

City of Marquette, MI



Meeting Agenda City Commission

**Monday, September 13, 2021
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

1. Consent Agenda

- 1.a. Approve the minutes of the September 8, 2021 special Commission meeting
- 1.b. Approve the total bills payable in the amount of \$4,916,304.00
- 1.c. Founders Landing Pile Reuse Design and Construction Oversight Contract Change Order
- 1.d. Noquemanon Trails Network - Office and Storage Lease Agreement
- 1.e. Proclamation - Constitution Week
- 1.f. Schedule a Public Hearing for the FY 2022 Budget

Unfinished Business

- 2. Rezoning of 301 W. Baraga Avenue - Roll Call Vote

Closed Session

- 3. Pursuant to MCL 15.268(c) for strategy session with regard to the negotiation of collective bargaining agreements.

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/13/2021

Consent Agenda

Approve the minutes of the September 8, 2021 special Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Sep. 8 minutes



City of Marquette, MI

300 West Baraga Avenue
Marquette, Michigan 49855

Meeting Minutes City Commission Special Meeting

Monday, September 8, 2021
4:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith and Stonehouse.

Approval of the Agenda

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

Announcements

Mayor Smith had no announcements.

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

There were no public comments at this point in the meeting.

1. Consent Agenda

Commissioner Sally Davis moved to Approve the Consent Agenda, seconded by Commissioner Jessica Hanley and Carried Unanimously.

1.a. Approve the minutes of the August 30, 2021 regular Commission meeting

New Business

2. Budget Overview

City Finance Director Mary Schlicht provided an overview of today's meeting.

Andrea Ingmire, Director of the Peter White Public Library, highlighted the library's budget for the coming year.

Becky Finco, Executive Director of the Marquette Downtown Development Authority, offered a summary look at the DDA budget.

Mary Schlicht then discussed the details of the Marquette Brownfield Redevelopment Authority budget, including a brief look at individual projects. There was commission discussion about the MBRA Revolving Loan Fund and the MBRA's project priority policy. Mayor Smith suggested holding a future work session, focused solely on brownfield.

Mary Schlicht then led discussion on the Local Development Finance Authority. The commission discussed the LDFA and the SmartZone, what those bodies do and what the overall budget looks like.

City Manager Karen Kovacs summarized reductions and changes in the City's general fund budget, which, as currently proposed, has a shortfall of about \$1.9 million. Commissioners then discussed details of the funding for the Street Improvement Maintenance Project, as well as planned projects on Lakeshore Boulevard and College Avenue.

Mary Schlicht provided an overview of the City Fee Schedule, and this led into a discussion about utility rates.

City Manager Kovacs shared some slides with the Commission, highlighting the results from the utility rate study previously commissioned by Raftelis. The data indicates a significant need for some rate increases to cover debt, operations and infrastructure related to the City's utility systems. Ms. Kovacs said that City road projects, even if funded by a millage, will often include infrastructure work; this work must be funded independently of the millage. Commissioners discussed the need for some rate increases, the options for rate assistance for residents and the best ways to ensure an equitable rate structure that allows the City to maintain its utility infrastructure. Mayor Smith suggested holding a future work session on the topic of utility rates.

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

Margaret Brumm said she hopes there is a way to make people more aware of existing avenues for utility rate assistance. She also spoke about the City and Superior Watershed Partnership program to collect cigarette butts in drop-off tubes around town. As of last week, 10 pounds have been collected.

Comments from the Commission

Commissioner Hanley thanked staff, especially City Manager Kovacs and Finance Director Schlicht, for all the work that has gone into the budget this year.

Mayor Pro Tem Hill said that residents can call 2-1-1 to be put in touch with someone who can walk them through available assistance services.

Commissioner Mayer thanked staff and said he appreciates how well the commission can work together.

Commissioner Stonehouse thanked everyone and commended the passion that everyone brings to these meetings.

Commissioner Bonsall echoed everyone's positive comments. He said this meeting started out a bit slowly but was ultimately very beneficial. He reminded residents that it is still glass recycling week. He praised the work done and discussed the work to come on this budget.

Commissioner Davis talked about striking a balance between maintaining city services and keeping the cost of living in Marquette as low as possible. She said staff is working hard, and the City is doing what it can.

Mayor Smith said this is the toughest city budget since she joined the commission in 2017. She said she likes this new process and thanked staff and the other commissioners.

Comments from the City Manager

City Manager Karen Kovacs thanked the commission for the discussion tonight. She said this is a difficult process, but that everyone involved is working together very well.

Adjournment

Mayor Smith adjourned the meeting at 6:57 p.m.

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/13/2021

Consent Agenda

Founders Landing Pile Reuse Design and Construction Oversight Contract Change Order

BACKGROUND:

At its March 11, 2019 regular meeting, the City Commission approved GEI Consultants for the preliminary design phase of the Founders Landing Piers.

At the July 8, 2019 meeting, the City Commission approved a change order to GEI's contract in the amount of \$200,000 to cover final design, permitting and construction oversight in the form of RFI response, and potential revisions to the drawings and specifications.

Since that time, the permitting process has dictated several changes to the design. Construction is underway and the project requires construction oversight by the engineers beyond the scope of the existing contract or change orders with GEI.

This proposed change order will cover four hours per week of onsite construction oversight as well as quality assurance testing, lab testing, progress reports, pay request overviews, final inspections and construction record documents.

This change order will cover the additional costs and scope items for engineering and construction oversight of the project through completion.

FISCAL EFFECT:

The cost for this change order will not exceed \$46,400 and adequate funding will be provided through the Founders Landing Brownfield TIF plan.

RECOMMENDATION:

Approve the change order from GEI Consultants for construction oversight of the Founders Landing pier project in an amount not-to-exceed \$46,400, and authorize the City Manager or her designee to sign the change order.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▢ Change Order 2

August 10, 2021
Project No. 610043

Mr. Jon Swenson
Director of Community Services
City of Marquette
300 W. Baraga Ave.
Marquette, Michigan 49855

RE: Construction Administration Services – Spear Dock Revitalization Project, Marquette, Michigan

Dear Mr. Swenson:

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide the City of Marquette (City) with this proposal for the above referenced project. We have generated our scope of services based on our understanding of the project and our discussions with you.

Project Understanding

GEI understands that the City has begun construction on the Spear Dock Project and would like GEI to provide construction administration services.

Scope of Services

Based on our understanding of the project and our discussions with you, we understand a program consisting of the following services:

Provide Construction Administration and Field Services:

Immediately following issuance of the Notice to Proceed with the selected contractor, GEI scheduled a pre-construction conference with City and contractor. GEI will serve the role of “Owner’s Representative” during construction documenting construction activities and progress, while generally looking out for the best interests of City.

Based on our discussions with you, GEI proposes to have our experienced on-site engineers and technicians observing the contractor’s work part-time during construction. In addition, GEI will provide technicians certified in conducting quality assurance testing during construction. Such testing may include testing sources of aggregate material, backfill compaction, concrete testing, and bituminous paving inspection. The testing requiring laboratory analysis will be performed directly by GEI staff from our Marquette testing laboratory.

GEI will also attend weekly construction progress meetings with City’s representatives and the Contractor. We can also assist the City with preparation of publishing and press release information that may be necessary for newspaper or local radio announcements, if desired. Advertising fees will be the responsibility of City.

GEI will review requests for payment by the contractor and make recommendations to the City for payment. GEI will maintain a budget status report detailing expenditures dispersed on the project. GEI will discuss with City representatives, the need for public informational meetings and be available for such meetings, if necessary, during construction. GEI will confirm and collect record data during construction to accommodate the generation of final record drawings of the work completed.

GEI assumes construction inspection will take place over a period lasting 8 months. We anticipate providing a qualified engineer or technician on-site to provide construction oversight for approximately four (4) hours per week for the project duration. Should construction take longer than 8 months or should oversight require more than four hours per week plus anticipated contract administration, GEI reserves the right to negotiate our contract accordingly.

As part of the project close-out, GEI will ensure that all lien waivers are secured from contractors and suppliers prior to making a recommendation for final payment to the prime contractor. GEI will prepare final Record Documents to City. These documents will be submitted in electronic and reproducible "hard copy" formats. CAD files will be submitted in .dwg format compatible for uploading into Arc GIS 9.3.1 format. GEI has a full-service GIS group that can assist City in this process if needed.

Project Schedule

We understand that the project construction started in mid-July 2021 with a projected completion by the contractor of May 2022.

Given the difficulties created by the ongoing COVID-19 crisis, the performance of the services included in this Proposal as well as the satisfaction of the schedule described herein, are contingent and conditioned upon GEI having the ability to deploy the required resources as well as having access to the required site and data/documents to complete the services. These resources include, but are not limited to GEI staff, subcontract vendors and materials providers. GEI will immediately notify the Client in the event it becomes aware that services will be interrupted or otherwise delayed as discussed herein.

Project Deliverables

We will provide City with the following deliverables for this project:

- Construction record documents.

Task Costs

GEI proposes to perform services described above on a time and material basis, not to exceed **\$46,400**. If additional services are required or requested beyond those described above, they will be performed on an accrued time-and-expense basis in accordance with our standard rates upon approval from the City of Marquette.

Terms of Engagement

Our services will be performed in accordance with the attached Standard Professional Services Agreement. Please sign and return one copy of the attached Professional Services Agreement. A fully executed agreement will serve as our notice to proceed. GEI will submit invoices monthly.

We thank you for the opportunity to submit our proposal for this project. Should you have any questions or require additional information, please contact George at (906) 662-4747.

Sincerely,



George M. Meister, PE
Senior Project Consultant



Chris R. Abraham
Branch Manager

Attachment:

Standard Professional Services Agreement
2021 Michigan Fee Schedule

GMM/CRA:lmc

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STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between:

GEI Consultants of Michigan, P.C., 109 W. Baraga Avenue, Marquette, Michigan 49855 and
 City of Marquette, 300 W. Baraga Avenue, Marquette, Michigan 49855

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, limited to the amount to the compensation received by GEI on this project. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of the City of Marquette, and will remain the sole and exclusive property of the City of Marquette whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project.

Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:	Mr. John Swenson

For GEI:	Mr. George Meister

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of Michigan.

- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- ☒ Exhibit A, Scope of Services and Schedule
- ☒ Exhibit B, Payment Terms
- ☒ Exhibit C, Insurance
- ☒ Exhibit D, Special Provisions for Field Services
- ☐ Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
- ☐ Exhibit F, Special Provisions for Engineering Design Services
- ☐ Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- ☒ Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By:

By:



(Signature)

(Signature)

George Meister

(Print Name)

(Print Name)

Project Manager

(Title)

(Title)

August 10, 2021

(Date)

(Date)

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Scope of Services and Schedule

[See attached Proposal dated August 10, 2021]

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

Payment Terms

[See attached Proposal dated August 10, 2021]

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 - 1. In accordance with the laws of the state(s) in which services are performed.
- B. Commercial General Liability (CGL) Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 - 2. Including explosion, underground drilling excavation, and collapse hazards.
 - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
- C. Comprehensive Automobile Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 - 2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance:
 - 1. \$1,000,000 per claim and in aggregate.

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and

by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

~~STANDARD PROFESSIONAL SERVICES AGREEMENT~~**~~EXHIBIT E~~****~~Special Provisions for Services of Licensed Site/Environmental Professionals~~**

~~For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:~~

- ~~A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.~~
- ~~B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.~~
- ~~C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.~~

~~STANDARD PROFESSIONAL SERVICES AGREEMENT~~

~~EXHIBIT F~~

~~Special Provisions for Engineering Design Services~~

A. ~~Design Without Construction Phase Services.~~ CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction Related Services, then CLIENT:

1. ~~Assumes all responsibility for interpretation of the construction Contract Documents.~~
2. ~~Assumes all responsibility for construction observation and review.~~
3. ~~Waives any claims against GEI that may be in any way connected thereto.~~

~~For purposes of this Agreement, Construction Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction phase services.~~

B. ~~Use of Documents.~~

1. ~~The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.~~
2. ~~All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.~~
3. ~~Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.~~
4. ~~CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.~~

~~STANDARD PROFESSIONAL SERVICES AGREEMENT~~**~~EXHIBIT G~~****~~Special Provisions for Opinions of Probable Construction Costs~~**

~~GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.~~

~~If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.~~

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT H

Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 90
Staff Professional – Grade 2	\$ 97
Project Professional – Grade 3	\$ 105
Project Professional – Grade 4	\$ 113
Senior Professional – Grade 5	\$ 128
Senior Professional – Grade 6	\$ 167
Senior Professional – Grade 7	\$ 179
Senior Consultant – Grade 8	\$ 247
Senior Consultant – Grade 9	\$ 277
Senior Principal – Grade 10	\$ 277

Senior Drafter and Designer / GIS	\$ 102
Drafter and Designer / GIS	\$ 83
*Senior Field Professional	\$ 105
*Field Professional	\$ 92
*Senior Technician	\$ 79
*Technician II	\$ 75
*Technician I	\$ 66
Word Processor, Administrative Staff	\$ 69
Office Aide	\$ 69

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the specified rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/13/2021

Consent Agenda

Noquemanon Trails Network - Office and Storage Lease Agreement

BACKGROUND:

The Noquemanon Trails Network Council (NTN) has a lease agreement for office and storage space at Lakeview Arena. Staff has worked with the City Attorney and NTN to draft a standard lease agreement which provides for the terms and conditions of the request. The monthly lease payment shall be \$463.50. The term of the lease is one year.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$5,562 in revenue for FY 2022.

RECOMMENDATION:

Move the lease agreement with Noquemanon Trails Network Council for office space at Lakeview Arena to the next regular meeting.

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, MI 49855, hereinafter "LESSOR", and **NOQUEMANON TRAILS NETWORK COUNCIL**, a Michigan corporation, of 401 E. Fair Street, Marquette, MI 49855, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee office space and storage space as shown in Exhibit "A" located in Lakeview Arena's Russell Arena in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee space as shown in Exhibit "A" within the Russell Arena.
- 1.2 Lessor agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations as developed by Lessor, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

- 2.1 The term of this lease shall begin on October 1, 2021 and end September 30, 2022.

3. Rent

- 3.1 Office Space: Annual rental amount for office space shall be Twelve and 00/100 Dollars (\$12.00) per square foot (432 square feet). Lessee shall pay Four Hundred Thirty-Two and 00/100 Dollars (\$432.00) monthly. Lessee shall be responsible for its telephone and internet service.
- 3.2 Storage Space: Annual rent storage space shall be Six and 00/100 Dollars (\$6.00) per square foot (63 square feet). Lessee shall pay Thirty-One and 50/100 Dollars (\$31.50) monthly.
- 3.3 All rental payments are due in advance, on the first day of each month of this lease.
- 3.4 Rental amount contained herein is subject to increases based on increases in the City fee schedule as approved by the City Commission, not to exceed twenty percent (20%) of the previous year's rental rate. Lessee will be notified of any increase in the monthly rental amount no later than 30 days prior to the date the rental increase will begin.

3.5 Lessee shall be entitled to the use of common wash rooms and concessions.

4. Use of Leasehold Premises

4.1 Lessee shall use the leasehold premises only for office and storage, as applicable, and not 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 Arena or any part of it (ordinary wear and tear excepted);
- d) interfere with normal operations of the Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Arena uses;
- g) alter the appearance of the Arena exterior or any portion of the interior other than in the leasehold without prior written approval of the Lessor;
- h) place merchandise, materials, supplies, signs, or other things of any kind on the sidewalks or other common areas without City Staff approval;
- i) permit refuse to accumulate in or around leasehold; and,
- j) obstruct entry ways.

5. Use of Common Areas by Lessee

5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

6. Maintenance and Repair

6.1 Lessee shall be responsible for all janitorial and cleaning and all repairs of any nature of the Premises.

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 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

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 fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.
- 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 or the common areas of the Arena by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million (\$1,000,000.00) Dollars per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand (\$500,000.00) Dollars for property damage. Lessee shall at all times provide Lessor with a 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 construction on, use of or occupancy of the Premises.

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licensees, the damage shall be repaired by Lessor and at Lessor's expense. If the Premises or the Arena is substantially damaged (herein defined as fifty (50%) percent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Premises or the Arena, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the Arena or any portion thereof.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

- 10.1 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.
- 10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.
- 10.3 Lessee acknowledges that the use of the Premises is shared with Lessor, and that Lessor, and its assigns, agents and employees may enter the space at any time without prior notice to Lessee.

11. Covenant of Quiet Enjoyment

- 11.1 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 exclusive and reasonable right to have, hold and enjoy the leasehold.

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

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

13. Default by Lessee

- 13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within thirty (30) days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy

(including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.

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

14. Surrender of Leasehold Upon Termination of Lease

- 14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of the 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 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.
- 14.2 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.

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

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

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

CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

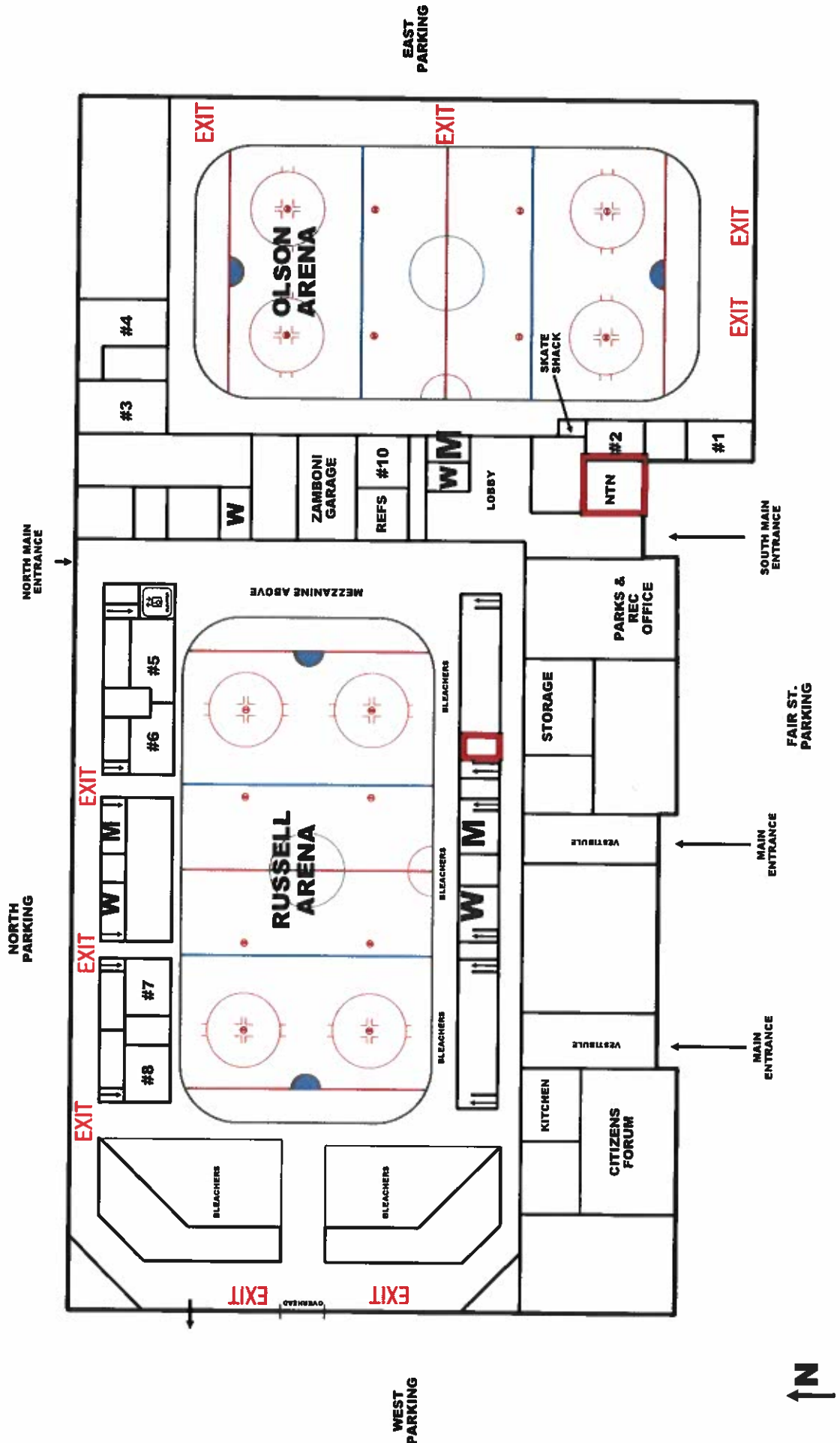
NOQUEMANON TRAILS NETWORK COUNCIL


By: LORI L. HAUSWIRTH
Its: EXECUTIVE DIRECTOR



LAKEVIEW ARENA

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2020

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
Marsh & McLennan Agency LLC
15561 Railroad Street
Suite 201
Hayward WI 54843

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Everest National Insurance Company

10120

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Noquemanon Trails Network Council
PO Box 746
Marquette MI 49855

NOQUETRAIL

COVERAGES

CERTIFICATE NUMBER: 941152468

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	AGGL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			SI8GL01714201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			SI8EX01455201	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Marquette, its officers and employees are Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability coverage.

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

Scott Chapin

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY / NONCONTRIBUTORY – FOR NAMED
ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
Name of Person or Organization: THE CITY OF MARQUETTE, ITS OFFICERS AND EMPLOYEES 300 W. BARAGA AVENUE MARQUETTE, MI 49855

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The following is added to **Section IV – Commercial General Liability Conditions**:

1. If insurance similar to this insurance is held by the person or organization named above that is an additional insured on this policy, this insurance is primary to that other insurance only if that other insurance lists the person or organization as a named insured. We shall not seek contribution from that other insurance for amounts payable under this insurance performed for that person or organization under a written agreement. However, this insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, in which the person or organization named above is not listed as a named insured of that other insurance.
2. However, the provisions of this endorsement do not apply to the person or organization named above unless you had a specific written agreement with that person or organization requiring that:
 - a. This insurance be primary insurance; and
 - b. They be an additional insured on this policy; and
 - c. The written agreement must be signed prior to the date that your operations for that person or organization commenced.

The insurance afforded by this endorsement shall only include the insurance required by the terms of the written agreement but only to the extent that the person or organization named above is covered within the terms of this Coverage Part. The Limits of Insurance shall be the lesser of the Limits of Insurance required by the written agreement between the parties or the Limits of Insurance provided by this Coverage Part.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/13/2021

Consent Agenda
Proclamation - Constitution Week

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proclamation - Constitution Week



Proclamation Constitution Week

WHEREAS, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and,

WHEREAS, It is fitting and proper to accord official recognition to this document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and,

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and,

NOW, THEREFORE, I, Jennifer A. Smith, by virtue of the authority vested in me as Mayor of the City of Marquette, do hereby proclaim the week of September 17 through 23 as Constitution Week.

DATED this 13th day of September, 2021.

Jennifer A. Smith, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/13/2021

Consent Agenda

Schedule a Public Hearing for the FY 2022 Budget

RECOMMENDATION:

Schedule a Public Hearing for September 27, 2021 at 6:00 p.m. to review and adopt the FY 2022 Budget

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/13/2021

Unfinished Business

Rezoning of 301 W. Baraga Avenue - Roll Call Vote

BACKGROUND:

The Planning Commission (PC) held a public hearing on July 6, 2021 for the consideration of a request for rezoning of the property at 301 Baraga Avenue from Medium Density Residential (MDR) to Multiple Family Residential (MFR). After conducting a public hearing, the following motion was made:

It was moved by S. Mittlefehldt, seconded by M. Larson, and carried 3-2 that after conducting a public hearing and review of the application and Staff Report for 04-REZ-07-21, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 04-REZ-07-21

Yes: S. Mittlefehldt, M. Larson, J. Cardillo

No: W. Premeau, E. Brooks

Under procedures in accordance with section 54.1405 of the Land Development Code, the Planning Commission is offering the recommendation to approve the request to the City Commission for consideration.

The City Commission held a Public Hearing on this request at their August 30, 2021 meeting in accordance with section 54.1405 of the Land Development Code and postponed discussion to this meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Following the Public Hearing, adopt Ordinance 701, rezoning 301 W. Baraga Avenue as recommended by the Planning Commission, and direct the Mayor and City Clerk to sign the Ordinance.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ PC Minutes
- ▢ Staff Analysis
- ▢ Ordinance 701

**OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY PLANNING COMMISSION
July 6, 2021**

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00 p.m. on Tuesday, July 6, 2021, in the Commission Chambers at City Hall.

ROLL CALL

Present: W. Premeau, S. Mittlefehldt, Vice-Chair M. Larson, E. Brooks, Chair J. Cardillo

Absent: A. Andres, M. Dunn (excused)

AGENDA

It was moved by M. Larson, seconded by S. Mittlefehldt, and carried 5-0 to approve the agenda.

MINUTES

The minutes of June 1st were approved by consensus, with a correction to be made by staff, as noted by W. Premeau.

CONFLICT OF INTEREST

No certain or potential conflicts were stated.

PUBLIC HEARINGS

A. 05-SUP-07-21 –1917 Enterprise St. (PIN: 0810061)

Zoning Official A. Landers stated that LS Properties, LLC are seeking approval of a Marihuana Grower – Class B Special Land Use Permit. She stated that the Planning Commission has received agenda packets which included the staff report and analysis and showed that on the screen, and she also showed the Special Land Use Permit application with attachments including the area map with the parcel outlined in blue, the block map with parcel outlined in blue, photos of the site, and the site plans for the proposal. She stated that there were no items of correspondence.

J. Cardillo asked if the applicant wished to speak.

Mr. Matt Treado, of UPEA - the applicants consultant, stated he has worked closely with Andrea through this whole process to make sure that a site was selected that met all the requirements and was indicative of what the city had envisioned for marijuana grow opportunities in Marquette. He stated there were very little changes to the site, basically just meeting the requirements that they need through landscaping requirements and dumpster enclosure. He stated he wanted to address any concerns anyone had.

E. Brooks asked what sort of ventilation was being used. Mr. Ethan Poglese, the property owner, stated it was his understanding they were going to be using a carbon filter on the heating/cooling system that is going to prevent the odor from going out into the neighboring areas.

S. Mittlefehldt stated she was not familiar with the marijuana growing process, but that her understanding with indoor grow operations that there was quite a bit of electrical power required. She stated that she wanted to know if the applicant had to work with Board of Light and Power for any of that. M. Treado stated that they have been coordinating with Sean Seibert with BLP and they have a copy of the plans. He also stated he has a meeting scheduled with him for later this week to discuss the project, and that the BLP did reach out to them, too, in advance just to make sure that the full power requirements necessary around the operation were available.

M. Larson stated his question was around waste water; that it seemed like there was potentially some concern that while it was not indicated that there was going to be any increase, that there could be an increase at some point in time, and he asked if that was foreseeable?

M. Treado stated that it is not, and that Scott [Cambensy, DPW Superintendent] had alluded to testing waste water discharge just to make sure that they were not providing any sort of runoff that was going to be

problematic for the waste water treatment plan. He stated that they are coordinating with BPW to make sure that those requirements are met and that they are monitoring that discharge to make sure it is not something that is harmful.

Jerry Rieckmann, of 607 Menard Street stated that he wanted to know what makes this different from other pot stores in the area. He also stated that he has moral issues with this being approved.

J. Cardillo stated that he would be a grower, so he will only be growing and there would be no retail component of this.

It was moved by S. Mittlefehldt, seconded by M. Larson, and carried 5-0 to suspend the rules for discussion.

S. Mittlefehldt stated that everything they put together was consistent with what the board had put together for the marijuana zoning for growers, the zoning for [marijuana] industrial uses. She stated she did not see anything wrong with the application.

M. Larson stated he agreed. He stated it looked like it met all the requirements.

E. Brooks stated that he saw no issues and that it fits into the Land Development Code well and that it would bring more tax dollars to the city.

J. Cardillo asked if any other members wished to speak, and there was no further discussion.

It was moved by M. Larson, seconded by E. Brooks, and carried 5-0 that after review of the site plan set dated June 8, 2021, with supplemental documentation and the STAFF FILE REPORT/ANALYSIS for 05-SUP-07-21, the Planning Commission finds that the request meets the intent and requirements of the Land Development Code Sections 54.1403, 54.1402, and 54.628, and hereby approves 05-SUP-07-21 with the following condition - that an amended plan is submitted to meet staff comments.

B. 04-REZ-07-21 – 301 W. Baraga Ave. (PIN: 0111650)

Zoning Official A. Landers stated that that planning commission is being asked to make a recommendation to the city commission regarding a request to rezone the property located to 301 West Baraga Avenue, which is currently zoned medium density (MDR), to be zoned multiple family residential (MFR). She also stated that the Planning Commission has received agenda packets which included the staff report and analysis and showed that on the screen, and she also showed the rezoning application with attachments including the area map with the parcel outlined in blue, the block map with parcel outlined in blue, photos of the site, and several items of correspondence, which were shown on the screen. She also stated that two items of correspondence were received after the agenda was posted. She read one letter from W. Pelto.

City Planner-Zoning Administrator D. Stensaas read a letter from M.K. Buckmaster in opposition to the request.

D. Stensaas also stated that he wanted to remind everyone that this is a hearing for a rezoning of the property, not a hearing for any special land use for any purpose, including a halfway house. No matter what the Planning Commission decides, the City Commission will hold a hearing, most likely on August 23rd, which would be the soonest they could consider rezoning the property. At that time, they will consider the Planning Commission's recommendation for the rezoning. He also stated that if the rezoning is approved by the City Commission, the Diocese would need to come back to the Planning Commission and ask for any special land use permits that they wanted.

J. Cardillo asked if the applicant wished to speak.

Mr. Kyle Rambo stated that he is *job title is CEO*, at Catholic Social Services, located at 347 Rock Street.

He stated that he is about 72 yards from the residence that the rezoning request is for, due west and across the street. He also stated that it is a huge piece of property and they are looking at rezoning just the residence, the Bishop residence, not the visitor quarters where the visiting priests typically stay, or the cathedral. He also stated that they are all connected physically as a structure, but that each location has a different purpose. He also stated that he was there on behalf of Bishop John Doerfler, the bishop of the Catholic diocese of Marquette, because the residence - which is an 8-bedroom 5-bathroom enormous facility in impeccable condition - is being completely and totally unutilized by the Diocese of Marquette. He stated that the bishop is aware of that and he is concerned about that and has asked that their board consider rezoning so that they can offer the opportunity to serve the city of Marquette. He also stated that they served over 1500 clients last year alone for substance abuse and mental health issues. He stated he lives, 72 yards away and never had a safety issue, so does not see any potential issues. He also stated that they are not only a nationally-accredited facility, but are state-licensed for both outpatient and child welfare and recovery homes as well. He stated that it is possible, but does not foresee any safety issues because their operations have always been a success.

S. Mittlefehldt asked if they would be rezoning the property that the church is on as well as the residence; that they'd be rezoning the whole chunk. She also asked where the facility that is already servicing people is. Mr. Rambo stated that visiting priests stay on the east end, the corner of Rock and 4th Street, and that the clinic is on the opposite side, on the west end, and that is where they have served well over 1500 people this year. He stated they typically serve more than that. S. Mittlefehldt asked him to explain what happens there. Mr. Rambo stated that it is an outpatient clinic and they have trained professionals, licensed master social workers that help folks who are struggling with addiction and mental health issues, and illness. He stated that they never closed down a single day this year and in fact they were overwhelmed this year and anticipate that will continue.

S. Mittlefehldt stated she had a question about Mr. Rambo's comment concerning underutilized apartments or spaces in that building already, and that they have been around for decades before there was an original zoning code. She asked him to give the board a sense of the deeper history of that space.

Mr. Rambo stated it served to help visiting priests, so accommodated visiting priests, but that also it was the bishop's residence; and then it was a Diocese office for about 8 years, so the entire staff served out of that facility. He also stated they built a new complex at Harbor Hills, so they were able to move into that complex, and since then it's served as maid quarters as well, so it served quite a few people at one time, but since has been vacant. He also stated that if you don't include the apartments, which are 3 separate apartments with their own chapel and workout gym, it is 8 bedrooms and 5 bathrooms.

J. Cardillo opened the public hearing and asked if anyone wanted to speak.

Mr. Maurice D'Herckens, of 342 Rock St. stated he lives right across from where Mr. Rambo talks about the outpatient services are now. He stated that they do not have much trouble there, but that they have had trouble in the past when he had the Room at the Inn service and they brought the people that were spending time at churches over the weekends for a place to sleep. He also stated that on a few occasions there was quite a crowd out there, and at one time he had to call the police to have a guy removed from his front porch that decided he wanted to stay at his house. He stated his question is who is going to be spending the night there in 8 rooms.

J. Cardillo stated that there is no specific proposal of what the use of that property is going to be, so they are considering all of the potential uses that could occur under a multi-family use. She stated that special land uses that would require a separate permit and city staff showed a chart of potential special uses, which would require them to come back before the planning commission with a specific proposal, at which time they would have to meet all the conditions for that use as well. She also stated that the planning commission could apply additional conditions.

Mr. D'Herckens asked if construction would need to be done to the building to protect the people staying there overnight.

Ms. Cardillo stated this was a generic format, so any specific special land use proposals would incorporate

that and at that time, and if they as a commission felt that there were additional things that needed to be put in place that they would. She also stated that in the past they have required certain conditions regarding backyards being enclosed or areas being designated for neighborhood safety, etc., so that would happen at that time. She stated right now we are just talking about this as a generic umbrella of uses that could potentially happen here.

Mr. D'Herckens thanked the board for their time. He also stated that he is not in favor of this and is actually representing his old neighbor who is medically not able to be at the meeting and that he is not in favor of it either.

Mr. Edward Stock, of 2732 Scenic Dr., head of maintenance at the Cathedral, stated that his concern with new zoning on it is that it affects the cathedral itself as well as the neighborhood. He stated that they do house priests now in apartments in the cathedral. He stated his concern was in the future would that open the whole neighborhood up into multifamily where anybody could move in or anybody could own an apartment building. He stated that also the land usage itself, if you were talking about the whole cathedral, there was very little yard space around the cathedral. He stated that there was a garden in the back, and asked if that would be utilized along with the facility when it is rezoned to multifamily, and how that affects the cathedral itself. He also stated there have been problems in the past with security with other facilities that they've had, and had to add extra cameras, extra locks, etc.

Mr. Robert Frak, of 332 Rock St., stated one of his concerns is in the outline it looks like the entire property that the church owns is going to be rezoned, which means he can see where they may not necessarily use the parking lot to build something on, to make another structure to do something in the basement of the church; it is not just the corner facility. He stated the amount of parking that there is available through the parking lot, if that is why they are using the [indiscernible], the yard space for people during the day. He stated the school right across the street, the parking there is normally 100% full all summer long. He stated they received no information from the church that describes what they are planning on doing and that this has happened in the past, where they just kind of tried to go through the City and get things done that way, and they do not address the public in the area. He stated it is a matter of the property values and what they moved into. He stated that the fathers of the city with the zoning the way it has been in the past had an idea in mind to keep certain areas separate from the private residences and he stated he sees that changing and the possibility of changing property values. He also stated that no matter what the use was going to be, if this was approved for multi-residence, that he can foresee the need for fencing. He stated that there was only a garden area and the back yard, if they are going to expand something [indiscernible] church and the basement is really gives them [indiscernible] control of all their property if it is allowed to be rezoned as a complete unit.

Ms. Deb DeMattia, of 244 Rock St., stated she lives right across the street from the cathedral. She stated her parking lot was right across from where Room in the Inn was and that she disagrees—that she had a woman smoking a cigarette in her kitchen. She stated she has 3 children and that she had to get security because of the all the issues that happened when they would come and stay for the weekend. She stated that they are compassionate people and that she understands that this is about rezoning, but she feels like across the street from a school that there are other recovery-type homes very close by. She also stated that the Harbor House is on the other side of her. she stated she has issues with them, they are great, and that she fully supports what they are doing. She also stated they worked together to resolve those issues. She stated they have not had to call the police, but that with Room in the Inn she they did. She stated that she feels like if you had children you would not want to subject them to what happens at these places. She stated that they know what it is going to be. She stated that they have already had to deal with some tough stuff in the neighborhood and she feels like this is the wrong place. She stated she feels like it is a great cause, but that she does not feel it is right for a residential neighborhood.

Ms. Lora Frak, of 332 Rock St., stated that she wanted to clarify, that she sent a letter already and those thoughts are in the letter, but that she wanted to clarify something that Mr. Rambo said when he spoke about the building that is already seeing people that are addicted. She stated that is an office building that is next to the school, so it is on the corner of 5th and Rock and it is an office building that has a back parking lot that sees people by appointment with counselors, whether they are social workers, psychologist, not sure, but that that is a clear difference. She also stated that it is an office building with a lot of other offices

in it and, again, that it is by appointment and not an overnight facility.

Mr. Jerold Rieckmann, the owner of the apartment buildings at 346 and 348 Rock St. - across from the Catholic Social Services building - stated his concern is that he feels there is a lot of congestion on that street and that it would not be proper to have that building multifamily due to the fact that you have the school across the street. He stated that he knows it is going for rezoning tonight, but he is concerned about what would happen in the future to get all these specialized things involved. He also stated that the other thing, if that were to happen, would a letter be sent to all the parents of the students(?) and that they should have an impact on that. He stated that he knows that during rush out at the school Rock St. is busy. He stated that the other thing he is going to make a comment about is that he does not want to see a multifamily because he does not think they need 3rd hot spot in the town like Rooms at the Inn or the orphanage building.

Mr. Robert Frak, of 332 Rock St., stated that this is the start of a process, and he knows that probably once you start here it is kind of a slope downhill as far as once it is approved that it will just keep on moving through. He also stated that he would like to see it possibly just end right here. He also stated that when they were having issues here before, he did have a gentleman trying to enter his home. He stated he stopped him, called the police. He stated he collapsed just 2 houses down from him and they did take him in and he was a part of when they were having Room at the Inn.

Ms. Linda Poole, of 346 Rock St.-Apt. 1, stated her concern was congestion, not enough room, and the school. She stated that you have to time things or else you're just going to be stuck on that street trying to go anywhere south. She stated that changing the zoning is just going to make it worse. She stated she did not know how you could fit any of those things in there without more parking and more people coming and going. She stated it would just be quite a mess. She stated that she thinks it is a slippery slope and that she would prefer that it does not happen, and the church with the parking, they are always in City Hall's parking so that the taxpayers cannot come in. she stated that it takes over the whole area for anything that goes on. She stated that she is opposed because there are too many people in one little area as it is and she does not see how anything, whether it is one or the other, can really get in there and have everything there, so it would be great to stop it here and not have to go on any further.

Mr. Jim Dowling, of 11 Grove Hill Ct., stated he is a parishioner at the cathedral and has been involved with helping Monsignor Stieber with security issues through the years. He stated he is a retired Michigan State police detective sergeant and he particularly wanted to comment on his experience with Room at the Inn, which was hosted for several years at the cathedral. He stated that in his opinion Room at the Inn was hijacked by a criminal element and does suffer from those problems, and he stated they identified those problems at the cathedral, documented the bad behavior that was being introduced into the cathedral, that it was not even debated by the Room at the Inn board of directors or the executive director at the time. He stated it resulted in the cathedral declining participation with Room at the Inn for the last 3 years of the rotating Room at the Inn to the various churches. He stated that they had some particular problems at the cathedral because they were not a typical church. He stated they have a large full-time staff, they have 2, 3, 4 masses a day, etc. He stated they have public performances, concerts, plays to the general public as well as to the faith community. He stated he wanted to make the observation that there is a connection between this issue that Mr. Rambo spoke of, his position as director of Catholic Social Services, there is a connection to Room at the Inn. He stated the director of Room at the Inn, his address is 347 Rock St., 2nd floor of the Catholic Social Services building, and they have a very support relationship. He stated that Catholic Social Services is very supportive of Room at the Inn and the executive director has had his office there. He stated that as far as looking at zoning issues, he wants to recognize the realities of the clientele that they are seeking to serve. He stated that was a great effort, but that he is not sure that this is the right place. He stated to picture the Warming Center on Washington Street being transferred to Rock Street. He stated that is essentially the potential here. He stated it is not just a maybe, it is just a reality. He stated he can go through the characteristics of the individuals that they are seeking to help, and that he just thinks the observation needs to be made that there is the supportive relationship between Catholic Social Services and Room at the Inn. He stated he also wanted to comment about the church, that the parishioners were unaware of this. He stated that Monsignor Stieber was unaware of this. He stated it was not part of the of the effort. He stated that it was not something that the church is pushing or participating in or involved with. He stated that this is coming from the Bishop and Mr. Rambo is an employee of the diocese.

Mr. Ryan Redmond, of 601 W. Baraga St., stated there is a correlation and supportive relationship between Room at the Inn and the Catholic Social Services, and that there is an issue with Room at the Inn. He stated it is not the solution to the problem, and he stated that supportive housing with professionals is. He stated Room at the Inn is not structured. He stated there is no programming. He stated this kind of opportunity would offer all of that. He stated there would be oversight, and person-centered case management, which is not offered at Room at the Inn. He stated that yes there is a supportive relationship, but out of Room at the Inn, these opportunities and chance to correct these problems is birthed and that is what we they are coming with—a solution.

Ms. Mary Buckmaster, of 108 Palms St. and the owner of 401 Rock St., stated she lived at the Rock St. address for 50 years. She stated that her children grew up there and now her son, his wife, and her grandchildren live there. She stated they have had problems with people from Room at the Inn. She stated that her grandchildren are very precious and naïve and they think these people are their friends and that it breaks her heart to think that people won't feel safe if this happens. She asked why the Bishop doesn't live there anymore. She stated this was meant to be the Bishop's home. She stated that she has been a life-long member of the cathedral. She stated her grandmother lived at 328 Rock Street. She stated she was up and down and all around, safe, and that she they all walked to church safe. She stated that she did bring a letter, but that she wanted to come up and tell the board that.

Ms. Judy Lanciani, of 322 Rock St., stated that it was her understanding that to rezone the multifamily residency required a back yard, and she wanted to try to understand if that is part of a special land use, or is that part of the zoning that there has to be a 20-ft backyard to the property.

D. Stensaas stated it is an existing nonconforming use, so what is there does not have to be changed because the zoning changes. He stated the existing footprint to those buildings is not going to be required to be changed.

Ms. Lanciani stated that the multifamily residency zoning when she read through it said there needed to be 15 ft. on each side yard, 15 ft. in the front, and 20 ft. in the back.

D. Stensaas stated that in the zoning district it is in, it probably does not meet the standards for that either.

Ms. Lanciani asked if that applied to this.

D. Stensaas stated that it only applied if they were building a new structure; that new structure would need to meet the requirements, but that if you have an existing structure it is existing nonconforming.

Ms. Lanciani stated that it does not have a backyard. She stated it is confusing because it is attached to the cathedral. She stated the back of the Bishop's residence has a door that leads into a little hallway that leads into the actual cathedral. She stated there is another door that leads out into the courtyard. She stated she works for the cathedral, that she is the secretary and bookkeeper there. She stated that the part that they want to use for the rezoning is right next to her house. She stated that her house and the Bishop's residence driveway and the couple of priest that live there, so her understanding is that just the Bishop's residence wants to be converted for the rezoning. she stated her understanding is that the whole thing needs to be rezoned, but that it is just that one spot that is going to be used. She stated that you are basically breaking up the big property to let it become whatever they want to use it for. She stated there are parking issues as people have talked about. She stated that there is not a yard for people. She stated that there is not a separate private place for those people to be. She stated that they are going to be in the cathedral area, they are going to be basically on the sidewalk of Rock St. because there is no front yard, no side yard, and no backyard. She stated there is no outside place for families or women being treated or whatever they end up using it for. She stated they are going to be using public spaces or cathedral spaces and that concerns her, that parking concerns her. She stated that there are cars up and down, parents, buses, and things like that. She stated she does not know where staff for the residences would park or where the residents themselves or visitors. She stated they cannot use the cathedral parking and the Rock St. parking you can only park on one side of the street. She stated it is narrow, especially in the winter. She stated that she has seen cars crash into poles and plows and things like that. She stated that there have

been no major car accidents, but scrapes because of trying to avoid parked cars already, so it is already congested, and she just would not feel safe. she stated that she thinks there would be issues with the people that are residing there not having a place to go if they can no longer reside there. She stated it is a sober living place and if they are no longer sober, where do they go?

Ms. Linda Bolton, of 348 Rock St., stated her concern is her visitors that visit her around the corner do not have anywhere to park now. She stated there are always people parked on that street, Rock St., in front of the Catholic Services and they have to park halfway down the block and they do not even want to come and visit her because they have nowhere to park. She stated she is also concerned about the school. She stated she went to that school when she was a child and she is concerned with all the school kids being right there in the middle of it all. She stated there are pathways, one walk down, and that she can hear drunks lying on the sidewalk, yelling cuss words that you don't want your kids to hear. She stated that is just one walk down the hill and then is going to have it right across the street from her house; she will have it down the hill on Rock, she will have it across the street, and she is going to have it to the left. She stated she feels like every way she turns there is going to be situations to think about before you let any of your nieces, nephews or kids go outside.

Mr. Maurice D'Herckens, of 342 Rock St. stated why does this have to be here. He stated we are talking about eight units, and at Room at the Inn - which he does not even go downtown anymore because he has been hassled a lot down there - he does not understand how eight units is really going to make a big effect. He stated that what is amazing is you go five blocks from here and you have three square blocks of hospital property and medical buildings that are not being utilized. He stated that he wonders why that is not being brought up about utilizing that area; why is it so important that it is this area and only eight units.

J. Cardillo asked if anyone else would like to speak, and she closed the public hearing.

It was moved by S. Mittlefehldt, seconded by E. Brooks, and carried 5-0 to suspend the rules for discussion.

S. Mittlefehldt stated that there was a lot to think about and thanked everyone who spoke because she really does think it is the best way to make decisions, to be able to hear everyone's perspective and to really try to figure out what to do in a complex situation. She stated that she was curious to hear from staff as it sounded like this building originally essentially served a multifamily purpose and had apartments in it. She stated the planning commission in 2013/2014, who wrote the [current] master plan, who had the proposed zoning maps, was a different set of planning commissioners, so maybe they could go back in time with the zoning and could think about why was this zoned single-family residential, medium density. She stated how did it get zoned to that. She stated essentially it is a multifamily building, it had units in it, so how did it become what it is.

D. Stensaas stated that he thought when the city adopted the first zoning ordinance in 1929, that was a single-family neighborhood. He stated that neighborhood was platted for single-family lots, not sure when, but probably before 1900. He stated he is not sure the date the cathedral was built, but that the standards that were in place then for construction were nothing like today's standards. He stated that there were probably no hearings, no permits, no inspections. He stated the cathedral was built twice as he understands it. He stated this addition that Mr. Rambo mentioned, there was work done 16-ish years ago to expand apartments in that building, and he was not aware that there were 11 apartments in that building. He stated that he too lives on Rock St., not in that part of Rock St., but that he has been by there hundreds of times, and though he is aware that there are apartments there, but had no idea that there were 11 apartments total. He stated he was not here when that reconstruction would have occurred and that Andrea was not here then, so they do not know about that. He stated the planning commission understood that the church used that for auxiliary use and it is an acceptable accessory use to a church to have housing for visiting priests, that's an age-old tradition of churches, so no one had any reason to suspect that this was a multifamily structure previously, but that by any standards, that is a multifamily structure now. He stated this just came to their attention through this request, that this is a multifamily building. He stated if it is going to continue to be used as a multifamily building, it really has to be conforming. He stated it can continue to be used as a nonconforming, the way it has been used, but it is still legally nonconforming as it is and even more legally nonconforming now that they know there is a multifamily building there; as that many units

goes beyond what is typical for a church.

Mr. Dowling stated eight of those are bedrooms in the bishop's residence; there are only three apartments.

A. Landers stated that public testimony was closed, so this is not a group discussion at this point, but that she appreciates his comments earlier.

D. Stensaas stated he is not embellishing, he is repeating what he heard. Mr. Rambo stated yes, three apartments, eight bedrooms, so not 11 apartments.

D. Stensaas stated either way, 11 bedrooms; by anybody's standards, that is a multifamily situation.

J. Cardillo stated she did not know if that was what Commissioner Mittlefehldt was getting at, but that it is sort of provoking the question for her, and that she knows it was kind of addressed in the source material, but is this information coming to light an example of sort of not having a stake in this future land use map or the maps for planning, but now that they have this new information as they sort of look at the spot zoning or where they look at the criteria for doing these rezonings, it sort of asks, she thinks, at some point is this a result of basically a misinterpretation, an error. She stated she is just curious if, as they go through, at a certain point as they look at that does it factor into this.

D. Stensaas stated he kind of leans toward that himself, but it is an open question. He stated it would take the Planning Commission back to 2013/2014 when they were looking at every parcel in the city and trying to decide what the appropriate land uses for those parcels are and then correlate that to the proposed zoning districts that would be implemented, and hundreds of zoning districts were changed in 2019 as a result of that process that occurred in 2013/2014. He stated this parcel may have been changed to multifamily then if the planning commission had known this was an 11 bedroom facility attached to that because really there is almost no standards in the single-family district that changing it to the multifamily district would make vastly different.

Ms. Cardillo was wondering to help in the decision-making process and move forward maybe they should go through and consider the questions. She stated one of the things they have to consider was this a spot zone, which for those folks in the room that may not be familiar with the nuances of zoning and planning, a spot zone is usually when the Planning Commission may sort of get arbitrary capricious decision about one tiny little parcel of land that is totally different from anything around it, and it can be challenged in courts. She stated that one thing they have to do tonight is determine whether or not this is considered spot zoning and so there are questions they have to ask themselves like if the proposed area that is being rezoned is in an appropriate location for not just the halfway house, but everything that is in the category. She stated that they have to as a planning commission say, is this appropriate for those things that are allowed in the multifamily residential zoning or is this so specific to this one spot that that would be spot zoning that could be challenged in courts, so maybe they should move through some of those questions.

S. Mittlefehldt stated do they want to start now with the spot zoning questions.

J. Cardillo stated yes she things that would help and give them a way to move forward, and to reiterate there are four components to it and they have to decide that all four of those are met for it to be spot zoning. She stated if it is spot zoning then they do not want to do it. She stated that he first one is, is it small in size. She stated that she would say it is not small in size; it is a very substantial lot and asked for a consensus on that. There was no disagreement. She stated that it is already pretty much not spot zoning.

J. Cardillo stated that it has multifamily residential right to the east and to the northwest. She stated that in addition to it already having multifamily typology, it is really not a spot zone. She stated right now they have already knocked out two, so they did not need to continue on with the spot zoning because it would not be.

W. Premeau stated he was confused and asked if a church could be built in a residential neighborhood. D. Stensaas stated yes it could be, as a special land use.

W. Premeau stated was this all part of the church; if it was a part of the church activities and part of the

church.

J. Cardillo stated that was kind of what she was trying to get at earlier and that it is a very good question because it is very confusing because it is one lot that will have multiple uses. She stated it will have a church component, it will have this multifamily component.

W. Premeau stated that he thought this use was part of the church.

S. Mittlefehldt stated the weird thing is that the church is non-conforming because it does not have a special land use, so she does not think that is something they need to be concerned about.

J. Cardillo stated that it was a good point and sort of a ball of yard that they are unraveling backward.

S. Mittlefehldt stated that it seems like in 2014 when they did the master plan they should have looked more carefully at this one specific area, but of course when you are doing zoning for an entire city it is easy to gloss over details like that.

E. Brooks stated that he agrees about parking in that area. He stated he lives in South Marquette, not in this particular neighborhood, but drives through that area on a regular basis. He stated that there are parking issues especially when school is in session; that lot is filled. He stated there is a ton of congestion in there. He stated he just does not see how creating this multifamily, how it is going to actually benefit the neighborhood. He stated that he cannot see doing that entire parcel as multifamily because who's to say that maybe some day they could not section out part of that parking lot and that is going to be multifamily, too. He stated that rezoning this entire parcel that they are talking about as multifamily he is 100% against.

J. Cardillo stated that she wanted to point out that whatever future uses, they would have to meet the parking requirements, so they cannot just say they're there and don't need to meet the parking requirements. E. Brooks stated that he understands that, but its just not doing it for me.

M. Larson stated that looking at it from a strictly rezoning portion, right now with the medium-density residential, it could be used as an adult foster care family home, child and day care family home, for food production; special land uses also have adult foster care, child care center, hospital, hospital hospitality house, school, university - and the church could come forth right now and say they would like to have any of those put on there as well - and so as far as congestion and parking, he does not know that necessarily means that much differently from what they already can do. He stated it seems historically it has been used as multifamily for that particular facility. He stated from a strictly rezoning portion of medium density or multifamily, with multifamily directly across the street and to the northwest, it is not out of character. He stated he thinks when the city was doing its complete city rezoning, had this information been there, it would have been rolled in and it would have happened without this portion right here. He stated he thinks it likely was an error back in 2014, just because they did not have all the information at that time.

S. Mittlefehldt stated that she agreed, but that she really empathized with what has been stated today. She stated she shared the concerns about kids' safety and all of the issues that were raised, but that she also thinks that there are voices that were not there that day and that there are a lot of people that need help in the community and that they are people. She stated that when they make decisions, they have to consider those people, too. She stated that it is a complicated decision and that maybe it should go somewhere else, but where?

E. Brooks stated that he does not think this is the proper place for that type of facility. He stated that obviously there is no parking there, and to actually get parking there, they would have to dig up the front of the area. He stated that safety is his biggest concern, you have those children on recess that are right across the street from there. He stated that safety, security, congestion; there are places for a facility like this; you have all that new property where the Beacon House is and the new hospital is; you have the Peninsula Medical Center that is half vacant right now. He stated he did not think it was the proper place to put this and he believes if they go ahead and rezone this it is just going to open up a whole new can of worms. He stated he empathizes with these people, and if he lived on that street, that would be the last thing he would want on that street.

W. Premeau stated that he agrees with Mr. Brooks 100 percent.

M. Larson stated there was not necessarily a proposal before them to weigh a security protocol that they may have in place at some point in time, what their programming is, are there folks on staff, how many people will be housed there; anything they are looking at is conjecture at this point in time from his point of view. He stated they are making a recommendation. He stated the community will still have an opportunity to talk to the City Commission about that rezoning. He stated it does not allow for a halfway house immediately off the bat. He stated they will have to come back at that point in time when there is an actual proposal in front of them to have another hearing whether or not that is an appropriate use of that facility. He stated he thought there were a number of opportunities that are still in place. He stated there is an opportunity for the church, with the Diocese themselves, to have a discussion on whether or not that is an appropriate place with the community that they are in right now.

E. Brooks stated it sounds like they already have, though.

J. Cardillo stated that she has a question for Mr. Rambo, and she asked him to come to the podium. She stated she wanted to understand: This large piece of property that they are rezoning is all under the auspices of the Diocese, so any decisions that are made for a component of that has to be agreed upon; they are not independent pieces functioning separately. She stated her other question is how does the school across the street fit into that decision-making process. She stated if you are functioning as one entity and you have all these different components, it is in your own interest that you do not sort of cannibalize yourself and create a situation where you lose all of your students because you created this other...it would give people a little bit confidence to understand that there is some coordination and unity in how these decisions are getting made.

Mr. Rambo stated there absolutely is. He stated what has not been put out is a public notice to the parishioners and to the community. He stated again a lot of that rested their shoulders before they make that announcement. He read a note from Bishop John: "Safety is one of our top priorities and we very seriously considered this matter as a part of our deliberations. The proposed mission for the house is to serve mothers with children. Children would not reside at the house because the mothers are struggling with addiction and the custody of those children depends on how they do with their struggle with addiction. However, the children would be able to visit their mothers at the house daily. Thus, the house must be safe and secure for the children to visit their moms. This is not just our requirement, but it is also the State of Michigan's requirement and we licensed child welfare workers who understand their requirements; it is critical. It is also critical to the reunification process for these parents with their children. Thus, it means that the house would also be safe and secure for the school across the street and the neighborhood. This is an important outreach to help bring families together. The intent is to emphasize the churches preferential option for the poor and those on the periphery. I see this outreach as communicating symbolically that people on the periphery belong in the heart of the church and the city. Pope Francis has repeatedly stated that our duty is to reach out to the people from the periphery and see this effort as a just one."

Various members of the board thanked Mr. Rambo.

J. Cardillo stated that was a specific question for the applicant, so the public testimony is closed. She stated that her real question was that it sounds like the school and the parish are...(she was interrupted by many people in the room responding with "no" and other comments). She also stated that this part of the meeting is not open to public comment and asked a member to please sit down after getting up to make a comment. D. Stensaas stated that this part of the meeting is for discussion by the Planning Commission.

E. Brooks stated as far as he could tell the parishioners have not been privy to that information. J. Cardillo stated not the parishioners, she was talking about the school. There were many comments at once from people in the room. S. Mittlefehldt stated it sounds like the parishioners have not been notified because they are waiting to get permission to be able to move forward with it. She stated there are several steps involved.

E. Brooks stated he would like to hear the comment [that a person in the room was attempting to make].

Mr. Jim Dowling stated that just for context, the comment was made about coordination between the church and the school, there is one driving force here and that is Bishop Doerfler, and because he is the boss of the Diocese. He stated the school principal and Mr. Rambo are all employees of Bishop Doerfler, so of course he is going to read Bishop Doerfler's statement, he is going to read what he wrote from Pope Francis, and Pope Francis is Bishop Doerfler's boss. He stated yes this outreach to the marginalized is wonderful, it needs to be done...the question is, is this effort proper as far as the Marquette City Planning and Zoning Division goes. So, as far as coordination, you will get Mr. Rambo and other employees who cannot speak freely; they are employees of Mr. Doerfler, who happens to be the bishop, so that has to be born in mind. He stated there is one person here driving this.

J. Cardillo stated that she understands and they have gone off on a tangent, but she wanted to understand a little bit of the structure of the property, but she wants to get back to the more generalized conversation about rezoning. She stated is there any further discussion on this, or questions. She stated does somebody want to make a motion.

It was moved by W. Premeau, seconded by E. Brooks, and not carried 2-3 that after conducting a public hearing and review of the application and Staff Report for 04-REZ-07-21, the Planning Commission finds that the proposed rezoning is not consistent with the Community Master Plan and does not meet the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission deny 04-REZ-07-21

Yes: W. Premeau, E. Brooks

No: S. Mittlefehldt, M. Larson, J. Cardillo

J. Cardillo stated that the motion fails, and we can continue discussion, or someone else can make a motion. S. Mittlefehldt stated that she will make a motion.

It was moved by S. Mittlefehldt, seconded by M. Larson, and carried 3-2 that after conducting a public hearing and review of the application and Staff Report for 04-REZ-07-21, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 04-REZ-07-21

Yes: S. Mittlefehldt, M. Larson, J. Cardillo

No: W. Premeau, E. Brooks

J. Cardillo stated that the rezoning will go to the City Commission. D. Stensaas stated that the rezoning will go to the City Commission which will happen on August 23rd; that they need to schedule the hearing first. He stated they ultimately make the final decision on rezoning. He stated if they rezone the property, the special land use request would come back to the Planning Commission and that will be noticed in the same way that this hearing was noticed.

CORRESPONDENCE

D. Stensaas stated the County Master Plan has been drafted and could be found on their website. He stated there was a very interesting process that they used, and they were on the verge of holding all kinds of public meetings. He stated they did some, but that they were ramping up to do some bigger public engagement meetings and had some things scheduled, like up at Barrel and Beam they were going to have a night to have people ask questions about the county and what the planning department was doing and give people an opportunity to talk about what they wanted to see happen in the county in the next 20-ish years. He stated that fell apart when COVID hit, but they did a lot of surveying, and they got a lot of survey data back. He stated that they divided the county into 4 geographic regions and they have all the data broken down into regions, which he thought was a pretty good approach. He stated that he will put that back on the agenda for the next meeting because they have a 63-day process, just like we do when we update a plan, and August 4th is the deadline for comments. He stated he went through himself and just found a lot of interesting stuff, but the only thing he felt like he might provide comments on is on their

zoning-related and planning-related stuff, that he felt they got a couple of things a bit wrong. He stated their staff does not do zoning, and he felt there were some things that they did not quite get the way they were presented, so thought he might provide his comments on that. He stated it is a very interesting plan and invited others to provide comments, and as a Planning Commission to issue a memo to the County Planning Commission. He stated everyone can email him their comments before the next meeting if they are not going to be there.

S. Mittlefehldt stated would it make more sense to send comments as a Planning Commission or just as individuals, would it carry a different kind of weight. D. Stensaas stated that he thought a letter from their Planning Commission carries weight since it is a planning document and would be good to see it coming from the Planning Commission. He stated they have done that before where they aggregate comments into a memo from the PC.

COMMISSION AND STAFF COMMENTS

S. Mittlefehldt stated that this volunteer job doesn't much easier.

D. Stensaas stated that please remember that comments are supposed to be addressed to the Chair, and things can get out of hand quickly with a room full of people, and he said it's not his job to run the meeting and there are times when he feels that he needs to say something and that is not by the rules, but the rules don't always work well. S. Mittlefehldt stated that when people are standing up and being aggressive it doesn't serve us to feed that.

ADJOURNMENT

The meeting was adjourned by Chair J. Cardillo at 7:30 p.m.

Prepared by:

David Stensaas

David Stensaas, City Planner and Zoning Administrator
Planning Commission Secretary
nb/ Imedat



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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: July 1, 2021
SUBJECT: 04-REZ-07-21 – 301 W. Baraga Ave. (PIN: 0111650)

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 301 W. Baraga Avenue which is zoned **Medium Density Residential (MDR)** to be zoned **Multiple Family Residential (MFR)**.

Please see the attached Staff Report for more specific information regarding the application.

RECOMMENDED ACTION:

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above property is appropriate and meets Section 54.1405 Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

It is also highly recommended that any motion regarding the request include the following or similar language:

After conducting a public hearing and review of the application and Staff Report for 04-REZ-07-21, the Planning Commission finds that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 04-REZ-07-21 (as presented / for the following reasons / with the following conditions).



STAFF FILE REPORT/ANALYSIS

Completed by Andrea M. Landers – Zoning Official

Reviewed by David Stensaas – City Planner and Zoning Administrator

Case #: 04-REZ-07-21

Date: June 30, 2021

Project/Application: Rezoning request from **Medium Density Residential (MDR)** to be zoned **Multiple Family Residential (MFR)**.

Location: 301 W. Baraga Avenue

Parcel ID: 0111650

Available Utilities: Natural Gas, Electricity, City Water, City Sewer, and Garbage Collection.

Year Built: There is no year-built information in Assessing documents.

Current Zoning: MDR – Medium Density Residential

Surrounding Zoning: North: M – Municipal
South: MDR – Medium Density Residential and C - Civic
East: MDR – Medium Density Residential and MFR – Multiple Family Residential
West: MDR – Medium Density Residential

Zoning Districts and Standards:

Current Zoning

Section 54.308 MDR, Medium Density Residential

(A) Intent	
The MDR district is intended to establish and preserve medium density residential neighborhoods that present an environment acceptable to a range of users, including families of all types. Some additional non-residential compatible uses may be allowed. It is important to the community to preserve and enhance the pedestrian-friendly, compact neighborhood types where homes and buildings are of similar scale and character	
(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Child or Day Care, Family Home • Dwelling, Single-Family Detached • Food Production, Minor • Foster Family Home	• Adult Foster Care, Small Group Home • Cemetery • Child Care Center or Day Care Center • Child or Day Care, Group Home • Dwelling, Accessory Unit • Dwelling, Intentional Community • Dwelling, Two-Family (Duplex) • Foster Family Group Home • Hospital Hospitality House • Public or Governmental Building

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• Home Occupation • Home Office • Homestays and Vacation Home • Residential Limited Animal Keeping	• Recreational Use, Public • Religious Institution • School, Primary or Secondary • School, University
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations			
<i>Lot, Coverage, and Building Height Standards</i>		<i>Minimum Setbacks</i>	
<i>Min. Lot Area (sq. ft.)</i>	4,500 (C)	<i>Front Yard (ft.)</i>	15 (A) , (B)
<i>Min. Lot Width (ft.)</i>	37.5 (D)	<i>Side Yard (one) (ft.)</i>	5 (K)
<i>Max. Impervious Surface Coverage (%)</i>	(Q)	<i>Side Yard (total of 2) (ft.)</i>	13 (K)
<i>Max. Building Height of Primary Building (ft.)</i> (O)	31.5	<i>Rear Yard (ft.)</i>	20 (K)
<i>Max. Building Height of Accessory Building</i>	(K)		
<i>Max. Building Height (stories)</i>	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

54.403 Footnotes to Schedule of Regulations

(A) Permitted Front Yard Setback Encroachments in the MDR and MFR Districts.

In the MDR and MFR districts, open front porches may encroach into the required front yard setback, provided the encroaching porch is for the first story only and is setback at least five (5) feet from the front lot line.

(B) Reduced Minimum Front Yard Setback in the LDR and MDR Districts. If the average front yard setback of the principal buildings on the same block are less than the minimum front yard setback of the district, the minimum front yard setback of a subject lot in the LDR district or MDR district may be reduced to that average, provided the principal buildings used in the average are on the same side of the street and in the same zoning district as the subject lot.

(C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR and MFR Districts. In the MDR District, the minimum lot area for a two-family dwelling (duplexes) is:

- (1) 6,000 sq. ft. for lots created prior to the adoption of this Ordinance.
- (2) 9,000 sq. ft. for lots created after the adoption of this Ordinance.

(D) Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR and MFR Districts. In the MDR District, the minimum lot width for a two-family dwelling (duplex) is:

- (1) 50 feet for lots created prior to the adoption of this Ordinance.
- (2) 75 feet for lots created after the adoption of this Ordinance.

(K) Accessory Buildings and Structures. For accessory buildings and structures, additional requirements for side yard setbacks, rear yard setbacks, and height are in [Section 54.705](#).

(O) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use.

(Q) Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts, and single-family and two-family dwelling units in other zoning districts: The maximum impervious surface coverage of a lot in the LDR and MDR Districts, and single-family and two-family uses in all other zoning districts shall be based on the lot areas as follows:

Maximum Impervious Surface Coverage Based on Lot Area
60% of the lot area up to 8,712 sq. ft. (1/5 acre or less); plus
50% of the area of the lot between 8,713 sq. ft. and 21,780 sq. ft. (1/2 acre); plus
40% of the area of the lot between 21,781 sq. ft. and 43,560 sq. ft. (1 acre); plus
30% of the area of the lot over 1 acre

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

- (1) Intent. It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.
- (2) Buffer and Greenbelt Schedule. On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
LDR and MDR	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

Proposed Zoning

Section 54.309 MFR, Multiple Family Residential District

(A) Intent
The MFR district is intended to establish and preserve high density residential neighborhoods that will provide at least the minimum acceptable residential environment. Uses include higher density single-family residential developments and multi-family developments. Because of the range of uses allowed in the MFR district and the unique area that abut the MFR district, developments must be compatible with their adjacent residential and non-residential uses. It is intended that various sizes of residential accommodations, of ownership and rental, shall be provided to meet the need of the community.

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(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Child or Day Care, Family Home • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Dwelling, Two-Family (Duplex) • Food Production, Minor • Foster Family Home • Home Occupation • Home Office • Homestays and Vacation Home	• Accessory Use, Non-Single Family Residential Lots • Adult Foster Care, Large Group Home • Adult Foster Care, Small Group Home • Bed and Breakfast • Cemetery • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Accessory Unit • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Halfway House • Hospital • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Recreation • Public or Governmental Building • Recreational Use, Public • Religious Institution • Rooming House • School, Primary or Secondary • School, University
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	15,000 (C)	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	100 (D)	Side Yard (one) (ft.)	15 (G) , (K) , (L)
Max. Impervious Surface Coverage (%)	(R)	Side Yard (total of 2) (ft.)	30 (G) , (K) , (L)
Max. Building Height of Primary Building (ft.) (O)	36.5 (L)	Rear Yard (ft.)	30 (K) , (L)
Max. Building Height of Accessory Building	(K)		
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	0.20		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

54.403 Footnotes to Schedule of Regulations

(A) Permitted Front Yard Setback Encroachments in the MDR and MFR Districts.

In the MDR and MFR districts, open front porches may encroach into the required front yard setback, provided the encroaching porch is for the first story only and is setback at least five (5) feet from the front lot line.

(C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR and MFR Districts. In the MDR and MFR District, the minimum lot area for a two-family dwelling (duplexes) is:

- (1) 6,000 sq. ft. for lots created prior to the adoption of this Ordinance.
- (2) 9,000 sq. ft. for lots created after the adoption of this Ordinance.

(D) Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR and MFR Districts. In the MDR and the MFR District, the minimum lot width for a two-family

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dwelling (duplex) is:

(1) 50 feet for lots created prior to the adoption of this Ordinance.

(2) 75 feet for lots created after the adoption of this Ordinance.

(G) Separation Distance of Multiple-Family Structures in the MFR District. In the MFR, Multiple Family Residential District, the minimum distance between any two (2) buildings on the same site shall be one and one-half (1.5) times the average height of the two (2) buildings. For example purposes only, the separation distance between a 36-foot high multiple-family building and a 30-foot high multiple family building shall be 49.5 feet (i.e., 1.5 times 33 feet, which is the average height of the two buildings).

(K) Accessory Buildings and Structures. For accessory buildings and structures, additional requirements for side yard setbacks, rear yard setbacks, and height are in Section 54.705.

(L) Height Exceptions and Increased Setbacks for Multiple-Family Dwelling Buildings in the MFR District. For multiple-family buildings in the MFR District, the height may be increased above 36.5 feet provided that 1 foot shall be added to all of the minimum yard setbacks for each 1 foot that the building exceeds 36.5 feet in height.

(O) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use.

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

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

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

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
MFR	30 (a)	N.A.	N.A.	35	35	35	N.A.	40 (a)

(a) Within this buffer area, one (1) tree per 30 linear feet is required.

Relationship to Applicable Land Development Code Standards (staff comments in bold text):

Section 54.1405 Zoning Ordinance Amendment Procedures

- (A) Initiation of Amendments. The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.
- (B) Application for Amendment. Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission.

Application accepted.

- (C) Amendment Review Procedures.

- (1) Public Hearing. The staff liaison to the Planning Commission shall set a time and date for a public hearing, and the public hearing shall be noticed in accordance with [Section 54.1406](#). The Planning Commission may refuse to schedule a hearing on a petition for rezoning which includes any portion of a site considered for rezoning in the previous six (6) months.

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, July 6, 2021.

- (2) Planning Commission Consideration of the Proposed Amendment. The Planning Commission shall review the proposed amendment, together with any reports and recommendations from staff, consultants, other reviewing agencies, and any public comments. The Planning Commission shall identify and evaluate all factors relevant to the petition, including the appropriate criteria listed in this Section. Following the public hearing, the Planning Commission shall make a recommendation to the City Commission to either approve or deny the petition and report its findings to the City Commission.

The Planning Commission is being asked to make a recommendation at their meeting on July 6, 2021.

- (3) City Commission Consideration of the Proposed Amendment. The City Commission, upon recommendation from the Planning Commission, shall either schedule a public hearing or deny the petition. This hearing shall be advertised in accordance with [Section 54.1406](#). If determined to be necessary, the City Commission may refer the amendment back to the Planning Commission for further consideration. In the case of an amendment to the Official Zoning Map, the City Commission shall approve or deny the amendment, based upon its consideration of the criteria

contained in this Ordinance.

TBD.

(D) Standards of Review for Amendments. In considering any petition for an amendment to the text of this Ordinance or to the Official Zoning Map, the Planning Commission and City Commission shall consider the following criteria that apply to the application in making findings, recommendations, and a decision. The Planning Commission and City Commission may also take into account other factors or considerations that are applicable to the application but are not listed below.

- (1) Master Plan. Consistency with the recommendations, goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

This property is designated for *Single Family Residential* on the *Future Land Use Map* of the *Community Master Plan* and is designated as a *Medium Density Residential* zoning district on the *Proposed Zoning Map*. These designations were adopted with the 2015 amendments to the CMP after careful consideration, and they remained unchanged as of the December 2018 update to the CMP.



Please see p.3-31 and p.3-32 of the Community Master Plan (CMP), regarding Rezoning Requests. The Planning Commission must review all supporting information, this report in particular, and the attachment titled *Rezoning Considerations for Planning Commissions*, and hold a public hearing for community input prior to making a determination of whether to recommend approval or the request as presented or not.

- (2) Intent and Purpose of the Zoning Ordinance. Consistency with the basic intent and purpose of this Zoning Ordinance.

Please see above - "Zoning District and Standards".

- (3) Street System. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

These portions of Baraga Ave and Rock Street are classified as "Urban

Local Street” per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are low. This portion of Fourth Street is classified as “Urban Major Collector”, therefore vehicular traffic volumes are moderate.

- (4) Utilities and Services. The capacity of the City’s utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.

There are no problems anticipated.

- (5) Changed Conditions Since the Zoning Ordinance Was Adopted or Errors to the Zoning Ordinance. That conditions have changed since the Zoning Ordinance was adopted or there was an error in the Zoning Ordinance that justifies the amendment.

No conditions have changed nor was there an error in the Zoning Ordinance. However, it was unknown to staff, and probably the Planning Commission on the whole, that there were eleven (11) apartments in the building at the corner of Rock/Fourth streets. That many apartments, if being utilized, may constitute a multi-family use situation.

- (6) No Exclusionary Zoning. That the amendment will not be expected to result in exclusionary zoning.

The proposal will not result in exclusionary zoning.

- (7) Environmental Features. If a rezoning is requested, compatibility of the site’s physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

The proposed zoning is compatible with site’s physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

- (8) Potential Land Uses and Impacts. If a rezoning is requested, compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

The proposed rezoning would be compatible with the adjacent northeast parcels across Fourth Street.

- (9) Relationship to Surrounding Zoning Districts and Compliance with the Proposed District. If a rezoning is requested, the boundaries of the requested rezoning district will be reasonable in relationship to surrounding zoning districts, and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

The proposed zoning is the same as the surrounding zoning to the

northeast across Fourth Street.

(10) Alternative Zoning Districts.

If a rezoning is requested, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

Since the surrounding zoning to the northeast across Fourth Street is MFR, the proposed zoning district is more appropriate than another zoning district.

(11) Rezoning Preferable to Text Amendment, Where Appropriate. If a rezoning is requested to allow for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

The rezoning is evidently being requested to support a specific, new land use that would utilize the apartments that are in the building at the corner of Rock and Fourth Streets.

(12) Isolated or Incompatible Zone Prohibited. If a rezoning is requested, the requested rezoning will not create an isolated or incompatible zone in the neighborhood.

The proposed zoning is the same as the surrounding zoning to the northeast across Fourth Street.

- (E) Notice of Adoption of Amendment. Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Amendments shall take effect eight (8) days after publication. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk or his/her designee, which shall identify all map amendments.

The required notice of adoption shall include all of the following information:

- (1) In the case of a newly adopted Zoning Ordinance, the following statement: "A zoning ordinance regulating the development and use of land has been adopted by the City of Marquette."
- (2) In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).
- (3) The effective date of the ordinance or amendment.

If the proposed zoning amendment is adopted by the City Commission the requirements of this section will be met.

- (H) Rezoning (Zoning Map Amendment) with Conditions. Pursuant to MCL 125.3405, the City Commission, following a public hearing and

recommendation by the Planning Commission, may approve a petition for a rezoning with conditions requested by a property owner. The standards of this section shall grant a property owner the option of proposing conditions for the development and use of property in conjunction with an application for rezoning. Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.

This section is not applicable, as this is not a rezoning with conditions request.

Additional Comments:

The Planning Commission should consider the request, and the information provided in this analysis, and provide a recommendation to the City Commission.

Attachments:

1. Rezoning Application
2. Area Map
3. Block Map
4. Area Zoning Map
5. Future Land Use Map from the Master Plan
6. Proposed Zoning Map from the Master Plan
7. Photos of the site
8. Publication Notice
9. *Rezoning Information for Planning Commissions* document
10. *Spot Zoning Considerations*
11. Correspondence

**CITY OF MARQUETTE
REZONING APPLICATION**



CITY STAFF USE

Parcel ID#: 0111650 File #: 04-REZ-07-21 Date: 6/7/21
Hearing Date: 7-6-21 Application Deadline (including all support material): 6/8/21
FEE \$540 Receipt #: 235313 Check #: 7780 Received by and date: AS 6/7/21

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

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

- ☐ Planning Commission page for filing deadline and meeting schedule
- ☐ Section 54.1405 Zoning Ordinance Amendment Procedures from the Land Development Code

Please review the attached excerpts from the Land Development Code

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: CATHOLIC DIOCESE OF MARQUETTE
Address: 300 ROCK STREET
City, State, Zip: MARQUETTE, MI 49855
Phone #: (906) 227-9115
Email: jdoerfler@dioceseofmarquette.org

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

APPLICANT/OWNERS REPRESENTATIVE

Name: KYLE RAMBO
Address: 347 ROCK STREET
City, State, Zip: MARQUETTE, MI 49855
Phone #: (906) 227-9116
Email: KRAMBO@CSSUP.ORG

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

PROPERTY INFORMATION

Location (Street Address): 301 W. Baraga Ave Property Identification Number: 011650
Size of property (frontage / depth / sq. ft. or acres): 1/2 AC
Current Zoning District: MED. DENSITY RESID. Proposed Zoning District: MFR
Surrounding Zoning Districts: North M East MOR+MFR South CIVIC West MED. DEN. RESID.
Legal Description: Cleveland Iron Mining Company Replat lots 1 thru 4 the E. 28' of Lot 11, and all of lots 12 thru 20, Block 9

PRE-APPLICATION CONFERENCE

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

PHASING OF APPLICATION

Public hearings before the Planning Commission are held on the first meeting of the month only. Applications and support materials must be submitted twenty (20) business days prior to the public hearing date.

The Marquette City Commission is also required to hold a public hearing and take final action on a rezoning request. This usually takes two City Commission meetings, one to schedule the public hearing and one to hold the public hearing.

SIGNATURE

I hereby certify the following:

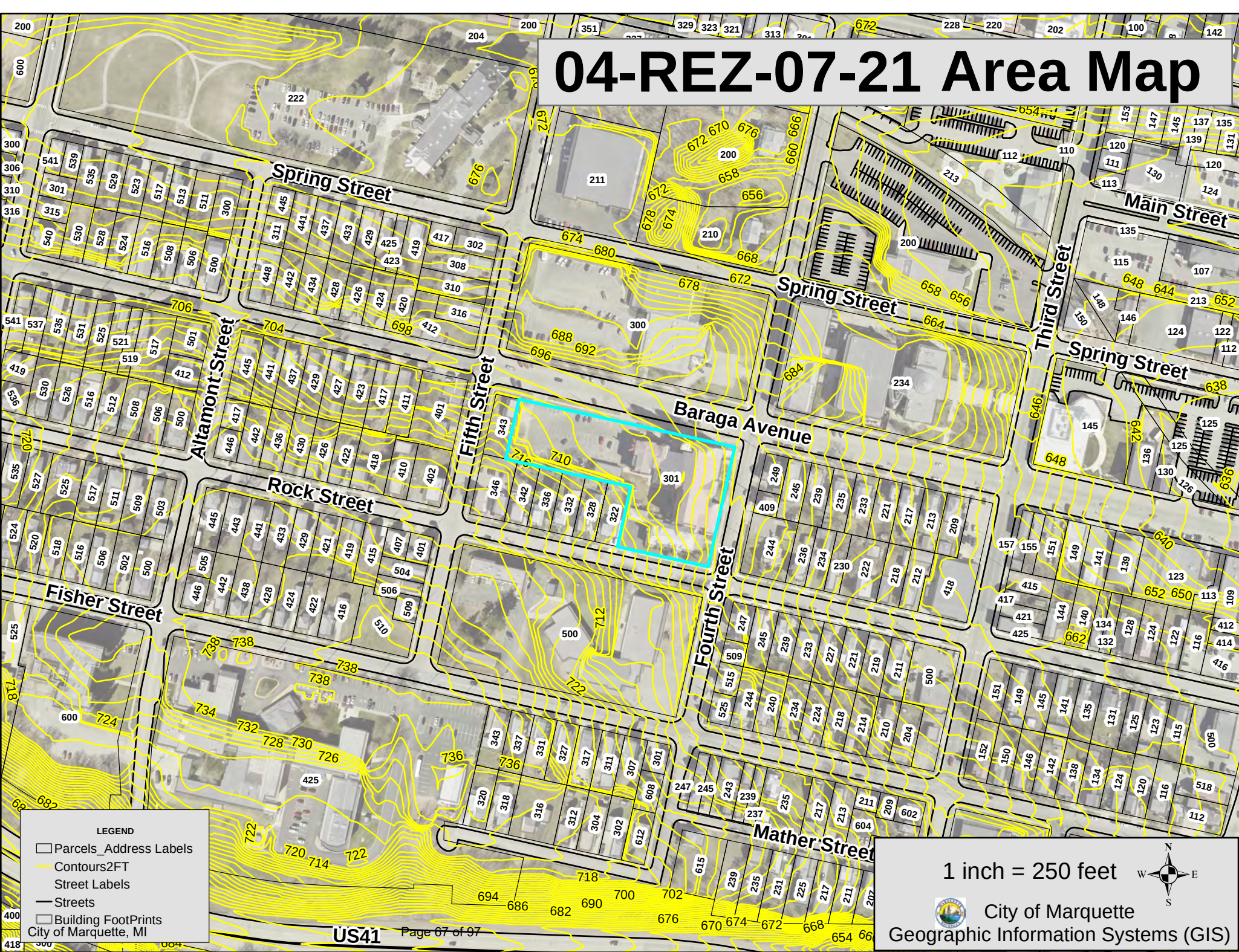
1. I am the legal owner of the property for which this application is being submitted, or I have submitted a written statement by the property owner that allows me to apply on their behalf.
2. I desire to apply for a rezoning of the property indicated in this application with the attachments and the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

Property Owner Signature: _____



Date: 7 JUNE 2021

04-REZ-07-21 Area Map



04-REZ-07-21 Block Map

LEGEND

□ Parcels_Address Labels

● Storm Manholes

■ Storm Catch Basins

— Storm Pipes

■ SewerCleanOuts

⬮ Sewer System Valves

● Sewer Manholes

San Flow Direction

FLOW_DIR

— EAST

— NORTH

— SOUTH

— WEST

— Sewer Lateral Lines

— Sew Not Slip Lined

— Sew Slip Lined

🚒 Fire Hydrants

⬮ WaterShutOff

● Water Valves & Gates

— Water Lateral Lines

wMain

Representation: wMain_Rep

— Cast Iron

— Copper

— Ductile Iron

— Galvanized Pipe

— High Density Polyethylene

— Polyvinyl Chloride

— Sand Cast

— Steel

— Unknown

— Watermains

— Water Structures

— Street Labels

— Streets

— Building FootPrints

City of Marquette, MI

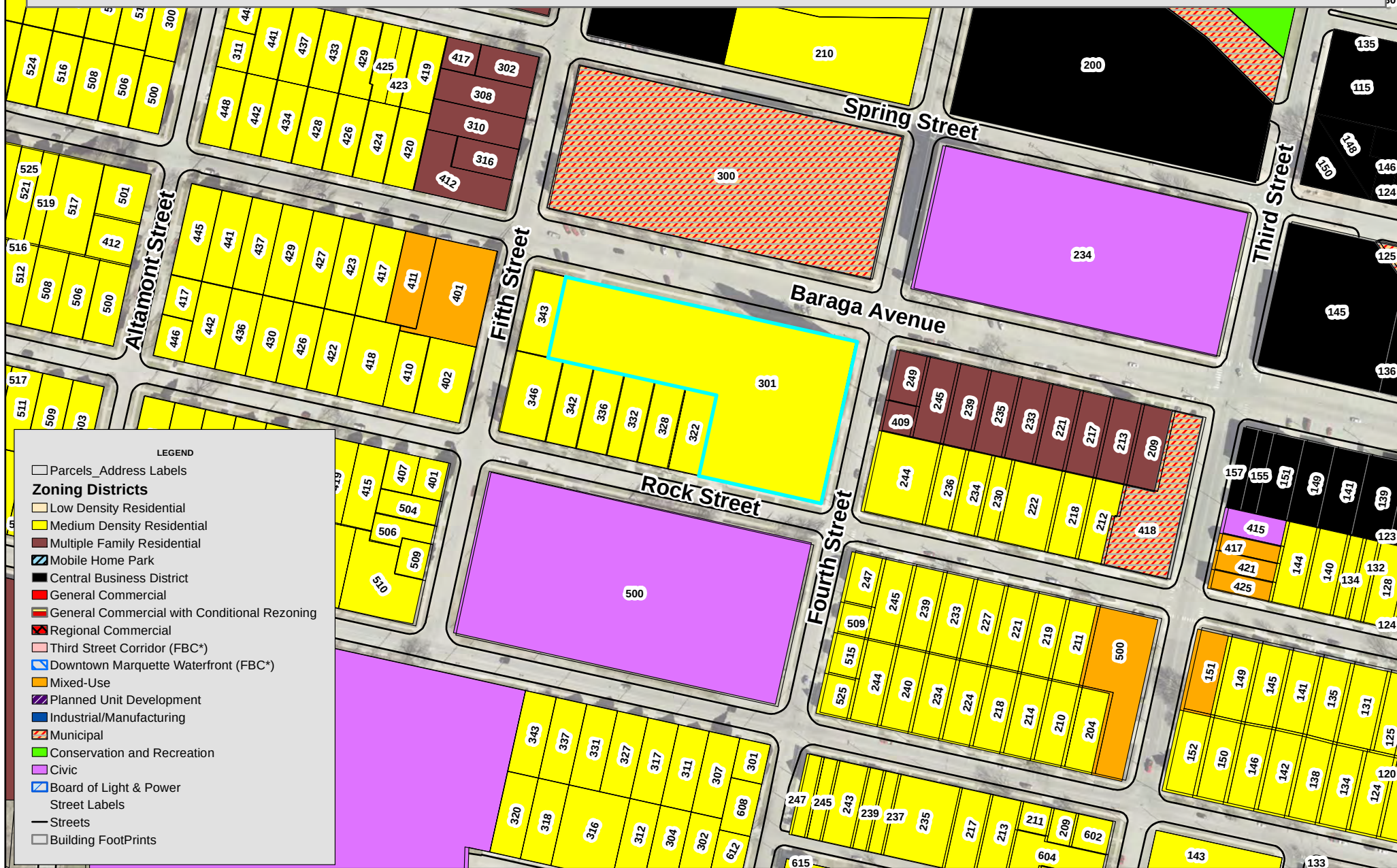
1 inch = 125 feet



City of Marquette
Geographic Information Systems (GIS)



Existing Zoning Map - Parcel Outlined in Blue Proposed to be Rezoned to MFR



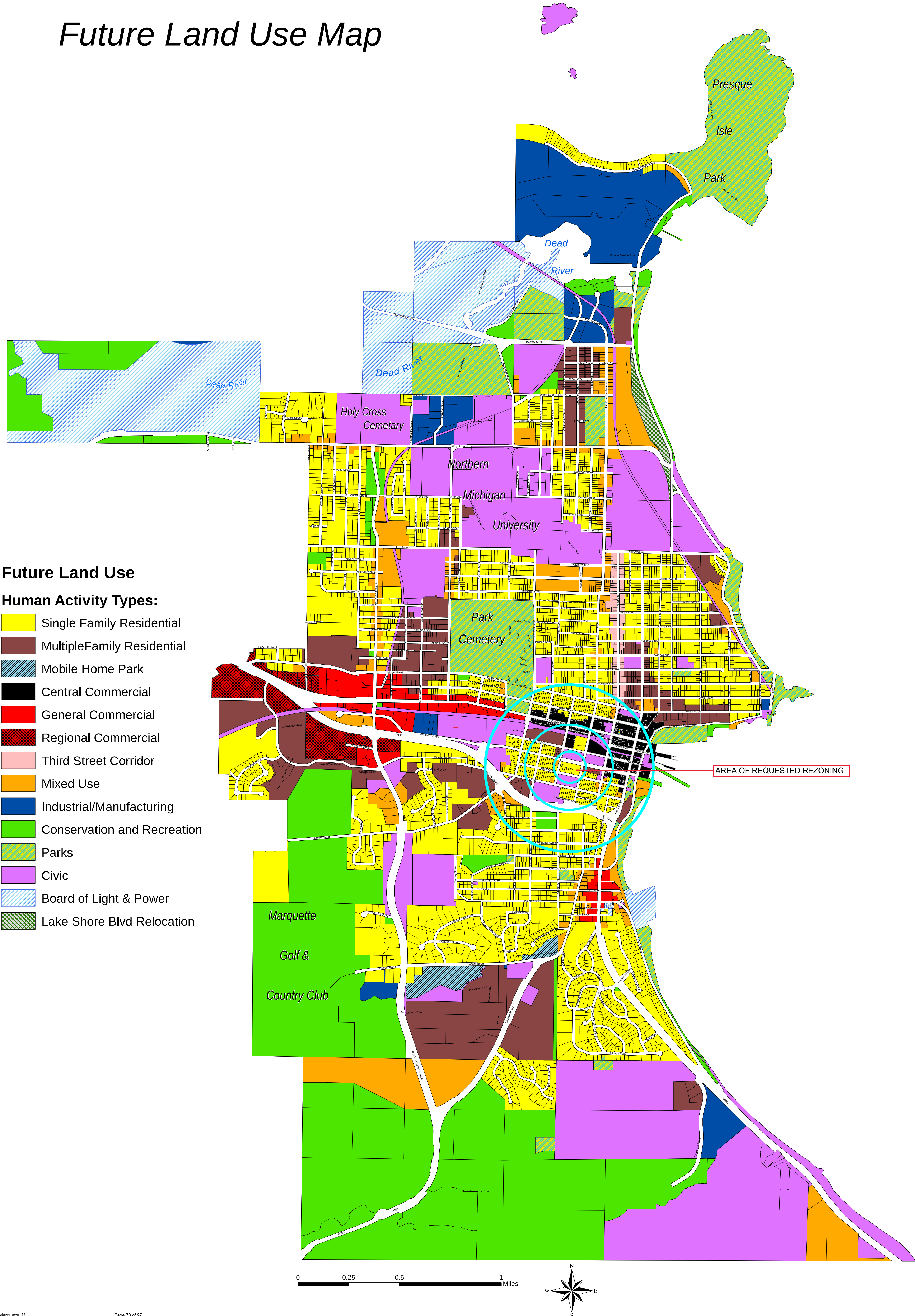
In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein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



1 inch = 208 feet

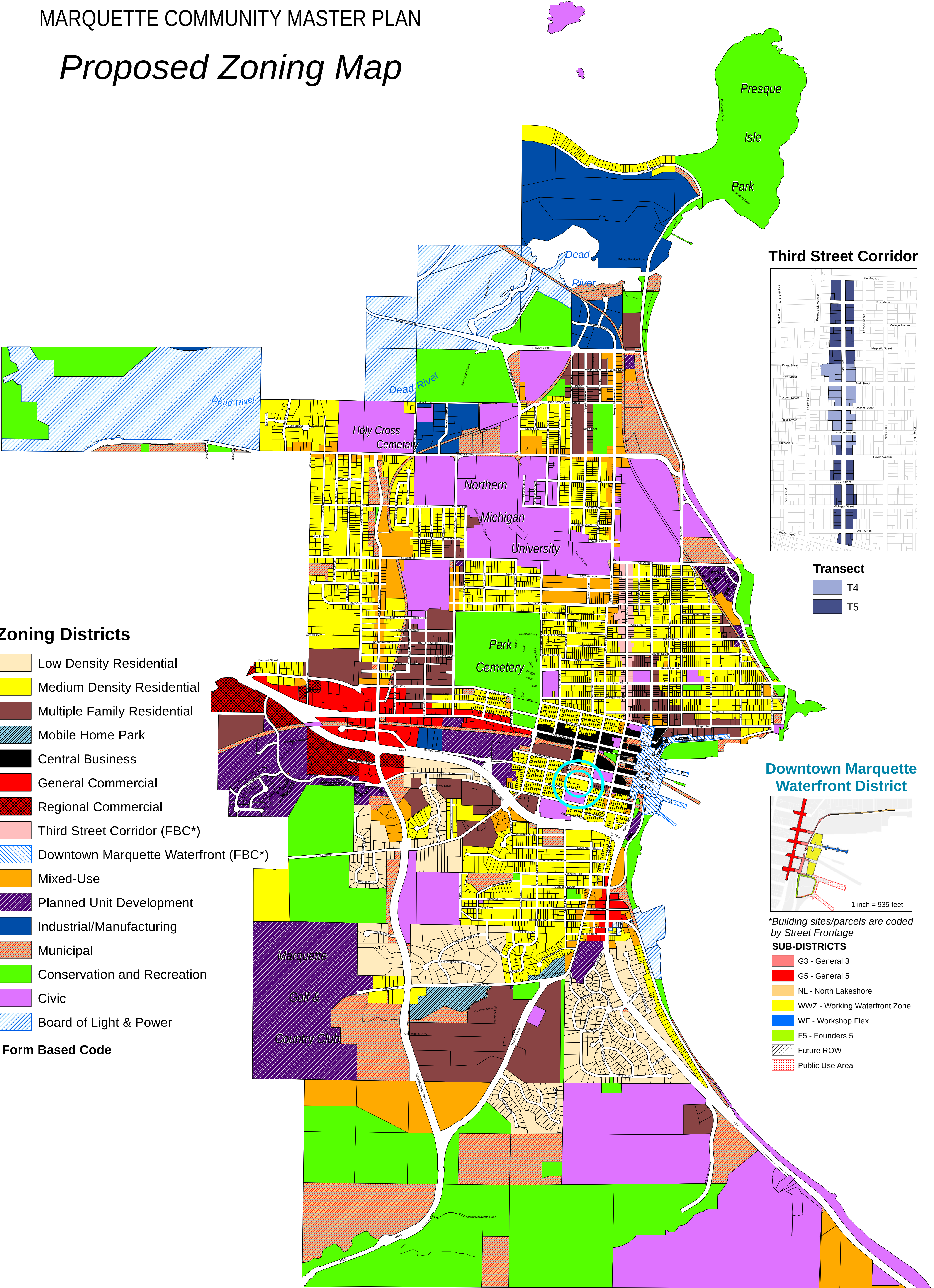
MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



MARQUETTE COMMUNITY MASTER PLAN

Proposed Zoning Map

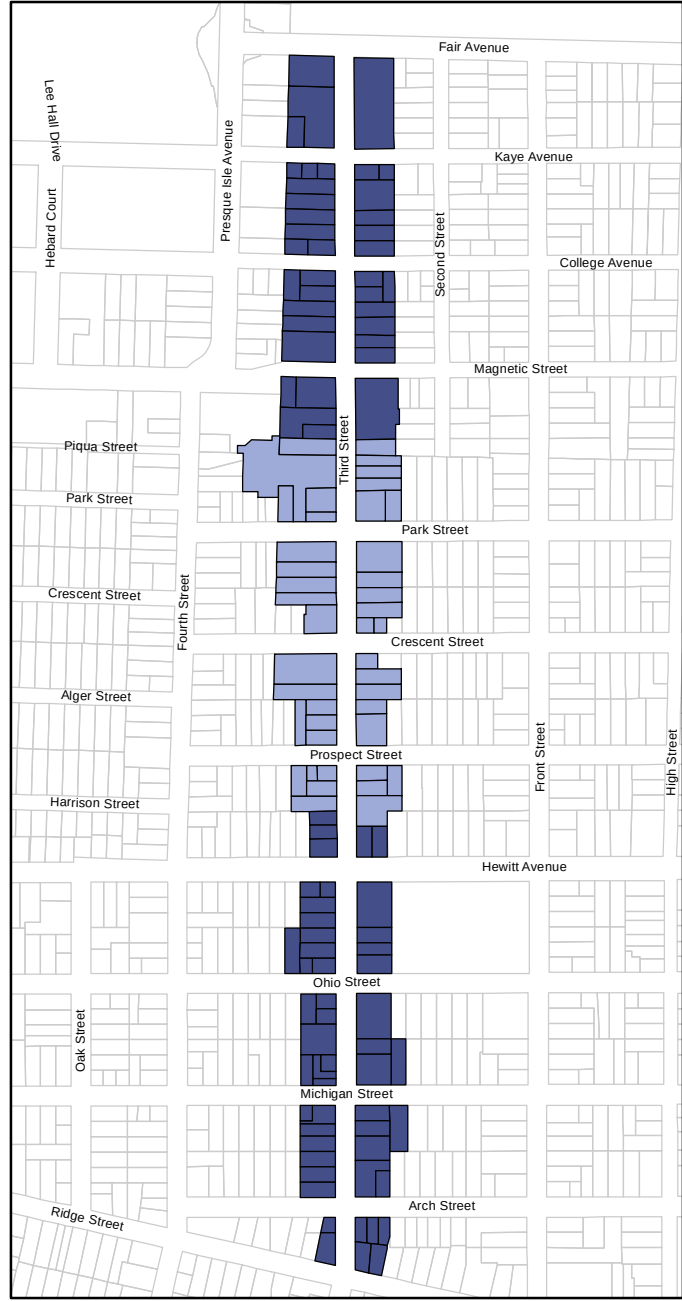


Zoning Districts

- Low Density Residential
- Medium Density Residential
- Multiple Family Residential
- Mobile Home Park
- Central Business
- General Commercial
- Regional Commercial
- Third Street Corridor (FBC*)
- Downtown Marquette Waterfront (FBC*)
- Mixed-Use
- Planned Unit Development
- Industrial/Manufacturing
- Municipal
- Conservation and Recreation
- Civic
- Board of Light & Power

* Form Based Code

Third Street Corridor

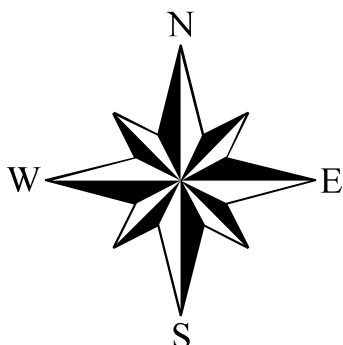
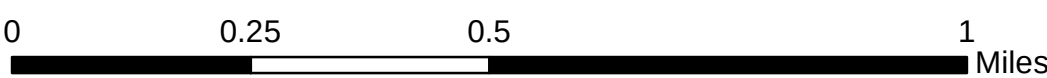


- Transect**
- T4
 - T5

Downtown Marquette Waterfront District



- *Building sites/parcels are coded by Street Frontage
- SUB-DISTRICTS**
- G3 - General 3
 - G5 - General 5
 - NL - North Lakeshore
 - WWZ - Working Waterfront Zone
 - WF - Workshop Flex
 - F5 - Founders 5
 - Future ROW
 - Public Use Area









Friday, June 18, 2021

Region



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PUBLIC HEARING NOTICE MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing on the following matters at their regular meeting scheduled for 6:00 P.M. on Tuesday, July 6, 2021:

05-SUP-07-21 - 1917 Enterprise Street (PIN: 0610061): LS Rentals LLC and North Coast Cultivators are seeking a Special Land Use permit for a Marihuana Grower - Class B located at 1917 Enterprise Street. Per the Land Development Code, "Marihuana Grower - Class B: Marihuana Grower - Class B means a person licensed to cultivate not more than 500 marihuana plants and sell or otherwise transfer marihuana to marihuana establishments."

04-REZ-07-21 - 301 W. Baraga Ave. (PIN: 0111650): Catholic Diocese of Marquette and Roman Catholic Church are requesting to rezone the property located at 301 W. Baraga Avenue which is zoned Medium Density Residential (MDR) to be zoned Multiple Family Residential (MFR).

The public hearing for these requests will be at 6 p.m. in the Commission Chambers at City Hall on Tuesday, July 6, 2021. If you wish to comment on this matter you may do so at that time.

Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov.
Written submissions will be accepted until 12:00 p.m. on July 6, 2021.

Materials submitted by the applicant and the Land Development Code language pertaining to the request are available for review at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday. Otherwise, you can request to have the materials submitted by the applicant e-mailed to you by e-mailing alanders@marquettemi.gov. You can also view the Land Development Code on our website at www.marquettemi.gov. If you have a disability and require assistance to participate, please provide advance notice.

Andrea M. Landers
Zoning Official
alanders@marquettemi.gov
225-8383

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Marquette City Commission will hold two Public Hearings on the following recommended items:

CONSIDERATION OF REZONING AT 1651 FRONT STREET

03-REZ-06-21 - 1651 S. Front St. (PIN: 0020251): TDK LLC and Tranquility Fields are requesting to rezone the property located at 1651 S. Front Street which is zoned General Commercial with Conditional Rezoning (GC CR) to be zoned General Commercial (GC).

CONSIDERATION OF PUD AMENDMENT REQUEST

01-PUD-05-09-A8 - Amendment to the Picnic Rocks Planned Unit Development located at 1001 Lakeshore Blvd. and 1301-1317 Picnic Rocks Drive (PIN: 0370070, and 1300010 to 1300150): Julie Bowerman, Lakeshore Residences LLC, and Picnic Rocks Pointe Association are seeking approval of an amendment to their previously approved Planned Unit Development (PUD) consisting of 15 residential units in the form of single-family dwellings. They are requesting to revise paragraph 7.6 Codes and Ordinances of the PUD Master Deed. It states that "In addition to the construction requirements in this section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected." They would like it to read that "In addition to the construction requirements in this section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected with an exception to permit the existing six-foot high closed construction vinyl fence on Lot #9 to remain in place."

The public hearings will be held in City Commission Chambers at City Hall, 300 West Baraga Avenue at 6:00 p.m. on Monday, July 12, 2021. Any person wishing to comment on the proposed items may do so at that time. Written comments may be submitted to the City Clerk's Office prior to the hearing. Materials relating to these requests may be viewed at the Community Development Department at the Municipal Service Center weekdays from 7:30 a.m. to 4:30 p.m. However, please call 906-225-8383 to schedule an appointment. You can also request a digital copy of the materials submitted by the applicants by emailing alanders@marquettemi.gov.

If you require assistance to participate in these hearings, please provide advance notice to the office of the City Clerk. Kyle Whitney
Marquette City Clerk

Volume 135, No. 135

**THE MINING
Journal**

228-2500

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Justin Marietti, News Editor (jmarietti@miningjournal.net) Ext. 245

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Rezoning

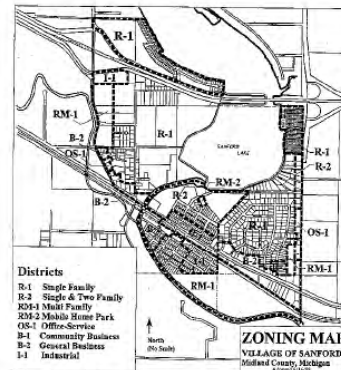
- The main question that must be answered when considering a rezoning is: *“Is that an appropriate location for that zone?”*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific land use is proposed then an additional question must also be answered: *“Are the uses permitted in the existing zone reasonable?”*
- Failing to follow notice requirements may result in a Court invalidating the amendment.

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Rezoning Factors to Consider

RE: Question One (previous page)

- Would rezoning be consistent with other zones and land uses in the area?
- Is the proposed rezoning consistent with the trend of development in that area?
- Are uses in the proposed zone equally or better suited to the area than the current uses?
- Is the proposed rezoning consistent with both the policies and uses proposed for that area in the master plan?



21

Rezoning Factors to Consider

RE: Question Two (previous page)

- Is the proposed use compatible with uses in the existing district? If so, would it be more appropriate to amend the text of the ordinance to add the proposed use to the existing district as a use permitted by right, or by special permit, or by planned unit development than to rezone?
- Is another district, different than the one requested, more appropriate in this location?

22

SPOT ZONING



Characteristics

- Typically a single parcel zoned for uses that are quite dissimilar from the zoning of lands around it.
- Typically small in area.
- Typically grants a right to use land that is not enjoyed by similarly situated adjacent parcels.
- Most important, it is typically inconsistent with the future land use plan and the policies of the master plan.

Result

- Typically ruled invalid if challenged in court.

23

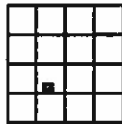
SPOT ZONING CONSIDERATIONS

The following is an excerpt from a Planning Commissioner training/resource manual that summarizes the four characteristics of a "spot zone" - and explains that all four must be found in the subject rezoning request to constitute an "unjustified spot zone". The Planning Commission needs to address each of the four characteristics and determine if there is a spot zone.

SPOT ZONING

Characteristics

- * **Small in Size**
- * **Inconsistent Uses**
- * **Special Benefit**
- * **Contrary to Master Plan**



MSPO Basic Program: _____

What is a Spot Zone?

Public hearings for rezonings are often filled with comments about the creation of a "spot zone," and the dire results of such an approval. But spot zoning is a derogatory and often misused term.

Spot zoning has some specific characteristics. It is not simply the appearance of a "spot" on a zoning map. Many acceptable zone districts may be "islands," surrounded by other zone

districts. But while some may disagree on whether or not a specific case is a spot zone, nearly everyone agrees that it is a poor zoning practice. A unjustified spot zone is, therefore, likely to be viewed by the courts as unlawful.

In order to qualify as a spot zone the property will meet each of four characteristics.

Small in Size

As the term "spot" implies, the location of a spot zone will be a relatively small parcel, particularly with respect to the sizes of the parcels in the vicinity. While there are no firm rules on what size a spot needs to be, the larger the area, the less likely it will be considered a "spot." If the property was large enough to accommodate buffers or transition areas, landscaping or open space could be used to soften the impact on surrounding properties or uses.

Inconsistent Uses

The second quality is that the spot zone will permit uses that are inconsistent with the uses already established or allowed in the vicinity. The inconsistent nature of the spot zone's uses should be clear, i.e. the uses should be very different. These uses, either by virtue of building design, traffic, or intensity will be incompatible with uses allowed in surrounding districts. For example, a proposed two-family district rezoning in a single family zoned area would not be an inconsistent use. A sporting goods store in the midst of a residential area, however, would be an entirely different use of land.

Special Benefit

Spot zoning also confers a "special benefit" on a single property owner which is not available to others in the area. Since the uses allowed by the spot zone are inconsistent with, and often more intense than, those allowed in surrounding districts, a special benefit is given to the holder of the spot zone, to the detriment of nearby properties.

Contrary to the Master Plan

The final characteristic of a spot zone is the one that most distinguishes it as a poor zoning practice. If the Master Plan designates a small parcel in a rural or agricultural area for commercial use to serve residents in the general area, it may have the look of a classic spot zone. In fact, it may even meet the first three characteristics. But it is not a spot zone since the Master Plan planned for its creation. As a result, labeling a rezoning a "spot zone" simply because it is on a small parcel and the uses allowed are different from the other uses around it is not always correct.

REZONING CASE STUDY



**Willis Township - Proposed Rezoning
A-1 to C-2**

Use proposed - Shopping Center
Permitted in C-2, Special Use in C-1
10-Year Master Plan - Residential
No opposition
Major arterial road

**WHAT ARE THE APPROPRIATE
FACTORS TO CONSIDER?**

MSPO Basic Program

Rezoning Case Study

Willis Township - Proposed Rezoning A-1 to C-2

The application states that two existing barns and an old farmhouse on a ten acre parcel are to be razed and a shopping center constructed on the property. The C-1 District requires that shopping centers be reviewed as a special land use; the C-2 District allows shopping centers as a Permitted Use. The applicant is requesting the

C-2 District. A variance may also be required for a side yard setback.

WILLIS TOWNSHIP Zone Districts

C-1 Neighborhood Commercial

Permitted Uses

1. Grocery stores
2. Drug stores

Special Land Uses

1. Shopping centers

C-2 Community Commercial

Permitted Uses

1. Automobile services
2. Shopping centers

Special Land Uses

1. Auto body shops

MSPO Basic Program

- The 10-year old Master Plan designates the property and the surrounding area for Residential use.
- No neighborhood opposition is apparent.
- The road which serves the property is a major arterial, but no public sewer or water is available.

WHAT ARE THE APPROPRIATE FACTORS TO CONSIDER?

June 18, 2021

RECEIVED
JUN 18 2021

Marquette City
Community Development Office

Dear Planning Commission:

It has come to my attention that the Diocese of Marquette has proposed a zoning change to their property that abuts my property. I strongly object to this proposal.

I understand the Diocese of Marquette and Catholic Social Services would like to rezone the Bishop's residence from Medium Density Residential to Multi-Family Residential as they intend to open a Women's Recovery Center/Halfway House.

I object to this rezoning. The MFR zoning allows for potential special land use as a Women's Recovery Center/Halfway House and also opens up many possible potential future uses including use as a Domestic Violence Shelter, Fraternity/Sorority House, and Rooming House which all pose significant concerns for the nature of the neighborhood in terms of traffic, parking, safety, noise, and property values.

1. Traffic and Parking: Rock St. is fairly narrow and parking on the street in front of the proposed property is restricted by driveway access to Father Marquette School. Thus, once the halfway house driveway is full, workers and visitors would need to park further west on the street, where in fact, there is already crowding from teachers, parents, and the school bus... making it difficult for residents on Rock St. to park on the street when they need to and making it very narrow especially in the winter when there are snowbanks. The proposed rezoning would further crowd parking and increase traffic on a narrow road.

2. Safety and Noise: Many children (including my own) play in this neighborhood, walk to bus stops for public schools, or go to Father Marquette School. The Halfway House would bring in people with addiction and also their visitors. Recovery is often associated with relapse, mental illness, criminal behavior, depression, and anger. These issues would not be maintained within the walls of the building but would be displayed on the street, sidewalk, yard, and driveway. I envision people smoking cigarettes on the sidewalk/driveway next to my house, having domestic disputes, swearing, etc. This will be witnessed by my children and the children of the neighborhood and school. It will not be safe. This is the type of behavior we already witness outside the women's center, the warming center, and even at St. Peter Cathedral when it hosted Room at the Inn. I work for St. Peter Cathedral and I know many parishioners did not feel safe when the Room at the Inn was hosted there, and eventually the Cathedral withdrew from hosting it as the police had to be called for drugs and violence. The current Warming Center/Room at the Inn houses many of the woman that will be potential members of the halfway house. The Cathedral is a historic landmark of Marquette but it cannot maintain itself financially if it loses funding from parishioners who decide to no longer support it because they do not feel the environment is safe. I believe adding a recovery center/halfway house or any of the potential future uses of a multi-family residence rezoning in the neighborhood will make the neighborhood much less safe and will affect the safety of the parishioners of the cathedral as well as the residential neighbors.

Those who relapse at a halfway house would possibly become homeless if they have no family or family is no longer willing to help. The halfway house would bring women from all over the Upper Peninsula to Rock St. Marquette, treating them hoping for success, but if there is failure, they will likely be out on the street, in our residential neighborhood.

4. Zoning Requirements: The proposed halfway house property has no back yard. The building back door leads into the St. Peter Cathedral courtyard which would not be part of the halfway house as it is a place for quiet prayer. The side yard on the west is only a driveway adjacent to my own driveway. This does not seem me to meet the zoning criteria of 30 feet backyard and 15 feet on each side yard.

5. Property values in the neighborhood will inevitably go down if this property becomes a treatment center, thus taxes will go down for the city. Please see the study done by the Journal of Sustainable Real Estate http://www.josre.org/wp-content/uploads/2014/12/9830-63_92.pdf of which I have attached the first page. Property values typically go down 8 to 17% in neighborhoods located near abuse treatment centers.

Overall, I think we need to look at the types of land use that a multi-family residential rezoning would allow and their compatibility with the current neighborhood which includes a church, a school, and residential houses with families. Essentially, the rezoning opens up this area to be used to house large numbers of people in one building, and potentially a halfway house for people with many issues not compatible with families, school children, and church parishioners. I do not believe the city would be looking after the best interests of its citizens by allowing this rezoning.

Sincerely,

Jodi Lanciani
322 Rock St

Enc. Page 1 of "NIMBY" Article

“Not in My Backyard”: The Effect of Substance Abuse Treatment Centers on Property Values

Authors Claire R. La Roche, Bennie D. Waller, and Scott A. Wentland

Abstract Residential treatment centers offer the most intense form of treatment for substance abuse and are often embedded in residential neighborhoods. As a result of the Patient Protection and Affordable Care Act, the number of treatment centers has been forecasted to burgeon. We examine the external effect of residential rehab centers on nearby real estate. As addiction treatment centers are planned, a common response of nearby property owners is “not in my backyard” (NIMBY). Using a large MLS dataset from central Virginia, we estimate the impact of substance abuse treatment centers on nearby home prices and liquidity (as measured by time on market). We find that a neighboring treatment center is associated with an 8% reduction in nearby home prices, and that this discount is magnified for treatment centers that specifically treat opiate addiction (as much as 17%).

The primary residence is perhaps the greatest single investment made by an individual and the mantra “location, location, location” is an ever-present concern of a prospective buyer. Before purchasing a home, a savvy buyer will frequently research the community and the school system, as well as the crime statistics. When homeowners are made aware of an application for a special use permit for the possibility of an addiction treatment center being located in their neighborhood, initial concern for personal and household safety, followed by the stark realization that home values in their neighborhood may be adversely affected, almost always lead homeowners to the universal response of “not in my backyard” (NIMBY). The typical opposition to a proposed substance abuse treatment facility is based on two visceral concerns: an increase in crime risk and a related decrease in property values. The primary purpose of this paper is to examine the latter claim empirically, determining whether there is significant evidence that treatment centers have a negative impact on nearby real estate.

Ex ante, it is not clear that substance abuse treatment centers will adversely impact neighboring real estate, which motivates our empirical examination of this externality. On one hand, there may be a priori reasons to suspect that treatment facilities will not have much of an impact on neighboring real estate. Locating addiction treatment centers in residential areas has become commonplace.



Northern Skies District

927 W. Fair St.
Marquette, MI 49855
906-228-4644
dbyar@michiganumc.org

The Michigan Annual Conference The United Methodist Church

Rev. Scott A. Harmon, District Superintendent
Diana Byar, Administrative Assistant

Monday, June 14, 2021

Marquette City Planning Commission

RE: Re-zoning of 300 Rock Street (Bishop's Residence)

Dear Planning Commission Members,

I write on behalf of United Methodists across the Upper Peninsula in offering my upmost support for the request of a zoning change to the residence at 300 Rock Street.

It is hard to overstate the positive impact the work of Catholic Social Services of the Upper Peninsula has had in the health of our communities. Addiction, mental health, and recovery issues have long been significant contributors to the fraying stability of individuals and families, and I applaud the vision CSS has cast in their effort to make transformative addiction care available in the Marquette area.

The use of the former Bishop's Residence of the Marquette Diocese is a powerful witness to the care and protection these women will receive on their journey. Inspiring Hope will offer stability and support to these women at a time in which they are most vulnerable, and as a leader in the faith community I encourage us to support these efforts in all the ways we can.

Faithfully,

Rev. Scott Harmon

RECEIVED

JUN 21 2021

Marquette City
Community Development Office

June 22, 2021



Marquette City
Community Development Office

Dear Zoning Committee:

I am in receipt, and very appreciative, of your notice to rezone the property located at 301 W. Baraga to multi-family residential.

My family resides at 244 Rock Street, (directly across the street from 301 W. Baraga) parishioners of St. Peter Cathedral, and we strongly object to this proposal for a number of reasons.

We have learned that the Catholic Diocese – Catholic Social Services has requested the rezoning to open a women's (with possibly children) addiction recovery house at 301 W. Baraga. The decision was made not long ago to withdraw the Cathedral from the Room at the Inn program due to troubling drug and alcohol behavior, which led to numerous complaints from concerned citizens and visits from the police.

Do you have children or grandchildren? If so, I cannot image you would subject them to lewd conduct, profanity, and exposure to drug abuse, or want them to live across the street from a drug recovery home.

Our driveway meets the Cathedral doors to where Room at the Inn guests congregated. Many were intoxicated, used foul language and were very intimidating as they watched our family come and go. We have three children, and it was very uncomfortable to go outside. It went as far as finding a woman, smoking a cigarette, obviously on drugs of some kind, IN OUR HOUSE! We have since installed a security system and keep all doors locked at all times, even when we are home.

While we understand the need for such programs and helping the homeless, we are compassionate people, but do not agree with this location which most importantly, is directly across the street from an elementary school, and would be the **FIFTH RECOVERY/HOMELESS USE PROPERTY within 3 blocks of 301 W. Baraga, with 616 Fisher Street just being approved for the same thing, this month, per the June 14, 2021 public hearing agenda:**

- 245 W. Baraga – 56 Feet – From legal address of 301 W. Baraga – Harbor House
- 146 Spring Street – 3 blocks Janzen House
- 616 Fisher Street – 3 blocks Fisher House
- 347 Rock Street and 447 W. Washington Street – Room at the Inn

Enough is enough. Father Marquette's administration is aware of Catholic Social Services intent, however the information, to my knowledge, had not been shared with families who attend Father Marquette, and I find it deceitful, to purposefully withhold information that directly affects its families of the school, who are neighbors in our community.

The request to accommodate the current Bishop, who wants to live at his lake house, is not a compelling reason to add additional adverse consequences into the neighbor's environment, which he no longer has to live in.

Hundreds if not thousands of tourists come to Marquette to visit the historic landmark of St. Peter Cathedral, who expect to arrive at a safe establishment, to enjoy quiet prayer in a safe environment, as do the Cathedral parishioners.

For zoning purposes, this property is connected to the Cathedral through the church's prayer courtyard, therefore has no backyard and the side lot sits feet from 4th Street and the driveway on Rock is adjacent to the neighbor's lot.

Our south side neighborhood has become a desired location in Marquette, with front yard views of Lake Superior and minutes to downtown shops, bike baths and community events. With four similar recovery houses already in the area, I would ask Catholic Social Services to find a more suitable location for their project – no more in our backyard.

As parents, grandparents, homeowners and community members, we take pride in the work we have done to increase our property values that help to further beautify Marquette. Adding **another** homeless/recovery center in this location, increases safety concerns, prohibits children from safe play, as well as noise, violence, policing and parking issues that come with it.

Again, my family strongly opposes the zoning change to multi-family residential, which is not in the best interest of the city, the Cathedral, or its residents.

Respectfully,

A very concerned community member,

A handwritten signature in black ink, appearing to read "Debra DeMattia".

Debra DeMattia
244 Rock Street
Marquette, MI 49855



Evangelical Lutheran Church in America
Northern Great Lakes Synod

1029 N. Third Street, Suite A • Marquette, MI 49855

Phone: 906-228-2300 • Fax: 906-228-2527 • Email: ngls@nglsynod.org

Website: www.nglsynod.org

Rev. Katherine A. Finegan

Bishop

kfinegan@nglsynod.org

Rev. Jim Duehring

Assistant to the Bishop

jduehring@nglsynod.org

Heather Oysti

Office Administrator

hoysti@nglsynod.org

Betsy Koski

Bookkeeper/Secretary

bakoski@nglsynod.org



Companion Relationships:

Eastern & Coastal Diocese

Evangelical Lutheran Church
in Tanzania

Delaware-Maryland Synod

Evangelical Lutheran Church
in America



Cynthia Halvorson

ELCA Regional Gift Planner

cynthia.halvorson@elca.org

June 22, 2021

The City Planning Commission
Municipal Service Center
1100 Wright St.
Marquette, MI 49855

RECEIVED
JUN 25 2021

Marquette City
Community Development Office

Dear Marquette City Planning Commission,

Thank you for your careful consideration of the future of the city of Marquette. This small city is beloved by so many and your attention to what will be most beneficial to current and coming citizens is appreciated.

As you consider the needs of the community, I ask that you give your full attention to the request to re-zone 300 Rock Street so that a substance abuse recovery center for women is possible.

As a transplant from St. Paul, Minnesota, I have often noted and lamented the limited social services in our community. As a pastor in the congregation, I had only a very short list where I could refer people for mental health issues and substance abuse. I am grateful to Catholic Social Services and Bishop John Doerfler for seeking to do what they can to provide a much-needed resource. I continue to apply what pressure I can to Lutheran Social Services to do the same. I believe we best attend to the needs of the most vulnerable by partnering together: people of all faiths, local citizens, city officials, and more so that the most vulnerable among us are given the support they need.

Thank you for all that you do to make Marquette a great place to live and work. A Women's Recovery House at 300 Rock Ave in Marquette would only add to the list of resources available in Marquette and the health of those who need the support it would offer. Please give this request your full consideration.

Sincerely,

Rev. Katherine Finegan

Bishop of the Northern Great Lakes Synod of the Evangelical Lutheran Church in America.

June 29, 2021

Andrea M. Landers
Zoning Official
Community Development Department
1100 Wright Street
Marquette, MI 49855

RE: Rezoning of Property at 301 W. Baraga Avenue / Rock Street to MFR

Ms. Landers and members of the Zoning Committee,

As a resident on the 200 block of Rock Street for over 60 years, I am giving notice that I object to the rezoning of the property located at 301 W. Baraga Avenue (which also includes property on Rock Street) to Multiple Family Residential (MFR).

I am less than 300 feet from the property and have many concerns about the rezoning to MFR along with its intended use of the property as a Recovery Center / Halfway House.

- **Safety and Noise:** The property is located directly across from a school and playground area and is in an already congested neighborhood consisting of elderly and young families.
- **Traffic and Street Parking:** Rock Street is a narrow street with limited, single-sided parking. It becomes congested in that area with school, church and general flow of traffic.
- **Proximity:** We are already in close proximity to other properties being used for Support Centers/Recovery Centers.

Overall, I object to the rezoning of 301 W. Baraga Avenue / Rock Street.

Sincerely,

Lois Ritari

RECEIVED
JUN 29 2021

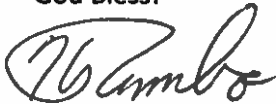
Marquette City
Community Development Office

Re-Zoning Request for 301 Rock Street

Marquette City Commissioners, The Catholic Diocese of Marquette in partnership with Catholic Social Services of the UP is requesting the re-zoning for the property located at 301 Rock Street. This property has been used for various purposes in the past including the Diocese staff offices. For the past 15 years a portion of the property has served and continues to serve as guest quarters for visiting priests. The intent of this re-zoning request is to transition the main residence on the property to serve as multi-family units. This large main residence which contains eight bedrooms and five bathrooms has been underutilized for the past several years. The attached letters of support help convey the need to re-zone this property in order to fill a serious gap in required community services.

We hope and pray that you will also see the need and consider re-zoning this property which will allow us to better serve Marquette.

God Bless!



Kyle Rambo

Director, Catholic Social Services of the UP

RECEIVED
JUN 30 2021

Marquette City
Community Development Office

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JUN 30 2021

Marquette City
Community Development Office

Catholic Social Services
of the Upper Peninsula



INSPIRING HOPE

Executive Summary

Many families in the Upper Peninsula are impacted by drug and alcohol addiction and mental illness. During the Pandemic the employees of Catholic Social Services of the UP remained on the front lines to serve those in need of addiction and mental health treatment. During this period we witnessed the steady increase in addiction behaviors and the severity of mental health symptoms. Our addiction and mental health professionals continued to provide face-to-face services when mental health symptoms or potential relapses from recovery of our clients required it. The demand for our child welfare services also increased in proportion to the increase in substance abuse and mental illness in struggling families. Unfortunately, as demand for these services increased the number of available behavioral health providers decreased. As a result, most days over the past year were simply overwhelming. The employees of CSSUP shared a genuine conviction to continue to serve as a shining light in the darkest days of the Pandemic. We feel truly blessed to have had the opportunity to help so many of our friends, family members and neighbors when they needed us most.

This period also exposed a significant shortage of recovery housing for women. By serving women with addiction and their families we believe we are empowering them and strengthening their communities. Catholic Social Services of the Upper Peninsula (CSSUP) is dedicated at fostering hope and improving lives for those most vulnerable in our community. Women with addictions or mental illness are more likely to have suffered trauma in their life even before becoming involved in drugs and/or alcohol abuse. After prolonged use of substances or untreated mental illness symptoms, they are far more likely to be victims of spousal abuse, domestic violence, rape, and assault than the general population. Women in recovery struggle in all areas – socially, financially, emotionally, psychologically, medically, and spiritually. If they are also trying to raise a family, their challenges are multiplied making them and their families the most vulnerable members of our community family. Our experienced mental health and substance abuse professionals along with the vast network of community partners in the UP, are uniquely qualified to inspire hope and improve lives for this vulnerable population.

This project will help us serve those in need by providing long-term safety and care for our most vulnerable UP families. CSSUP continues to serve as a catalyst to help clients identify possibilities and create new realities – a single point of contact which can corral resources from the larger community to achieve success. CSSUP works with struggling moms and families to set goals, learn new skills, discover strategies for success, and realize the inherent strength that has been hidden. Inspiring Hope will pinpoint specific resources that are appropriate for each family and their situation.



Affiliated with Catholic Charities U.S.A.



Escanaba

1100 Ludington St., Ste. 401, 49829
(906) 786-7212
Fax: (906) 786-0676

Marquette

347 Rock Street, 49855
(906) 227-9119
Fax: (906) 228-2469

Iron Mountain

427 S. Stephenson Ave., Ste 215, 49801
(906) 774-3323
Fax: (906) 774-2556



Since 2013, with the establishment of our first men's recovery house in Iron Mountain and later in 2017, in Escanaba with our second men's recovery house, CSSUP has successfully forged strong partnerships with community team members. We leveraged community team resources to help men better support their family and move toward self-sufficiency. Community team members include but are not limited to behavioral health professionals, medical health systems, The NorthCare Network, MiDHHS Child Welfare Services, faith communities, schools, sobriety courts, law enforcement, and employers.

With the growing demand for women's recovery services in the UP these partnerships will grow even stronger through Inspiring Hope. The program will reduce addiction behaviors and mental health symptoms for mothers and greatly improve the opportunity for them to raise their children in a safe, drug free home environment. One of the most significant barriers to reunifying parents with their children struggling with addiction or mental illness is the absence of a safe, drug free home environment. The reunification process depends on the parent remaining sober which requires an entire community support team. Ensuring the mother has a safe, supportive, loving environment to reduce their addiction behaviors and/or manage their mental illness is critical to reuniting parents with children. A dedicated house for women will provide a safe environment for supervised. It also allows the Mom to begin her journey in recovery by reducing addiction behaviors and/or managing her mental illness. Together we can improve lives and inspire hope for the most vulnerable in our UP communities.

God Bless!

Kyle Rambo

Director, Catholic Social Services of the UP



Affiliated with Catholic Charities U.S.A.



Escanaba

1100 Ludington St., Ste. 401, 49829
(906) 786-7212
Fax: (906) 786-0676

Marquette

347 Rock Street, 49855
(906) 227-9119
Fax: (906) 228-2469

Iron Mountain

427 S. Stephenson Ave., Ste 215, 49801
(906) 774-3323
Fax: (906) 774-2556



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JUN 30 2021

Marquette City
Community Development Office

To whom it may concern:

I write on behalf of Room at the Inn in support of Catholic Social Services' proposal to renovate the Catholic Diocese facility at 311 W Baraga Ave, in downtown Marquette to provide a Women's Recovery House for Recovery and Mental Health services

We strongly support this effort with the belief that establishing the Recovery House would address the desperate need for more recovery and mental health services. In an effort to fill gaps in service for our community members in need, Room at the Inn supports the end goal- to obtain the zoning permits necessary from The City of Marquette to renovate the unit at 311 Baraga St, Marquette MI into a Women's Recovery Residence.

Thank you for your time and consideration.

Best,

A handwritten signature in blue ink, appearing to read "Nick Emmendorfer", is written over a horizontal line.

Nicholas Emmendorfer
Executive Director
Room at the Inn

NorthCare Network

1230 Wilson Street
Marquette, Michigan 49855

RECEIVED
JUN 30 2021

April 21, 2021

Michigan Health Endowment Fund
330 Marshall Street, Ste 201
Lansing, MI 48912

Marquette City
Community Development Office

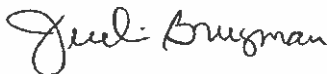
Board of Directors:

Catholic Social Services of the Upper Peninsula has been a valued member of the NorthCare Network SUD provider panel for many years. Under the leadership of Executive Director Kyle Rambo, the agency has been successful with acquiring properties to support the development of much needed recovery housing in Upper Peninsula counties. NorthCare has worked with Kyle and his team to support training and provide funding for the Alpha Omega and Alpha Omega II men's recovery houses in Iron Mountain and Escanaba.

The collaboration with Superior Housing Solutions will allow for strong alignment of recovery support services for the residents. The women's & family project will provide opportunities for mothers and their children to establish strong recovery supports while living in a safe, substance-free setting. There is not currently any recovery housing program in the Upper Peninsula that serves both mother and child. NorthCare will work closely with Catholic Social Services of the Upper Peninsula to assist them with re-certification as a Women's Specialty Provider and looks forward to program development to include on-site childcare, transportation assistance, and consistent recovery support programming.

The Michigan Health Endowment Fund grant will support the program development for this much needed programming. NorthCare will support sustainability for on-going services with its specialty funding allocation for Women and Children providers along with traditional treatment funding.

Sincerely,



Judi Brugman
SAPT Director



City of Marquette, MI

Customer Service: 888-333-8030 or (906) 225-7254

Admin. Fax: (906) 232-1070 Clinical Fax: (248) 408-1287 SUD Fax: (248) 406-1286

www.northcarenetwork.org

To Request Behavioral Health Services Call: 888-906-9060





April 16, 2021

Lynda Zeller
Michigan Health Endowment Fund
330 Marshall, Suite 201
Lansing, MI 48912

RECEIVED
JUN 30 2021

Marquette City
Community Development Office

RE: Inspiring Hope

I am writing on behalf of OSF HealthCare St. Francis Hospital & Medical Group in support of Catholic Social Services of the Upper Peninsula's (CSSUP) Inspiring Hope project. Our organization has partnered with CSSUP for many years in a collaborative care model. Together, we maintain seamless coordination of care for our patients to connect them with area resources to ensure medical and behavioral health services are synchronized and supportive for long-term patient care.

OSF St. Francis Hospital is the sole hospital and emergency department in Delta County. Each year, our emergency department provides care to approximately 17,000 patients. In 2020, 28 patients presented to our emergency department for behavioral health needs, with the majority of these patients experiencing a crisis. In 2020, nearly 20 percent of babies delivered in our OB department were born to mothers using substances. This number does not account for the hundreds more suffering from mental health issues and those in unhealthy relationships.

This data speaks to the need for focus on women's mental health and addiction behaviors. The Inspiring Hope project will provide support to women, pregnant women, children and other at-risk families using approaches that minimize stigma and reduce barriers to care and aim to strengthen existing collaboration within our community. Inspiring Hope will make a positive impact on access to mental health and addiction behavior treatment and recovery support services our patients and community members need. OSF St. Francis Hospital is fully supportive of CSSUP's Inspiring Hope project.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Lord".

Dave Lord
President
OSF HealthCare St. Francis Hospital & Medical Group



RECEIVED

JUN 30 2021

1310 S. Front Street
Marquette MI 49855
(906) 225.1346
www.wcmqt.org

June 22, 2021

Marquette City
Community Development Office

Dear Members of the City of Marquette Planning Commission,

The Women's Center, serving both Alger and Marquette Counties, serves survivors of both domestic and sexual violence. The events that survivors go through are traumatic. Much too often there are co-occurring disorders taking place with that person because of the trauma they have encountered.

Our advocates provide supportive services, active listening, safety planning, assistance with personal protective orders, transportation, housing assistance and much more to help them get back to a life that is sustainable for them. We run an emergency shelter and a 24/7 crisis and support phone line. We recently added therapeutic counseling for both domestic violence and sexual assault clients, which is so needed.

We recognize a desperate need for more long-term residential recovery facilities for women in Marquette County. Presently Great Lakes Recovery Center has a six-bed facility located in Marquette and that is the only long-term residential women's recovery house that we are aware exists in Marquette County for women. It really is an injustice to women because we have so many women who suffer and need help.

If I can be of further assistance, please feel free to reach out to me.

Respectfully,

Beth Casady, MPA
Executive Director





The Episcopal Diocese of Northern Michigan
131 East Ridge Street
Marquette, Michigan 49855

Office of the Bishop

June 28, 2021

City Planning Commission
Municipal Service Center
1100 Wright Street
Marquette, MI 49855

Dear Marquette City Planning Commission:

I am amazed at the ongoing support of various faith groups when it comes to the vulnerable in our community. I know the Episcopal Diocese of Northern Michigan has and will continue to support the various projects that come our way as we share the Good News of Jesus' love. We are fortunate to be able to support various feeding programs such as Feeding America West Michigan, which has begun distribution here in the Marquette area as well as supporting the homeless in recent years.

As you consider the needs of the community, I hope you will endorse the rezoning request by the Catholic Social Services of the Upper Peninsula and the Roman Catholic Diocese of Marquette for a Women's Recovery House at 300 Rock St. in Marquette. As a former chaplain and board member of Monarch Recovery Center for Women in Muskogee, Oklahoma, I cannot tell you how much this would benefit the community as a resource for women who are on the road to recovery.

I want to take this time to thank you for considering this zoning request that will benefit the citizens of Marquette County.

Faithfully,

A handwritten signature in blue ink, reading "Rayford Ray", with a long horizontal flourish extending to the right.

The Rt. Rev. Rayford J. Ray
Bishop, The Episcopal Diocese of Northern Michigan

RECEIVED
JUN 30 2021

Marquette City
Community Development Office

Robert and Lora Frak
332 Rock Street
Marquette, Mi 9855

June 30, 2021

Community Development Department
1100 Wright Street
Marquette, Mi 49855

RECEIVED
JUL 01 2021

Marquette City
Community Development Office

RE: 04-REZ-07-21
301 W. Baraga Ave.

We are writing in opposition of the request by the Diocese of Marquette for a zoning change to the property that sits on Rock Street. Changing the zoning for Multi Family Residential opens the possibility for a Halfway House, Domestic Violence Shelter, Fraternity/Sorority House or rooming house. None of these uses, we feel, are appropriate for a neighborhood of families. Nor for a school which sits directly across the street.

There is currently a parking issue on the 300 block of Rock Street due to Father Marquette Academy. Adding residents and employees would further complicate this issue. My question being, is it required to have enough parking spaces per resident?

The address listed for this property is 301 W. Baraga which is the address for St Peter's Cathedral. This makes for a complicated situation, in our view. The building on Rock Street has no backyard. The side yard on the West is only a driveway. This does not seem to meet the zoning criteria of 30 feet backyard and 15 feet on each side yard.

We are concerned for the decline of our property values for our home which we have lived in, cared for and raised our family in for 34 years. When property values decline so do the assessed value which decreases tax revenue to the city.

If, against our concerns, this property is changed to Multi Family Residential will we have a say in what type of use it becomes? Will the building have to be updated to current code following all fire and disability requirements?

Please perform due diligence when making this decision and consider the concerns of the homeowners.

Thank you,

Robert and Lora Frak

ORDINANCE #701
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER
54 – ZONING, BY CHANGING THE ZONING DESIGNATION
OF THE PROPERTY AT 301 W. BARAGA AVE.

The City of Marquette Ordains:

SECTION 1. Zoning Designation.

The zoning of the property located at 301 W. Baraga Ave. (PIN: 0111650) is hereby changed from Medium Density Residential (MDR) to Multiple Family Residential (MFR).

SECTION 2. Map Revision.

This change shall be shown on the Marquette City Zoning Map.

SECTION 3. Effective Date.

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

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____