



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

Monday, July 26, 2021

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointments

Jerry Irby, Brownfield Redevelopment Authority, for an unexpired term ending 02-01-24
Lori Nelson, Peter White Public Library Board of Trustees, for an unexpired term ending 05-01-26

Ryan Stern, Downtown Development Authority, for an unexpired term ending 01-01-23
Jon Teichman, Arts and Culture Advisory Committee, for an unexpired term ending 06-01-24

Carl Gordon, Local Officers Compensation Committee, for an unexpired term ending 08-01-27

2. Reappointments

Alan Sherbinow, Traffic-Parking Advisory Committee, for a term expiring 05-30-24
Todd Leigh, Harbor Advisory Committee, for a term expiring 06-01-24
Claire Ellis, Arts and Culture Advisory Committee, for a term expiring 06-01-24

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

Presentation(s)

3. Parks and Recreation Advisory Board, by Leah Nygard

4. Consent Agenda

4.a. Approve the minutes of the July 12, 2021 regular Commission meeting

4.b. Approve the minutes of the July 19, 2021 Commission work session

4.c. Approve the total bills payable in the amount of \$3,291,495.27

4.d. Application for Waiver-MERS Defined Benefit Pension Plan

4.e. College Avenue Reconstruction - SHPO Section 106 Application Assistance and Cultural Resources Review

- 4.f. DS Tech Telephone System Lease Agreement Extension
- 4.g. MERS Officer Delegate Appointment
- 4.h. Sanitary Manhole Rehabilitation
- 4.i. Storm Water System Catch Basin Rehabilitation
- 4.j. Upper Peninsula Community Rowing Club - Facility Lease

New Business

- 5. City of Marquette Strategic Plan for Fiscal Years 2021-23
- 6. Port Infrastructure Development Grant

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

Consent Agenda

Approve the minutes of the July 12, 2021 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ July 12 minutes



City of Marquette, MI

300 West Baraga Avenue
Marquette, Michigan 49855

Meeting Minutes City Commission Meeting

Monday, July 12, 2021
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Smith had no announcements.

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

Frank Stabile said he has been watching the Vault Marquette proposal with interest and was looking forward to tonight's meeting.

Matthew Luttenberger said he was disappointed with the renderings provided as part of the Vault proposal.

Katherine Payant voiced concern that the Vault Marquette project would impact the views for the public, as well as diners, and that it would draw more people to the area.

James Center said brownfield designations and TIF districts should provide a public good, and he doesn't think the Vault project provides enough.

Margaret Brumm said she was pleased to see a large number of people interested in tonight's meeting and thanked people for attending.

Presentation(s)

1. K9 Nitro-Recognition of Services, by Police Chief Blake Rieboldt and K9 Officer John Waldo

Police Chief Blake Rieboldt and K9 Handler/Officer John Waldo both spoke about K9 Nitro, who passed away recently. They presented a tribute video in honor of Nitro.

2. Swearing in of K9 Zepp, by Police Chief Blake Rieboldt

Rieboldt and Waldo introduced K9 Zepp, and City Clerk Kyle Whitney administered the oath of office to Waldo, on behalf of Zepp.

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

Police-Fire Pension Board Mike Archocosky gave an update on the activities of the board.

Public Hearing(s)

4. Proposed Rezoning of 1651 S. Front Street - Roll Call Vote

Terry Doyle spoke, asking the Commission to approve this rezoning of his property. Carrie Roy said she thinks this rezoning would be bad for the City.

James Center spoke on the history of the zoning for this parcel.

Barbara Wright spoke in opposition to the rezoning and future proposed use for the property.

Pete LaRue spoke in opposition to the rezoning.

Amelia Sramek and Linda Byers-Blaksmith both wrote comments in opposition to the rezoning.

Commissioner Sally Davis moved to Deny the rezoning request, as recommended by the planning commission, seconded by Mayor Pro Tem Jenn Hill and Carried by Roll Call Vote .

The motion carried 4-3, with Mayor Pro Tem Hill and Commissioners Hanley and Mayer voting no.

5. Planned Unit Development Major Amendment Request - Roll Call Vote

Representing the applicant, Brian Bloch spoke, discussing the parameters of the existing PUD.

Dan Keller spoke in favor of the amendment request, talking about the specific parcel, as well as the history of the development.

Livio Stabile spoke in support of the amendment and said the proposed fence is low-impact.

Nancy Seminoff spoke in opposition to the request and said she was concerned this could create a precedent.

Julie Bowerman, the applicant, wrote in, requesting approval from the City Commission.

Commissioner Evan Bonsall moved to Approve the PUD Amendment request and correct all references to the applicant's "lot" to properly refer to it as a "unit", seconded by Commissioner Cody Mayer and Failed.

The motion failed 4-3, with Mayor Smith, Mayor Pro Tem Hill, Commissioner Davis and Commissioner Stonehouse all voting against it.

No further action was taken on this item.

6. Vault Marquette Brownfield Plan - Roll Call Vote

Barry Polzin, John Mason, Steven Slivensky, Jim Knape, James Center, Jen Julien, Antonio Adan, Margaret Brumm and Jon Julien all spoke during the comment portion of the public hearing.

Written comments were read from Barb Potts, Bobbi Bicigo, Holly Jo Smith, Isabel Francis, Kristi Evans, Kylie Puuri, Liz Kuhn, Lyn Nelson, Marlys Murray, Mike Potts, Mim Dixon, Nate Shuttleworth and Valerie Baciak, Nick Shue, Nicole Lasich, Ray and Sue Hlavaty, Sarah Johnson, Scott Gentry, Susan Bohor, Tom Wahlstrom and Tyler Migizii Migwan LaPlaunt.

Mayor Pro Tem Jenn Hill moved to Approve suspending the rules for discussion, seconded by Commissioner Cody Mayer and Carried Unanimously.

Commissioners asked several questions of staff and discussed the brownfield proposal, as well as the potential implications of a project of this scope.

Commissioner Fred Stonehouse moved to Approve the Vault Marquette brownfield plan, with the amendment that near the end of the plan, the TIF payments would skip the MBRA Revolving fund and would revert back to the DDA, seconded by Commissioner Cody Mayer and Carried by Roll Call Vote .

The motion carried 5-2, with Commissioners Bonsall and Davis voting no.

7. Consent Agenda

Commissioner Jessica Hanley moved to Approve the consent Agenda as written, seconded by Commissioner Cody Mayer and Carried Unanimously.

- 7.a. Approve the minutes of the June 28, 2021 regular Commission meeting**
- 7.b. Approve the minutes of the June 30, 2021 Commission work session**
- 7.c. Approve the total bills payable in the amount of \$1,349,388**
- 7.d. Application for License to Use City Property Adjacent to 3152 Island Beach Road**
- 7.e. Outback Art Fair - Special Event Permit**
- 7.f. Superior Kayaking Company - Lease Agreement**

Unfinished Business

8. Ordinance #695 - Street Performers - Roll Call Vote

Mayor Pro Tem Jenn Hill moved to Approve the adoption of Ordinance #695 and approve the resolution establishing operating locations and times for street performers, and direct the Mayor and City Clerk to sign both, seconded by Commissioner Jessica Hanley and Carried Unanimously by Roll Call Vote.

9. Ordinance #696 - Presque Isle Open Burning Regulation - Roll Call Vote

Commissioner Fred Stonehouse moved to Approve the adoption of Ordinance #696, and authorize the Mayor and City Clerk to sign, seconded by Commissioner Evan Bonsall and Carried Unanimously by Roll Call Vote.

New Business

10. MBLP Broadband Resolution- Roll Call Vote

Commissioner Cody Mayer moved to Approve the resolution supporting the Marquette Board of Light and Power's broadband initiative, seconded by Commissioner Evan Bonsall and Carried Unanimously by Roll Call Vote.

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

Steven Slivensky spoke about housing affordability and short-term rentals. Nancy Seminoff spoke about the PUD amendment decision and future plans.

Margaret Brumm talked about littering, tonight's commission decisions and the amount of public involvement.

Comments from the Commission

Commissioner Bonsall thanked everyone who came to tonight's meeting to express their opinion or otherwise take part.

Commissioner Davis thanked the city departments involved with the July 4 parade, which was successful. She also said that despite her no vote tonight, she is looking forward to working with the developers of the Vault project.

Commissioner Hanley said it was amazing to see the amount of public involvement tonight, and she noted that, in addition to the statements opposing the Vault plan, she had also recently heard a lot of public comments in favor of the project.

Mayor Pro Tem Hill spoke about the current state of the short-term rental bills in the Michigan legislature.

Commissioner Mayer thanked the public for their engagement tonight. He said this does not represent the final discussion or vote about the Vault brownfield project, and he said that he has seen the developers working every step of the way to answer public concerns and to meet the Commission in the middle where needed.

Commissioner Stonehouse thanked everyone on hand at tonight's meeting and noted that the brownfield project would be coming back to the Commission at a future date. He voiced concern about the short-term rental bills and urged residents to contact their elected officials at a state level.

Mayor Smith said that tonight's vote represented one of the most difficult decisions she has made on the commission, placing it just below the decision to hire a new city manager and to fill commission vacancies. She said she had received a great deal of contact from the public in advance of the meeting, and said that most people had seemed extremely well-informed.

Comments from the City Manager

City Manager Karen Kovacs thanked the City Commission for having a difficult conversation tonight.

Adjournment

Mayor Smith adjourned the meeting at 9:58 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

Consent Agenda

Approve the minutes of the July 19, 2021 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ July 19 WS Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

WORK SESSION

Monday, July 19, 2021

6:30 PM

Commission Chambers

City Commission Tour - the Commission to tour streets and infrastructure in need of repairs. After the tour, work session will proceed to City Hall, Commission Chambers.

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Hanley

Announcements

Public Comment

No public comment.

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

1. 2021-22 Capital Outlay Budget Discussion

Community Development director, Dennis Stachewicz opened the discussion with a brief overview of proposed projects for the upcoming year, explaining Phase 2 of Lakeshore Boulevard Relocation will be the largest. He touched on projects that are eligible for grant funding such as College Ave.

The Chief Financial Officer, Mary Schlicht and Commission discussed the finances of the projects and questions relating to the City's bonding capacity.

2. 2. Public Comment

Margaret Brumm said she is a member of the Marquette Area Wastewater Treatment Advisory Board. She explained bids for the water and sewage disposal improvement project came in higher than anticipated; due to the high cost of materials post COVID suppliers can not give definite costs as prices are continuously fluctuating thus effecting bid proposals.

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

Adjournment

The meeting was adjourned at 7:26 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

Consent Agenda

Application for Waiver-MERS Defined Benefit Pension Plan

BACKGROUND:

Based upon the City's filing of Form 5572 and pursuant to PA 202 of 2017, the state has ruled that our MERS defined benefit pension plan is underfunded. In accordance with the Act, the City may apply for a waiver of underfunded status for each system (pension or retiree health insurance) within 45 days from the date we received notification of the underfunded status (June 23, 2021).

The steps the City has already taken to address the funding status are documented in the attached waiver application. In addition to the application itself, the City must receive City Commission approval to submit the waiver application. If the waiver application is approved by the state, the City will not have to file a corrective action plan with the Municipal Stability Board.

The City's Application for Waiver is attached.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the attached Application for Waiver for the MERS defined benefit pension plan and authorize the City Manager to sign and return the application.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Application for Waiver

Protecting Local Government Retirement and Benefits Act

Application for Waiver:

Defined Benefit Pension Retirement Systems

Issued under authority of Public Act 202 of 2017.

1. LOCAL GOVERNMENT INFORMATION

Local Government Name: _____ Six-Digit Muni Code: _____

Defined Benefit Pension System Name: _____

Contact Name (Administrative Officer): _____

Title if not Administrative Officer: _____

Email: _____ Telephone: _____

Fiscal Year: _____

2. GENERAL INFORMATION

Application for Waiver: This Application for Waiver may be filed by any local government with at least one defined benefit pension retirement system that has triggered a preliminary review of underfunded status. In accordance with Public Act 202 of 2017 (the Act), if the State Treasurer determines that the underfunded status is adequately being addressed by the local government, the State Treasurer shall issue a waiver of the determination of underfunded status. If requesting a waiver, you must submit a separate and unique application for each underfunded retirement system as determined by your most recent *Retirement System Annual Report (Form 5572)*.

Due Date: The local government has **45 days from the date of notification** to complete and file the Application for Waiver. Failure to file within 45 days will result in a determination of underfunded status for your local government as defined by the Act, and your local government will be required to submit a corrective action plan to the Municipal Stability Board for approval.

Filing: This Application for Waiver must be approved by the local government's administrative officer and its governing body. **You must provide proof of your governing body approving this Application for Waiver and attach the documentation as a separate PDF document.** Failure to provide documentation that demonstrates approval from your governing body will automatically result in a disapproval of the waiver application.

The completed application must be submitted via email to LocalRetirementReporting@michigan.gov. **If you have multiple underfunded retirement systems, you are required to complete separate applications and send a separate email for each underfunded system.** Please attach each application as a separate PDF document in addition to all applicable supporting documentation.

The subject line of the email(s) should be in the following format: **Waiver-20XX, Local Government Name, Retirement System Name** (e.g. Waiver-2018, City of Lansing, Employees' Retirement System Pension Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury's automatic reply. This will be the only notification confirming receipt of the application(s).

Considerations for Waiver: A successful Application for Waiver will demonstrate what your local government **has already done** to adequately address its underfunded status. Prospective solutions will not be granted merit in determining the outcome of the waiver application (e.g. future amendments to collective bargaining agreements, upcoming millage proposals, potential budget changes, etc.). However, Treasury may consider additional ongoing funding dedicated to your retirement system if those commitments have been formally enacted by the governing body and can be documented. Section three of this waiver application allows the local government to enter a brief description of prior

actions that have already been implemented to adequately address its underfunded status. For purposes of Sec. 6.(1) of the Act, this application will also be considered the plan.

Underfunded status for a defined benefit pension system is defined as being less than 60% funded according to the most recent audited financial statements, and, if the local government is a city, village, township, or county, the actuarially determined contribution (ADC) for all of the defined benefit pension retirement systems of the local government is greater than 10% of the local government's annual governmental fund revenues, based on the most recent fiscal year.

General guidelines are listed below to help your local government decide whether to apply for a waiver. Ultimately, waiver approval or disapproval is at the discretion of the State Treasurer; however, waiver applications should generally demonstrate at least one of the following seven criteria. Please check all that apply:

- In general, local governments that were previously granted a waiver should demonstrate improvement in their underfunded status in the subsequent year. Improvement can be measured by an increase in the funded ratio and/or a decrease in the ADC as a percentage of governmental revenue;
- There was a mistake in the filing process and the local government is not actually underfunded;
- Using updated data, such as a more recent actuarial valuation, the local government is not underfunded;
- If a local government fails to calculate an ADC within their audited financial statement and triggers underfunded status, the local government may file a waiver application to Treasury that includes the calculated ADC;
- The local government demonstrates their underfunded status will be addressed within four years;
- The local government is a non-primary government (e.g. road commission, authority, etc.) and demonstrates their ADC for pension is less than 10% of governmental revenues;
- When adding enterprise fund revenues used specifically to pay retirement costs with governmental fund revenues, your ADC as a percentage of combined revenues is below 10%.

3. DESCRIPTION OF PRIOR ACTIONS

Prior actions are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prior actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement system as a whole.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local government done to improve its underfunded status, and where can we find the proof of these changes in the supporting documentation?).

Note: Please provide the name of the system impacted, the date you made the change, the relevant page number(s) within the supporting documentation, and the resulting change to the system's funded ratio.

Category of Prior Actions:

- ☐ **System Design Changes** - System design changes may include the following: Lower tier of benefits for new hires, final average compensation limitations, freeze future benefit accruals for active employees in the defined benefit system, defined contribution system for new hires, hybrid system for new hires, bridged multiplier for active employees, etc.

Sample Statement: *The system's multiplier for current employees was lowered from 2.5X to 2X for the **General Employees' Retirement System** on **January 1, 2018**. On page 8 of the attached actuarial supplemental valuation, it shows our funded ratio will be **60%** by fiscal year **2021**.*

- ☐ **Additional Funding** – Additional funding may include the following: voluntary contributions above the ADC, bonding, millage increases, restricted funds, etc.

Sample Statement: *The local government provided a lump sum payment of **\$1 million** to the **General Employees' Retirement System** on **January 1, 2018**. This lump sum payment was in addition to the ADC of the system. The additional contribution will increase the retirement system's funded ratio to **61% by 2022**. Please see page 10 of the attached enacted budget, which highlights this contribution of **\$1 million**.*

- ☐ **Other Considerations** – Other considerations may include the following: outdated Form 5572 information, enterprise fund revenue considerations, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: *The information provided on the Form 5572 from the audit used actuarial data from **2016**. Attached is an updated actuarial valuation for **2018** that shows our funded ratio has improved to **62%** as indicated on page 13.*

Sample Statement: ***\$400,000** of expenditures are directly tied to expenses for retirement obligations from our water and sewer fund. The attached analysis shows that our revenue ratio (ADC / Combined Funds) would only be **9%** when including applicable enterprise fund revenue within the calculation. Additionally, attached are two invoices from MERS showing distributions to our pension fund from the enterprise fund totaling **\$400,000**. As a result, **\$400,000** of our enterprise fund revenues should be combined with our governmental fund revenues to properly demonstrate total available funding.*

4. DOCUMENTATION ATTACHED TO THIS WAIVER APPLICATION

Documentation must be attached as a PDF to this waiver application. The documentation must demonstrate the prior actions that have already been implemented to adequately address the local government's underfunded status. Please ensure this documentation directly supports and highlights the systems funded ratio as entered in section three of the waiver application above. Please check all documents that are included as part of this application and attach in successive order as provided below:

Naming convention: When attaching documents please use the naming convention shown below. If there is more than one document in a specific category that needs to be submitted, include a, b, or c for each document. For example, if you are submitting two supplemental valuations, you would name the first document "Attachment 2a" and the second document "Attachment 2b".

Naming Convention	Type of Document
☐ Attachment – 1	This waiver application (required);
☐ Attachment – 2	Documentation from the governing body approving the waiver application (required);
☐ Attachment – 3	Actuarial analysis (annual valuation, supplemental valuation, projection);
☐ Attachment – 4	An internally developed study, in accordance with GASB and/or actuarial standards of practice, that projects assets and liabilities into the future;
☐ Attachment – 5	Documentation of additional payments in past years that is not reflected in your audited financial statements (e.g. enacted budget, system provided information);
☐ Attachment – 6	Documentation of commitment to additional payments in future years (e.g. resolution, ordinance);
☐ Attachment – 7	A plan that the local government has already approved to address its underfunded status, which includes documentation of prior actions and the positive impact on the system's funded ratio;
☐ Attachment – 8	Enterprise fund revenues: Analysis of retirement costs paid using enterprise fund revenues, as well as applicable financial documents (e.g. proof of payment, invoices from retirement plan, bank transactions, general ledger reimbursement transactions);
☐ Attachment – 9	Other documentation, not categorized above.

6. LOCAL GOVERNMENT'S ADMINISTRATIVE OFFICER APPROVAL OF WAIVER APPLICATION

I, **<insert name>**, as the government's administrative officer (Ex. City/Township Manager, Executive Director, Chief Executive Officer, etc.) **(insert title)** approve this Application for Waiver. We are requesting a waiver of underfunded status because we have already implemented substantial changes to our retirement system as described above.

I confirm to the best of my knowledge that because of the changes listed above the following statement will occur:

Using the waiver criteria checked in Section 2 of this application, the **<insert Retirement Pension System Name>** **(Retirement Pension System Name)** will have addressed its underfunded status by fiscal year -----.

Signature: **<insert signature>**

Date: **<insert date>**

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

Consent Agenda

College Avenue Reconstruction - SHPO Section 106 Application Assistance and Cultural Resources Review

BACKGROUND:

The City of Marquette has received \$325,000 in Michigan Department of Transportation grant funding toward the reconstruction of College Avenue between Presque Isle Avenue and Seventh Street during FY 2022. The grant requires clearance from the Michigan State Historic Preservation Office. In order to obtain a letter of clearance, a SHPO prequalified consultant must review this site.

A request for proposals was issued. Commonwealth Heritage Group of Dexter, Michigan was the only consultant that responded with a proposal. Their proposal was evaluated by staff and meets the requirements listed in the RFP.

FISCAL EFFECT:

Sufficient funds in an amount of \$4,000 are available for this work as recommended in the FY 2021 budget.

RECOMMENDATION:

Approve the selection of Commonwealth Heritage Group to review the project site, as required by SHPO, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Professional Services Contract
- ▣ Insurance

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this July 27, 2021 between the City of Marquette, hereinafter called the “City” and Commonwealth Heritage Group Inc., a 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 College Avenue Reconstruction - Section 106 Application Assistance and Cultural Resources Review.

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 June 14, 2021 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is October 1, 2021.

Article 4

Terms and Conditions

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

ACCESS TO SITE:

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

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

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$4,000.

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 _____, 2021.

OWNER
CITY OF MARQUETTE, OWNER

Witness

Jennifer A. Smith, Mayor

Witness

Kyle L. Whitney, Clerk

CONSULTANT



Katie Remensnyder

Witness



By: Brandon M. Gabler

Its: Chief Operating Officer

Address: 3215 Central St, Dexter, MI 48188

Telephone #: 571-488-5912

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Karen M. Kovacs
City Manager

Suzanne C. Larsen
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2021

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

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

PRODUCER Walton Insurance Group 2929 Spring Arbor Rd. P.O. Box 3029 Jackson MI 49204		CONTACT NAME: Jennifer Curtis PHONE (A/C, No, Ext): (517)787-2600 FAX (A/C, No): (517)787-3857 E-MAIL ADDRESS: jcurtis@waltoninsurancegroup.com	
INSURED Commonwealth Heritage Group, Inc. 3215 Central Street Dexter MI 48130		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company INSURER B: Accident Fund General INSURER C: Hanover Insurance Company INSURER D: Lloyd's INSURER E: INSURER F:	
		NAIC # 25674 12304 22292 15792	

COVERAGES

CERTIFICATE NUMBER:2021 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	Y	Y-630-9R612942-IND-21	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	Y	BA-9R613047-21-43-G	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP-9R613115-21-43	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6206947	4/1/2021	4/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			LHH9089256	4/1/2021	4/1/2022	Each Claim \$2,000,000 Aggregate \$ 3,000,000
D	Pollution Liability			SPEC0285-03	4/1/2021	4/1/2022	Each Claim \$1,000,000 Aggregate \$ 2,000,000

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

CHG Project #J-1397 College Avenue Reconstruction - Section 106 Application Assistance and Cultural Resources Review

City of Marquette is additional insured regarding General and Auto Liability per written contract. Waiver of subrogation is in favor of the additional insured regarding General and Auto Liability and Workers Compensation. 30-day notice of cancellation applies.

CERTIFICATE HOLDER

mkilpela@marquettetmi.gov

City of Marquette
 1100 Wright 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

Ryan Harris/CURTIS

© 1988-2014 ACORD CORPORATION. All rights reserved.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

Consent Agenda

DS Tech Telephone System Lease Agreement Extension

BACKGROUND:

The City has been using a Zultys telephone system through DS Tech for nine years and staff has been pleased with the system. The current phone system lease expires September 30, 2021, and staff has worked with DS Tech to extend this lease agreement for sixty months. Included in this extension, DS Tech will provide:

- 1) 120 new Zultys 45G handsets, replacing the 36G handsets
- 2) Microsoft Teams/Zultys integration licensing
- 3) Licensing, maintenance and training
- 4) Reduction in monthly lease payment

IT staff has tested the new 45G model phone with several City employees and all preferred the 45G over the current 36G model.

FISCAL EFFECT:

This lease agreement extension lowers the monthly lease payment from \$1,600 to \$1,585 over the life of the agreement and is accounted for in the budget.

RECOMMENDATION:

Authorize the City Manager or her designee to sign the lease agreement extension for 60 months at a total lease cost not-to-exceed \$1,585 per month.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Telephone lease extension

LEASE AGREEMENT
Change Order

Customer (Name & Address) City of Marquette Michigan 300 W Baraga Avenue Marquette, MI 49855	Agreement Number 030113MQT Change Order # <u>4</u>
CHANGE DESCRIPTION: See attached Schedule A.	
EQUIPMENT SUPPLIER: DSTECH, 1431 N 26 th Street, Escanaba, MI 49829	

This Change Order, when signed by the LESSOR and LESSEE, will become effective on the date indicated in the attached Schedule A and will change the monthly lease by the amount indicated. This Change Order will not affect the Terms and Conditions of the base Agreement signed by the LESSOR and LESSEE.

By signing this Change Order, the LESSOR and LESSEE agree that this Change Order will become a part of the base Agreement and therefore subject to its Terms and Conditions.

This Change Order and the new monthly payment amount will be considered co-terminus with the base Agreement.

ACCEPTED BY LESSOR: DSTECH 1431 North 26 th Street Escanaba, MI 49829	LESSEE (FULL LEGAL NAME) _____ <u>City of Marquette Michigan</u> _____ <u>300 W Baraga Avenue</u> BILLING ADDRESS _____ <u>Marquette</u> MI <u>49855</u> CITY STATE ZIP CODE PHONE: <u>906-228-0435</u> DATED: _____ BY: _____ AUTHORIZED SIGNATURE TITLE PRINT NAME: _____
BY _____ DATE _____	

SCHEDULE A. Change Description

1. Lease Agreement Number 030113MQT will be extended by sixty (60) months making the new end date for this Agreement 9/30/2026. The effective date of this lease extension is 10/1/2021.
2. The monthly payment amount of Lease Agreement Number 030113MQT will be One Thousand Five Hundred and Eighty-Five Dollars (\$1585.00).
3. DSTECH will provide 120 new Zultys 45G phone handsets. These handsets will be delivered to the City. City personnel will be responsible for the delivery, provisioning and placement of the new phone handsets.
4. City personnel will collect the existing Zultys 36G handsets and bring them to a City location for pick-up by DSTECH no later than 11/15/2021.
5. DSTECH will work with City IT staff to install and migrate the Zultys MX V licenses to the new Premium and Standard model.
6. DSTECH will provide MS Teams/Zultys integration licensing when accessible.
7. DSTECH labor services will be charged at the current labor pricing at the time of service request.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

Consent Agenda **MERS Officer Delegate Appointment**

BACKGROUND:

The Municipal Employees' Retirement System (MERS) is holding its 2021 annual conference in Grand Rapids on October 7-8, 2021. The City may send two delegates, an Officer Delegate and an Employee Delegate who will be authorized to vote on official business at the meeting. The Officer Delegate (and the Alternate) must be appointed by City Commission action. The Officer Delegate and Alternate must also be MERS members who hold a department head position or above, exercise management responsibilities, and are directly responsible to the legislative, executive or judicial branch of government.

The City Manager recommends that the City Commission appoint the Director of Administrative Services, Jennifer LePage, as the Officer Delegate and the Chief Financial Officer, Mary Schlicht, as the Alternate Delegate. The Alternate Delegate will attend the meeting in the event the appointed Officer Delegate is unable to attend.

The employee delegate is to be elected by union employees who are members of MERS. This year we only had one employee who was on the ballot. Since we only had one interested employee, the City did not hold an election. The employee delegate to attend the MERS annual conference will be Tim Raich, Payroll Clerk.

FISCAL EFFECT:

Adequate funding to cover travel and conference fees are included in the budget.

RECOMMENDATION:

Appoint the Director of Administrative Services as the Officer Delegate and the Chief Financial Officer as the Alternate to attend the 2021 MERS Annual Meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2021 Delegate Certification Form
- ▣ Letter- No Election



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.MERS (6377) • Fax: 517.703.9707
www.mersofmich.com

2021 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2021

Please print clearly • **Scan and attach this file when you register online** • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2021 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on _____, 2021.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2021 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on _____, 2021.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*	Municipality number*	Email address		
Employer address	Employer city	Employer state	Employer zip code	
Printed name	Title of authorized authority*			
Authorized signature*		Date		

* Required field

2
ways to
complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).



July 14, 2021

Municipal Employees Retirement System
1134 Municipal Way
Lansing, MI 48917

RE: Officer and Employee Delegate Certification

To Whom It May Concern:

This letter is to inform MERS that the City of Marquette has only one candidate for employee delegate for the MERS annual meeting. Therefore, we did not conduct an election to determine this year's delegate and alternate.

If you have any questions, please feel free to contact this office.

Respectfully,

Kyle Whitney, City Clerk
City of Marquette

c: file

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

Consent Agenda **Sanitary Manhole Rehabilitation**

BACKGROUND:

The City of Marquette Public Works Department routinely repairs and reconstructs manholes that have decayed and repairs sinkholes near sewer structures that result from the deteriorating structures. These repairs can be time consuming and disruptive to traffic. Staff have explored trenchless solutions as a preventative measure. The specialized companies are few and far between, but staff have identified one that will be in the area this fall.

The spray on liner system from Advanced Rehabilitation Technology is an aromatic polyurea coating that is designed for manholes, wet wells and pump stations. This liner system prevents leaks, corrosion and decay while adding structural strength to a sanitary manhole. A secondary effect is that the liner prevents groundwater from entering the structure.

Staff have identified eight sanitary structures installed between 1950 and 1973 for rehabilitation using this process. The cost is \$15,000 which includes a 10-year warranty. A single repair using traditional means of repair can run \$3,000 or more per structure. Staff has evaluated the process with confidence and recommends keeping the rehabilitation process as part of our annual maintenance plan.

FISCAL EFFECT:

The sewer maintenance budget contains \$15,000 for contracted manhole rehabilitation.

RECOMMENDATION:

Approve a contract for manhole rehabilitation services in an amount not-to-exceed \$15,000 with Advanced Rehabilitation Technology of Bryan, Ohio, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Sanitary Manhole Rehabilitation Contract

**CITY OF MARQUETTE
CONSTRUCTION CONTRACT**

PROJECT NAME: Sanitary Manhole Rehabilitation

THIS AGREEMENT, made this 26 day of July, 2021, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Advanced Rehabilitation Technology of Bryan, Ohio, a Ohio Corporation, hereinafter called "Contractor". WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

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

ARTICLE 2

SCOPE OF THE WORK

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

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

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

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is August 1, 2021, and the completion date of this project is September 30, 2021.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for and amount not to exceed \$15,000 at the unit prices.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.

All work shall be completed in a workmanlike manner and shall comply with all applicable laws.

Contractor shall obtain all necessary permits for the work to be completed under emergency conditions.

Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

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

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least \$1,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for

damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in

the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for one (1) year against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

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

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of one (1) year from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended

for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

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

subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this _____ day of _____, 20__.

THE CITY OF MARQUETTE

Witness

Jennifer A. Smith, Mayor
City of Marquette

Witness

Kyle Whitney, City Clerk
City of Marquette

Debra Gordon
Witness

Advanced Rehabilitation Technology
Contractor Name

By: _____

By: [Signature] Gary L. Mock

Its: _____

Its: General Manager

Address: _____

Address: 525 Winzeler Dr. Bryan, OH 43506

Telephone#: _____

Telephone#: 419-636-2684

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Suzanne C. Larsen
City Attorney

Karen M. Kovacs
City Manager



ADVAREH-01

AFOWLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2021

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

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

PRODUCER Andres O'Neill & Lowe Insurance Agency 227 North Lynn Street Bryan, OH 43506	CONTACT NAME: PHONE (A/C, No, Ext): (800) 636-0983 FAX (A/C, No): (419) 636-0132 E-MAIL ADDRESS: agency@andresoneilandlowe.com
INSURED Advanced Rehabilitation Technology Ltd 525 Winzeler Drive, Unit 1 Bryan, OH 43506	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Emp Liab 1M/1M/1M GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: XCU Included	X	ENP 0158113	9/10/2019	9/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Pollution		ENP 0158113	9/10/2019	9/10/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		ENP 0158113	9/10/2019	9/10/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	EWC 0333988	5/1/2021	5/1/2022	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation		ENP 0158113	9/10/2019	9/10/2022	Installation 200,000
A	Leased Equipment		ENP 0158113	9/10/2019	9/10/2022	Leased Equip. 75,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

Consent Agenda **Storm Water System Catch Basin Rehabilitation**

BACKGROUND:

The City of Marquette Public Works Department routinely repairs and reconstructs storm water catch basins and manholes that have decayed and repairs sinkholes near storm water structures that result from the deteriorating structures. These repairs can be time consuming and disruptive to traffic. Staff have explored trenchless solutions as a preventative measure. These specialized companies are few and far between, but staff have identified one that will be in the area this fall.

The spray on liner system from Havener Tech is a geotechnical polymer coating that is designed for storm water structures. This liner system prevents leaks, corrosion and decay while adding structural strength to a storm water structure. A secondary effect is that the liner prevents groundwater from entering the structure.

Staff have identified 30 storm water catch basins for rehabilitation using this process. The cost is \$15,000 which includes a 10-year warranty. A single repair using traditional means of repair can run \$3,000 or more per structure. Staff has evaluated the process with confidence and recommends keeping the rehabilitation process in our annual maintenance plan.

FISCAL EFFECT:

The storm maintenance budget contains \$15,000 for contracted rehabilitation and replacement

RECOMMENDATION:

Approve a contract for catch basin rehabilitation services in an amount not-to-exceed \$15,000 with Havener Tech, LLC of Troy, Michigan, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Havener Tech, LLC Contract

**CITY OF MARQUETTE
CONSTRUCTION CONTRACT**

PROJECT NAME: Storm Water System Catch Basin Rehabilitation

THIS AGREEMENT, made this 26 day of July, 2021, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Havener Tech, LLC of Troy, Michigan, a Michigan Corporation, hereinafter called "Contractor". WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

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

ARTICLE 2

SCOPE OF THE WORK

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

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

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

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is August 1, 2021, and the completion date of this project is September 30, 2021.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$ 15,000.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.

All work shall be completed in a workmanlike manner and shall comply with all applicable laws.

Contractor shall obtain all necessary permits for the work to be completed under emergency conditions.

Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

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

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least \$1,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for

damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in

the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for one (1) year against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

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

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of one (1) year from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the

Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

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

pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this _____ day of _____, 20____.

THE CITY OF MARQUETTE

Witness

Jennifer A. Smith, Mayor
City of Marquette

Witness

Kyle Whitney, City Clerk
City of Marquette

Witness

Michael Guerin
Contractor Name

By: _____

By: MICHAEL GUERIN

Its: _____

Its: President

Address: _____

Address: 433 Elmwood, Troy, MI 48063

Telephone#: _____

Telephone#: 248.890.1812

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Suzanne C. Larsen
City Attorney

Karen M. Kovacs
City Manager



HAVEPRO-01

DPUPAVA

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/21/2021

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

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

PRODUCER The Huttenlocher Group 1007 W. Huron Street Waterford, MI 48328		CONTACT Candy Henry PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: candyh@hgway.com ADDRESS:	
INSURED Havener Properties, LLC DBA Havener Tech 433 E Elmwood Troy, MI 48063		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Accident Fund Insurance Company of America INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677 10166	

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		ENP 0200499	5/10/2021	5/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		EBA 0200499	5/10/2021	5/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		ENP 0200499	5/10/2021	5/10/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCV6090809	5/13/2021	5/13/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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: 7/26/2021

Consent Agenda

Upper Peninsula Community Rowing Club - Facility Lease

BACKGROUND:

The Upper Peninsula Community Rowing Club has requested the City Commission renew their lease for space in the Founders Landing Observation Deck. Staff has worked with the City Attorney and representatives of the Upper Peninsula Community Rowing Club to develop the agreement. The agreement has a term of three years from June 1, 2021 to May 31, 2024. Rent shall consist of \$6.00 per square foot for a total rental amount of \$2,280.00 per year. The Upper Peninsula Community Rowing Club has requested any lease-hold improvement costs be credited against the rent due.

FISCAL EFFECT:

The City will realize \$2,280.00 revenue with this action, minus any fee relief.

RECOMMENDATION:

Move the Lease Agreement with Upper Peninsula Community Rowing Club for leasing space at the observation deck of Founders Landing to the next regular meeting agenda.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2021, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and **UPPER PENINSULA COMMUNITY ROWING CLUB, INC.**, a Michigan corporation, of 3114 Lakeshore Boulevard, Marquette, Michigan 49855, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner of the real property located at 655 S. Lakeshore Blvd in the City of Marquette.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee space as shown in Exhibit “A” located on Lessor’s real property in accordance with the terms and conditions contained herein.

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

1 Leased Premises

- 1.1 Lessor leases to Lessee space known as the retail space of the observation deck located at 655 S. Lakeshore Blvd, Marquette, Michigan 49855, as shown in Exhibit “A”, hereinafter “PREMISES”.
- 1.2 Lessee shall be solely responsible for the development and construction of any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee’s intended uses. Lessee shall obtain Lessor’s written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

This lease shall run from June 1, 2021 through May 31, 2024.

3. Rent

The rent shall consist of Six and 00/100 Dollars (\$6.00) per square foot, for a total rental amount of \$2280 per year for the term of the lease. Payment shall be made on a monthly basis, in advance, in the amount of \$190.00. The value of actual material and labor for Lease-hold improvement made by Lessee will be applied as a credit (offset) against the rent due. All materials and labor invoices shall be provided to Lessor with appropriate documentation prior to any credit being made toward rent.

The rental amount contained herein may be increased by the Lessor on an annual basis in an amount not to exceed three percent (3%) of the then current rental amount. The Lessor shall provide written notice to Lessee of the increase in rental amount no later than September 1, and the increased rent shall become effective October 1, each year this lease is in effect.

4. Use of Premises

Lessee shall use the Premises for a club house in support of the rowing and human-powered water sport community and for related purposes only.

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

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
- d) constitute a public or private nuisance;
- e) interfere with other uses of the Premises; or
- f) permit refuse to accumulate in or around leasehold.

5. Use of Common Areas by Lessee

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

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all cleaning of the Premises and all repairs to the Premises of any nature.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment and keep them in a safe condition and good repair.
- 6.3 Any signage used by Lessee shall be maintained in good condition and repair.

7. Insurance and Indemnity

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount

of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

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

8. Assignment/Subletting

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

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

9. Use of Premises by Lessor

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

10. Covenant of Quiet Enjoyment

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

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

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

12. Default by Lessee

- 12.1 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.

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

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

- 12.3 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.

13. Surrender of Leasehold Upon Termination of Lease

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

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

14. Miscellaneous

- 14.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 14.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 14.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 14.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 14.5 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.
- 14.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full

force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

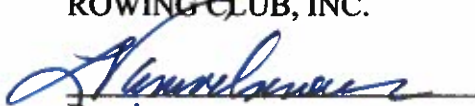
- 14.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address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

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

CITY OF MARQUETTE

UPPER PENINSULA COMMUNITY
ROWING CLUB, INC.

Jennifer A. Smith, Mayor


By: *Lynn Vanwelsenaers*
Its: President

Kyle Whitney, City Clerk

By:
Its: Secretary

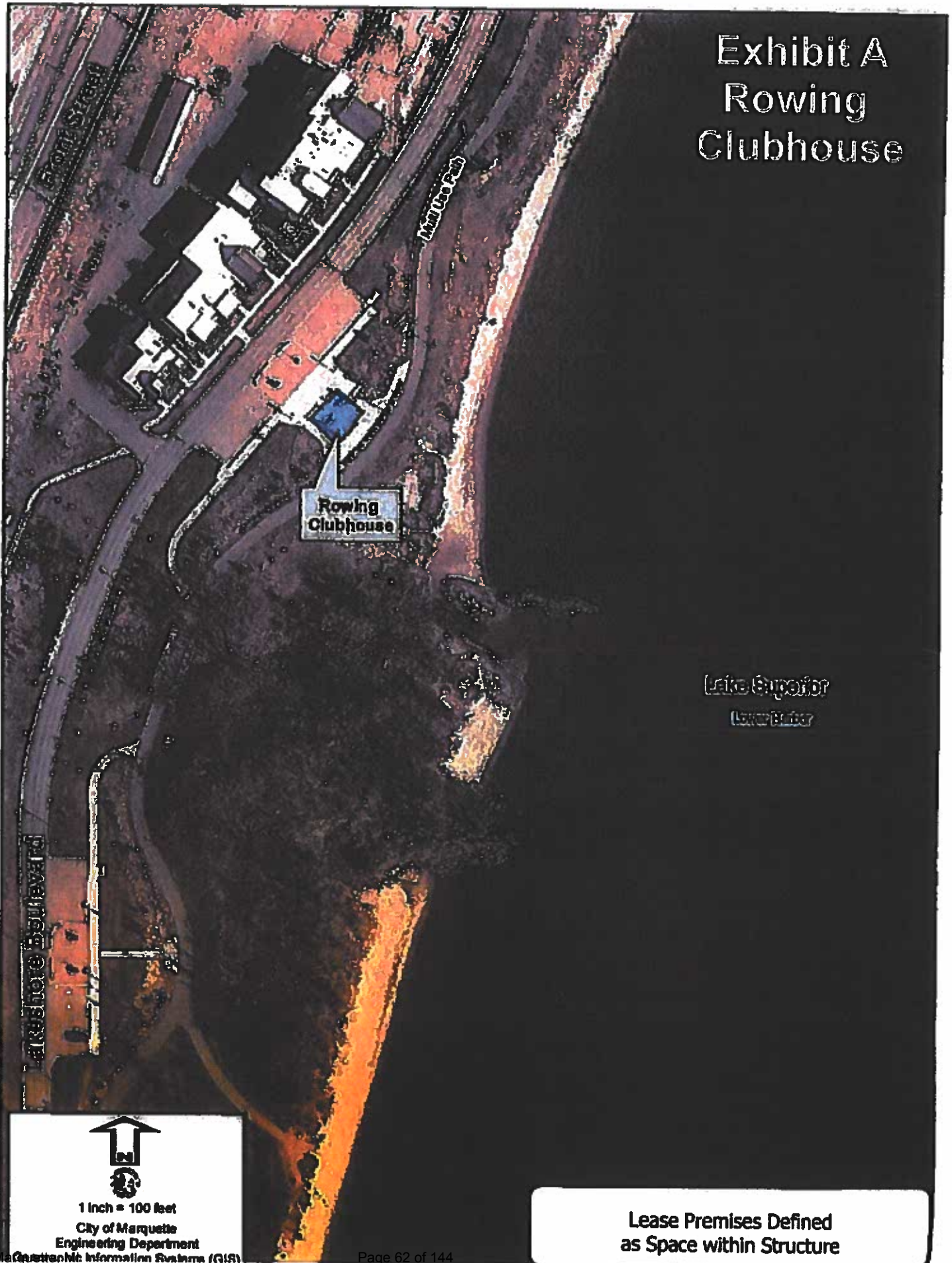
Approved as to Substance:

Approved as to Form:

, City Manager

Suzanne C. Larsen, City Attorney

Exhibit A Rowing Clubhouse



1 inch = 100 feet
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

Lease Premises Defined
as Space within Structure



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
04/06/2021

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

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

PRODUCER
Willis Towers Watson Southeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37205191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C No. Ext): 1-877-945-7378 **FAX (A/C No.):** 1-888-467-2378
ADDRESS: certificates@willis.com

INSURED
United States Rowing Association
252 Nassau Street
Princeton, NJ 08542

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: HDI Global Specialty SE UK	D5059
INSURER B: Everest Indemnity Insurance Company	10851
INSURER C: United States Fire Insurance Company	21113
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W20658585

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y		HDGL19000411	12/31/2020	12/31/2021	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☒ Watercraft Liability						MED EXP (Any one person)	\$
	☒ Sexual Abuse: \$1M/\$2M						PERSONAL & ADV INJURY	\$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMPROP AGG	\$ 2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			HDGL19000411	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB ☒ OCCUR			618EX01492-201	12/31/2020	12/31/2021	EACH OCCURRENCE	\$ 2,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	DED						RETENTION \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		US1396202	12/31/2020	12/31/2021	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	\$
	Accident Medical Expense incl. volunteers & participants						Limit	\$25,000

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

The Certificate Holder is included as Additional Insured under the Liability. Coverage is provided under this policy only for the sponsored/supervised Rowing activities of the named insureds for which a premium has been paid. This certificate is issued on behalf of Upper Peninsula Community Rowing Club.

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

New Business

City of Marquette Strategic Plan for Fiscal Years 2021-23

BACKGROUND:

The City Commission convened two Work Sessions on April 14 and April 28, 2021 to give input, review recommendations from Staff, as well as Boards/Committees, and provide guidance for drafting the City of Marquette Strategic Plan for Fiscal Years 2021-23.

The result was the attached draft Strategic Plan, which is being presented for consideration by the City Commission.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the City of Marquette Strategic Plan for Fiscal Years 2021-23 and adopt the Strategic Plan Resolution as presented.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Strategic Plan
- ▣ Resolution



Marquette Strategic Plan Fiscal Years 2021-23

Table of Contents

Vision Statement	3
Executive Summary	6
Boards and Committees	10
Arts and Culture- Implementation	11
Downtown Development Authority-Branding, Wayfinding, and Signage	12
Downtown Development Authority- Parking Management	13
Downtown Development Authority- Third Street Improvements	14
Harbor Advisory Committee- Cinder Pond Marina Replacement	15
Harbor Advisory Committee- Presque Isle Pier Removal	16
Marquette Public Art Commission- Public Art Administration	17
Planning Commission- North Lakeshore Boulevard Corridor Study	18
Planning Commission- Public Transportation	20
Planning Commission- Winter Cities Initiatives	21
Parks and Recreation Advisory Board- Dog Park	23
Parks and Recreation- Mattson Inclusive Playground	24
City Departments	25
City Manager's Office- Climate Emergency Response Plan	26
City Manager's Office- Economic Development	27
City Manager's Office- Housing Committee Report Implementation	29
Community Development- Climate Tourism Planning	30
Community Development- Housing Affordability	32
Community Development- Transit Service	33
Community Services- Arts and Culture Economic Impact Study	35
Community Services- Cultural Trail	36
Community Services- Park Improvements	37
Community Services- Senior Center	39
Community Services- Additional Soccer Field	40
Public Works- Winter Sidewalk Maintenance	41
Financial Services- Long Term Financial Plan	43
Fire - Consolidated Fire Station	45

Vision Statement



Vision Statement

Per the City Charter of Marquette, Michigan

It is the vision of the City of Marquette to ensure quality of life by remaining an economically sound municipality which embraces growth while making sound decisions. The City continues to support its many educational opportunities and medical care options. The City will promote economic development through tourism, technology, and innovation. The City will strive to maintain an atmosphere of safety and good health, friendliness and a continuing awe and appreciation of beautiful Lake Superior. The City will encourage continued citizen involvement in activities that embrace our past, enhance our present, and plan for the community of our future.

Intent of the City Commission for Fiscal Years 2021-23

The City Commission provides, through this strategic plan, a focus on efforts to deliver a combination of services and infrastructure that have been identified in various community planning documents, while managing the opportunities and challenges of our ever-changing City, using as guidance and in priority order, the following primary goals:

Economic Development

Support and coordinate economic development policies and activities that are identified in the Redevelopment Ready Communities approved Economic Development Strategy. This includes, but is not limited to, improving and diversifying the tax base; increasing and diversifying the employment base; supporting local business and encouraging growth; improving the City's relationship with the local business community and responsiveness; and improving quality of life for citizens.

Climate Change

Support the continued implementation and updating of the previously adopted Climate Adaptation Plan, as well as supporting other efforts to lessen the City's vulnerability to the environmental, economic, and social impacts of climate change through thoughtful planning that considers the ecological and social carrying capacity of the City, Emergency Management, and Infrastructure preparedness.

Housing and Transportation

Support efforts to ensure equitable housing opportunity and mobility for all citizens through implementation of the Ad-Hoc Housing Committee Report and a coordinated effort with local and regional transit agencies.

Focus on Essential Services

Continue providing a high level of essential services, including police, fire, community development, public works, water, and sewer support.

City Facilities and Infrastructure

Maintain infrastructure, including buildings, streets, water and sewer, parks and recreational facilities to ensure the pace of replacement and maintenance is on par with the Capital Improvements Plan as well as seek to become the leader in the use of innovative “green” practices.

Executive Summary



Marquette Visioning and Strategic Planning Process Fiscal Years 2021-23

Executive Summary

The adoption of the revised City Charter in 2012 provided strong endorsement of public expectations for the governance framework of Marquette. A requirement for strategic planning was established to address the short and long-term aspirations of the City. In March 2013, the City Commission appointed a three-member subcommittee to work with the City Manager in creating a process to develop Commission goals and objectives for the Strategic Plan. In August 2013, following considerable effort and deliberation, the City Commission adopted the Marquette Visioning and Strategic Planning Process for use in addressing City Charter mandates.

In March 2021, after a year lost due to the COVID-19 pandemic, the Community Development Director initiated an update to the Fiscal Year 2018-20 Strategic Plan, wherein initial guidance was given to the City Commission, administrative departments, and all Commission boards and committees. All participants coordinated updates and new items with elements of the Community Master Plan (and associated plans referenced within) as well as information and data relating to other known projects and initiatives.

Two City Commission work sessions were held that totaled approximately six hours of deliberative review.

As a result of those work sessions, the resulting collection of material has been compiled and is the basis for this Strategic Plan.

This overview provides a bulleted summary of plans, projects, issues, status, and goals endorsed by the City Commission to be considered as priorities for the current and upcoming fiscal year, while providing a benchmark for progress.

Key Issues and Priorities

- A Climate-based Emergency Action Plan is needed.
- Achieve Redevelopment Ready Community Certification.
- Continue implementation of current Economic Development Plan and update the plan as needed.
- Support the Marquette Board of Light and Power effort to become a broadband provider.
- Research legality/feasibility of the City becoming an Economic Development Corporation.
- Continue efforts to implement the Ad-Hoc Housing Committee Report
 - Community review process
 - Planning Commission review of zoning aspects
 - Public/Private Partnerships
 - Sale of Surplus Property
 - Brownfield Opportunities.
- A Tourism Plan is needed to address the physical and social carrying capacity of the City.
- Continue efforts to works towards the establishment of an intra-City public transportation route.
- Continue efforts to implement the Arts and Culture Master Plan
 - Economic Impact Study
 - Develop and implement a Cultural Trail Plan.
- Continue efforts to implement the Capital Improvements schedule for City parks.
- Revisit an updated Senior Center Study to plan for the future of the Marquette Senior Center.
- Add an additional soccer field by removing at least one baseball field.
- Develop a study on the long-term financial outlook for the City.
- Continue to monitor the potential impacts of long-term projected City obligations (a.k.a. "Sleeping Dragons").
- Continue efforts to work towards the planning, designing, and building of a consolidated Fire Station.
- Seek community engagement to define the level of service for City sidewalks in the winter.
- Conduct a strategic branding and wayfinding exercise in conjunction with the Downtown Development Authority.
- Support Downtown Development Authority efforts to replace parking meters and plan for additional downtown parking opportunities.
- Support Downtown Development Authority efforts to pursue a TIF Development District expansion to encompass North Third Street.

- Support Downtown Development Authority efforts to develop ideas for physical improvements that will encourage visitors to connect from the Third Street corridor to downtown and enhance the streetscape aesthetic.
- Support Harbor Advisory Committee efforts to plan for the replacement of docks at the Cinder Pond Marina.
- Support Harbor Advisory Committee efforts to apply for grant funding to remove the decommissioned Presque Isle Marina pier and pave the parking lot.
- Support the efforts of the Marquette Public Art Commission
 - Establish a formal document for maintenance of the Marquette Public Art Commission collection, including securing a professional conservation inspection and assessment of work
 - Integrate Marquette Public Art Commission collection into new Marquette Compass
 - Develop guidelines for unsolicited community-based project submissions to the Marquette Public Art Commission
 - Support the implementation of the Queen City Courts (Hurley Park) and Creative Neighborhoods (artist grants) programs.
- Support Planning Commission efforts to commission a study for land and transportation development in the Lakeshore Boulevard corridor, between Mattson Park and Presque Isle Park.
- Support Planning Commission winter city planning efforts.
- Support Parks and Recreation Advisory Board efforts to begin planning for a year-round dog park.
- Support Parks and Recreation Advisory Board efforts to oversee the creation of the Mattson Park inclusive playground.

Committees



Strategic Planning Process Commission Priorities

Issue Title: Arts and Culture Master Plan Implementation

Committee: Arts and Culture Advisory Committee

Plan: Arts and Culture Master Plan and Parks and Recreation Master Plan

Status: Implementation

Issue: The 2014 Arts and Culture Master Plan outlined several objectives: to measure the economic value and contribution of the creative economy and to survey artists and audience every two to three years. And continue to advocate and support local arts and culture stakeholders.

Background: The City Commission approved a ten-year Arts and Culture Master Plan in 2014. The plan defines the City's role in supporting arts and culture and the role of arts and culture in accomplishing the City's broader economic development goals.

Forecast: The plan recommends a range of initiatives and ongoing activities that reposition the City's role and bring it into a higher level of partnership with other players in the city and surrounding areas. The plan calls for engaging more in building the City's role in nurturing and fostering the creative economy. It also calls for more robust partnerships to identify and promote local talent and attract and retain creative business talent. Furthermore, the plan tasks the Marquette Arts and Culture division with measuring and articulating the economic value and contribution of the creative economy.

Year One:

- Support American for the Arts, Arts and Economic Prosperity program to conduct Economic Impact Study. Identify funding sources.
- Work with stakeholders to research and develop Cultural Trail Plan for two mile stretch along the lakeshore's multiuse bike path.
- Support artist and audience survey.
- Support implementation and promote MQTCOMPASS.

Year Two:

- Recommend implementation of Cultural Trail Plan, interpretative signage, public art, and seating.
- Identify new goals and objectives from Arts and Culture Master Plan from Survey results.



Strategic Planning Process Commission Priorities

Issue Title: Branding, Wayfinding, and Signage

Committee: Downtown Development Authority

Plan: Community Master Plan: Wayfinding Signage; Downtown Plan: Wayfinding Signage

Status: In Progress

Issue: After hiring consulting firm Arnett Muldrow & Associates to undertake an Identity Enhancement Program study for downtown, the Downtown Development Authority (DDA) is in the process of implementing their strategic branding recommendations.

Background: In 2018, the DDA entered into an agreement with Arnett Muldrow & Associates to conduct an Identity Enhancement Program study for downtown Marquette. The objective was to develop an effective conceptual branding program aimed at better positioning the downtown with a competitive identity for the purpose of economic development. In addition to providing a fresh new logo package, the plan recommended ways to incorporate the brand identity into gateway and wayfinding signage, a comprehensive banner program, and improvements to provide a cohesive graphic identity, strengthen connectivity, and enhance the overall business environment. While significant progress has been made in integrating the brand rollout through print and social media, communications, and banner installation on Third Street, larger scale initiatives remain, including necessary updates to the existing gateway and identity signage. A gateway sign at the intersection of Third Street and Fair Avenue was completed in 2020, with landscaping planned for the spring of 2021.

Forecast:

Year One:

- Update gateway signage at the other entrances to downtown: Washington and Seventh Street intersection, and Front and Rock Street intersection (\$19,000). Purchase and install banners throughout the core downtown (\$4,000).

Year Two:

- Remove existing identity signage and replace with signage made of maintenance-free composite material, featuring current Marquette Downtown Development Authority logo.



Strategic Planning Process Commission Priorities

Issue Title: Parking Management

Committee: Downtown Development Authority

Plan: Community Master Plan: Parking Strategies; Downtown Plan: Parking Management Plan

Status: In Progress

Issue: The loss of the South Main Street Parking Lot due to private development poses a serious threat to the supply of downtown parking, which is already nearing capacity. Additionally, the existing on-street parking meters, which are out of warranty and failing at an alarming rate, are in need of replacement.

Background: Installation of on-street parking meters and pay stations in recent years has increased parking revenue significantly; however, the meters are now failing and in need of an immediate replacement plan. The Downtown Development Authority (DDA) has implemented the Passport pay-by-phone mobile parking app and digital permitting in 2020 and has plans to make necessary maintenance repairs to the Bluff Street Parking Ramp in the summer of 2021. As part of the recently completed Downtown Plan, the DDA has worked with consulting firm, Nelson Nygaard, to update the 2013 Downtown Parking Study. The updated plan identifies recommendations to current parking management practices and suggests options to explore for additional parking facilities downtown, including a second parking structure or addition of a third level to the existing facility. The DDA aims to partner with the City on this initiative.

Forecast:

Year One:

- Replace parking meters and pay stations.
- Implement parking management strategies identified in the Downtown Plan.
- Work with the City Police Department to increase parking enforcement.

Year Two:

- Begin planning process for an additional parking structure or expansion of existing facility.



Strategic Planning Process Template Commission Priorities

Issue Title: TIF Expansion for North Third Street Improvements
Committee: Downtown Development Authority
Plan: Community Master Plan: Economic Development and Downtown Revitalization; Downtown Plan: Third Street Investment
Status: In Progress

Issue: A funding mechanism is needed to be able to implement public improvement projects on North Third Street.

Background: In 2011 the City Commission approved an extension of the Downtown Development Authority district to include the North Third Street corridor. In 2013, the City received a planning grant from MSHDA to develop a long-term sustainability and land-use plan for North Third Street. The plan has been adopted and incorporated into the Land Development Code by the City. In addition, the recently completed Downtown Plan has further recommended improvements to Third Street, including the development of public parking areas, new sidewalks, and the addition of street trees and landscaping. There is currently not an adequate funding mechanism in place to implement large scale development and improvement initiatives on Third Street, as the existing TIF district encompasses only the core downtown area. The Downtown Plan has identified a TIF Development District expansion as the most feasible tool to accomplish this objective.

Forecast:

Year One:

- Pursue a TIF Development District expansion to encompass North Third Street.
- Through the Downtown Plan, develop ideas for physical improvements that will encourage visitors to connect from the Third Street corridor to downtown and enhance the streetscape aesthetic.
- Identify and provide incentives to partner with property owners for improvements.

Year Two:

- Work toward a larger comprehensive street project.



Strategic Planning Process Commission Priorities

Issue Title: Cinder Pond Marina Replacement
Committee: Harbor Advisory Committee
Plan: Recreation Master Plan
Status: Ongoing

Issue: Cinder Pond Marina Replacement

Background: The Harbor Advisory Committee will begin to discuss the replacement of the Cinder Pond Marina docks and slips in 2025. They will put forth their recommendations for the City Commission.

Forecast:

Year One:

- Discuss possible changes and full scope of what is needed.

Year Two:

- Support submission of Waterways grant application.



Strategic Planning Process Commission Priorities

Issue Title: Presque Isle Marina Pier Removal and Parking Lot Paving

Committee: Harbor Advisory Committee

Plan: Recreation Master Plan

Status: Ongoing

Issue: Implement a plan for removal of the old decommission pier at Presque Isle Marina and marina parking lot repaving.

Background: With the completion of the new Presque Isle Marina, the Harbor Advisory Committee recommended the decommission of the old concrete pier located at Presque Isle Marina. The decommissioning of the pier is the next step in removal. With the pier removal the repaving of the marina parking lot will be completed.

Forecast:

Year One:

- Support application for grant funding to remove the pier and pave the parking lot.

Year Two:

- Support the project to remove the pier and repave the parking lot.



Strategic Planning Process Commission Priorities

Issue Title: Public Art Administration

Committee: Marquette Public Art Commission

Plan: Arts and Culture Master Plan

Status: Implementation

Issue: Maintenance Guidelines, Community Project Review Process, Collection Promotion, Current Projects

Background: September 25, 2017 the City Commission adopted the Marquette Public Art Policy. This Policy went into effect FY 2018. The Policy established a Public Art Commission and annual funding. The Marquette Public Art Commission was approved March 2018 and is tasked with carrying out the Policy as written.

Forecast:

Year One:

- Establish a formal document for maintenance of the Marquette Public Art Commission collection, including securing a professional conservation inspection and assessment of work.
- Integrate Marquette Public Art Commission collection into new Marquette Compass.
- Develop guidelines for unsolicited community-based project submissions to Marquette Public Art Commission.
- Support current projects: Queen City Courts (Hurley Park), Creative Neighborhoods (artist grants).

Year Two:

- Identify new and review plans for future projects, including Marquette Cultural Trail and possible other community collaborations and partnerships.



Strategic Planning Process Commission Priorities

Issue Title: N. Lakeshore Boulevard Corridor Study
Committee: Planning Commission
Plan: Community Master Plan
Status: Not Started

Issue: Planning Commission is concerned that Lakeshore Boulevard is seeing too much development pressure.

Background: There has been increasing visitor pressure on the public spaces adjacent to Shiras Park (McCarty's Cove to Picnic Rocks) during summers, there have been more and more festivals at Mattson Park, the shoreline between Fair Avenue and Wright Street has required significant armoring to preserve motor vehicle passage, and some public and private development proposals in recent years in the corridor have garnered quite a bit of negative public commentary and organized opposition. The Planning Commission has been concerned about this for some time and has laid some groundwork for addressing the scenic corridor through a public process, with the intent of gathering input, evaluating current practices against potential alternatives, and possibly creating updated guidance for development and transportation access to public lands. In the 2018 update to the Community Master Plan, the following was added to the Transportation section:

Lakeshore Boulevard Corridor Study

The Planning Commission is recommending that a study be commissioned for land and transportation development in the Lakeshore Boulevard corridor, between Elwood Mattson Park and Presque Isle, as soon as resources are available. This corridor has begun to suffer from being loved too much, and development of several lots in this segment of the corridor will occur over time. Gathering fresh community input and having expert analysis of the characteristics of the area would help decision-makers with the difficult development choices that are likely to be presented. This is a study that should be conducted as soon as possible once the Land Development Code project has been completed. Northern Michigan University could be engaged as a collaborator or study partner, particularly in gathering community input to this planning process.

Forecast:

Year One:

- Coordinate with potential partners and stakeholders. Organize project and begin public outreach. Seek funding for planning assistance to create a study report and guidance document. Staff would coordinate with Northern Michigan University faculty to potentially partner on public outreach and input to the project, if the Northern Michigan University faculty was willing and able to partner on the project (as was offered in the past).

Year Two:

- Complete public outreach, compile and organize it for analysis. Complete planning work possible without consulting assistance or have consultant prepare study report and guidance document. Potential consulting fees are \$20-\$30 thousand.



Strategic Planning Process Commission Priorities

Issue Title: Public Transportation
Committee: Planning Commission
Plan: Community Master Plan
Status: In Progress – Not Completed

Issue: Development of Transit Service for the City.

Background: Transit service within the city has the potential to enhance access for many residents, especially during winter, as well as ameliorate vehicular parking issues, and extend the range of walking and biking for more sustainable travel options. A comprehensive study of local/regional transit services was conducted for the city of Marquette in 2014, and a detailed report with recommendations for improving service within and outside of the city was completed. The City initiated a planning effort with MarqTran in 2018 and completed a "Coordinated Public Transit-Human-Services Transportation Plan" in 2019. There is now the potential for MarqTran to seek Federal Transit Administration grants on behalf of the City of Marquette for capital and operating expenses associated with an intra-city transit route.

Forecast:

Year One:

- Convene a work session between the City Commission, MarqTran administrators/City representatives, MDOT's regional transit coordinator, and a delegation from the Planning Commission to discuss options for moving forward in terms of a proposed route that has been drafted, a suitable vehicle for the route, and financing. Work with MDOT and MarqTran to explore grant opportunities and new route/service opportunities.

Year Two:

- Continue to work on funding, possibly seeking partners from the private sector, for capital and/or operating expenses. Move forward with implementation if possible.



Strategic Planning Process Commission Priorities

Issue Title: Winter City Initiatives
Committee: Planning Commission
Plan: Community Master Plan
Status: Not Completed

Issue: Enhancement of winter maintenance and programs to improve pedestrian access and increase outdoor winter activity.

Background: Sidewalk maintenance has improved in many areas but declined in others, and progress on the goal of becoming a "Premier Walkable Winter City" (per the 2004 Community Master Plan vision statement) has been minimal. No measurable objectives exist, which is an obvious shortcoming for achieving goals in this area. The mobility of most citizens is compromised to some degree by winter conditions, but for those who are elderly, disabled or impaired, the constraints can be severely limiting and, in some cases, result in both physical and psychological isolation. An example of an initiative that could be undertaken as a community partnership, possibly at very little expense to the City, is the establishment of a "snow angels" program in which volunteers such as honor society and leadership students, are matched with disabled residents and others to provide snow shoveling assistance. This idea has been explored with high-level staff at Northern Michigan University and was received favorably.

As well, city residents and business owners have expressed frustration with a limited set of opportunities for downtown activities during the winter months. More outdoor winter programs and activities would boost the local economy and provide more healthy options for physical and social activity. Design of public spaces with a "winter lens" has also not yet become standard but could be tied into a winter programming plan. Taking a holistic approach to these issues would be an ideal strategy.

Forecast:

Year One:

- Appoint an ad-hoc committee to identify shortcomings and research alternatives to current winter maintenance and design standards as well as for increasing winter activities in public spaces, and to document the gaps between desired outcomes and existing conditions and make recommendations for improvements. An example might be to establish a meeting of the minds – a "snow summit" - in the fall months, with participation of stakeholders involved

in street maintenance and transportation, the public at large, and the Planning Commission, to discuss and plan for winter maintenance activities and programming.

Year Two:

- Develop an action plan with immediate, short-range, and long-range objectives with strategies and funding estimates and potential sources identified to reach plan goals.



Strategic Planning Process Commission Priorities

Issue Title: Goals and Priorities - Year-Round Dog Park

Committee: Parks and Recreation Advisory Board

Plan: Recreation Master Plan

Status: Ongoing

Issue: Year Round Dog Park

Background: Parks and Recreation Advisory Board (PRAB) maintains a Five-Year Recreation Master Plan, to guide discussion in prioritization of policy recommendations. Based on results from the citizen survey for the Parks and Recreation Master Plan, an off-leash year round dog park was listed as the second highest priority. PRAB will need to identify possible locations, necessary amenities, and potential funding solutions.

Forecast:

Year One:

- Identify possible locations and necessary amenities for a year round dog park.

Year Two:

- Seek funding and implement plans.



Strategic Planning Process Commission Priorities

Issue Title: Mattson Park Playground
Committee: Parks and Recreation Advisory Board
Plan: Recreation Master Plan
Status: Awaiting funding.

Issue: Oversee the creation of the Mattson Park inclusive playground.

Background: The inclusive playground project began about six years ago when it was determined that there are no inclusive playgrounds in Marquette County. A consulting firm was hired, public hearings held, a final plan developed, and a site has been approved by the City Commission for playground use. A private group is now in the process of fundraising with a planned construction completion date of summer 2022.

Forecast:

Year One:

- Pursue professional services for design and construction and engage in community input for final design.

Year Two:

- Build the playground and seek reimbursement from the grant.

City Departments



Strategic Planning Process Template Commission Priorities

Issue Title: Emergency Response Plan

Department/Committee: Fire Department/Police Department/City Manager

Plan: Community Master Plan

Status: Ongoing

Issue: Climate Adaptation – Emergency Response Plan

Background: The City Commission has adopted a Climate Adaptation Plan as part of the Community Master Plan.

Found in the Plan are specific recommendations that are based upon concerns for public health with one of the most important being - "Prepare and implement emergency response plans (in concert with the County Hazard Mitigation Plan and coordination with the City Fire Chief) for extreme storms, floods, heat waves, poor air quality days, disease outbreaks."

Forecast:

Year One:

- Direct the City Manager to be responsible for the drafting/review/update, as applicable, of the City Emergency Response Plan to recognize additional climate-related emergencies and ensure coordination with the County Hazard Mitigation Plan.
- Cost – Estimated 60-80 staff hours for each participant from Police, Fire, City Manager's Office, and other departments.

Year Two:

- Implement and Evaluate the Plan.



Strategic Planning Process Template Commission Priorities

Issue Title: Economic Development Planning
Department/Committee: City Manager
Plan: Community Master Plan, Economic Development Plan
Status: Ongoing

Issue: Economic Development

Background: The City currently has an economic development plan a (EDP) approved by the Redevelopment Ready Community (RRC) program and the City Commission.

The stated goals in the EDP include: improving and diversifying the tax base; increasing and diversifying the employment base; supporting local business and encouraging growth; improving the City's relationship with the local business community and responsiveness; and improving quality of life for citizens.

In pursuit of these goals, additional economic development strategies have been identified by the City Commission including exploring broadband internet services as a public utility, researching Economic Development Corporation status, adding economic development focused staff, reviewing the current EDP, and collecting data on the City business community.

Department bandwidth as well as partnering agencies should be considered when moving forward with implementation of the EDP and economic development strategies.

Forecast:

Year One:

- Complete RRC certification.
- Continue implementation of current Economic Development Plan.
- Support the Marquette Board of Light and Power (MBLP) effort to become a broadband provider.
- Research legality/feasibility of the City becoming an Economic Development Corporation.
- Evaluate the addition of an Economic Development Planner to City staff.
- Cost – 60 to 80 staff hours for both the City Manager's Office and the Community Development Department to study and accomplish the above goals.

Year Two:

- Budget and seek RFPs for a consultant review and update of the City Economic Development Plan.
- Work with community economic development groups to obtain data on the status of the City business community, specifically focusing on office space availability/vacancy and the change of landscape as a result of the COVID-19 pandemic.
- Continue support of MBLP broadband internet provider goals.



Strategic Planning Process Template Commission Priorities

Issue Title: Housing Affordability – Ad-Hoc Housing Committee Plan
Implementation

Department/Committee: City Manager

Plan: Community Master Plan

Status: New

Issue: Housing Affordability

Background: The City Commission established an Ad-Hoc Housing Committee with a charge of understanding the role of the City as it relates to housing affordability and preparing a report of findings.

The Report will identify several recommendations that should be considered for implementation, after community discussion, by the appropriate City departments given the City Commission's desire to address housing.

Department bandwidth as well as any partnering agencies should be considered when moving forward with implementation of the plan.

Forecast:

Year One:

- Receive the Ad-Hoc Committee Housing Report and Recommendations.
- Direct the City Manager to facilitate a community review process.
- Forward the Report to the Planning Commission for adoption as an Appendix into the Community Master Plan.
- Direct the Planning Commission to review and zoning related impacts as a result of the Report.
- Direct the City Manager to implement the Report provided there is appropriate bandwidth in the applicable City departments and partnering agencies.
- Cost – 60 to 80 staff hours of varying levels is anticipated to support beginning the implementation of the Plan.

Year Two:

- Monitor and Evaluate.



Strategic Planning Process Template Commission Priorities

Issue Title: Climate Adaptation – Tourism Planning

Department/Committee: Community Development/Community Services/ City Manager

Plan: Community Master Plan

Status: New

Issue: Climate Adaptation and Tourism

Background: The City Commission has adopted a Climate Adaptation Plan as part of the Community Master Plan.

Found in the Plan are specific recommendations that as based upon concerns for tourism based upon the impact that temperature changes could have on tourism activities, which could force lifestyle changes upon the community.

Tourism Concerns Recommendations:

- Engage economic development organizations and tourism-dependent businesses in developing an economic development plan specific to tourism with specific goals to help local businesses minimize economic losses and take advantage of increased tourism opportunities.
- Adjust parks and recreation expenditures to support and capitalize on changes to outdoor recreation.
- Invest in dredging of harbors and other harbor improvements/adaptations to maintain access to water resources.
- Strengthen connectivity between coastal and non-coastal recreational areas to improve resilience of tourism economy.
- Capitalize on longer summer tourism season by developing and promoting spring and fall events.

As well, the summer of 2020 brought an increased tourist season that tested the physical, social, economic, and biophysical carrying capacity of the City.

Forecast:

Year One:

- Develop a Tourism Task Force/Ad-Hoc Committee
- Hire a consultant to draft a Tourism Plan with the above mentioned committee working as the steering committee for the effort.
- City Manager to ensure coordination of effort between this and any Economic Development Planning initiatives.
- Cost – Estimated \$60,000.00 which could potentially be supported by not only the City, but also other participating organizations.

Year Two:

- Implement and evaluate the Plan.



Strategic Planning Process Template Commission Priorities

Issue Title: Housing Affordability – Seek Public/Private Partnerships
Department/Committee: Community Development
Plan: Community Master Plan/ Ad-Hoc Committee Report
Status: New

Issue: Housing Affordability

Background: The City Commission established an Ad-Hoc Housing Committee with a charge of understanding the role of the City as it relates to housing affordability and preparing a report of findings.

The report will identify the need to seek public-private partnerships to develop missing middle housing in the city.

The Community Development Director was tasked with researching such a partnership outside of the scope of the Ad-Hoc Housing Committee and has been assisting the development group and the Marquette Brownfield Redevelopment Authority (MBRA) with the development of a proposal for vacant property that is owned by the City. The vacant property was previously identified through the municipal property inventory and Community Master Plan processes.

It is anticipated that the proposal could be ready for presentation to the City Commission in concurrence with the adoption of the Strategic Plan.

Forecast:

Year One:

- Consider the sale of Surplus City Property to the Developer through the County Land Bank.
- Consider adoption of a Brownfield Plan that would use tax capture on the new development to fund infrastructure and gap financing for prospective homeowners.
- Projected cost is yet to be determined. The City would realize a one-time income for the sale of the property and subsequent tax payments at the end of the Brownfield term which is also to be determined by the MBRA and City Commission.

Year Two:

- Monitor and evaluate.



Strategic Planning Process Template Commission Priorities

Issue Title: Transportation Network
Department/Committee: Community Development
Plan: Community Master Plan
Status: New

Issue: Transit Service

Background: Transit service has the potential to enhance access for many residents, especially during winter, as well as ameliorate vehicular parking issues, and extend the range of walking and biking for more sustainable travel options.

A comprehensive study of local/regional transit services was conducted for the City of Marquette in 2014 (by Current Transportation Solutions and Smart Growth America - SGA), and a detailed report with recommendations for improving service within the city was completed. During the mobility study, a MarqTran bus was used to assess the feasibility of creating a route with a 30-minute headway that would traverse Third Street from the downtown bus terminal to near the north end of Third Street and around to NMU's campus and the hospital.

In 2019, a Coordinated Public Transit-Human Services Transportation Plan was drafted by our City Planner for MarqTran. This was done as a first step of implementation of the Mobility Strategies report done by SGA, because MarqTran needed to have this type of plan completed to allow the City to apply for Federal Transit Administration grants through MarqTran.

The Planning Commission has identified facilitating work sessions with MarqTran and MDOT to discuss applying for FTA funding for operating and capital (van/bus) expenses for that potential route as one of their goals this year.

Forecast:

Year One:

- Permit the Planning Commission to create an Ad-Hoc Committee to work with MarqTran and MDOT to develop common ground approaches to establish an inner-city transit route and evaluate potential grant funding and other funding options for capital (vehicle) and operating expenses.
- Seek grants and/or other funding to develop, test, and implement an inner-city bus route.

Year Two:

- Planning Commission reviews Land Development Code and City Code to ensure appropriate permissions are in place for necessary infrastructure
- City staff programs any necessary infrastructure into the Capital Improvements Plan – cost per covered bus shelter = \$10,000.00
- Seek grants or commit to funding (see below).
- City Liaison with MarqTran will be responsible for any ongoing coordination

Estimated Costs for inner-city route:

Operating Expenses: \$35 hour = \$1,890 week, \$98,280 year.

Capital Expenses: \$135,000 or cost share of a bus owned by MarqTran.



Strategic Planning Process Commission Priorities

Issue Title: Economic Impact Study
Department: Community Services
Plan: Arts and Culture Master Plan
Status: Ongoing

Issue: The 2014 Arts and Culture Master Plan outlined several objectives: to measure the economic value and contribution of the creative economy; to survey artists and audience every two to three years; and continue to advocate and support local arts and culture stakeholders.

Background: The City Commission approved a ten-year Arts and Culture Master Plan in 2014. The Plan defines the City's role in supporting arts and culture and the role of arts and culture in accomplishing the City's broader economic development goals.

Forecast: The plan recommends a range of initiatives and ongoing activities that reposition the City's role and bring it into a higher level of partnership with other players in the city and surrounding areas. The plan calls for engaging more in building the City's role in nurturing and fostering the creative economy. It also calls for more robust partnerships to identify and promote local talent and attract and retain creative business talent. Furthermore, the plan tasks the Marquette Arts and Culture Division with measuring and articulating the economic value and contribution of the creative economy.

Forecast:

Year One:

- Pursue American for the Arts, Arts and Economic Prosperity program to conduct Economic Impact Study for the City of Marquette. Identify and secure funding sources.

Year Two:

- Promote Economic Impact Study findings to arts and culture non-profits, individual artists, economic development offices (State and Local), City Commissioners, investors and businesses. Make Study available as a resource and tool through presentations both virtual and in-person. Available on-line.

Assist creative sector how to effectively use Study to make their case for the arts.



Strategic Planning Process Commission Priorities

Issue Title: Cultural Trail

Department: Community Services

Plan: Arts and Culture Master Plan and Parks and Recreation Master Plan

Status: Ongoing

Issue: The 2014 Arts and Culture Master Plan and more recent Parks and Recreation Master Plan outlined several objectives: Develop robust public art program, provide interpretation of our historic landmarks and natural environment and to engage residents in outdoor recreation, arts and culture within the City parks.

Background: The City Commission approved a ten-year Arts and Culture Master Plan in 2014. The Plan defines the City's role in supporting arts and culture and the role of arts and culture in accomplishing the City's broader economic development goals. But also, to integrate goals and objectives of Parks and Recreation Master Plan and the Community Master Plan.

Forecast: To develop a two-mile Cultural Trail along the Holly Greer bike path from the Carp River to Presque Isle. The Trail will include interpretive signage, public art and seating areas. This large creative placemaking project will not only benefit residents but serve as a destination for tourists and visitors, benefiting local economy and improving the beauty and interest of the area, attracting and retaining new talent and residents. The trails public art and educational components will enrich quality of life for all residents.

Year One:

- Work with stakeholders to research and develop Cultural Trail Plan for two mile stretch along the lakeshore's multi-use bike path.

Year Two:

- Implement Cultural Trail Plan, building interpretative signage, public art, and seating.



Strategic Planning Process Commission Priorities

Issue Title: Park Improvements
Department: Community Services
Plan: Recreation Master Plan
Status: Ongoing

Issue: Capital Improvements – park with associated grant funding.

Background: The Five-Year Recreation Master Plan prioritizes improvements by location providing cost estimates and funding sources. Improvements include:

Tourist Park – Pump Track	Local - \$25,000
Tourist Park – Playground (ADA comp.)	Passport – Approved - \$60,000
Williams Park – Courts/ADA Improvement	MNRTF – Approved - \$210,000
Mattson Park – Playground	MNRTF- Approved - \$300,000
Tourist Park – Day Use Road	LWCF Grant - \$300,000 (submit 4/1/22)
Presque Isle Marina – Phase IV	Waterways – \$400,000 (submit 4/1/21)
Presque Isle – Bandshell Replacement	MNRTF/MCACA – \$300,000 (submit 4/1/22)
Hurley Field – Improvements	Rotary Grant/General Fund - \$45,000
Lakeview Arena - Parking Lot	Local/General Fund - \$800,000
Lakeview Arena – Horseshoe Bleachers	Local/General Fund - \$300,000
Bike Path – Wayfinding Signage	Local/General Fund - \$25,000
Founders Landing - Pier Re-Use	Brownfield Redevelopment
Shiras Park – Implement Park Plan	Unknown now.
Lighthouse Park	Enterprise Fund - \$10,000
Athletic Fields – Add Soccer Field	General Fund - \$30,000
Dog Park- Year-Round	Local/General - \$20,000

Forecast:

Year One:

- Tourist Park – Playground
- Founders Landing – Pier Re-Use
- Hurley Field – Playground and Park Improvements
- Williams Park – Tennis Court Improvements
- Bike Path – Wayfinding Signage
- Lighthouse Park – Renovate Captains House
- Lakeview – Plan Parking lot and bleacher project
- Athletic Fields- Work with user groups to maximize field use efficiency additional soccer field.

- Dog Park – Identify site, necessary amenities and potential funding sources
- Staff time dedicated toward capital projects: 300 hours from Community Service – Park and Recreation.

Year Two:

- Tourist Park – Bike Playground
- Presque Isle Marina – MDNR Waterways Grant – Phase IV
- Mattson Park – Inclusive playground
- Shiras Park – Implement Park Plan
- Lakeview – Install parking lot and bleachers
- Athletic Fields – Add one soccer field
- Dog Park – Establish dependent upon funding
- Grants – Submit grant applications for Tourist Park Day Use Road and Presque Isle Park Bandshell
- Staff time dedicated toward capital projects: 300 hours from Community Services – Park and Recreation.



Strategic Planning Process Commission Priorities

Issue Title: Senior Center
Department: Community Services – Senior Center
Plan: Senior Center Study
Status: Developing

Issue: Revisit an updated Senior Center Study to plan for the future of the Marquette Senior Center.

Background: The previous Senior Center Study, adopted by the City Commission in December 2012, identified three possible options for the Marquette Senior Center:

1. Relocation to Lakeview Arena
2. Renovating the existing Center
3. Building of a new Center

In 2013, the City Commission established a standing committee – the Aging Services Advisory Committee. The six-member Advisory Committee held monthly scheduled meetings focusing on the interest of seniors within the City as well as providing advice on short-term and long-term goals. Discussion was ongoing identifying service partners, as well as prioritizing both Senior Center services and facility needs. The committee has since disbanded, and staff is continuing the work. No decision has been made in recent years due to changeover in staff, and lack of viable options. We would like to revisit a new Senior Center Study.

Forecast:

Year One: Option Feasibility

- Establish Ad-Hoc Committee for Senior Center Study
- Implement a new Senior Center Study.

Year Two: Option Review/Implementation

- Reviews results of the updated Senior Center Study.
- Determine if local partnerships may allow for a new-build option.
- Determine if existing properties for sale if renovated would satisfy the need.
- Determine if renovating existing facilities that the City owns would satisfy the need.



Strategic Planning Process Commission Priorities

Issue Title: Additional Soccer Field

Committee: N/A

Plan: Recreation Master Plan

Status: Ongoing

Issue: Add an addition soccer field by removing at least one baseball field.

Background: The 2019 Recreation Master plan list the addition of a soccer field to the Kaufman Sports Complex or the North Ballfield Complex. The additional field would replace two of the baseball fields located at the complex. These baseball fields do not experience much use, while the Parks and Recreation Division has seen an increase demand for soccer fields over the past years. This demand is expected to continue to increase. An additional soccer field would make better use of a spacing that sees little use.

Forecast:

Year One:

- Research and identify funding sources and partners.
- Develop a site plan that best utilizes the spaces.

Year Two:

- Convert one or two baseball fields to a soccer field as per the site plan



Strategic Planning Process Commission Priorities

Issue Title: Winter Maintenance of Sidewalks

Department: Public Works

Plan: City Master Plan

Status: Reconciling public expectation with level of service and level of funding.

Issue: Setting levels of service for winter maintenance of sidewalks that balance fiscal responsibility with public expectation.

Background: Currently the City of Marquette has roughly 70 miles of public sidewalk. During the winter months the City maintains roughly 20 miles of public sidewalk and the Downtown Development Authority maintains roughly 4 ½ miles of public sidewalk in the business district. Additionally, 12 ½ miles of bike path is maintained to supplement the sidewalk system. The sidewalks that are currently maintained are part of a safe routes to school plan that was developed with the Marquette Area Public Schools. The level of service for that plan was to remove the bulk of the snow from select sidewalks within a reasonable amount of time following a snow event. The route was designed to be cleared in 8-12 hours following a snow event. The majority of the route is set up along collectors and major streets with the idea of keeping pedestrians out of the street on those roads and minimizing the time they would spend walking in the street on low volume local streets to get to the routes.

The City Master Plan does not go into great detail but it does discuss prioritizing designated pedestrian areas. It also suggests clearing sidewalks through the assistance of residents, local businesses, neighborhood groups or organizations. By City Ordinance, property owners in the business district are required to maintain the sidewalks adjacent to their property.

An option that would decrease the level of City provided service would be to pass an ordinance to have all property owners maintain the sidewalk in front of their property. This is common. Options that would increase the level of City provided service would be to maintain all sidewalks, maintain sidewalks on at least one side of the street, or simply add resources to decrease the amount of time it takes to clear sidewalks. These options would require additional resources. The following costs are provided for discussion. The cost of adding a municipal tractor is approximately \$160,000. The annual operating cost is roughly \$30,000 to \$40,000 for sidewalks. Additional staff are approximately \$92,000 with their benefit package. There would also be additional snow removal costs if sidewalk routes are added which are currently \$1,000-\$1,200 per hour.

Forecast:

Year One:

- Hold a Commission Work Session and Open House to define the level of service for winter maintenance of City sidewalks according to current resources and public expectation.
- Develop alternate strategies and associated costs for implementation.

Year Two:

- Begin implementing the schedule according to the plans, policies, budget and procedures defined in year one.



Strategic Planning Process Commission Priorities

Issue Title: Long-Term Financial Plan
Department: Financial Services
Plan: N/A
Status: Ongoing

Issue: Develop a study on the long-term financial outlook for the City.

Background: At a work session held on August 29, 2013, the City Commission set an objective to develop a study on the long-term financial outlook for the City, including plans for dealing with the “sleeping dragon” issues as presented in the annual budget, the aging infrastructure, and the potential for completing a number of major projects that have been identified through the planning process. The projects specifically mentioned were Tourist Park, Fire Hall, Community/Senior Citizen Center, Presque Isle Playground, Coast Guard Station.

The Future Committed Funds List, aka “Sleeping Dragons”, for the FY 2021 Budget were presented as:

Cliffs-Dow Plant Site - Remediation
Unfunded Benefit Liabilities - Other Post-Employment Benefits and Pension
Mattson Park- Seawall Bulkhead and Parking Lot
Lakeshore Blvd - Retaining Wall and shoreline revetment
Lakeview Arena - Parking Lot and Exterior Improvements
City Hall – Roof Replacement
IT – Fiber Optic Cable Ring Replacement
Fire Station - Build a Consolidated Fire Station
Tax Tribunal Cases

Forecast: Most of this work can be done as part of the annual budget process, but extra effort outside of this process may be required.

Year One:

- Develop a comprehensive list of issues and projects to include in the long-term financial plan and assign “best estimate” costs.
- Research possible funding/financing options.
- Establish estimated completion timelines.

Year Two:

- Continue refining the list of issues/projects.
- Begin incorporating the long-term financial plan into the budget.

**Future Committed Funds (aka "Sleeping Dragons")
FY 2021 Budget**

Subject	Description	Amount	Comments
Cliffs-Dow Plant Site	Remediation (Minimum)	\$1,500,000	Ongoing. Testing started. Consultant discussing with EGLE.
Unfunded Benefits-OPEB	Employment Benefits	\$6,858,915	7% funded. Health Care for retirees - GASB 45.
Retirement Liability-MERS	Underfunded Retirement Plan	\$27,742,365	59% funded. Required annual contribution in FY 21 Budget.
Retirement Liability-Fire/Police	Underfunded Retirement Plan	\$12,037,788	75% funded. Required annual contribution in FY 21 Budget.
Tax Tribunal Cases	Smaller cases remain	\$100,000	WE Plant has closed but several smaller cases remain. Others can file not currently aware of.
Mattson Park	Seawall (Bulkhead)	Uncertain	Requires continuous maintenance to address voids under the frontage road. Does not appear to be a structural issue.
Lakeshore Blvd	Shoreline revetment and road realignment	\$12,000,000	Funding has been secured for Phase 1. Still in the process of seeking funding for the remainder.
Lakeshore Blvd	Retaining Wall	Uncertain	Northside of Lakeshore Blvd adjacent to Mattson Park.
Lakeview Arena	Parking Lot	\$500,000	Not an immediate need but will need to schedule replacement.
Lakeview Arena	Exterior Improvements	\$500,000	Not an immediate need.
City Hall	Roof Replacement	\$425,000	Not part of JCI project. Needed within next 3 to 5 years.
IT-Fiber Optic Cable	Replace Fiber Ring	\$50,000	Not an immediate need but within 12 years.
Fire Station	Build a consolidated Fire Station	\$7,000,000	Location to be determined.
Mattson Park	Parking Lot	\$250,000	Not an immediate need but will need to schedule replacement.

\$68,964,068 plus the uncertain costs.



Strategic Planning Process Commission Priorities

Issue Title: Consolidated Fire Station
Department: Fire Department
Plan: N/A
Status: Not completed due to lack of funding.

Issue: With respect to the above; the first step in the process would be conducting a GIS run study to determine the most efficient placement of the station. The GIS study will require \$6,000 in funding. Next, a Needs Analysis would be completed to determine existing and projected space and operational needs. The Needs Analysis will require \$18,500 in funding. The next step would be a Request for Qualifications (RFQ). This is an inquiry made to identify an architectural/engineering firm that will have the ability to design, specify, and manage the project. There is no cost associated with this initiative. The next step in the process would be a Request for Proposals (RFP). This inquiry secures a basic building design and develops specifications thereof. The RFP will require \$20,000 in funding. Completion of the RFP process would not commit the City to a bid/build; however, the information would be time sensitive. Labor and material estimates would become inaccurate in one to two years or less; and unreliable any further out.

Background: Presently, this project will require an estimated six to seven million dollars. Space for vehicles and office personnel are getting tight. However, the current fire stations can be made serviceable for the foreseeable future. This will require replacing or significantly upgrading the furnaces and overhead doors at Station #1, replacing the boiler and repairing the hose tower and siding at Station #2, and general maintenance and repair at both stations at a minimum.

Forecast:

Year One:

- 2021/2022 – Complete the GIS study and Needs Analysis.
– Complete the RFQ and RFP.

Year Two:

- 2022/2023 – Begin the bid/build process.



Resolution

A resolution approving a strategic plan for the City of Marquette as prescribed by the City Charter, Chapter Thirteen-Section Nine, adopted by the electors of the City at its November 6, 2012 General Election and effective on January 1, 2013.

City of Marquette

WHEREAS, the Charter of the City of Marquette requires the development of a strategic plan for the City; and,

WHEREAS, the City Community Development Director initiated the strategic planning process beginning in March of 2021; and,

WHEREAS, the City Commission, Manager, Staff, and Board/Committee Members identified goals, objectives, and strategic priorities; and,

WHEREAS, the process included reconciliation with the Community Master Plan and other associated Plans adopted by reference, as well as information and data relating to other known projects and initiatives; and,

WHEREAS, the City Strategic Plan will seek to provide: Maintaining City facilities and infrastructure, Economic Development, addressing Climate Change, providing a high level of essential services, board/committee recruitment and retention, and a focus on Housing and Transportation challenges;

NOW, THEREFORE, BE IT RESOLVED, that the Marquette City Commission hereby adopts the City of Marquette Strategic Plan for Fiscal Years 2021-23.

Dated this 26th day of July, 2021.

Jennifer A. Smith, Mayor

Kyle Whitney, Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 7/26/2021

New Business

Port Infrastructure Development Grant

BACKGROUND:

The City applied for a U.S. Department of Transportation Maritime Administration Port Infrastructure Development Program Grant in 2020. Unfortunately the application was not funded, however, Cleveland-Cliffs/LS&I are supportive of the City re-submitting a proposal and have committed to covering all of the matching dollars.

The proposal would include the following components:

- Dredging in front of power plant property recently acquired by the City to prevent sedimentation to the ore dock slip.
- Dredging of the ore dock slip and stabilization of the piers for the coal unloading structure that are currently eroding (Cliffs match – estimated at \$200,000-\$250,000 per year for the next three years).
- Beneficial re-use of the dredge spoils for the NFWF Lakeshore site and potentially the shoreline/beach restoration further south.

City staff fully support this opportunity as it strengthens partnerships with local industry and potentially provides materials for use on Lakeshore Boulevard Phase II which would assist with cost containment.

Community Development Staff have bandwidth available to assist with design and construction oversight for the project, if approved.

FISCAL EFFECT:

None.

RECOMMENDATION:

Authorize the City Manager to direct the application for the grant.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▢ Previous PID Submission from 2020

**U.S. Department of Transportation
Port Infrastructure Development Program (PIDP) Proposal**

Proposal Title: Protecting Critical Infrastructure and Access to the Port at Presque Isle Harbor (Marquette, Michigan)

Applicant Organization: City of Marquette

Contact Name: L. Michael Angeli

Title: City Manager

Contact E-mail: mangeli@marquettemi.gov

Mailing Address: 300 W. Baraga Avenue, Marquette, Michigan 49855

Telephone Number: (906)228-0435

Proposal Partners: Cliffs Natural Resources (CNR), Lake Superior and Ishpeming Railroad (LSI) and the Superior Watershed Partnership (SWP)

Funding Requested: \$1,600,000

Matching Funds: \$400,000

Total Project Cost: \$2,000,000

Table of Contents

I.	Project Description	1
II.	Project Location	2
III.	Grant Funds, Sources and Uses of all Project Funding	2
IV.	Merit Criteria	3
	a. Effect on the Movement of Goods	3
	b. Leveraging Non-Federal Funds	4
	c. Net Benefits/Economic Vitality	4
V.	Project Readiness	4
	a. Technical Capacity	4
	b. Project Schedule	5
	c. Environmental Risk	6
	d. Environmental Approvals	6
	e. Risk Mitigation	8
VI.	Domestic Preference	8
VII.	Photos and Graphics	8
VIII.	Letters of Support	9
	 Appendix A. Additional Information for Historic Preservation Review	 13
	Appendix B. BCA Documentation	30

I. PROJECT DESCRIPTION

The City of Marquette, Michigan (largest city in the Upper Peninsula; population 20,680) in cooperation with Cliffs Natural Resources (CNR), Lake Superior and Ishpeming Railroad (LSI) and the Superior Watershed Partnership (SWP) is pleased to submit this proposal to the DOT Port Infrastructure grant program.

Marquette is located on the south shore of Lake Superior and includes Presque Isle Harbor and the LSI Ore Dock which is one of the busiest Great Lakes shipping ports in both the US and Canada. The Port of Marquette (Port) was authorized by Rivers and Harbors Acts of June 3, 1896; June 13, 1902; August 30, 1935; and, July 14, 1960. The Port is almost entirely used for iron ore (taconite) shipping that supports the economy of Great Lakes mining and U.S. steel manufacturing industries with an annual capacity of 9.5 million tons, generating over \$6 billion annually. In addition, the Port provides over 31,000 jobs that produce over \$433 million per year in personal income in transportation and commodity related industries. The LSI Dock is 1,250 feet long, 60 feet wide and 75 feet above the water level.

As a result of high Lake Superior water levels and increases in both the frequency and intensity of coastal storm events, the sole access road to this important port - Lakeshore Boulevard - is under continuous threat. An important north-south thoroughfare, Lakeshore Boulevard, associated utilities, and the adjacent shoreline have experienced impacts including severe erosion and flooding as Lake Superior water levels have continued to rise in recent years. For example, during what climatologists estimated was a 1-in-4,000 year event, a Lake Superior storm on October 24, 2017 produced 28.8-foot waves (historic record) and hurricane-force wind gusts (77 mph; also a historic record), resulting in two drownings and millions of dollars in shoreline damage. More recently in November and December 2019, two back-to-back storms featuring high winds and large waves further decimated this stretch of shoreline infrastructure in the City, resulting in road closures and hundreds of thousands of dollars in additional damages.

In summary, high Great Lakes water levels and recent storm events have created the following impacts to the LSI Ore Dock and related port infrastructure:

- Unprecedented stress to port infrastructure (access infrastructure, fencing, sheet piling, etc.)
- Severe coastal erosion that has damaged the only port access road (Lakeshore Boulevard)
- Created a massive sediment plume that is encroaching on the ore dock threatening port infrastructure and shipping

To address these port infrastructure impacts the proposed project will accomplish the following:

- Improve critical port infrastructure (access infrastructure, fencing, sheet piling etc.)
- Improve port access road infrastructure (pavement, guardrail, fencing, etc.)
- Dredge encroaching sediment to protect port infrastructure (approximately 11,000 cubic yards)

- Deposit dredge materials on shore to stabilize erosion and protect port road infrastructure
- Construct an engineered coastal erosion/sediment control structure to reduce sediment transport and protect port infrastructure

Additionally, the construction of an engineered coastal erosion/sediment control structure will help to impound sediment south of the harbor to reduce future dredging and future impacts to port infrastructure. The removal of the sediment plume will also restore the natural outflow of the Dead River into Lake Superior. Currently, accumulated sand/silt is obstructing the river outflow and diverting the current towards the LSI Ore Dock. Port authorities are concerned that the diverted flow will jeopardize port infrastructure and impact the ability of ore freighters to dock.

Protection of the only access road (Lakeshore Boulevard) to the Port will ensure the efficient movement of personnel, equipment and goods and will reduce costs, create/maintain employment opportunities, and improve the overall security of Port operations. In addition to the benefits mentioned above, this important project will expand upon and compliment larger-scale coastal resiliency improvement efforts that are currently underway immediately south of the proposed project site.

Project partners consulted the U.S. Army Corps of Engineers (USACE) regarding the proposed dredging/infrastructure protection project. USACE supported the related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor and encouraged the City of Marquette to apply for this Port Infrastructure grant. The project is not dependent on, or affected by, U.S. Army Corps of Engineers (USACE) investment but will provide related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor.

II. PROJECT LOCATION

The proposed project will support infrastructure improvements along Lakeshore Boulevard, the only public access road to Presque Isle Harbor and the LSI Ore Dock. Lakeshore Boulevard is located immediately adjacent to Lake Superior in Marquette County, Michigan (46.577979, -87.388961). As the largest city in Michigan's rural Upper Peninsula (U.P. population 311,000; Marquette population 20,680), Marquette is considered an "urban cluster with population less than 50,000." This Great Lakes port project located in a qualified opportunity zone will support infrastructure improvements critical to the continued operation of the port at Presque Isle Harbor. A project location map is included in Appendix A.

III. GRANT FUNDS, SOURCES AND USES OF ALL PROJECT FUNDING

Project partners are seeking \$1,600,000 in PIPD funding to complete proposed objectives. Project partners have committed a minimum of 20% in non-federal match, including \$400,000 leveraged by the City of Marquette as detailed in their match commitment letter. A detailed project budget is outlined in the narrative and table below.

Budget Narrative

Administration: Administration: Includes project administration by the City of Marquette, including technical, engineering, and grant administration costs; \$35,000 (PIDP Funds).

Architectural and engineering fees: Includes professional engineering costs, environmental reviews and permitting: \$125,000 (PIDP Funds).

Other architectural and engineering fees/consulting: Superior Watershed Partnership will provide technical assistance for project coastal stabilization and restoration components: \$75,000 (PIDP Funds)

Site work: Includes costs for the deposit of dredge materials on shore; \$200,000 (PIDP Funds).

Demolition and removal: Includes costs to dredge encroaching sediment (approximately 11,000 cubic yards); \$550,000 (PIDP Funds).

Construction: Includes construction of engineered coastal erosion control structure, port infrastructure, and road infrastructure; \$615,000 (PIDP Funds); \$200,000 (City of Marquette Funds); \$200,000 (State of Michigan Leveraged Funds); Total \$1,015,000.

Total PIPP Funds Requested: \$1,600,000 (80%)

Total Non-Federal Match: \$400,000 (20%)

Total Project: \$2,000,000

Table 1. Project Budget

	Source of Funds			Total Project Costs
	Port Infrastructure Grant	City of Marquette	Leveraged State of Michigan Funding	
Administration	\$ 35,000	\$ -	\$ -	\$ 35,000
Land, structures, rights-of-way, appraisals	\$ -	\$ -	\$ -	\$ -
Relocation expenses and payments	\$ -	\$ -	\$ -	\$ -
Architectural and engineering fees	\$ 125,000	\$ -	\$ -	\$ 125,000
Other architectural and engineering fees/consulting	\$ 75,000	\$ -	\$ -	\$ 75,000
Project inspection fees	\$ -	\$ -	\$ -	\$ -
Site work	\$ 200,000	\$ -	\$ -	\$ 200,000
Demolition and removal	\$ 550,000	\$ -	\$ -	\$ 550,000
Construction	\$ 615,000	\$ 200,000	\$ 200,000	\$ 1,015,000
Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,600,000	\$ 200,000	\$ 200,000	\$ 2,000,000

IV. MERIT CRITERIA

a) Effect on the Movement of Goods

Erosion related to an increase in the frequency and intensity of coastal storm events has resulted in a sediment plume that is threatening offshore access to the port at Presque Isle Harbor. Additionally, storms continue to degrade and threaten the only paved access road to the harbor. The proposed project will address these impacts in order to ensure the continued safe operation of the harbor and the reliable transport of goods.

Specifically, the project will: 1) improve critical port infrastructure, 2) improve port access road infrastructure, 3) dredge encroaching sediment to protect port infrastructure, 4) deposit dredge materials on shore to stabilize erosion and protect port road infrastructure, and 5) construct an engineered coastal structure to reduce sediment transport and protect port infrastructure.

This is critical, as with a shipping capacity of 9.5 million tons, the port at Presque Isle Harbor ranked 10th in tonnage among Great Lakes harbors and 58th among U.S. ports in 2017. In 2017 it was also estimated that bulk commodities that pass through the harbor generate \$6.03 billion annually in business revenue and support 31,371 direct, indirect, and induced jobs that produce over \$433 million per year in personal income through transportation and commodity related industries. A loss of just 1-2 feet in channel depth could result in increased transportation costs between \$22,000 and \$605,000 annually (USACE, 2017).

b) Leverage of Federal Funding

The proposed project will leverage a minimum of \$400,000 in non-federal funding. Specific non-federal sources are outlined in the letter of support provided by the City of Marquette (attached). The proposed project also compliments larger shoreline restoration/coastal resiliency efforts by the City of Marquette just south of the proposed project site (ongoing). This includes and is supported by funding from the National Fish and Wildlife Foundation (\$2.5M).

c) Net Benefits

The project's benefits and costs were calculated relative to a no-build baseline, resulting in a benefit-cost ratio of 2.8. Complete details including input values and calculations are included in Appendix B below.

V. PROJECT READINESS

a) Technical Capacity

The mitigation activity will be managed and completed by the City of Marquette in cooperation with Cliffs Natural Resources, other project partners, and licensed contractors. The city administers numerous local, state and federal grants including state-funded block grants for housing and public works projects each year and has been recognized with a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association.

The project team includes the following City staff/departments: L. Michael Angeli, City Manager; Gary Simpson, Finance Director; Dennis Stachewicz, Director of Community Development; Keith Wittington, City Engineer; Scott Cambensy, Director of Public Works; and Curt Goodman, Director of Municipal Utilities. The Marquette City Department of Engineering will be the lead on project design and will coordinate closely with other departments. The department is composed of nine individuals (three civil engineers, one surveyor, three technicians/inspectors, one GIS technician, and one office staff person) and completes utility and street reconstruction and rehabilitation projects throughout the city each year.

Reconstruction projects include/have included initial topographic survey, design, contract document creation, bidding, construction management and inspection. Rehabilitation projects include/have included: slip lining sewers, water and sewer service line replacement, sidewalk replacement, milling and overlaying street pavement, and pavement crack sealing. Both reconstruction and rehabilitation projects involve administering contracts with contractors. Over the past twenty years the cost of the above mentioned projects has averaged five million dollars per year.

In addition, the Superior Watershed Partnership (SWP) will provide technical assistance for project coastal stabilization and restoration components. Baird Engineering will provide technical oversight for port infrastructure, road infrastructure, dredging and related onshore infrastructure protection components.

b) Project Schedule

The proposed project schedule includes planning and implementation activities to be completed between November 1, 2020 and December 31, 2023 (3 years). The project schedule identifies project milestones including State and local planning and other Federal reviews and approvals, including obtaining permits in compliance with the Federal Clean Waters Act, Rivers and Harbors Act, and the Michigan Natural Resource and Environmental Protection Act (described below). The proposed schedule allows for sufficient time to complete all necessary activities to allow grant funds to be obligated sufficiently in advance of the statutory deadline of September 30, 2023. The project is expected to begin construction quickly upon obligation of grant funds and those funds will be spent expeditiously once the project starts, with all funds anticipated to be expended by December 2023.

Table 2. Project schedule

	Nov-Dec 2020	Jan-Mar 2021	Apr-Jun 2021	July-Sept 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	July-Sept 2022	Oct-Dec 2022	Jan-Mar 2023	Apr-Jun 2023	July-Sept 2023	Oct-Dec 2023
Administration													
Coordinate partners	X	X	X	X	X	X	X	X	X	X	X	X	X
Continued Public Engagement	X	X	X	X	X	X	X	X	X	X	X	X	X
State and Local Planning	X	X	X										
Environmental Approvals													
Obtain all Federal, State, and Local Permits and Approvals	X	X	X	X									
Final Design and Approvals	X	X	X	X									
Obligation of Funds and Agreement				X									

	Nov-Dec 2020	Jan-Mar 2021	Apr-Jun 2021	July-Sept 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	July-Sept 2022	Oct-Dec 2022	Jan-Mar 2023	Apr-Jun 2023	July-Sept 2023	Oct-Dec 2023
Construction													
Bid Advertising			X	X									
Port Infrastructure Improvements (access infrastructure, fencing, sheet piling etc.)				X	X								
Access road improvements (pavement, guardrail, fencing, etc.)				X	X								
Dredge encroaching sediment from Harbor				X	X								
Deposit/re-use dredge materials on shore to stabilize erosion				X	X		X	X					
Construct engineered coastal structure to reduce sediment transport				X	X		X	X	X		X	X	X
Intermediate and Final Inspections					X				X				X
Project Closeout													X

c) Environmental Risk. All required environmental approvals are outlined in section V(d) below. Required approvals and appropriate lead time are included in the project schedule. It is not anticipated that obtaining necessary permits/approvals will affect project obligation. Further, the City of Marquette and project partners have undertaken and will continue to undertake strategies to mitigate any potential risks to project implementation and completion. Any uncertainties around environmental conditions will be addressed through environmental studies, early and frequent communication with the regulatory agencies, and the project team, which includes a diverse collaboration of partners

d) Environmental Approvals

i. Information about the NEPA status of the project. Based on review of the Maritime Administration Manual Orders MAO 600-1, the City of Marquette and partners anticipate the project will qualify for a Categorical exclusion that does not require an environmental assessment or environmental impact statement as the

proposed actions will not have a significant effect on the quality of the environment (individually or cumulatively). In addition, the project includes emergency actions that will improve the resiliency of the Lake Superior shoreline to protect the primary access road to the Port that has been severely damaged by intense storms and high water levels.

These actions will not change the existing character of the Port equipment, facility, or structure but will ensure the safe and efficient operations of the Port including the LS&I Marquette Ore Dock shipping channel. If a Categorical exclusion cannot be issued and environmental documents are required, the City and its partners are prepared to develop an Environmental assessment/Finding of No Significant Impact.

- ii. Environmental Permits and Reviews.** The City of Marquette and partners have initiated pre-application discussions with the Michigan Department of Environment, Great Lakes and Energy (EGLE) and the U.S. Army Corps of Engineers and will be required to obtain permits in compliance with the Federal Clean Water Act and Rivers and Harbors Act, and the Michigan Natural Resource and Environmental Protection Act (NREPA) prior to beginning construction on the project. The City will also coordinate with Marquette County to determine permitting needs under Part 91 of Michigan's NREPA. It is anticipated that all permits and necessary approvals will be obtained prior to construction on the timeline specified in the project schedule.

It should also be noted that this project compliments larger shoreline restoration/coastal resiliency efforts by the City of Marquette just south of the proposed project site (ongoing). The City has obtained environmental clearances for this work from the Federal funders (NFWF/NOAA/FEMA) as well as local, state, and federal permits.

- iii. State and Local Approvals.** The project will require state and local approvals under the authority of the Michigan Natural Resource and Environmental Protection Act (NREPA) administered by the Michigan EGLE and Part 91 of Michigan's NREPA administered by Marquette County. It is anticipated that all permits and necessary approvals will be obtained prior to construction on the timeline specified in the project schedule.

Extensive public outreach has been conducted and the public is supportive of increasing the resiliency of the Lake Superior shoreline in the vicinity of the project area. Extensive planning around alternatives has resulted in a comprehensive approach that will not only protect and stabilize the shoreline and critical infrastructure (roads, utilities, etc.), but will restore coastal habitat, public green space, and public access to Lake Superior.

The City of Marquette in cooperation with partners has recently invested (with public support) over \$3 million in non-federal funding to implement coastal resiliency actions at the highest priority sites. During the fall of 2019, the shoreline experience further damage, including shoreline areas that were previously not as impacted. This resulted in the need for emergency protection efforts and a need to

address impacts to new sections of the shoreline sooner than anticipated (including the actions described in this proposal).

- iv. **Information on reviews, approvals, and permits by other agencies.** The proposed project does not require reviews, approvals, and permits by other agencies.
- v. **A description of whether the project is dependent on, or affected by, U.S. Army Corps of Engineers investment and the U.S. Army Corps of Engineers planned activities as it relates to the project.** The project is not dependent on, or affected by, U.S. Army Corps of Engineers (USACE) investment but will provide related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor. Project partners consulted the U.S. Army Corps of Engineers (USACE) regarding the proposed dredging/infrastructure protection project. USACE supported the related benefits to the adjacent federally authorized navigation channel for Presque Isle Harbor and encouraged the City of Marquette to apply for this Port Infrastructure grant.
- vi. **Environmental studies or other documents.** Please see the attached additional information and photos in Appendix A.

e) Risk Mitigation

The City of Marquette and project partners have undertaken and will continue to undertake strategies to mitigate any potential risks to project implementation and completion. Any uncertainties around environmental conditions will be addressed through environmental studies, early and frequent communication with the regulatory agencies, and the project team, which includes a diverse collaboration of partners.

VI. DOMESTIC PREFERENCE

The proposed project will protect the main transportation route to Presque Isle Harbor and its facilities by improving the resiliency of the Lake Superior shoreline to withstand more frequent and intense storms; reducing dredging requirements in the port by removing the large plume of sediment that is encroaching on the shipping channel for a beneficial use elsewhere; and further reducing future dredging requirements at the port by impounding sediment to the south through the construction of engineered coastal resiliency structures. All attempts will be made to source materials that are produced or manufactured domestically. No acquisition of heavy equipment or exceptions to/waivers of the Buy American provisions are anticipated.

VII. PHOTOS AND GRAPHICS

Please refer to Appendix A.



May 18, 2020

Mr. Bob Bouchard, Director
Office of Port Infrastructure
Port Infrastructure Development Program
Maritime Administration
1200 New Jersey SE
Washington, DC 20590
United States

Dear Mr. Bouchard,

The City of Marquette is pleased to provide this letter of support for our proposal to the Port Infrastructure Development Program. Marquette is located on the south shore of Lake Superior and includes Presque Isle Harbor and the Lake Superior and Ishpeming Railroad Marquette Ore Dock, which is one of the busiest Great Lakes shipping ports in both the United States and Canada.

The proposed project will protect the main transportation route to the Port and its facilities by improving the resiliency of the Lake Superior shoreline to withstand more frequent and intense storms; reducing dredging requirements in the port by removing the large plume of sediment that is encroaching on the shipping channel for a beneficial use elsewhere; and further reducing future dredging requirements at the Port by impounding sediment to the south through the construction of engineered coastal resiliency structures.

In addition to the benefits mentioned above, this important project will expand upon and compliment larger-scale coastal resiliency improvement efforts that are currently underway immediately south of the proposed project site. In addition, the City is providing a minimum of \$200,000 in related project match that supports the goals of the Port Infrastructure proposal and leverages additional state funding (minimum \$200,000). Total committed/leveraged project match: \$400,000 (20%).

If you require additional information, please contact the Director of Municipal Utilities Curt Goodman at 906-361-8008 or email at cgoodman@marquettemi.org.

Respectfully,

L. Michael Angeli, City Manager
City of Marquette

Congress of the United States
House of Representatives
Washington, DC 20515-2201

May 15, 2020

Bob Bouchard, Director
Office of Port Infrastructure
Port Infrastructure Development Program
Maritime Administration
1200 New Jersey SE
Washington, DC 20590

Dear Mr. Bouchard,

I write to bring your attention to the proposal submitted by the City of Marquette to the Maritime Administration's Port Infrastructure Development Program. Marquette is located in Michigan's First District, on the south shore of Lake Superior, and includes some of the busiest Great Lakes shipping ports in both the U.S. and Canada.

The Port of Marquette (Port) is almost entirely used for iron ore shipping that supports Great Lakes mining and U.S. steel manufacturing industries with an annual capacity of 9.5 million tons, generating over \$6 billion annually. In addition, the Port provides over 31,000 jobs that produce over \$433 million per year in personal income in transportation and commodity related industries.

It is my understanding that the proposed project will protect the main transportation route to the Port and its facilities by improving the resiliency of the Lake Superior shoreline to withstand more frequent and intense storms. It could also reduce current and future dredging requirements at the Port by removing the large plume of sediment that is encroaching on the shipping channel and impounding sediment to the south through the construction of engineered coastal resiliency structures.

Protection of the main transportation network to the Port will ensure the efficient movement of goods as well as reduce costs, create employment opportunities, and improve the overall security of Port operations. I urge MARAD's consideration of this application. Please feel free to contact me if you have any questions.

Kind regards,



Jack Bergman
Member of Congress





CLEVELAND-CLIFFS INC.

Lake Superior & Ishpeming Railroad Company
PO Box 2000, Ishpeming, MI 49849-0901
P 906.475.7813 F 906.475.3377 clevelandcliffs.com

May 18, 2020

Bob Bouchard, Director
Office of Port Infrastructure
Port Infrastructure Development Program
Maritime Administration
1200 New Jersey SE
Washington, DC 20590
United States

Re: Support for the City of Marquette's application to the Port Infrastructure Development Grant

Dear Mr. Bouchard,

Lake Superior & Ishpeming Railroad Company (LS&I), Marquette Range Coal Service Company (MRCSC), and the Tilden Mining Company L.C. (Tilden) all of whom are subsidiaries ultimately of Cleveland-Cliffs Inc. (Cliffs), are pleased to submit this letter of support for a proposal by the City of Marquette to the Port Infrastructure Development Program.

Cliffs operates an open pit mine and iron ore processing plant at its Tilden mine, which is located five miles south of Ishpeming. The Tilden mine employs 920 people and has an annual capacity of 8.0 million tons. The ore is mined and processed into iron ore pellets at the Tilden mine and shipped using Cliffs' LS&I short line railroad to the LS&I ore dock in the port of Marquette. Cliffs' ship unloading facility (SUF) owned by MRCSC is located partially in Lake Superior, adjacent to the LS&I ore dock. The LS&I ore dock loads pellets onto Great Lakes vessels to be transported to Cliffs' steelmaking facilities and customers on the Great Lakes. In addition to shipping iron ore pellets, the SUF is used to receive bulk materials that are essential to Tilden's process. The LS&I ore dock and SUF operate under bottomlands agreements from the State of Michigan's Department of Environment, Great Lakes and Energy, Water Resource Division.

The proposed project will protect the main vessel transportation route to the Port and its facilities by improving the resiliency of the Lake Superior shoreline to withstand more frequent and intense storms. Furthermore, the Dead River, discharge point into Lake Superior would be reestablished at its historic location, instead of discharging its sediment directly into the shipping channel alongside the Ore Dock. This project would improve the safety and operational use of the Port for material movement.

Cleveland-Cliffs supports the Port dredging project, pending review of the plan and approval of final design, and urges the Maritime Administration to award the Port Infrastructure Development Grant for the City of Marquette.

Please contact Gabe Johnson by phone at 906-475-3637 or by email at gabriel.johnson@clevelandcliffs.com, if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Kochevar", written over a horizontal line.

James M. Kochevar
Vice President, Iron Ore Operations



SUPERIOR WATERSHED PARTNERSHIP

LAKE SUPERIOR • LAKE MICHIGAN • LAKE HURON

2 Peter White Drive • Presque Isle Park • Marquette, Michigan 49855
Phone: (906) 228-6095 • Fax: (906) 228-6863 • www.superiorwatersheds.org

May 12, 2020

Bob Bouchard, Director
Office of Port Infrastructure
Port Infrastructure Development Program
Maritime Administration
1200 New Jersey SE
Washington, DC 20590
United States

Dear Mr. Bouchard,

The Superior Watershed Partnership is pleased to provide this letter of support for a proposal submitted by the City of Marquette to the Port Infrastructure Development Program. Marquette is located on the south shore of Lake Superior and includes Presque Isle Harbor and the Lake Superior and Ishpeming Railroad (LS&I) Marquette Ore Dock which is one of the busiest Great Lakes shipping ports in both the U.S. and Canada. The Port of Marquette (Port) is almost entirely used for iron ore shipping that supports the economy of Great Lakes mining and U.S. steel manufacturing industries with an annual capacity of 9.5 million tons, generating over \$6 billion annually. In addition, the Port provides over 31,000 jobs that produce over \$433 million per year in personal income in transportation and commodity related industries.

The proposed project will protect the main transportation route to the Port and its facilities by improving the resiliency of the Lake Superior shoreline to withstand more frequent and intense storms; reducing dredging requirements in the port by removing the large plume of sediment that is encroaching on the shipping channel for a beneficial use elsewhere; and further reducing future dredging requirements at the Port by impounding sediment to the south through the construction of engineered coastal resiliency structures.

Protection of the main transportation network to the Port will ensure the efficient movement of goods as well as reduce costs, create/maintain employment opportunities, and improve the overall security of Port operations. Please feel free to contact me if you have any questions regarding our support for this project.

Sincerely,

Carl Lindquist
Executive Director

Appendix A - ADDITIONAL INFORMATION FOR HISTORIC PRESERVATION REVIEW

Brief Project Description:

High Great Lakes water levels and recent storm events have created the following impacts to the Port of Marquette and related port infrastructure:

- Unprecedented stress to port infrastructure (access infrastructure, fencing, sheet piling, etc.)
- Severe coastal erosion that has damaged the only port access road (Lakeshore Boulevard)
- Created a massive sediment plume that is encroaching on the ore dock threatening port infrastructure and shipping

To address these port infrastructure impacts the proposed project will accomplish the following:

- Improve critical port infrastructure (access infrastructure, fencing, sheet piling etc.)
- Improve port access road infrastructure (pavement, guardrail, fencing, etc.)
- Dredge encroaching sediment to protect port infrastructure (approximately 11,000 cubic yards)
- Deposit dredge materials on shore to stabilize erosion and protect port road infrastructure
- Construct engineered erosion/coastal structure to reduce sediment transport and protect port infrastructure

1. USGS Quad Map that clearly identifies the project location.

Please see the attached USGS 7.5 minute series quadrangle map (1:24,000 scale). The project Area of Potential Effects (APE) including the entire length of the project and 1,000 feet inland (Michigan Coastal Zone Boundary) and 2,000 feet offshore.

2. Township, Range, Section.

The proposed project is located in T48N, R25W, Section 2, Section 11, and Section 14.

3. Site planning showing limits of proposed excavation. Description of width, length, and depth of proposed ground distributing activity.

Please see the attached site plan. Total project area, and dimensions of excavation and fill areas are provided below:

Total Project Area: 7,070 linear feet, 1,500' wide (maximum) and 80' wide (minimum), 78 acres.

Dredge Area (excavation): 1,740' long x 1,060' wide, 5'-18' deep. 28 acres. Includes approximately 11,000 cubic yards of material to be dredged from this area.

Beneficial Reuse Area (fill): 7,070' long, 474' wide (maximum), and 80' wide (minimum), 37 acres.

Shoreline Stabilization Structure (fill): An engineered structure will extend lake ward anywhere from about 400' from the shoreline, with the head of the groin sitting in about 12-15' of water (~12.5' below chart datum).

4. Previous land use and disturbances.

Historically, the Lake Superior shoreline in the project area consisted primarily of industrial uses (factories and rail yards), Port operations, and utilities including the Presque Isle Power Plant. Today, the project area serves as the main route to the Port, public marina public parks, and public/open green spaces that provide recreational access to Lake Superior (please see attached photos).

There is a parcel (35 acres) located immediately south and west of the project site (known as the former Cliffs Dow Site) has been designated as a Michigan Part 201 Facility due to contaminated groundwater from past industrial uses. The City is currently working closely with Michigan EGLE and Great Lakes Coastal Engineers to ensure that the ongoing and proposed shoreline improvements will not result in impacts to the environment or public health from contamination at the site. More information related to this site (including studies and reports) will be provided upon request.

Previous land disturbances in the project area have included historic industry and rail lines/yards that road and non-motorized trail construction, maintenance dredging of nearshore areas, construction of new park buildings/facilities, loss/damage of natural shoreline habitat due to large Lake Superior storms, and mechanical removal of debris and sand from roads and paths following large storm events.

5. Current land use and conditions.

The proposed project area includes 7,070 linear feet of Lake Superior shoreline that consists of sand beach, dune grasses, and native tree species, and park facilities including a parking area, restroom facility, and picnic areas. This area has been highly impacted by storm damaged and coastal flooding in recent years (please see attached photos). The Lake Superior bottom lands in the project area consist primarily of sand with few small rock outcroppings and boulders.

Lakeshore Boulevard, municipal utilities (water, sewer, electric, etc.), and a multi-use trail parallel the shoreline and provide north/south access to the Port and public parks. There have been no artifacts found in the project area. There are small wetlands located on adjacent private property in the project area. These wetlands will not be impacted by the proposed project (please see attached photos).

6. List and date all properties 50 years of age or older located in the project area.

Buildings/structures located in the project area (listed from north to south) include, the LS&I Marquette Ore Dock and facilities (constructed in 1911) including a coal un-loading structure, the Presque Isle Power Plant (constructed in 1955), Clark Lambros Beach Park restroom facility (constructed in 2015), a City of Marquette sanitary sewer lift station building (age unknown), and a commercial building (constructed in 2014) and parking area. There are no other structures or buildings located in the project area.

7. Timing of Construction Activities: Construction is expected begin in 2021 and will be completed by December 2023.

8. Proposed Construction Materials: Proposed construction materials include sand, rock, and native plant species.

9. Construction Operation Practices: Construction is expected begin in 2021 and will be completed by December 2023. Some tasks may occur simultaneously but in general would consist of the following sequence:
 1. Improve critical port infrastructure (access infrastructure, fencing, sheet piling etc.).
 2. Improve port access road infrastructure (pavement, guardrail, fencing, etc.).
 3. Dredge encroaching sediment to protect port infrastructure (approximately 11,000 cubic yards).
 4. Deposit dredge materials on shore to stabilize erosion and protect port road infrastructure.
 5. Construct engineered coastal structure to reduce sediment transport and protect port infrastructure.
10. Site Access During/After Construction: Site access will be restricted during earth moving activities. Following construction, full public access will be restored.
11. Tree Clearing: There is no planned clearing of live trees included in the proposed project.
12. Best Management Practices to be implemented: The project design will utilize coastal resiliency best practices including beneficial reuse of dredged materials for development of a “living shoreline” to restore and strengthen natural systems, improve the resiliency of the shoreline to more frequent and intense storms, and provide contiguous habitat along the Lake Superior shoreline. Additional best practices will be implemented to avoid the introduction and/or spread of invasive species, soil erosion and off-site sedimentation, and other non-point source pollution. The City and partners will continue to work closely with Michigan EGLE and USACE permitting staff to finalize engineered plans, and obtain NEPA clearance and permits for implementation.
13. Direct, Indirect, and Cumulative Impacts: The project is not expected to result in any direct, indirect or cumulative impacts to coastal uses, essential fish habitat, historic properties including archeological resources or historic structures, or to the long-term conservation of fish, wildlife and other natural resources. A State Historic Preservation Office (SHPO) review and Phase I archeological study was previously conducted for the southern portion of the project area and determined that no historic properties or archeological sites or artifacts were present. If funded, a separate SHPO review of the proposed project site area will be conducted to verify that no known historic structures will be affected during construction. The project is not located in a Special Flood Hazard Area, as depicted on a National Flood Insurance Rate Map. The City of Marquette participates in the National Flood Insurance Program.
14. Project Site Map/Plan and Photographs: See attached.
15. Documentation of Endangered or Threatened Species: A review of potential threatened or endangered species or critical habitat was provided by The Nature Conservancy using the Michigan Natural Features Inventory National Heritage database. The table below lists the potential occurrences located within a one mile radius of the proposed project area.

Endangered or Threatened Species Observed within One Mile of the Project Area:

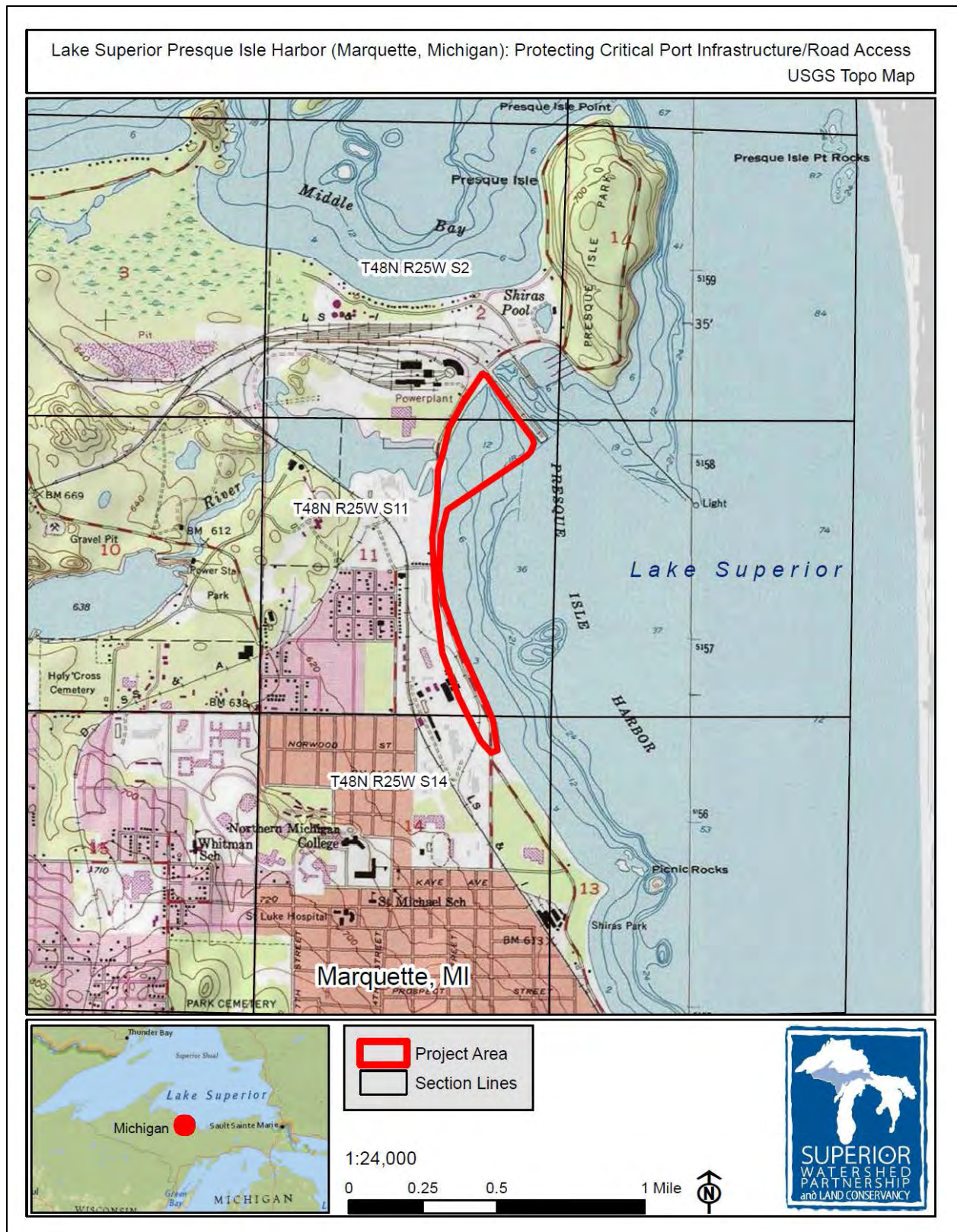
Scientific Name	Common Name	Federal Rank	State Rank
<i>Falco peregrinus</i>	Peregrine falcon*		E
<i>Salix pellita</i>	Satiny willow		SC
<i>Drosera anglica</i>	English sundew		SC
<i>Carex atratiformis</i>	Sedge		T
<i>Rallus elegans</i>	King rail		E
<i>Myotis septentrionalis</i>	Northern long-eared bat	LT	SC
<i>Myotis lucifugus</i>	Little brown bat		SC
<i>Trisetum spicatum</i>	Downy oat-grass		SC
<i>Gymnocarpium</i>	Limestone oak fern*		T
<i>Pinguicula vulgaris</i>	Butterwort*		SC
<i>Corispermum americanum</i>	American bugseed*		SC
<i>Juncus stygius</i>	Moor rush		T
<i>Amerorchis rotundifolia</i>	Small round-leaved		E
<i>Tanacetum huronense</i>	Lake Huron tansy		T

*observed within the past 10 years

Determination of no adverse impacts from TNC: The proposal area was checked against the Michigan Natural Features Inventory database. The project area falls into the element occurrence range of Small Round Leaved Orchis (*Amerorchis rotundifolia*), King Rail (*Rallus elegans*), Satiny Willow (*Salix pellita*), Lake Huron Tansy (*Tanacetum huronense*), Moor Rush (*Juncus stygius*), Northern Long Eared Bat (*Myotis septentrionalis*), and Little Brown Bat (*Myotis lucifugus*). All of these element occurrence observations are more than thirty years old. Within one mile of the project area, there are other occurrences of Peregrine Falcon (*Falco peregrinus*), English sundew (*Drosera anglica*), Sedge (*Carex atratiformis*), Downy oat-grass (*Trisetum spicatum*), Limestone Oak Fern (*Gymnocarpium robertianum*), Butterwort (*Pinguicula vulgaris*), and American bugseed (*Corispermum americanum*). Some of these have been seen within the past ten years. In accordance with TNC staff recommendations, the [MNFI Rare Plants and Animals List](#) will be utilized to survey the project area for these species; however, it is unlikely that they are still present in the project area.

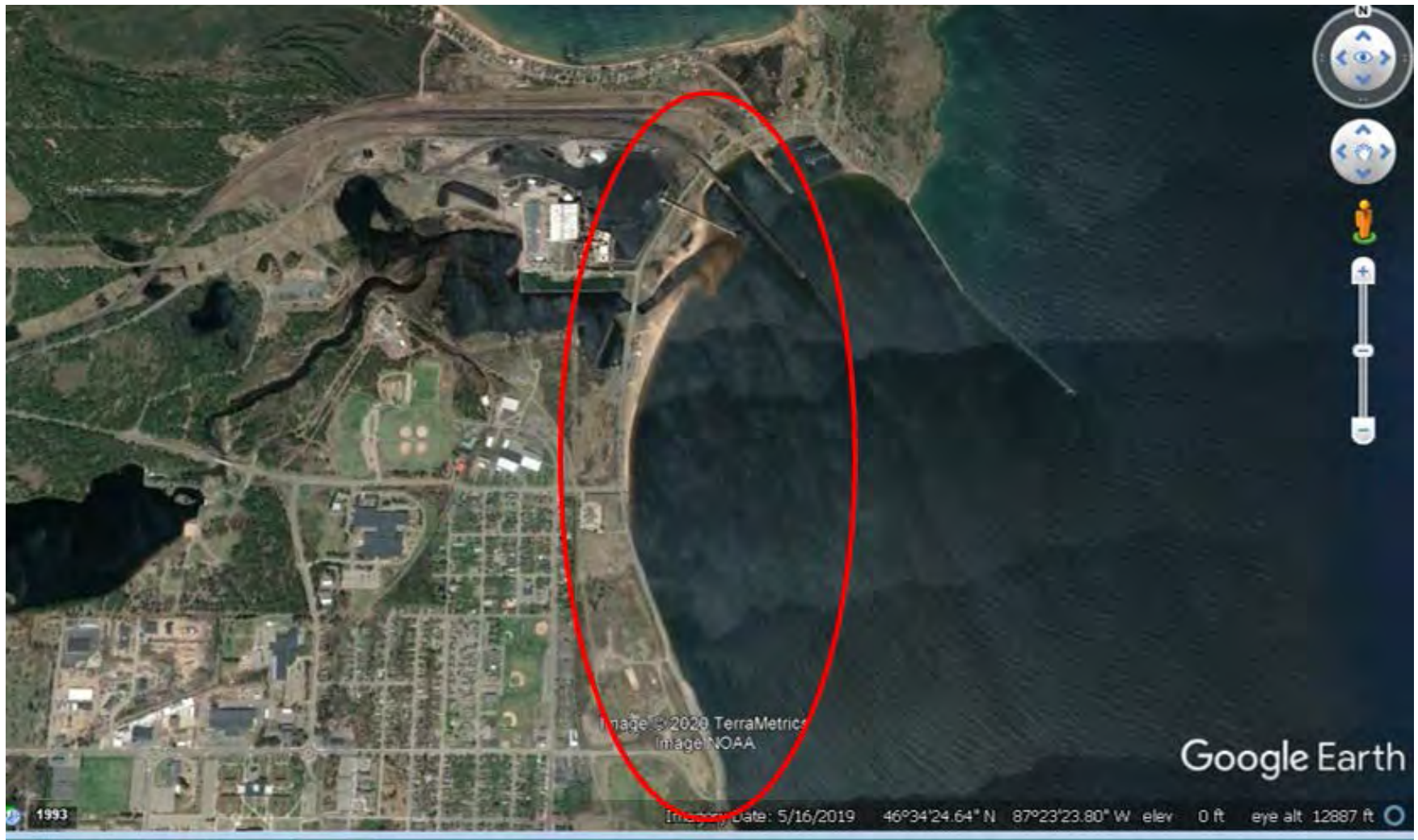
Citation: Natural Heritage Biotics Database. Consolidated by: Michigan Natural Features Inventory. Distributed by MNFI and accessed on December 10, 2019 by Lisa Niemi and Emily Clegg at The Nature Conservancy.

Lake Superior Presque Isle Harbor (Marquette, MI): Protecting Critical Port Infrastructure/Road Access



USGS 7.5 minute series quadrangle map (1:24,000 scale).

Lake Superior Presque Isle Harbor (Marquette, MI): Protecting Critical Port Infrastructure/Road Access



Project Area of Potential Effects (APE)



Project Site Plan



Photo 1. Looking north at the Port access road (Lakeshore Boulevard) during a storm.

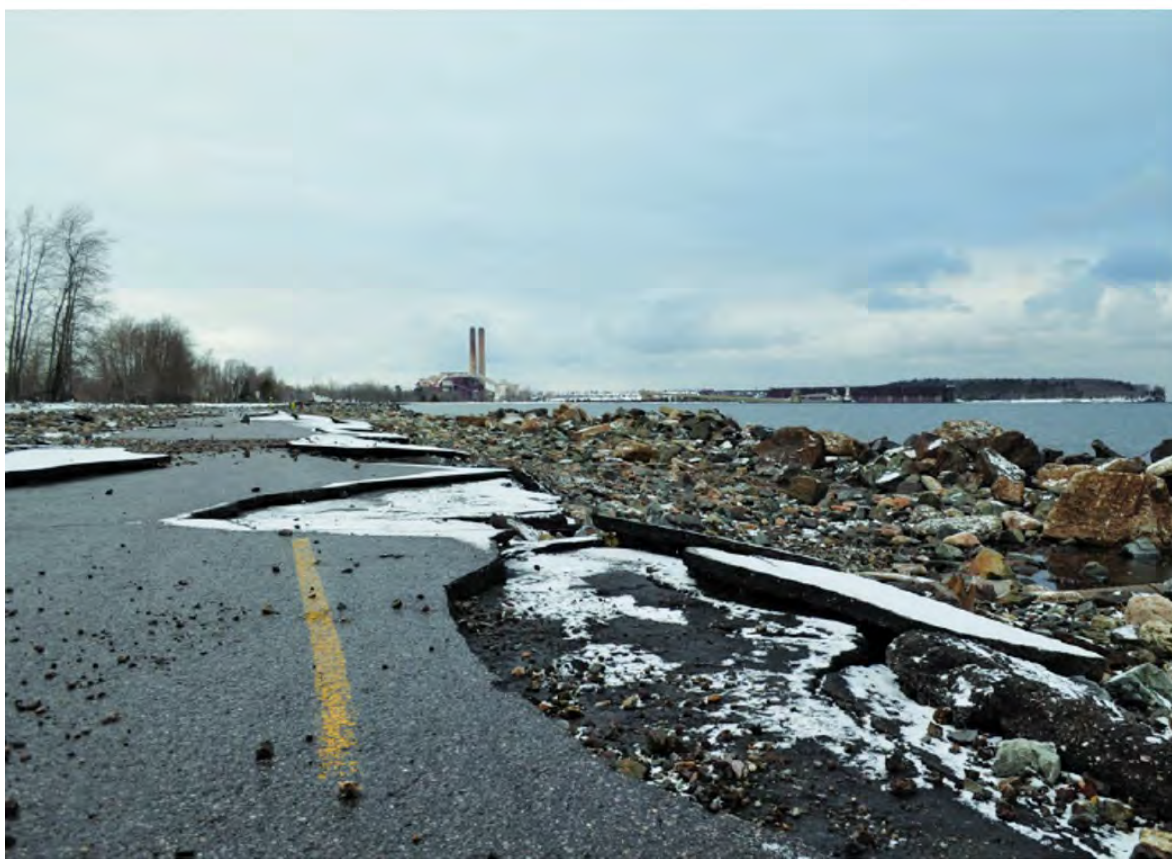


Photo 2. Looking north at Lakeshore Boulevard and shoreline damage that occurred during the fall of 2019.



Photo 3. Addition shoreline damage that occurred during the fall of 2019 south of the project area.



Photo 4. Aerial photo looking north at the sediment plume encroaching on the Marquette Ore Dock.



Photo 5. Google Earth image of the same area prior to recent fall storms.

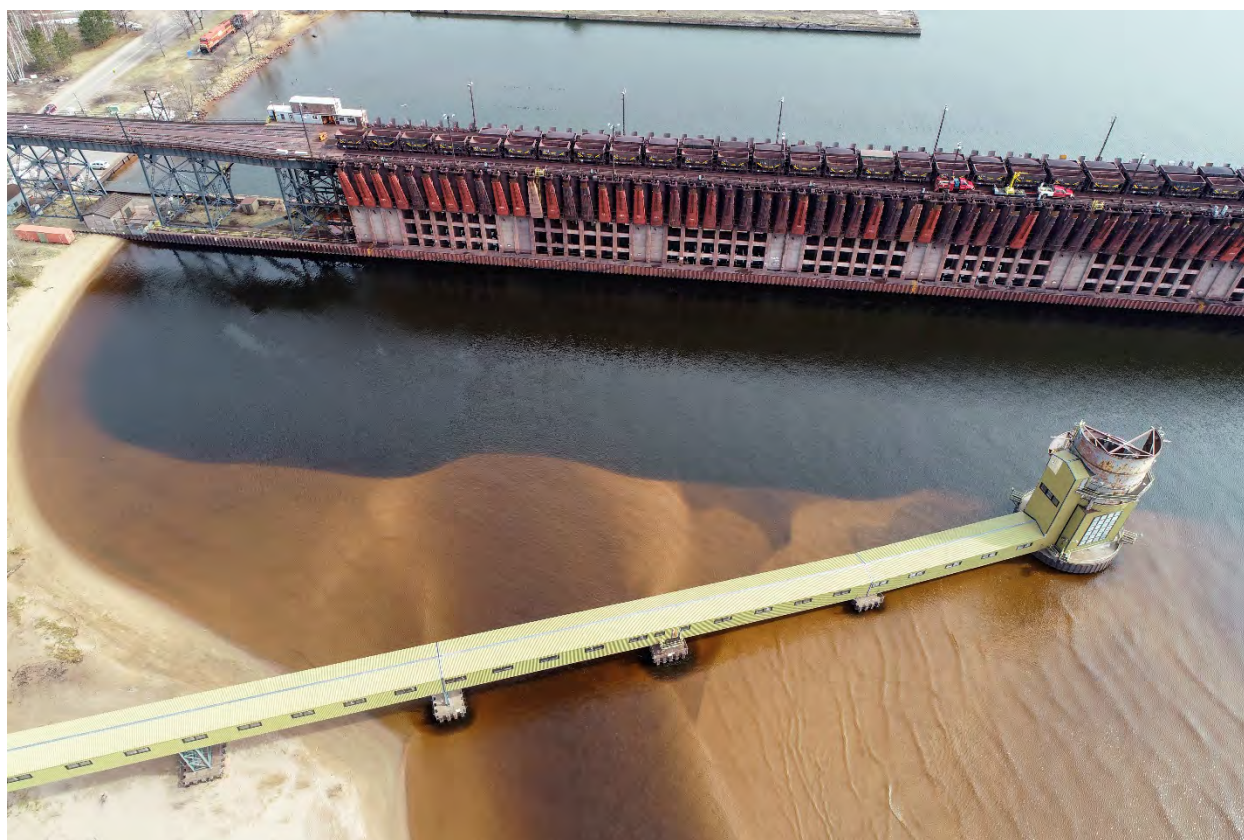


Photo 6. Aerial photo of the sediment plume encroaching on the Marquette Ore Dock slip.



Photo 7. Looking southeast from Hawley Street at a commercial building (built in 2014).



Photo 8. Looking north at the City municipal pump house building located near the northwest intersection of Hawley Street and Lakeshore Boulevard (date of construction is unknown).



Photo 9. Looking north at the Port access road (Lakeshore Boulevard) at the intersection with Hawley Street.



Photo 10. Looking south at Lakeshore Boulevard from the intersection with Hawley Street.



Photo 11. Looking south at shoreline damage adjacent to Lakeshore Boulevard. Note the road is very close to the lake in this area and is frequently overtopped by waves.



Photo 12. Looking north at the Lake Superior shoreline and Lakeshore Boulevard near Hawley Street.



Photo 13. Looking north at the natural sand/dune beach and public park.



Photo 14. Clark Lambros Beach Park restroom facility and parking area (constructed in 2015).



Photo 15. Looking north at the mouth of the Dead River.



Photo 16. Looking northeast at natural beach and parking area adjacent to the Marquette Ore Dock.



Photo 17. Looking northeast at the Marquette Ore Dock and coal unloading structure.



Photo 18. Looking north at the natural shoreline adjacent to the Marquette Ore Dock.



Photo 19. Looking north at the LS&I dock facilities and outbuildings (first construction in 1911).



Photo 20. Looking southeast at the LS&I Marquette Ore Dock and facilities including U.S. Customs station (year built unknown).

Appendix B. BCA Documentation

Please refer to attached excel file and associated documents.