

City of Marquette, MI



Meeting Agenda City Commission

**Monday, September 25, 2023
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Arts and Culture Advisory Committee, by Chair Jamie Weeder

Public Hearing(s)

2. Budget and General Appropriations Act - FY 2024 - Roll Call Vote
3. Cliffs Dow Brownfield Plan Amendment - Roll Call Vote
4. Founders Landing Brownfield Plan Amendment - Roll Call Vote
5. **Consent Agenda - Roll Call Vote**
 - 5.a. Approve the minutes of the September 11, 2023 regular Commission meeting
 - 5.b. Approve the total bills payable in the amount of \$ 3,567,254.67
 - 5.c. 2023 Fire Prevention Week Proclamation
 - 5.d. Aggregate Material Purchase
 - 5.e. Application for License to Use City Property Adjacent to 209 N. Fifth Street
 - 5.f. Cogeneration Engine Replacement
 - 5.g. Downtown Development Authority Operating and Maintenance Agreement
 - 5.h. Fresh Coast Film Festival - Special Event Permit
 - 5.i. Graveraet Parent Association Non-Profit Status - Roll Call Vote
 - 5.j. Lease for Temporary Public Art Sound Light Installation
 - 5.k. Marquette Figure Skating Club - Ice Contract
 - 5.l. Marquette Junior Hockey Corporation - Concession Lease Agreement
 - 5.m. Marquette Junior Hockey Corporation - Ice Contract
 - 5.n. Request for License to Use City Property in Sands Township for Access

- 5.o. Solids Handling Project Change Order #2
- 5.p. Termination of Utility Easement - 420 N. Third Street
- 5.q. Water and Wastewater Treatment Chemicals BP23-10

New Business

- 6. Budget Adjustment - Fiscal Year End 2023
- 7. City Attorney Evaluation
- 8. City Manager Evaluation
- 9. City Hall Labor Agreement
- 10. Police Labor Agreement
- 11. Supervisors' Labor Agreement

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: 9/25/2023

Public Hearing(s)

Budget and General Appropriations Act - FY 2024 - Roll Call Vote

BACKGROUND:

The City Commission held a budget conference on August 22, 2023. Tonight, a Public Hearing is scheduled to receive public comment on the proposed Fiscal Year 2024 Budget. Following this input, the Commission should consider any changes it wishes to make to the budget.

FISCAL EFFECT:

An adopted budget is required to expend government funds.

RECOMMENDATION:

Adopt the Fiscal Year 2024 Budget and General Appropriations Act.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ FY 2024 General Appropriations Act

CITY OF MARQUETTE
GENERAL APPROPRIATIONS ACT
September 25, 2023
For the Fiscal Period Beginning October 1, 2023
and Ending September 30, 2024

WHEREAS, Public Act 621 of 1978 of the State of Michigan and Chapter 7 of the City Charter require City Commission adoption of a Budget Plan for the forthcoming Fiscal Year; and

WHEREAS, a Tentative Budget for Fiscal Year 2024 was prepared and submitted by the City Manager to the City Commission on August 22, 2023; and

WHEREAS, the City Commission has reviewed and revised the Tentative Budget through a series of work sessions, special meetings, and public hearings, and has caused the formulation of a Proposed Budget; and

WHEREAS, a Public Hearing on the Proposed Budget was duly called, publicized, and held on September 25, 2023.

NOW, THEREFORE, BE IT RESOLVED, that this Commission hereby makes and adopts the following estimates of all revenues and all expenditures of the several funds of the City for the Fiscal Year beginning October 1, 2023, and for the payment of interest and indebtedness to fall due during the year for the following functions and purposes respectively:

GENERAL FUND

Revenues:	\$25,826,920
Expenditures:	\$25,826,920

MAJOR STREET AND TRUNKLINE FUND

Revenues:	\$ 3,170,870
Expenditures:	\$ 3,170,870

LOCAL STREET FUND

Revenues:	\$ 2,802,040
Expenditures:	\$ 2,802,040

PUBLIC ART FUND

Revenues:	\$ 80,500
Expenditures:	\$ 80,500

SANITATION FUND

Revenues:	\$ 2,512,380
Expenditures:	\$ 2,512,380

BROWNFIELD FUNDS

Revenues:	\$ 8,975,190
Expenditures:	\$ 8,975,190

LOCAL DEVELOPMENT FINANCE AUTHORITY FUND

Revenues:	\$ 1,818,420
Expenditures:	\$ 1,818,420

PUBLIC EDUCATION GOVERNMENT FUND

Revenues:	\$ 21,020
Expenditures:	\$ 21,020

DRUG FORFEITURE FUND

Revenues:	\$ 93,000
Expenditures:	\$ 93,000

ROAD MAINTENANCE FUND

Revenues:	\$ 211,580
Expenditures:	\$ 211,580

ROAD SAFETY FUND

Revenues:	\$ 548,510
Expenditures:	\$ 548,510

CRIMINAL JUSTICE TRAINING FUND

Revenues:	\$ 4,030
Expenditures:	\$ 4,030

OPIOID SETTLEMENT FUND

Revenues:	\$ 10,950
Expenditures:	\$ 10,950

SENIOR SERVICES FUND

Revenues:	\$ 929,270
Expenditures:	\$ 929,270

DEBT SERVICE FUNDS

Revenues:	\$ 2,833,170
Expenditures:	\$ 2,833,170

CAPITAL IMPROVEMENT FUND

Revenues:	\$ 7,621,840
Expenditures:	\$ 7,621,840

TOURIST PARK FUND

Revenues:	\$ 974,150
Expenditures:	\$ 974,150

LIGHTHOUSE PARK FUND

Revenues:	\$ 106,800
Expenditures:	\$ 106,800

FUEL SYSTEM FUND

Revenues:	\$ 569,430
Expenditures:	\$ 569,430

STORM WATER UTILITY FUND

Revenues:	\$ 8,258,100
Expenditures:	\$ 8,258,100

MARQUETTE AREA WASTEWATER TREATMENT FACILITY FUND

Revenues:	\$ 4,775,290
Expenditures:	\$ 4,775,290

WATER FUND

Revenues:	\$ 6,826,920
Expenditures:	\$ 6,826,920

SEWER FUND

Revenues:	\$ 8,258,100
Expenditures:	\$ 8,258,100

PRESQUE ISLE MARINA FUND

Revenues:	\$ 303,400
Expenditures:	\$ 303,400

CINDER POND MARINA FUND

Revenues:	\$ 411,370
Expenditures:	\$ 411,370

LAKEVIEW ARENA FUND

Revenues:	\$ 1,175,360
Expenditures:	\$ 1,175,360

TECHNOLOGY SERVICES FUND

Revenues:	\$ 1,201,900
Expenditures:	\$ 1,201,900

MUNICIPAL SERVICE CENTER FUND

Revenues:	\$ 1,480,330
Expenditures:	\$ 1,480,330

MOTOR VEHICLE EQUIPMENT FUND

Revenues:	\$ 3,345,220
Expenditures:	\$ 3,345,220

ENERGY ENHANCEMENTS FUND

Revenues:	\$ 1,982,290
Expenditures:	\$ 1,982,290

PETER WHITE PUBLIC LIBRARY

Revenues:	\$ 2,167,660
Expenditures:	\$ 2,167,660

DOWNTOWN DEVELOPMENT AUTHORITY

Revenues:	\$ 1,881,775
Expenditures:	\$ 1,881,775

BE IT FURTHER RESOLVED, that this Commission has estimated the revenue which will be forthcoming during Fiscal Year 2024 and has determined the amount necessary to balance the General Fund Budget to be the sum of \$11,759,190; and has determined the amount necessary to balance the Peter White Public Library Budget to be the sum of \$1,018,860; and has determined the amount necessary to balance the Senior Services Fund Budget to be the sum of \$239,020; and

BE IT FURTHER RESOLVED, that in accordance with the Public Notification provisions of Act 5 of 1982 of the State of Michigan, the sum of \$11,759,190 is hereby fixed as the amount to be raised by Real and Personal Taxes for the 2024 Fiscal Year for the General Fund (a millage rate of 17.5604 mills); the sum of \$227,600 is hereby fixed as the amount to be raised by Real and Personal Taxes for the 2024 Fiscal Year for the 2017 Library Improvement Debt Fund (a millage rate of 0.2975 mills); the sum of \$1,018,860 is hereby fixed as the amount to be raised by Real and Personal Property Taxes for the 2024 Fiscal Year for the Peter White Public Library (a millage rate of 1.4714 mills); the sum of \$239,020 is hereby fixed as the amount to be raised by Real and Personal Property Taxes for the 2024 Fiscal Year for the Senior Services Fund (a millage rate of 0.3453 mills); and the sum of \$39,871 is hereby fixed as the amount to be raised from an operational millage for the 2023 Fiscal Year for the Downtown Development Authority (a millage of 1.8558 mills); and

BE IT FURTHER RESOLVED that all transfers between appropriations to the various functions may be made only by further action of the Commission, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

Cody O. Mayer, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Public Hearing(s)

Cliffs Dow Brownfield Plan Amendment - Roll Call Vote

BACKGROUND:

A Brownfield Plan Amendment is being proposed to provide for continued Brownfield TIF capture for assessment and remediation activities at the Cliffs Dow property. A public hearing must be established and held by the City Commission for the approval of the Brownfield Plan Amendment.

A Brownfield Plan for the original Iron Bay Business Park (Community Bio Resource) was approved in 1999, an amended Brownfield Plan for the overall Cliffs Dow property was approved in 2010 to add Eligible Property and Eligible Activities, and this proposed Amended Brownfield Plan for Cliffs Dow will provide for additional Eligible Activities and continued tax capture.

The Brownfield Plan was presented to and approved by the Marquette Brownfield Redevelopment Authority at their August 17, 2023 meeting.

This public hearing was scheduled at the September 11, 2023 City Commission meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the Cliffs Dow Brownfield Plan Amendment, and authorize the Mayor and City Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Brownfield Plan Amendment
- ▣ Resolution



ACT 381 BROWNFIELD PLAN AMENDMENT

**Cliffs-Dow
City of Marquette, Marquette County, Michigan**

August 2023

Prepared by:

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Mac Consulting Service LLC
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231.633.6303**

**Approved by Marquette Brownfield
Redevelopment Authority: August 17, 2023**

Public Hearing: September 25, 2023

**Approved by Marquette
City Commission: September 25, 2023**

**Brownfield Plan Amendment
Cliffs Dow
City of Marquette, Marquette County, Michigan**

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ATTACHMENTS

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Project Summary

A third amendment to the Cliffs Dow (Iron Bay Business Park) is being proposed to continue to finance assessment and remediation of the former Cliffs-Dow property. Additional Eligible Activities are anticipated and the Brownfield Plan must be amended to include these future activities and continue use of City of Marquette Brownfield Redevelopment Authority (MBRA) Brownfield Tax Increment Financing (TIF) revenues and the Local Brownfield Revolving Fund (LBRF) to finance due care and additional response activities. Brownfield TIF and LBRF revenues may be used for Eligible Activities on Eligible Property, as defined by Act 381, PA 1996 as amended.

Due care and additional response activities are Eligible Activities under Act 381. In order for the Cliffs-Dow property to be Eligible Property, the property must be a Part 201 Facility, functionally obsolete, or blighted as defined in Act 381, and a Brownfield Plan must be approved by the MBRA and the Marquette City Commission. An environmental investigation conducted in Fall 2009 identified the presence of Volatile Organic Compounds (VOCs) in soils and VOCs and Polynuclear Aromatic compounds (PNAs) in groundwater in excess of Michigan Department of Natural Resources and the Environment (MDEQ) Generic Residential Cleanup Criteria (GRCC). As a result, the property is classified as a Part 201 Facility, under Act 451, PA 1994 as amended.

A Brownfield Plan for the original Iron Bay Business Park (Community Bio Resource) was approved in 1999, an amended Brownfield Plan for the overall Cliffs Dow property was approved in 2010 to add Eligible Property and Eligible Activities, and this proposed Amended Brownfield Plan for Cliffs Dow will provide for additional Eligible Activities and continued tax capture.

Project Name:	Cliffs-Dow		
Project Location:	The Eligible Property is located in the northern portion of the Marquette, Michigan, along N. Lakeshore Drive, north of the NMU Superior Dome with parcels 0510990, 0510991, 0510993, 0510994 and 0510995		
Type of Eligible Property:	Part 201 Facility		
Eligible Activities:	Due Care Investigation, Plans, and Activities, Additional Response Activities		
Eligible Activity Costs:	<i>Total of up to \$2,405,540</i>		
Years to Complete	<i>30 years</i>	Estimated Investment:	\$3,500,000
Eligible Activities Payback:		Estimated Annual Tax Revenue in First Year After Brownfield Obligation:	\$69,110

BROWNFIELD PLAN AMENDMENT

CLIFFS-DOW
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

1.0 INTRODUCTION

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax reverted, blighted, functionally obsolete, historically designated or housing property through incentives adopted as part of a Brownfield Plan. The Brownfield Plan outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan must be approved by the brownfield redevelopment authority established under Act 381 and the governing body of the authority's municipality in order to take effect. The Michigan Department of Environment, Great Lakes and Energy (EGLE) must approve the Environmental ("Department Specific") Eligible Activities, with the exception of Baseline Environmental Assessment activities and Due Care Investigation and Planning; the Michigan Strategic Fund (MSF) must approve Non-Environmental Eligible Activities, and the Michigan State Housing Development Authority (MSHDA) must approve Housing Development Eligible Activities if state taxes are to be captured. The City of Marquette established the City of Marquette Brownfield Redevelopment Authority under the procedures required under Act 381 and filed with the Secretary of State on January 28, 1998.

This Brownfield Plan Amendment is for Cliffs-Dow in Marquette, Marquette County, Michigan, consistent with Act 381. The original Brownfield Plan entitled "Iron Bay Business Park" was approved by Marquette Brownfield Redevelopment Authority and the Marquette City Commission in 1999. The original Brownfield Plan, The intent of the original Brownfield Plan appeared to include the full Cliffs-Dow property (minus the NMU property); however, the legal description in the Appendix only described the 2.13 acres that was the Community Bio-Resources parcel. The original Brownfield Plan was approved by Marquette Brownfield Redevelopment Authority and the Marquette City Commission in June 2000. An amendment to the original Brownfield Plan to add the balance of the Cliffs-Dow property as Eligible Property, add Eligible Activities and provide for the use of Brownfield Tax Increment Financing (TIF) revenues and Local Brownfield Revolving Fund (LBRF) revenues to be allocated to the property was approved by the MBRA and Marquette City Commission in May 2010. This Brownfield Plan Amendment provides for additional Environmental Eligible Activities to be financed by Brownfield TIF revenues and the MBRA LBRF.

As part of the original acquisition, the City accepted responsibility for compliance with all environmental and all other requirements of federal, state, and local laws and regulations pertaining to the property. Over the last 20+ years, the City has been working with State regulatory agencies to address the environmental conditions of the site. Up to this point, all Brownfield TIF revenues have been local taxes only due to a perceived limitation of State tax capture to benefit liable parties. However, after additional review, there appears to be an opportunity for State tax capture, based on the literal interpretation of Section 13b(10) that states *“An Authority shall not use taxes levied for school operating purposes captured from eligible property for response activities that benefit a party responsible for an activity causing a release under Section 20126 or 21323a of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20126 and 324.21323a... (emphasis added).* While the City did accept responsibility for the environmental condition of the Eligible Property, clearly the City was not the party responsible for an activity causing a release. As such, the MBRA will pursue State tax capture through the approval of an Act 381 Work Plan for Environmental Eligible Activities from the Michigan Department of Environment, Great Lakes and Energy (EGLE).

The Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

A portion for the Cliffs Dow property was acquired for the development of Bio-Life Plasma Services in June 1998 that was the subject of the original Brownfield Plan. Bio-Life Plasma Services is an industry leader in the collection of high-quality plasma that is processed into life-saving plasma-based therapies. The estimated private investment was \$3.5 million and provides 10 FTE jobs. A second parcel directly south as recently been sold is being developed for residential housing. The balance of the Cliffs Dow property is proposed for future redevelopment. The Cliffs Dow property is located in the City of Marquette, a Qualified Local Governmental Unit (QLGU).

1.2 Eligible Property Information

The Eligible Property includes five original parcels, as described below:

Property Name	Parcel	Description	Acreage	Qualifying Status
City Property	510990	SEC 11 T48N R25W (32.5 A M/L) PRT OF GL6 & GL7 COM AT 1/4 COR COM TO SEC 14 & 11; TH S89DEG22'21"E ALG S LN OF SD SEC 11 485.56'; TH N00DEG37'39"E 60' TO PT ON N R/W OF WRIGHT ST AND POB; TH N17DEG53'40"W 570'; TH S41DEG48'33"W 330' TO PT ON E'LY R/W OF FORMER RR R/W; TH ALG SD FORMER R/W N04DEG42'38"W 475.03'; TH N00DEG05'31"E ALG SD FORMER R/W 1091.10'; TH S89DEG54'29"E 315.69'; TH N07DEG24'42"W 303.35'; TH N04DEG10'15"W 112.05'; TH N01DEG48'09"W 238.35'; TH N89DEG56'06"E 149.63' TO W'LY R/W OF LAKESHORE BLVD; TH S10DEG07'03"E ALG SD R/W 630.86'; TH S21DEG16'55"E ALG SD R/W 1123.40'; TH S24DEG10'47"E ALG SD R/W 1095.47'; TH S13DEG05'47"E ALG SD R/W 94.76'; TH S07DEG16'40"E ALG SD R/W 113.79'; TH S00DEG17'33"E ALG SD R/W 100.76' TO N'LY R/W OF WRIGHT ST; TH N55DEG54'32"W 200.95'; TH N25DEG13'27"W 85.19'; TH N51DEG26'56"W 428.64'; TH N89DEG22'21"W 443.90' TO POB, EXC PARCEL #0510994. (2009 SPLIT TO 0510995)	32.50	Part 201 Facility
Bio-Life	510991	SEC 11 T48N R25W (92,858.67 SF / 2.1317 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC 11 COMM AT THE S 1/4 COR OF SD SEC 11; TH S89DEG22'21"E 173.71' ALG THE S LINE OF SD SEC 11 TO THE E'LY R/W LN OF THE LS&I RR R/W; TH N08DEG22'28"W 835.36'; TH N00DEG05'31"E 1,391.10' ALG SD R/W TO THE POB; TH N00DEG05'31"E 330.00'; TH N00DEG18'06"W 20.00' TO THE S'LY R/W OF HAWLEY ST; TH N89DEG56'06"E 260.00' ALG SD R/W; TH S01DEG48'09"E 238.35'; TH S04DEG10'15"E 112.05'; TH S89DEG56'06"W 276.07' TO THE POB.	2.1317	Part 201 Facility
Kinsey, LLC	510993	SEC. 11 T48N R25W (88,250 SF / 2.0259 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC DESC AS COMM AT THE S 1/4 COR; TH S89DEG22'21"E ALG THE S LINE OF SEC 11, 173.71' TO THE E'LY R/W OF THE FORMER LS&I RR R/W; TH NE'LY ALG SAID FORMER R/W N08DEG22'28"W 835.36' TO THE POINT OF TANGENCY; TH N00DEG05'31"E ALG SAID R/W 1,091.10' TO THE POB; TH N00DEG05'31"E ALG SAID R/W 300'; TH N89DEG56'06"E 276.07'; TH S'LY S07DEG24'42"E 303.35'; TH N89DEG54'29"W 315.69' TO THE POB.	2.0259	Part 201 Facility
City Property 2	510994	SEC 11 T48N R25W (263,665 SF / 6.0529 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC COMM AT THE S 1/4 COR OF SD SEC; TH S89DEG22'21"E 173.71' ALG THE S LINE OF SD SEC TO THE E'LY R/W OF THE FORMER LS & I RR R/W; TH 838.41' ALG THE E'LY R/W ON A NON-TANGENT CURVE TO THE RT HAVING A RADIUS OF 2,836.94', A CENTRAL ANGLE OF 16DEG55'58", AND A CHORD BEARING N08DEG22'28"W 835.36' TO THE PT OF TANGENCY; TH N00DEG05'31"E 411.10' ALG SD R/W TO THE POB.; TH N00DEG05'31"E ALG SD R/W 680'; TH S89DEG54'29"E 315.69'; TH S'LY 175.02' ALG A CURVE TO THE LFT, SAID CURVE HAVING A RADIUS OF 3,677.47' AND A CENTRAL ANGLE OF 02DEG43'36" TO A PT OF TANGENCY, THE CHORD OF WHICH BEARS S11DEG08'20"E 175'; TH S12DEG30'09"E 520.88'; TH N89DEG54'29"W 463.35' TO THE POB.	6.0529	Part 201 Facility
City Property 3	510995	SEC 11 T48N R25W 3 A M/L PRT OF GL7 COM AT S 1/4 COR OF SD SEC; TH S89DEG22'21"E 155.56'; TH N00DEG37'39"E 60' TO POB; TH N12DEG32'38"W 300'; TH N41DEG48'33"E 330'; TH S17DEG53'40"E 570'; TH N89DEG22'21"W 330' TO POB. (2009 SPLIT FROM 0510990)	3.00	Part 201 Facility
			45.7105	

The City of Marquette acquired the Cliffs-Dow property in October 1997 from Marquette Properties II, LLC. While the City was not the party responsible for an activity causing a release under Section 20126 of PA 451, 1994, as part of that agreement, the City agreed to address all environmental responsibilities on the property. The purpose of this Amended Brownfield Plan is to include additional Eligible Activities and continue the use of Brownfield TIF and LBRF revenues to address environmental responsibilities on the property to protect public health, safety and welfare and the environment.

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 Description of Project and Plan Costs *MCL 125.2663(2)(a):*

Additional quarterly groundwater monitoring is anticipated to provide the necessary data to evaluate the effect of seasonal groundwater flow patterns on the contaminant concentrations and also information useful in evaluating the feasibility of environmental response alternatives for the former Cliffs-Dow Plant site. In addition, there also may be additional response activities, including additional site investigation and potential remediation. The City of Marquette has received a \$964,250 EPA Brownfield Cleanup Grant to implement an In-Situ Chemical Oxidation (ISCO) system. The ISCO process injects chemical oxidants below the ground into soil and groundwater that chemically converts hazardous compounds to nonhazardous or less toxic compounds that are more stable, less mobile, or inert. Advantages of ISCO include the ability to rapidly treat impacts in-situ without the need to bring impacted media to ground surface for treatment. Brownfield TIF funds will be used to continue groundwater monitoring and support the ISCO system.

Environmental Eligible Activities include:

- Conducting Additional Response Eligible Activities including:
 - groundwater monitoring and evaluation
 - work plan development and approval
 - mitigation of exposure pathways
 - potential remediation of contaminated soil and groundwater

Other Eligible Activities include:

- Brownfield Plan development and approval

The maximum Eligible Activity costs are estimated at \$2,405,540.

Additional detail is provided in Table 1.1: Environmental Eligible Activities.

The cost of Eligible Activities included in and authorized by this Brownfield Plan will be reimbursed with incremental applicable local and state tax revenue generated by the increased private investment on the Eligible Property and captured by the MBRA, subject to any limitation and conditions described in this Brownfield Plan, Act 381 Work Plan and the terms of a Reimbursement Agreement between the Developer, the MBRA, and the City of Marquette. State tax capture requires approval of an Act 381 Work Plan by the Michigan Department of Environment, Great Lakes and Energy (EGLE) for Environmental Eligible Activities and the Michigan Strategic Fund (MSF) for Non-Environmental Eligible Activities, with exemptions for certain Eligible Activities, including Baseline Environmental Assessment and Due Care Investigation and Planning Activities.

The Eligible Activity costs included in this Brownfield Plan are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Eligible Property or other circumstances. Reimbursement will be based on the actual cost of Eligible Activities approved under this Brownfield Plan and an Act 381 Work Plan from Brownfield Tax Increment Financing (TIF) revenues captured by the Authority and shall be governed by the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). This Brownfield Plan and the Reimbursement Agreement establish the maximum Eligible Activity cost. Line-item Eligible Activity may be adjusted after the adoption of this Brownfield Plan with the approval of the Authority, as long as the total maximum Eligible Activity cost is not exceeded.

2.2 Summary of Eligible Activities *MCL 125.2663(2)(b):*

Act 381 provides for the costs of certain Environmental Eligible Activities to be reimbursed through tax increment financing. The following is a summary of Environmental Eligible Activities.

EGLE Eligible Activities

1. Additional Response Activities: The work scope is to conduct groundwater monitoring and evaluation, prepare an investigative Work Plan, and potentially remediate soil and groundwater.
 - A. Groundwater Monitoring: Conduct additional groundwater monitoring and evaluation to determine the effect of seasonal groundwater flow patterns on the contaminant concentrations and also information useful in evaluating the feasibility of environmental response alternatives for the former Cliffs-Dow Plant site.

- B. Work Plan: Develop an investigative Work Plan to evaluate the existence of potential contamination source(s) at deeper aquifer intervals.
- C. Additional Investigation: Conduct the investigation outlined in the Work Plan
- D. Remediation: If the monitoring and investigation identify the need for source removal or other remediation, conduct the remediation in accordance with the Work Plan and EGLE requirements.

Other Activities

Brownfield Plan and Work Plan Preparation: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities.

Brownfield Plan and Work Plan Implementation: The implementation of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities.

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the City of Marquette Brownfield Redevelopment Authority (MBRA) is included as Eligible Activities as a Local Only Cost.

The following table estimate the costs for Environmental Eligible Activities to be funded by tax increment revenues.

Estimated Cost of EGLE Eligible Environmental Activities

EGLE Environmental Eligible Activities	Estimated Cost
Additional Response Activities	\$2,399,540
Work Plan Development and Review Cost	\$6,000
EGLE Environmental Eligible Activities Total	\$2,405,540

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues *MCL 125.2663(2)(c):*

Act 381 defines Initial Taxable Value as taxable value of an Eligible Property identified in and subject to a Brownfield Plan at the time the resolution adding that Eligible Property in the Brownfield Plan is adopted, as shown either by the most recent assessment roll for which equalization has been completed at the time the resolution is adopted or, if provided by the Brownfield Plan, by the next assessment roll for which equalization will be completed following the date the resolution adding that eligible property in the Brownfield Plan is adopted.

The initial taxable value for the Community Bio-Resources parcel was set as of December 31, 1999 at \$50,000, which was the most recent assessment roll for which equalization has been completed at the time of the approval date of original Brownfield Plan in June 2000. The initial taxable value for the balance of the Cliffs-Dow property was set as of December 31, 2008 at \$0 as of the approval date of the Brownfield Plan Amendment which added these parcels, May 10, 2009.

The total Eligible Activity cost under the Cliffs Dow Brownfield Plan is \$2,395,540 for EGLE Environmental Eligible Activities. The Brownfield Plan also includes \$10,000 in Work Plan Development, Approval and Implementation, bringing the Maximum Eligible Activity Cost to \$2,405,540. The Brownfield Plan also provides for deposits into the Local Brownfield Revolving Fund (LBRF) during the period of capture if additional revenues are available, with State tax capture limited to an amount equal to State tax capture for EGLE Environmental Eligible Activities. The investment for the Community Bio-Resource project is estimated at \$2.5 million and for the residential project at \$5 million.

Table 2.1 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property and Table 2.2 identifies the reimbursement of Eligible Activities through Brownfield TIF. The tables include the taxable values for the property from the beginning of the Brownfield Plan through 2022 and estimates the Brownfield TIF revenues, since the millages and rates have changed over this period. Taxable value and Brownfield TIF revenues are estimated from 2023 through the 30-year capture period.

The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is detailed in Table 2.

2.4 Method of Financing and Description of Advances Made by the Municipality MCL 125.2663(2)(d):

Eligible Activities, including additional response activities will be financed by the City of Marquette Brownfield Redevelopment Authority through Brownfield TIF revenues and the Local Brownfield Revolving Fund (LBRF).

2.5 Maximum Amount of Note or Bond Indebtedness MCL 125.2663(2)(e):

The maximum amount of indebtedness will be \$2,405,540.

2.6 Beginning Date and Duration of Capture

MCL 125.2663(2)(f):

The beginning date of capture was 2003, the first year tax increment revenues reimbursed Eligible Activities. The duration of Brownfield Plan capture will be the 30-year maximum capture period, from 2003 to 2032.

2.7 Estimated Impact of Tax Increment Financing on Tax Revenues of Taxing Jurisdictions ***MCL 125.2663(2)(g):***

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. Table 3 presents the allocation of tax capture and the total tax increment for the 30-year duration of the Brownfield Plan. The taxing jurisdictions will receive their tax allocation for the Eligible Property once the Brownfield Plan capture period ends.

The total tax capture is estimated at \$2,405,540. After the brownfield obligation is met, tax revenues will accrue to the taxing jurisdictions in an amount estimated at over \$260,000 per year on into the future.

2.8 Legal Description, Location, and Determination of Eligibility

MCL 125.2663(2)(h):

Legal Description: The legal description of the Eligible Property follows:

Property Name	Parcel	Description	Acreage	Qualifying Status
City Property	510990	SEC 11 T48N R25W (32.5 A M/L) PRT OF GL6 & GL7 COM AT 1/4 COR COM TO SEC 14 & 11; TH S89DEG22'21"E ALG S LN OF SD SEC 11 485.56'; TH N00DEG37'39"E 60' TO PT ON N R/W OF WRIGHT ST AND POB; TH N17DEG53'40"W 570'; TH S41DEG48'33"W 330' TO PT ON E'LY R/W OF FORMER RR R/W; TH ALG SD FORMER R/W N04DEG42'38"W 475.03'; TH N00DEG05'31"E ALG SD FORMER R/W 1091.10'; TH S89DEG54'29"E 315.69'; TH N07DEG24'42"W 303.35'; TH N04DEG10'15"W 112.05'; TH N01DEG48'09"W 238.35'; TH N89DEG56'06"E 149.63' TO W'LY R/W OF LAKESHORE BLVD; TH S10DEG07'03"E ALG SD R/W 630.86'; TH S21DEG16'55"E ALG SD R/W 1123.40'; TH S24DEG10'47"E ALG SD R/W 1095.47'; TH S13DEG05'47"E ALG SD R/W 94.76'; TH S07DEG16'40"E ALG SD R/W 113.79'; TH S00DEG17'33"E ALG SD R/W 100.76' TO N'LY R/W OF WRIGHT ST; TH N55DEG54'32"W 200.95'; TH N25DEG13'27"W 85.19'; TH N51DEG26'56"W 428.64'; TH N89DEG22'21"W 443.90' TO POB, EXC PARCEL #0510994. (2009 SPLIT TO 0510995)	32.50	Part 201 Facility
Bio-Life	510991	SEC 11 T48N R25W (92,858.67 SF / 2.1317 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC 11 COMM AT THE S 1/4 COR OF SD SEC 11; TH S89DEG22'21"E 173.71' ALG THE S LINE OF SD SEC 11 TO THE E'LY R/W LN OF THE LS&I RR R/W; TH N08DEG22'28"W 835.36'; TH N00DEG05'31"E 1,391.10' ALG SD R/W TO THE POB; TH N00DEG05'31"E 330.00'; TH N00DEG18'06"W 20.00' TO THE S'LY R/W OF HAWLEY ST; TH N89DEG56'06"E 260.00' ALG SD R/W; TH S01DEG48'09"E 238.35'; TH S04DEG10'15"E 112.05'; TH S89DEG56'06"W 276.07' TO THE POB.	2.1317	Part 201 Facility

Kinsey, LLC	510993	SEC. 11 T48N R25W (88,250 SF / 2.0259 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC DESC AS COMM AT THE S 1/4 COR; TH S89DEG22'21"E ALG THE S LINE OF SEC 11, 173.71' TO THE E'LY R/W OF THE FORMER LS&I RR R/W; TH NE'LY ALG SAID FORMER R/W N08DEG22'28"W 835.36' TO THE POINT OF TANGENCY; TH N00DEG05'31"E ALG SAID R/W 1,091.10' TO THE POB; TH N00DEG05'31"E ALG SAID R/W 300'; TH N89DEG56'06"E 276.07'; TH S'LY S07DEG24'42"E 303.35'; TH N89DEG54'29"W 315.69' TO THE POB.	2.0259	Part 201 Facility
City Property 2	510994	SEC 11 T48N R25W (263,665 SF / 6.0529 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC COMM AT THE S 1/4 COR OF SD SEC; TH S89DEG22'21"E 173.71' ALG THE S LINE OF SD SEC TO THE E'LY R/W OF THE FORMER LS & I RR R/W; TH 838.41' ALG THE E'LY R/W ON A NON-TANGENT CURVE TO THE RT HAVING A RADIUS OF 2,836.94', A CENTRAL ANGLE OF 16DEG55'58", AND A CHORD BEARING N08DEG22'28"W 835.36' TO THE PT OF TANGENCY; TH N00DEG05'31"E 411.10' ALG SD R/W TO THE POB.; TH N00DEG05'31"E ALG SD R/W 680'; TH S89DEG54'29"E 315.69'; TH S'LY 175.02' ALG A CURVE TO THE LFT, SAID CURVE HAVING A RADIUS OF 3,677.47' AND A CENTRAL ANGLE OF 02DEG43'36" TO A PT OF TANGENCY, THE CHORD OF WHICH BEARS S11DEG08'20"E 175'; TH S12DEG30'09"E 520.88'; TH N89DEG54'29"W 463.35' TO THE POB.	6.0529	Part 201 Facility
City Property 3	510995	SEC 11 T48N R25W 3 A M/L PRT OF GL7 COM AT S 1/4 COR OF SD SEC; TH S89DEG22'21"E 155.56'; TH N00DEG37'39"E 60' TO POB; TH N12DEG32'38"W 300'; TH N41DEG48'33"E 330'; TH S17DEG53'40"E 570'; TH N89DEG22'21"W 330' TO POB. (2009 SPLIT FROM 0510990)	3.00	Part 201 Facility

45.7105

Location: The property is generally bounded by Hawley Street to the north, N. Lakeshore Drive and Lake Superior to the east, Northern Michigan University athletic fields and the Superior Dome to the south, residences and apartments fronting Presque Isle Avenue to the west. Figure 1 depicts the location of the Eligible Property and Figure 2 depicts the Eligible Property boundaries.

Eligibility Determination: An environmental investigation conducted in Fall 2009 identified the presence of Volatile Organic Compounds (VOCs) in soils and VOCs and Polynuclear Aromatic compounds (PNAs) in groundwater in excess of Michigan Department of Environment, Great Lakes and Environment (EGLE) Generic Residential Cleanup Criteria (GRCC). Subsequent investigations have confirmed the presence of constituents in soil and groundwater in excess of EGLE GRCC. The site is characterized as a Part 201 Facility, under Michigan's Natural Resources and Environmental Protection Act (NREPA), Act 451, PA 1994 as amended.

Personal Property: Personal Property is included as part of the Eligible Property.

2.9 Estimate of Number of Persons Residing on Eligible Property ***MCL 125.2663(2)(i):***

There are currently no residential dwellings or residences that occupy the Eligible Property.

2.10 Plan for Residential Relocation ***MCL 125.2663(2)(j):***

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

2.11 Provision of Costs of Relocation ***MCL 125.2663(2)(k):***

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

2.12 Strategy to Comply with Relocation Assistance Act, 1972 PA 227 ***MCL 125.2663(2)(l):***

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

2.13 Other Material Required by the Authority or Governing Body ***MCL 125.2663(2)(m):***

None

EXHIBITS

FIGURES

Figure 1 Eligible Property Location Map

Figure 2.1 Eligible Property Boundaries

Figure 2.2 Eligible Property Parcel Map

TABLES

Table 1.1 Environmental Eligible Activities Costs and Schedule

Table 2.1 – Annual Revenue and Brownfield Capture Estimates

Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table

Table 3. Impact on Tax Jurisdictions

ATTACHMENTS

Attachment A – Brownfield Plan Resolutions

FIGURES

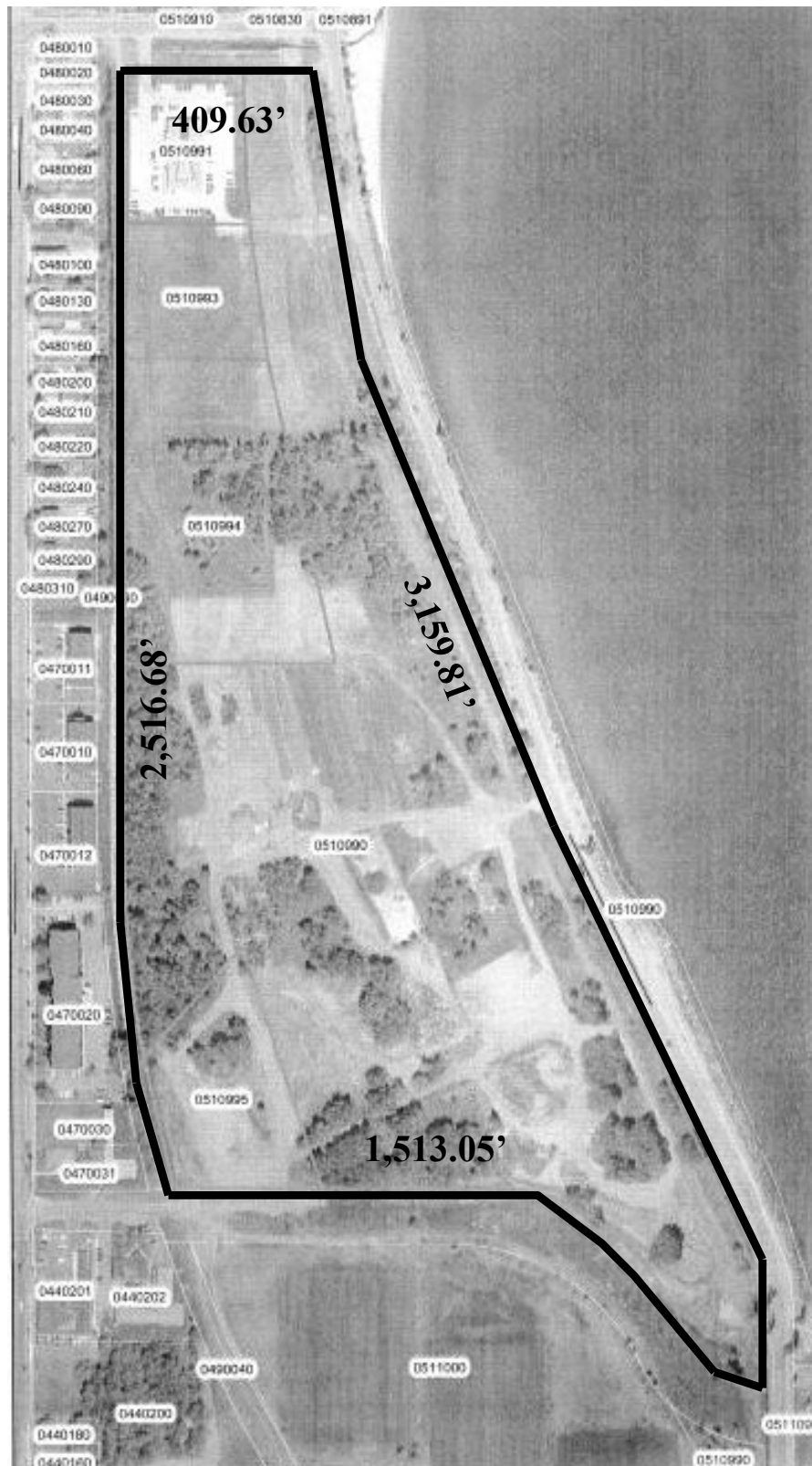
Figure 1 – Eligible Property Location Map

Figure 2.1 Eligible Property Boundary Map

Figure 2.2 Eligible Property Parcel Map



Cliffs Dow 2023 Brownfield Plan Amendment	Figure 1 -- Eligible Property Location Map
City of Marquette Brownfield Redevelopment Authority City of Marquette	Source: NOAA Date: August 2023



Cliffs Dow 2023 Brownfield Plan Amendment	Figure 2.1 -- Eligible Property Boundary Map
City of Marquette Brownfield Redevelopment Authority City of Marquette	Source: City of Marquette
	Date: August 2023



Cliffs Dow 2023 Brownfield Plan Amendment	Figure 2.2 -- Eligible Property Parcel Map
City of Marquette Brownfield Redevelopment Authority City of Marquette	Source: City of Marquette Date: August 2023

TABLES

Table 1.1 Environmental Eligible Activities

Table 2.1 Annual Revenue and Brownfield Capture Estimates

Table 2.2 Tax Increment Revenue Reimbursement Allocation Table

Table 1.1 EGLE Eligible Activities Costs and Schedule Cliffs Dow City of Marquette Brownfield Redevelopment Authority	
EGLE Eligible Activities	Cost
Department Specific Activities	
<i>Additional Response Activities</i>	
<i>Supplemental Investigation</i>	\$845,540
<i>Other Response Activities</i>	\$1,550,000
<i>Stormwater Management Activities</i>	
<i>Subtotal</i>	\$2,395,540
Contingency (15%)	
EGLE Eligible Activities Subtotal	\$2,395,540
Interest (5% for 15 Years)	
EGLE Eligible Activities Total Costs	\$2,395,540
Brownfield Plan/Act 381 Work Plan Preparation	\$6,000
Brownfield Plan/Act 381 Work Plan Implementation	\$4,000
EGLE Eligible Activities Total Costs	\$2,405,540
MBRA Administrative and Operating Costs	\$35,000

Table 2.1 - Annual Revenue and Brownfield Capture Estimates
Cliffs Dow Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Estimated Taxable Value (TV) Increase Rate: 1.50%																			
Plan Year		2000	2001	2002	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Revenue Year		2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
*Base Taxable Value		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Annual Value Additions				\$ -	\$ -														
Cumulative Value Additions				\$ -	\$ -														
Estimated New TV		\$ 50,000	\$ 50,000	\$ 719,100	\$ 700,730	\$ 823,216	\$ 810,382	\$ 813,129	\$ 815,872	\$ 824,335	\$ 1,532,920	\$ 1,509,064	\$ 1,535,184	\$ 1,566,481	\$ 1,598,930	\$ 1,782,888	\$ 2,341,063	\$ 1,451,767	\$ 1,412,483
Incremental Difference (New TV - Base TV)				\$ 669,100	\$ 650,730	\$ 773,216	\$ 760,382	\$ 763,129	\$ 765,872	\$ 774,335	\$ 1,482,920	\$ 1,459,064	\$ 1,485,184	\$ 1,516,481	\$ 1,548,930	\$ 1,732,888	\$ 2,291,063	\$ 1,401,767	\$ 1,362,483
Total School Revenue	Millage Rate																		
	43.47% 24.0000	\$ 1,200	\$ 1,200	\$ 16,267	\$ 15,444	\$ 18,545	\$ 19,865	\$ 20,009	\$ 19,891	\$ 19,066	\$ 35,268	\$ 34,776	\$ 35,374	\$ 36,009	\$ 36,391	\$ 40,415	\$ 49,699	\$ 33,572	\$ 28,221
Total Local Revenue	Millage Rate																		
	56.53% 31.2105	\$ 1,561	\$ 1,561	\$ 21,155	\$ 20,084	\$ 24,116	\$ 25,833	\$ 26,020	\$ 25,867	\$ 24,794	\$ 45,864	\$ 45,224	\$ 46,001	\$ 46,827	\$ 47,325	\$ 52,557	\$ 64,631	\$ 43,658	\$ 36,700
Total Revenue	Millage Rate																		
	55.2105	\$ 2,761	\$ 2,761	\$ 37,422	\$ 35,529	\$ 42,661	\$ 45,698	\$ 46,029	\$ 45,759	\$ 43,860	\$ 81,132	\$ 80,001	\$ 81,375	\$ 82,836	\$ 83,716	\$ 92,972	\$ 114,330	\$ 77,230	\$ 64,921
State Revenue	Millage Rate	44.24%																	
State Education Tax (SET)	6.0000	\$ -																	
School Operating Tax	18.0000	\$ -																	
School Total	24.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Revenue	Millage Rate	55.76%																	
City Operating	58.04% 17.5604	\$ -	\$ -	\$ 9,661	\$ 9,991	\$ 9,669	\$ 11,816	\$ 11,995	\$ 11,941	\$ 12,002	\$ 23,007	\$ 22,852	\$ 23,429	\$ 21,953	\$ 24,353	\$ 24,483	\$ 35,463	\$ 21,696	\$ 21,088
Senior	1.16% 0.3496	\$ -	\$ -	\$ 192	\$ 199	\$ 193	\$ 235	\$ 239	\$ 238	\$ 239	\$ 458	\$ 455	\$ 466	\$ 437	\$ 485	\$ 487	\$ 706	\$ 432	\$ 420
County Allocated	17.50% 5.2938	\$ -	\$ -	\$ 2,913	\$ 3,012	\$ 2,915	\$ 3,562	\$ 3,616	\$ 3,600	\$ 3,618	\$ 6,936	\$ 6,889	\$ 7,063	\$ 6,618	\$ 7,341	\$ 7,381	\$ 10,691	\$ 6,541	\$ 6,357
Transit	1.98% 0.6000	\$ -	\$ -	\$ 330	\$ 341	\$ 330	\$ 404	\$ 410	\$ 408	\$ 410	\$ 786	\$ 781	\$ 801	\$ 750	\$ 832	\$ 837	\$ 1,212	\$ 741	\$ 721
Aging	1.48% 0.4474	\$ -	\$ -	\$ 246	\$ 255	\$ 246	\$ 301	\$ 306	\$ 304	\$ 306	\$ 586	\$ 582	\$ 597	\$ 559	\$ 620	\$ 624	\$ 904	\$ 553	\$ 537
MOE	1.82% 0.5500	\$ -	\$ -	\$ 303	\$ 313	\$ 303	\$ 370	\$ 376	\$ 374	\$ 376	\$ 721	\$ 716	\$ 734	\$ 688	\$ 763	\$ 767	\$ 1,111	\$ 680	\$ 660
Dispatch	1.64% 0.4970	\$ -	\$ -	\$ 273	\$ 283	\$ 274	\$ 334	\$ 339	\$ 338	\$ 340	\$ 651	\$ 647	\$ 663	\$ 621	\$ 689	\$ 693	\$ 1,004	\$ 614	\$ 597
Rescue	0.50% 0.1525	\$ -	\$ -	\$ 84	\$ 87	\$ 84	\$ 103	\$ 104	\$ 104	\$ 104	\$ 200	\$ 198	\$ 203	\$ 191	\$ 211	\$ 213	\$ 308	\$ 188	\$ 183
Veterans	0.26% 0.0800	\$ -	\$ -	\$ 44	\$ 46	\$ 44	\$ 54	\$ 55	\$ 54	\$ 55	\$ 105	\$ 104	\$ 107	\$ 100	\$ 111	\$ 112	\$ 162	\$ 99	\$ 96
Heritage Trail	0.66% 0.2000	\$ -	\$ -	\$ 110	\$ 114	\$ 110	\$ 135	\$ 137	\$ 136	\$ 137	\$ 262	\$ 260	\$ 267	\$ 250	\$ 277	\$ 279	\$ 404	\$ 247	\$ 240
Library	4.52% 1.3685	\$ -	\$ -	\$ 753	\$ 779	\$ 754	\$ 921	\$ 935	\$ 931	\$ 935	\$ 1,793	\$ 1,781	\$ 1,826	\$ 1,711	\$ 1,898	\$ 1,908	\$ 2,764	\$ 1,691	\$ 1,643
ISD	7.29% 2.2048	\$ -	\$ -	\$ 1,213	\$ 1,254	\$ 1,214	\$ 1,484	\$ 1,506	\$ 1,499	\$ 1,507	\$ 2,889	\$ 2,869	\$ 2,942	\$ 2,756	\$ 3,058	\$ 3,074	\$ 4,453	\$ 2,724	\$ 2,648
MAPS Sinking Fund	3.14% 0.9500	\$ -	\$ -	\$ 523	\$ 540	\$ 523	\$ 639	\$ 649	\$ 646	\$ 649	\$ 1,245	\$ 1,236	\$ 1,267	\$ 1,188	\$ 1,317	\$ 1,324	\$ 1,919	\$ 1,174	\$ 1,141
Local Total	30.2540	\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 39,371	\$ 40,365	\$ 37,822	\$ 41,956	\$ 42,180	\$ 61,097	\$ 37,380	\$ 36,332
State and Local Capture	Millage Rate																		
TOTAL	54.2540	\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 39,371	\$ 40,365	\$ 37,822	\$ 41,956	\$ 42,180	\$ 61,097	\$ 37,380	\$ 36,332
Non-Capturable Millages	Millage Rate	\$ 6,565																	
Library Debt	0.4565	\$ -	\$ -	\$ 305	\$ 297	\$ 353	\$ 347	\$ 348	\$ 350	\$ 353	\$ 677	\$ 666	\$ 678	\$ 692	\$ 707	\$ 791	\$ 1,046	\$ 640	\$ 622
MAPS Debt	0.5000	\$ -	\$ -	\$ 335	\$ 325	\$ 387	\$ 380	\$ 382	\$ 383	\$ 387	\$ 741	\$ 730	\$ 743	\$ 758	\$ 774	\$ 866	\$ 1,146	\$ 701	\$ 681
		\$ -	\$ -	\$ 640	\$ 622	\$ 740	\$ 727	\$ 730	\$ 733	\$ 741	\$ 1,418	\$ 1,396	\$ 1,421	\$ 1,451	\$ 1,482	\$ 1,658	\$ 2,191	\$ 1,341	\$ 1,301

Estimated Taxable Value (TV) Increase Rate: 2.50%																	
Plan Year		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Revenue Year		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
*Base Taxable Value		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
Annual Value Additions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,918,111	\$ 8,976,883	\$ 9,111,536	\$ 9,248,209	\$ 9,386,932	\$ 9,527,736	\$ 9,670,652	\$ 9,815,712	
Cumulative Value Additions		\$ 1,387,933	\$ 1,419,931	\$ 1,914,680	\$ 1,888,706	\$ 1,893,882	\$ 1,930,104	\$ 2,009,056	\$ 4,538,441	\$ 4,605,768	\$ 4,674,105	\$ 4,743,466	\$ 4,813,868	\$ 4,885,326	\$ 4,957,856	\$ 5,031,474	
Estimated New TV		\$ 1,337,933	\$ 1,369,931	\$ 1,864,680	\$ 1,838,706	\$ 1,843,882	\$ 1,880,104	\$ 1,959,056	\$ 4,488,441	\$ 4,555,768	\$ 4,624,105	\$ 4,693,466	\$ 4,763,868	\$ 4,835,326	\$ 4,907,856	\$ 4,981,474	
Incremental Difference (New TV - Base TV)																	
Total School Revenue																	
Millage Rate																	
43.47%		24.0000															
Total Local Revenue																	
Millage Rate																	
56.53%		31.2105															
Total Revenue																	
Millage Rate																	
		55.2105															
School Capture																	
Millage Rate																	
State Education Tax (SET)		6.0000															
18.0000																	
School Operating Tax																	
School Total		24.0000															
Local Capture																	
Millage Rate																	
City Operating		17.5604															
0.3496																	
County Allocated		5.2938															
0.6																	
Transit		0.4474															
0.55																	
MOE		0.497															
0.1525																	
Dispatch		0.08															
0.2																	
Veterans		1.3685															
2.2048																	
ISD		0.95															
MAPS Sinking Fund		30.2540															
Local Total																	
Millage Rate																	
TOTAL		54.2540															
Non-Capturable Millages																	
Millage Rate																	
Library Debt		0.4565															
0.5000																	
MAPS Debt																	

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Cliffs Dow Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Local-Only Taxes	Total
State	44.24%	\$ 722,318	\$ 119,428	\$ 113,679		\$ 955,425
Local	55.76%	\$ 1,683,222		\$ 240,116	\$ 45,176	\$ 1,968,514
TOTAL	100.0%	\$ 2,405,540	\$ 119,428	\$ 353,795		\$ 2,923,939
EGLE		\$ 2,405,540				
MSF		\$ -				
TOTAL		\$ 2,405,540				

Estimated Total Years of Capture:	
Local Eligible Activities	29
State Eligible Activities	29

Estimated Capture	\$ 2,405,540
Administrative Fees	\$ 45,176
State Revolving Fund	\$ 119,428
LBRF	\$ 353,795
TOTAL	\$ 2,923,939

Estimated Taxable Value (TV) Increase Rate: 1.50%																								
Plan Year				1 2 3 4 5 6 7 8 9 10 11 12 13 14 15																				
Revenue Year				2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017			
*Base Taxable Value				\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000			
Annual Value Additions				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Cumulative Value Additions				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$				
Estimated New TV				\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000			
Incremental Difference (New TV - Base TV)					\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
Total School Revenue				Millage Rate																				
43.47% 24.0000				\$ 1,200	\$ 1,200	\$ 16,267	\$ 15,444	\$ 18,545	\$ 19,865	\$ 20,009	\$ 19,891	\$ 19,066	\$ 35,268	\$ 34,776	\$ 35,374	\$ 36,009	\$ 36,391	\$ 40,415	\$ 49,699	\$ 33,572	\$ 28,221			
Total Local Revenue				Millage Rate																				
56.53% 31.2105				\$ 1,561	\$ 1,561	\$ 21,155	\$ 20,084	\$ 24,116	\$ 25,833	\$ 26,020	\$ 25,867	\$ 24,794	\$ 45,864	\$ 45,224	\$ 46,001	\$ 46,827	\$ 47,325	\$ 52,557	\$ 64,631	\$ 43,658	\$ 36,700			
Total Revenue				Millage Rate																				
55.2105				\$ 2,761	\$ 2,761	\$ 37,422	\$ 35,529	\$ 42,661	\$ 45,698	\$ 46,029	\$ 45,759	\$ 43,860	\$ 81,132	\$ 80,001	\$ 81,375	\$ 82,836	\$ 83,716	\$ 92,972	\$ 114,330	\$ 77,230	\$ 64,921			
Plan Year				0			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15			
Revenue Year				notes		Capture Rate	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Total State Incremental Revenue						0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Brownfield Revolving Fund (50% of SET)							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State TIR Available for Reimbursement							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Incremental Revenue						100.00%	\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 39,371	\$ 40,365	\$ 37,822	\$ 41,956	\$ 42,180	\$ 61,097	\$ 37,380	\$ 36,332
BRA Administrative Fee 3% \$ 45,176							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,181	\$ 1,211	\$ 1,135	\$ 1,259	\$ 1,265	\$ 1,833	\$ 1,121	\$ 1,090	
Local TIR Available for Reimbursement							\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 38,190	\$ 39,154	\$ 36,688	\$ 40,698	\$ 40,915	\$ 59,265	\$ 36,258	\$ 35,242
Total State & Local TIR Available for Reimbursement				\$ -			\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 38,190	\$ 39,154	\$ 36,688	\$ 40,698	\$ 40,915	\$ 59,265	\$ 36,258	\$ 35,242
CITY				Beginning Balance		% Allocation	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
City Reimbursement							\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 38,190	\$ 39,154	\$ 36,688	\$ 40,698	\$ 40,915	\$ 59,265	\$ 36,258	\$ 35,242
City Reimbursement Balance				\$2,401,540			\$ 2,401,540	\$ 2,401,540	\$ 2,384,895	\$ 2,367,683	\$ 2,351,024	\$ 2,330,667	\$ 2,310,001	\$ 2,289,429	\$ 2,268,751	\$ 2,229,113	\$ 2,190,924	\$ 2,151,770	\$ 2,115,082	\$ 2,074,384	\$ 2,033,470	\$ 1,974,205	\$ 1,937,947	\$ 1,902,705
				\$699,903																				
EGLE Environmental Costs				\$ 2,405,540	\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 38,190	\$ 39,154	\$ 36,688	\$ 40,698	\$ 40,915	\$ 59,265	\$ 36,258	\$ 35,242		
State Tax Reimbursement 100.00%				\$ 722,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement 100.00%				\$ 1,683,222	\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 38,190	\$ 39,154	\$ 36,688	\$ 40,698	\$ 40,915	\$ 59,265	\$ 36,258	\$ 35,242		
Total MDEQ Reimbursement Balance					\$ 2,405,540	\$ 2,405,540	\$ 2,388,895	\$ 2,371,683	\$ 2,355,024	\$ 2,334,667	\$ 2,314,001	\$ 2,293,429	\$ 2,272,751	\$ 2,233,113	\$ 2,194,924	\$ 2,155,770	\$ 2,119,082	\$ 2,078,384	\$ 2,037,470	\$ 1,978,205	\$ 1,941,947	\$ 1,906,705		
State MDEQ Balance to Be Reimbursed					\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318		
Local MDEQ Balance to Be Reimbursed					\$ 1,683,222	\$ 1,683,222	\$ 1,666,577	\$ 1,649,365	\$ 1,632,706	\$ 1,612,349	\$ 1,591,683	\$ 1,571,111	\$ 1,550,433	\$ 1,510,795	\$ 1,472,606	\$ 1,433,452	\$ 1,396,764	\$ 1,356,066	\$ 1,315,152	\$ 1,255,887	\$ 1,219,629	\$ 1,184,387		
Total Annual Eligible Activity Reimbursement					\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 38,190	\$ 39,154	\$ 36,688	\$ 40,698	\$ 40,915	\$ 59,265	\$ 36,258	\$ 35,242		
Local Only Costs 3%																								
Local Tax Reimbursement					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Local Only Reimbursement Balance					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Local Brownfield Revolving Fund																								
State Tax Capture				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Local Tax Capture				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total LBRF Capture				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
State Brownfield Fund					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Annual Brownfield Capture Reimbursement					\$ -	\$ -	\$ 16,645	\$ 17,212	\$ 16,659	\$ 20,357	\$ 20,665	\$ 20,572	\$ 20,678	\$ 39,638	\$ 39,371	\$ 40,365	\$ 37,822	\$ 41,956	\$ 42,180	\$ 61,097	\$ 37,380	\$ 36,332		

Table 2.2 - Tax Incremental Revenue Reimbursement Allocation Table
Cliffs Dow Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Estimated Taxable Val																
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	
Annu	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Cumula	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,918,111	\$ 8,976,883	\$ 9,111,536	\$ 9,248,209	\$ 9,386,932	\$ 9,527,736	\$ 9,670,652	\$ 9,815,712	\$ 9,962,948	
	\$ 50,000	\$ 50,000	\$ 50,000	\$ 1,888,706	\$ 1,893,882	\$ 1,930,104	\$ 2,009,056	\$ 4,538,441	\$ 4,605,768	\$ 4,674,105	\$ 4,743,466	\$ 4,813,868	\$ 4,885,326	\$ 4,957,856	\$ 5,031,474	
Incremental Difference	\$ -	\$ -	\$ -	\$ 1,838,706	\$ 1,843,882	\$ 1,880,104	\$ 1,959,056	\$ 4,488,441	\$ 4,555,768	\$ 4,624,105	\$ 4,693,466	\$ 4,763,868	\$ 4,835,326	\$ 4,907,856	\$ 4,981,474	
Total School Revenue																
	\$ 34,728	\$ 33,077	\$ 41,803	\$ 41,355	\$ 43,740	\$ 46,322	\$ 48,217	\$ 108,923	\$ 110,538	\$ 112,179	\$ 113,843	\$ 115,533	\$ 117,248	\$ 118,989	\$ 120,755	
Total Local Revenue																
	\$ 45,161	\$ 43,015	\$ 54,362	\$ 53,780	\$ 56,882	\$ 60,240	\$ 62,704	\$ 141,647	\$ 143,748	\$ 145,881	\$ 148,046	\$ 150,243	\$ 152,473	\$ 154,737	\$ 157,035	
Total Revenue																
	\$ 79,889	\$ 76,091	\$ 96,164	\$ 95,135	\$ 100,622	\$ 106,562	\$ 110,921	\$ 250,570	\$ 254,287	\$ 258,060	\$ 261,889	\$ 265,776	\$ 269,721	\$ 273,726	\$ 277,790	
Plan Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Revenue Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Total State Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,017	\$ 107,723	\$ 109,338	\$ 110,979	\$ 112,643	\$ 114,333	\$ 116,048	\$ 117,789	\$ 119,555	
State Brownfield Revolving Fund (50% of SET)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,877	\$ 13,465	\$ 13,667	\$ 13,872	\$ 14,080	\$ 14,292	\$ 14,506	\$ 14,724	\$ 14,944	
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,140	\$ 94,257	\$ 95,671	\$ 97,106	\$ 98,563	\$ 100,041	\$ 101,542	\$ 103,065	\$ 104,611	
Total Local Incremental Revenue	\$ 36,948	\$ 34,824	\$ 47,209	\$ 46,559	\$ 41,746	\$ 56,881	\$ 59,269	\$ 135,793	\$ 137,830	\$ 139,898	\$ 141,996	\$ 144,126	\$ 146,288	\$ 148,482	\$ 150,710	
BRA Administrative Fee	\$ 1,108	\$ 1,045	\$ 1,416	\$ 1,397	\$ 1,252	\$ 1,706	\$ 1,778	\$ 4,074	\$ 4,135	\$ 4,197	\$ 4,260	\$ 4,324	\$ 4,389	\$ 4,454	\$ 4,521	
Local TIR Available for Reimbursement	\$ 35,840	\$ 33,780	\$ 45,792	\$ 45,162	\$ 40,494	\$ 55,174	\$ 57,491	\$ 131,720	\$ 133,695	\$ 135,701	\$ 137,736	\$ 139,802	\$ 141,899	\$ 144,028	\$ 146,188	
Total State & Local TIR Available for Reimbursement	\$ 35,840	\$ 33,780	\$ 45,792	\$ 45,162	\$ 40,494	\$ 55,174	\$ 98,631	\$ 225,977	\$ 229,366	\$ 232,807	\$ 236,299	\$ 239,844	\$ 243,441	\$ 247,093	\$ 250,799	
CITY	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	57%	0%	
City Reimbursement	\$ 35,840	\$ 33,780	\$ 45,792	\$ 45,162	\$ 40,494	\$ 55,174	\$ 98,631	\$ 225,977	\$ 229,366	\$ 232,807	\$ 236,299	\$ 239,844	\$ 243,441	\$ 140,098	\$ -	
City Reimbursement Balance	\$ 1,866,865	\$ 1,833,085	\$ 1,787,293	\$ 1,742,131	\$ 1,701,637	\$ 1,646,463	\$ 1,547,832	\$ 1,321,855	\$ 1,092,489	\$ 859,682	\$ 623,383	\$ 383,539	\$ 140,098	\$ 0	\$ 0	
EGLE Environmental Costs	\$ 35,840	\$ 33,780	\$ 45,792	\$ 45,162	\$ 40,494	\$ 55,174	\$ 98,631	\$ 225,977	\$ 229,366	\$ 232,807	\$ 236,299	\$ 239,844	\$ 243,441	\$ 144,098	\$ -	
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,140	\$ 94,257	\$ 95,671	\$ 97,106	\$ 98,563	\$ 100,041	\$ 101,542	\$ 93,997	\$ -	
Local Tax Reimbursement	\$ 35,840	\$ 33,780	\$ 45,792	\$ 45,162	\$ 40,494	\$ 55,174	\$ 57,491	\$ 131,720	\$ 133,695	\$ 135,701	\$ 137,736	\$ 139,802	\$ 141,899	\$ 50,101	\$ -	
Total MDEQ Reimbursement Balance	\$ 1,870,865	\$ 1,837,085	\$ 1,791,293	\$ 1,746,131	\$ 1,705,637	\$ 1,650,463	\$ 1,551,832	\$ 1,325,855	\$ 1,096,489	\$ 863,682	\$ 627,383	\$ 387,539	\$ 144,098	\$ 0	\$ 0	
State MDEQ Balance to Be Reimbursed	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 722,318	\$ 681,178	\$ 586,921	\$ 491,249	\$ 394,143	\$ 295,580	\$ 195,539	\$ 93,997	\$ 0	\$ 0	
Local MDEQ Balance to Be Reimbursed	\$ 1,148,547	\$ 1,114,767	\$ 1,068,975	\$ 1,023,813	\$ 983,319	\$ 928,145	\$ 870,654	\$ 738,935	\$ 605,239	\$ 469,538	\$ 331,802	\$ 192,000	\$ 50,101	\$ (0)	\$ (0)	
Total Annual Eligible Activity Reimbursement	\$ 35,840	\$ 33,780	\$ 45,792	\$ 45,162	\$ 40,494	\$ 55,174	\$ 98,631	\$ 225,977	\$ 229,366	\$ 232,807	\$ 236,299	\$ 239,844	\$ 243,441	\$ 144,098	\$ -	
Local Only Costs																
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Brownfield Revolving Fund																
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ 9,068	\$ 104,611	
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -	\$ -	\$ 93,928	\$ 146,188	
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,996	\$ 250,799	
State Brownfield Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,877	\$ 13,465	\$ 13,667	\$ 13,872	\$ 14,080	\$ 14,292	\$ 14,506	\$ 14,724	\$ 14,944	
Total Annual Brownfield Capture Reimbursement	\$ 36,948	\$ 34,824	\$ 47,209	\$ 46,559	\$ 41,746	\$ 56,881	\$ 106,287	\$ 243,516	\$ 247,169	\$ 250,876	\$ 254,639	\$ 258,459	\$ 262,336	\$ 266,272	\$ 270,265	

RESOLUTIONS

City of Marquette Brownfield Redevelopment Authority

Marquette City Commission

RESOLUTION
Brownfield Plan Amendment – Cliffs Dow
City of Marquette Brownfield Redevelopment Authority

At a regular meeting of the City of Marquette Brownfield Redevelopment Authority of Marquette, Michigan, held at the Marquette Municipal Service Center, 1100 Wright Street, Marquette, Michigan August 17, 2023 at 8:00 a.m., the following resolution was offered by

Authority Member _____ and supported by

Authority Member _____.

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

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

Whereas, a Brownfield Plan Amendment that outlines the qualifications, costs, impacts, and incentives for reimbursement from Brownfield Tax Increment Financing revenues with the adoption of the Brownfield Plan Amendment has been prepared and submitted for the continued assessment and remediation at the Cliffs Dow property; and

Whereas the City of Marquette Brownfield Redevelopment Authority has reviewed the Brownfield Plan Amendment and finds that it meets the requirements of Act 381 and constitutes a public purpose of protecting human health and the environment and increasing private investment and economic development; and

Whereas a public hearing on the Brownfield Plan Amendment is anticipated to be held on the regular meeting of the Marquette City Commission on September 25, 2023 and notice of the public hearing and notice to taxing jurisdictions will be provided in compliance with the requirements of Act 381;

Now, Therefore be it Resolved that the City of Marquette Brownfield Redevelopment Authority hereby approves the Brownfield Plan Amendment for Cliffs Dow subject to final review and approval by the Executive Director, and recommends approval by the Marquette City Commission; and

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

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

Yes: _____

No: _____

Resolution duly adopted

Jerry Irby, Chair, City of Marquette
Brownfield Redevelopment Authority

Certified to be a true copy

Date

Matt Tuccini, Secretary



RESOLUTION

Brownfield Plan Amendment Approval

Cliffs Dow

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 25, 2023, at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

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

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

Whereas a Brownfield Plan Amendment that outlines the qualifications, costs, impacts, and incentives for reimbursement from Brownfield Tax Increment Financing revenues with the adoption of the Brownfield Plan has been prepared and submitted for the continued assessment and remediation at the Cliffs Dow property; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Brownfield Plan Amendment and determined the Brownfield Plan Amendment meets the requirements of Act 381 and constitutes a public purpose of protecting human health and the environment and increasing private investment and economic development; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Brownfield Plan Amendment at a regular meeting on August 17, 2023 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Brownfield Plan Amendment was held on September 25, 2023, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

Now, Therefore be it Resolved, Whereas, The Marquette City Commission has reviewed the Brownfield Plan Amendment and finds, in accordance with the requirements of Section 14 of Act 381 that:

- (a) The Brownfield Plan Amendment constitutes a public purpose of protecting human health and the environment and increasing private investment and economic development;
- (b) The Brownfield Plan Amendment meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan Amendment, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of Eligible Activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of Eligible Property, estimates of persons residing on the Eligible Property if applicable, and a plan and provisions for relocation of residents, if applicable;
- (c) The proposed method of financing the costs of Eligible Activities by the City of Marquette for environmental assessment and remediation is feasible, as described in Section 2.4 of the Brownfield Plan Amendment;
- (d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence and due care activities, meeting regulatory requirements for environmental assessment and remediation, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described in Section 2.1 and 2.2 of the Brownfield Plan; and
- (e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan Amendment is reasonable, as calculated in Table 2.1 and 2.2 of the Brownfield Plan Amendment, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding Eligible Activity obligation approved as part of the Brownfield Plan Amendment and expenses reviewed and approved by the City of Marquette Brownfield Redevelopment Authority; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq.*, the Marquette City Commission hereby approves the Brownfield Plan Amendment for Cliffs Dow.

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

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

Yes: _____

No: _____

Resolution duly adopted

Cody Mayer, Mayor
City of Marquette

Certified to be a true copy,

Date

Kyle Whitney, City Clerk



RESOLUTION
Brownfield Plan Amendment Approval
Cliffs Dow

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 25, 2023, at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

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

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

Whereas a Brownfield Plan Amendment that outlines the qualifications, costs, impacts, and incentives for reimbursement from Brownfield Tax Increment Financing revenues with the adoption of the Brownfield Plan has been prepared and submitted for the continued assessment and remediation at the Cliffs Dow property; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Brownfield Plan Amendment and determined the Brownfield Plan Amendment meets the requirements of Act 381 and constitutes a public purpose of protecting human health and the environment and increasing private investment and economic development; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Brownfield Plan Amendment at a regular meeting on August 17, 2023 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Brownfield Plan Amendment was held on September 25, 2023, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

Now, Therefore be it Resolved, Whereas, The Marquette City Commission has reviewed the Brownfield Plan Amendment and finds, in accordance with the requirements of Section 14 of Act 381 that:

- (a) The Brownfield Plan Amendment constitutes a public purpose of protecting human health and the environment and increasing private investment and economic development;
- (b) The Brownfield Plan Amendment meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan Amendment, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of Eligible Activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of Eligible Property, estimates of persons residing on the Eligible Property if applicable, and a plan and provisions for relocation of residents, if applicable;
- (c) The proposed method of financing the costs of Eligible Activities by the City of Marquette for environmental assessment and remediation is feasible, as described in Section 2.4 of the Brownfield Plan Amendment;
- (d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence and due care activities, meeting regulatory requirements for environmental assessment and remediation, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described in Section 2.1 and 2.2 of the Brownfield Plan; and
- (e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan Amendment is reasonable, as calculated in Table 2.1 and 2.2 of the Brownfield Plan Amendment, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding Eligible Activity obligation approved as part of the Brownfield Plan Amendment and expenses reviewed and approved by the City of Marquette Brownfield Redevelopment Authority; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Marquette City Commission hereby approves the Brownfield Plan Amendment for Cliffs Dow.

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

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

Yes: _____

No: _____

Resolution duly adopted

Cody Mayer, Mayor
City of Marquette

Certified to be a true copy,

Date

Kyle Whitney, City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Public Hearing(s)

Founders Landing Brownfield Plan Amendment - Roll Call Vote

BACKGROUND:

A Brownfield Plan Amendment is being proposed to remove part of Parcel 0510571 of approximately 1.96 acres from the Founders Landing Brownfield Plan Eligible Property. The removal of this property would mean that all tax revenues generated by the sale and development would accrue immediately to taxing jurisdictions. A public hearing must be established and held by the City Commission for the approval of the Brownfield Plan Amendment.

The original Founders Landing Brownfield Plan was approved in April 2009 and subsequently amended in July 2009 to expand the Eligible Property and increase Brownfield Eligible Activities on portions of the City – owned property that was positioned for sale and private redevelopment. The City retained all waterfront property and other portions of the property for public use.

Over the past 14 years, over \$50 million in private investment and \$8 million in public investment has been made possible by Brownfield Tax Increment Financing (TIF) reimbursement of Brownfield Eligible Activities derived from the increased incremental taxes generated by additional private investment.

Brownfield TIF is reimbursing the costs for Seawall / Boardwalk along the Lake Superior shoreline, the Baraga Avenue extension, improvements to the US-41 roundabout, and the Pier Redevelopment. Brownfield TIF is also reimbursing extraordinary environmental and non-environmental costs incurred by the private developers.

The Brownfield Plan was presented to and approved by the Marquette Brownfield Redevelopment Authority at their August 17, 2023 meeting.

This public hearing was scheduled at the September 11, 2023 City Commission meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the Founders Landing Brownfield Plan Amendment, and authorize the Mayor and City Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Plan Amendment
- ▣ Resolution

2023 BROWNFIELD PLAN AMENDMENT – FOUNDERS LANDING
CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY
CITY OF MARQUETTE

This 2023 Brownfield Plan Amendment is to remove a City – owned parcel from Eligible Property under the Founders Landing Amended Brownfield Plan approved in July 2009. The City Commission approved the sale of the property with the presumption that no Brownfield Eligible Activities will be reimbursed under the Amended Brownfield Plan and that tax increment revenues will not be captured and will accrue to the taxing jurisdictions.

Background: The original Founders Landing Brownfield Plan was approved in April 2009 and subsequently amended in July 2009 to expand the Eligible Property and increase Brownfield Eligible Activities on portions of the City – owned property that was positioned for sale and private redevelopment. The City retained all waterfront property and other portions of the property for public use.

Over the past 14 years, over \$50 million in private investment and \$8 million in public investment has been made possible by Brownfield Tax Increment Financing (TIF) reimbursement of Brownfield Eligible Activities derived from the increased incremental taxes generated by additional private investment.

Brownfield TIF is reimbursing the costs for Seawall / Boardwalk along the Lake Superior shoreline, the Baraga Avenue extension, improvements to the US-41 roundabout, and the Pier Redevelopment. Brownfield TIF is also reimbursing extraordinary environmental and non-environmental costs incurred by the private developers.

Amendment: This Brownfield Plan Amendment removes a City – owned parcel of land that has been approved for sale for private development.

The property to be removed from the Founders Landing Brownfield Plan Eligible Property is part of Parcel 0510571 of approximately 1.96 acres at the south end of Founders Landing property south of Lakeshore Boulevard and west of the Multi-Use Path.

The legal description and parcel map are attached.

Impact on Taxing Jurisdictions: The removal of the parcel from Eligible Property will benefit taxing jurisdictions by returning the property to tax rolls upon sale and generate tax revenues that will immediately accrue to taxing jurisdictions.

Approval Process: The following is the proposed schedule for consideration of the Founders Landing Brownfield Plan Amendment:

Date	Action	Entity
August 17, 2023	Approve Brownfield Plan Amendment	City of Marquette Brownfield Redevelopment Authority
September 11, 2023	Establish Public Hearing	Marquette City Commission
September 12, 2023	Notices to Taxing Jurisdiction	City of Marquette Brownfield Redevelopment Authority
September 25, 2023	Public Hearing	Marquette City Commission
September 25, 2023	Approve Brownfield Plan Amendment	Marquette City Commission

Resolutions for the City of Marquette Brownfield Redevelopment Authority and the Marquette City Commission are attached.

**PROPOSED PARCEL LEGAL DESCRIPTION
FOR 601 LAKESHORE BOULEVARD
PART OF PIN: 0510571
(FOR BROWNFIELD REMOVAL USE ONLY)**

Lots 37, 38, 39, and 40; and part of Lots 36, 41, 42, and 43; and part of the vacated Genesee Street, Bay De Noquette Street (aka Lake Street), and Mesnard Street; and part of the vacated alley between Lots 41 and 42; and part of the vacated alley between Lots 41, 74, 37, 38, 39, 40; all located in the Plat of Penny and Vaughn's Addition to the City of Marquette, Township Forty-Eight North Range Twenty-Five West (T48N-R25W), Marquette County, Michigan, more particularly described as:

Commencing at the Section corner common to Sections 22, 23, 26, and 27; thence S89°16'22"E along the section line common to said sections 23 and 26 a distance of 2478.85 feet; thence S00°43'38"W perpendicular to said section line 379.70 feet to a point on the easterly Right of Way (R.O.W.) of US-41/M-28, a variable width public R.O.W., and the Point of Beginning;

Thence southerly along said R.O.W. and a curve to the left 95.68 feet, said curve having a radius of 3776.72 feet and a delta of 01°27'05", the chord of which bears S06°11'14"W a distance of 95.67 feet to the northwest corner of a parcel as recorded in Document 2021R-12518 at the Marquette County Register of Deeds (R.O.D.); thence S89°35'04"E along the north line of said parcel 213.43 feet to the northeast corner of said parcel, and a point on the centerline of an alley vacated at the regular meeting of the Marquette City Commission held on November 25th, 1963 and subsequently recorded in Liber 128 of Miscellaneous Records, Page 868 at the R.O.D.; thence S00°37'53"W along the east line of said parcel and said alley centerline 149.91 feet to the southeast corner of said parcel and the northerly R.O.W. of Mesnard Street, a 33 foot wide platted public R.O.W.; thence S89°36'57"E along said northerly R.O.W. a distance of 112.13 feet to the northwest corner of the vacated portion of said Mesnard Street as vacated at the regular meetings of the Marquette City Commission held on June 26th, 1934, November 14th, 1932, and October 3rd, 1932; thence S00°23'03"W along the west line of said Mesnard street vacation 33.00 feet to the southwest corner of said Mesnard Street vacation and the south line of said Penny and Vaughn Plat; thence S89°36'57"E along said plat line 118.07 feet to a point in the vacated westerly half of Bay De Noquette Street (aka Lake Street) as vacated at the regular meetings of the Marquette City Commission held on June 26th, 1934, November 14th, 1932, and October 3rd, 1932, and subsequently recorded in Document 2005R-11903 at the R.O.D.; thence N12°48'41"W 300.97 feet; thence N05°38'04"W 50.25 feet to the centerline of said vacated Bay de Noquette Street; thence N15°02'55"W along said Bay de Noquette centerline 72.22 feet to a point on a curve, which is perpendicular to and 20 foot equidistant from the southerly R.O.W. of Lakeshore Boulevard as recorded in 2005R-05456 at the R.O.D.; thence westerly, parallel with and 20 foot equidistant from said southerly R.O.W., along a curve to the right 342.43 feet, said curve having a radius of 403.00 feet and a delta of 48°41'04", the chord of which bears S66°28'12"W a distance of 332.22 feet; thence N89°11'17"W parallel with and 20 foot equidistant from said southerly R.O.W. a distance of 36.42 feet to the Point of Beginning.

SUBJECT TO an easement for highway purposes as recorded in Document 2013R-09556.

The above described parcel contains 1.96 acres, more or less, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

Date: August 3, 2023

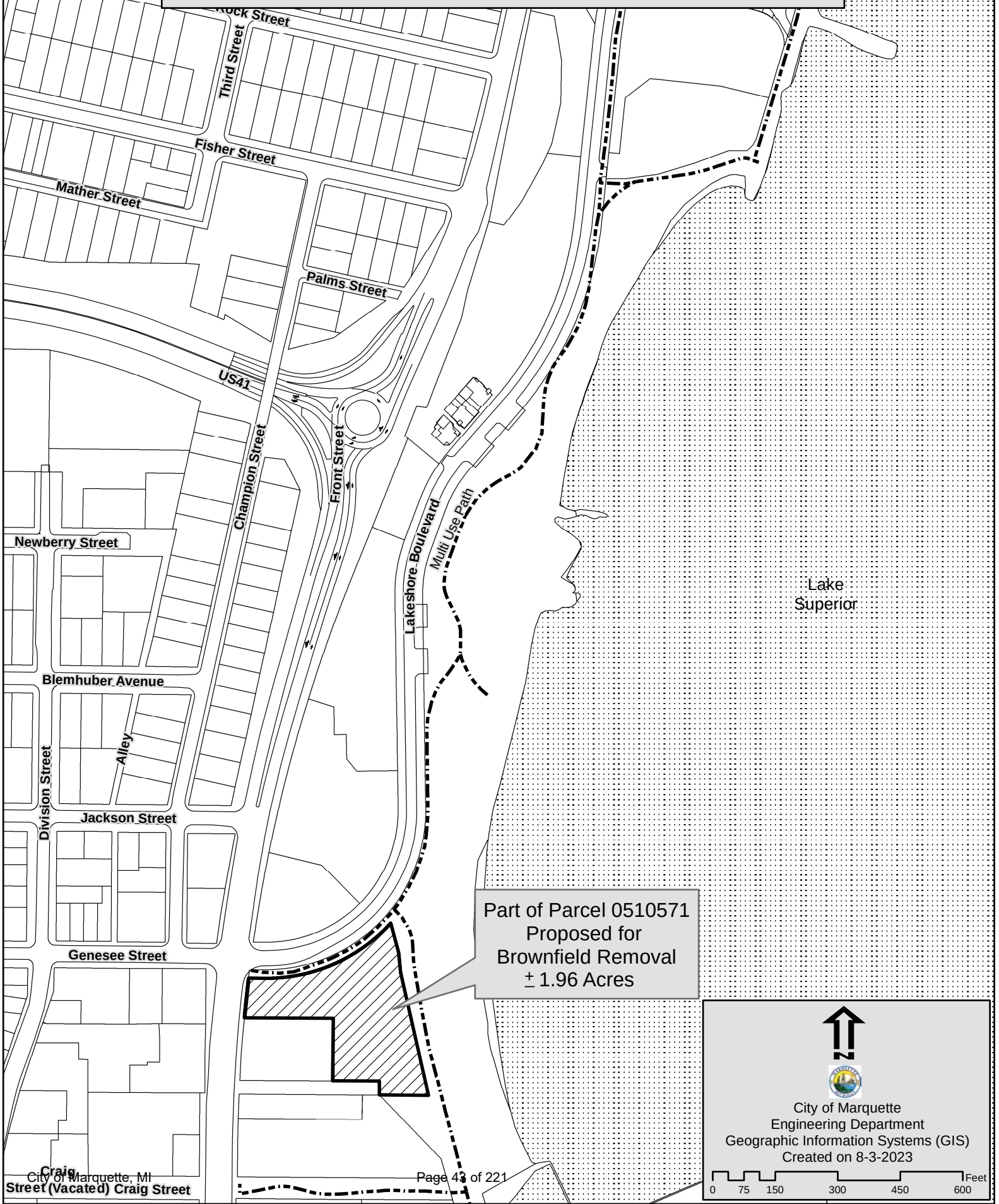
Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ23-900

PIN: 0510571

J:\Projects\MQXX-900s Boundary and Easement Surveys\MQ23-900 601 Lakeshore Boulevard - Boundary\Field Construction Related\All Survey\Legal Descriptions\MQ23-900 601 Lakeshore Proposed Parcel - Legal Description (230802).doc

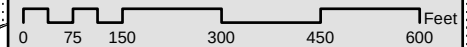
Founders Landing-Part of Parcel 0510571 Proposed Parcel for Brownfield Removal



Part of Parcel 0510571
Proposed for
Brownfield Removal
± 1.96 Acres



City of Marquette
Engineering Department
Geographic Information Systems (GIS)
Created on 8-3-2023



RESOLUTION
Brownfield Plan Amendment – Founders Landing
City of Marquette Brownfield Redevelopment Authority

At a regular meeting of the City of Marquette Brownfield Redevelopment Authority of Marquette, Michigan, held at the Marquette Municipal Service Center, 1100 Wright Street, Marquette, Michigan August 17, 2023 at 8:00 a.m., the following resolution was offered by

Authority Member _____ and supported by

Authority Member _____.

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

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

Whereas, a Brownfield Plan Amendment has been prepared and submitted to remove a City-owned parcel approved for sale from Founders Landing Brownfield Plan Eligible Property; and

Whereas the City of Marquette Brownfield Redevelopment Authority has reviewed the Brownfield Plan Amendment and finds that it meets the requirements of Act 381 and constitutes a public purpose of generating additional tax revenue for taxing jurisdictions; and

Whereas a public hearing on the Brownfield Plan Amendment is anticipated to be held on the regular meeting of the Marquette City Commission on September 25, 2023 and notice of the public hearing and notice to taxing jurisdictions will be provided in compliance with the requirements of Act 381;

Now, Therefore be it Resolved that the City of Marquette Brownfield Redevelopment Authority hereby approves the Brownfield Plan Amendment for Founders Landing subject to final review and approval by the Executive Director and the City Attorney, and recommends approval by the Marquette City Commission; and

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

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

Yes: _____

No: _____

Resolution duly adopted

Jerry Irby, Chair, City of Marquette
Brownfield Redevelopment Authority

Certified to be a true copy

Date

Matt Tuccini, Secretary



RESOLUTION

Brownfield Plan Amendment Approval

Founders Landing

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 25, 2023, at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

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

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

Whereas a Brownfield Plan Amendment has been prepared and submitted to remove a City-owned parcel approved for sale from Founders Landing Brownfield Plan Eligible Property; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Founders Landing Brownfield Plan Amendment and determined the Brownfield Plan Amendment meets the requirements of Act 381 and constitutes a public purpose of generating additional tax revenue for taxing jurisdictions; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Founders Landing Brownfield Plan Amendment at a regular meeting on August 17, 2023 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Founders Landing Brownfield Plan Amendment was held on September 25, 2023, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

Now, Therefore be it Resolved, Whereas, The Marquette City Commission has reviewed the Founders Landing Brownfield Plan Amendment and finds, in accordance with the requirements of Act 381 that:

- (a) The Brownfield Plan Amendment constitutes a public purpose of generating additional tax revenue for taxing jurisdictions;
- (b) The Brownfield Plan Amendment meets the requirements of Act 381, including a legal description and map of property to be removed as Eligible Property;
- (c) The costs of Eligible Activities will not change with this Brownfield Plan Amendment; and
- (d) The additional tax revenues generated by the private redevelopment of the property will not be captured by the Brownfield Authority and will immediately accrue to taxing jurisdictions; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Marquette City Commission hereby approves the Founders Landing Brownfield Plan Amendment.

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

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

Yes: _____

No: _____

Resolution duly adopted

Cody Mayer, Mayor
City of Marquette

Certified to be a true copy,

Date

Kyle Whitney, City Clerk



RESOLUTION

Brownfield Plan Amendment Approval

Founders Landing

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 25, 2023, at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

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

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

Whereas a Brownfield Plan Amendment has been prepared and submitted to remove a City-owned parcel approved for sale from Founders Landing Brownfield Plan Eligible Property; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Founders Landing Brownfield Plan Amendment and determined the Brownfield Plan Amendment meets the requirements of Act 381 and constitutes a public purpose of generating additional tax revenue for taxing jurisdictions; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Founders Landing Brownfield Plan Amendment at a regular meeting on August 17, 2023 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Founders Landing Brownfield Plan Amendment was held on September 25, 2023, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

Now, Therefore be it Resolved, Whereas, The Marquette City Commission has reviewed the Founders Landing Brownfield Plan Amendment and finds, in accordance with the requirements of Act 381 that:

- (a) The Brownfield Plan Amendment constitutes a public purpose of generating additional tax revenue for taxing jurisdictions;
- (b) The Brownfield Plan Amendment meets the requirements of Act 381, including a legal description and map of property to be removed as Eligible Property;
- (c) The costs of Eligible Activities will not change with this Brownfield Plan Amendment; and
- (d) The additional tax revenues generated by the private redevelopment of the property will not be captured by the Brownfield Authority and will immediately accrue to taxing jurisdictions; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the Marquette City Commission hereby approves the Founders Landing Brownfield Plan Amendment.

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

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

Yes: _____

No: _____

Resolution duly adopted

Cody Mayer, Mayor
City of Marquette

Certified to be a true copy,

Date

Kyle Whitney, City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote

Approve the minutes of the September 11, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Sep. 11 Minutes



Meeting Minutes City Commission

Monday, September 11, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Mayer stated that September 15 was the start of the City's "Trash to Treasure" event in the city, and stated that unclaimed items would need to be removed by 5 p.m. on September 17. He also requested that those present hold a moment of silence in acknowledgement of the lives lost 22 years ago, on September 11, 2001.

Boards and Committees

1. Appointment(s)

Brianna Hobbins, Marquette Public Art Commission, for an unexpired term ending 2-26-25

Gerald Kujawa, Traffic/Parking Advisory Board, for an unexpired term ending 5-30-25

Colleen Roberts, Traffic/Parking Advisory Board, for an unexpired term ending 5-30-25

Douglas Davis, Marquette Brownfield Redevelopment Authority, for an unexpired term ending 2-1-25

James Rankin, Marquette Brownfield Redevelopment Authority, for an unexpired term ending 2-1-24

Caden Reed, Marquette Arts and Culture Advisory Committee, for an unexpired term ending 6-1-26

Demetrios Kaltsas, Board of Zoning Appeals, for an unexpired term ending 2-15-25

Commissioner Jennifer Smith moved to Approve the appointments as listed, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

Margaret Brumm spoke of the positive impression that the City Commission left on her students, who attended the last meeting.

Ryan Redman, representing Superior Connections, said he would like to give a presentation to the City Commission to discuss how to most effectively help with homelessness and addiction in the community.

Presentation(s)

2. Charter Study Group, by City Clerk Kyle Whitney

City Clerk Kyle Whitney spoke about the work that has been done by the City Charter Study Group, which was appointed by the City Commission in December of 2022. The group, which includes Clerk Whitney, City Manager aren Kovacs and City Attorney Suzanne Larsen, has conducted a full review of the Charter and has compiled a shortlist of possible amendments. The Clerk explained the process, went over the six amendments that made the shortlist, and said the Commission would be asked to schedule a public hearing for October, after which staff would seek direction from the Commission.

Commissioners shared their thoughts on the information that was presented, with several commissioners voicing support for certain proposals, especially for the recommendation to eliminate term limits on board and committee members appointed by the City Commission.

3. Downtown Development Authority Third Street TIF Update, by Executive Director Tara Laase-McKinney

Downtown Development Authority Director Tara Laase-McKinney went over the history of the DDA and of the district's current tax-increment financing plan. She presented a plan to extend the expiration deadline of the TIF plan, while also incorporating the Third Street corridor into the plan. She explained how important the TIF revenue is to the DDA and shared what an increase would mean.

Commissioners commented on the importance of the DDA and asked some follow-up questions.

4. Consent Agenda - Roll Call Vote

Commissioner Jessica Hanley moved to Approve the Consent Agenda as written, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

4.a. Approve the minutes of the August 28, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$2,549,563.04

4.c. Contract for Transcription Services

4.d. Lease for Temporary Public Art Sound Light Installation

4.e. Schedule Public Hearing - Cliffs Dow Brownfield Plan Amendment - Roll Call Vote

4.f. Schedule Public Hearing - Founders Landing Brownfield Plan Amendment - Roll Call Vote

4.g. Schedule Public Hearing - FY 2024 Budget

4.h. Schedule Public Hearing - Possible City Charter Amendments

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

Margaret Brumm spoke about the research happening on campus related to hemp and PFAS chemicals.

Barb Owdziej spoke about the DDA TIF expansion, and said she would like the City to focus more on pedestrian safety concerns in the DDA district.

Demetrios Kaltsas thanked the City Commission for all they do, and talked about a missing buoy in Lambros Park, as well as about bike and pedestrian safety on Third Street.

Angela Rayhorn talked about how she enjoyed living near Third Street and praised the DDA. She also spoke about pedestrian safety.

Comments from the Commission

Mayor Pro Tem Davis thanked the Mayor for holding a moment of silence for 9/11, and she said this should be recognized as a day in which the nation and culture changed. She said she does think residents often avoid Third Street due to safety concerns. She welcomed Mr. Kaltsas and thanked him for stepping up to serve on the BZA.

Commissioner Smith had no comments.

Commissioner Hanley had no comments.

Commissioner Larson said TIF is a bad name and is confusing, but said the DDA did a great job in explaining what it is and how it works. He noted a transition into the school year and the fall.

Commissioner Ottaway thanked the police for their positive presence at Beer Fest. He thanked Mr. Kaltsas for joining the BZA and he thanked those that spoke about safety. He said an increased TIF may, in fact, support safety along Third Street.

Mayor Mayer asked for an update on the Social District. Police Chief Grim said the police have seen no increase in activity in the area.

Comments from the City Manager

City Manager Karen Kovacs said the buoy was removed and needs to be repaired, and will be replaced next year. She said staff will look into whether a hazard exists in the area. She pointed interested residents to the DDA's Third Street Corridor Sustainable Development Plan.

Adjournment

Mayor Mayer adjourned the meeting at 7:25 p.m.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote
2023 Fire Prevention Week Proclamation

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2023 Fire Prevention Week Proclamation



Proclamation

Fire Prevention Week – October 8-14, 2023

WHEREAS, the City of Marquette, Michigan is committed to ensuring the safety and security of all those living in and visiting our city; and,

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and,

WHEREAS, home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and,

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and,

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and,

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and,

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and,

WHEREAS, Marquette's residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and,

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and,

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and,

WHEREAS, Marquette’s first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and,

WHEREAS, Marquette’s residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and,

WHEREAS, the 2023 Fire Prevention Week™ theme, “Cooking safety starts with YOU! Pay attention to fire prevention™,” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, I Cody Mayer, Mayor of Marquette, do hereby proclaim October 8–14, 2023, as Fire Prevention Week throughout this city, and I urge all the people of Marquette to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of Marquette’s fire and emergency services.

Cody Mayer, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote **Aggregate Material Purchase**

BACKGROUND:

Annually, the City purchases large quantities of various aggregate materials for use in its maintenance of properties, roads, and utility systems. The largest purchases are 4,500 tons of sand for ice control purposes, as well as 4,000–5,000 tons of gravel for utility repairs and maintenance of gravel streets and shoulders.

A request for quote was sent to the only three local contractors that provide aggregate materials in the area. A. Lindberg and Sons of Ishpeming, Michigan was the only contractor to respond to the pricing request.

FISCAL EFFECT:

The City will spend approximately \$140,000 this year for the purchase of aggregate materials used in maintenance operations. The repair and maintenance line items of the operating budgets for the Local Street Fund, Major Street Fund, Water Fund, Sewer Fund and Sidewalk Fund contain funding for the purchase of this material. The actual quantities used will be charged to the appropriate funds as the material is used.

RECOMMENDATION:

Authorize the purchase of aggregate materials from A. Lindberg and Sons of Ishpeming, Michigan at the unit prices quoted in an amount not to exceed \$140,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ A Lindberg Quote

PROPOSAL – 1 YEAR CONTRACT / 3 YEAR CONTRACT

The Bidder will provide the estimated amount of the following aggregates at his plant, to be loaded on trucks furnished by the City of Marquette if called upon to do so.

Annual Requirement			1 yr price per ton	3 yrs price per ton
1000 Tons	M.D.O.T.	22A Aggregate	@\$ <u>9⁰⁰</u>	@\$ <u>9⁰⁰</u>
150 Tons	M.D.O.T.	23A Aggregate	@\$ <u>9⁰⁰</u>	@\$ <u>9⁰⁰</u>
150 Tons	M.D.O.T.	6A Aggregate	@\$ <u>16⁰⁰</u>	@\$ <u>16⁰⁰</u>
50 Tons	M.D.O.T.	31A Aggregate	@\$ <u>18⁰⁰</u>	@\$ <u>18⁰⁰</u>
1000 Tons		Topsoil	@\$ <u>18⁰⁰</u>	@\$ <u>18⁰⁰</u>
50 Tons	M.D.O.T.	3" Minus	@\$ <u>9⁰⁰</u>	@\$ <u>9⁰⁰</u>
1000 Tons	M.D.O.T.	Ice Control Sand	@\$ <u>9⁰⁰</u>	@\$ <u>9⁰⁰</u>
100 Tons	M.D.O.T.	R.A.P	@\$ <u>18⁰⁰</u>	@\$ <u>18⁰⁰</u>
Credit per ton for broken asphalt pavement delivered by the City to Bidder's plant site.			@\$ <u><0.0></u>	@\$ <u><0.0></u>

The Bidder will provide the estimated amount of the following aggregates deposited in the appropriate manner at the locations, times and dates specified by the Superintendent of Public Works for the City of Marquette if called upon to do so.

Annual Requirement			1 yr price per ton	3 yrs price per ton
4000 Tons	M.D.O.T.	22A Aggregate	@\$ <u>14⁰⁰</u>	@\$ <u>14⁰⁰</u>
200 Tons	M.D.O.T.	23A Aggregate	@\$ <u>14⁰⁰</u>	@\$ <u>14⁰⁰</u>
200 Tons	M.D.O.T.	6A Aggregate	@\$ <u>21⁰⁰</u>	@\$ <u>21⁰⁰</u>
600 Tons	M.D.O.T.	31A Aggregate	@\$ <u>24⁰⁰</u>	@\$ <u>24⁰⁰</u>
1000 Tons		Topsoil	@\$ <u>23⁰⁰</u>	@\$ <u>23⁰⁰</u>
250 Tons	M.D.O.T.	3" Minus	@\$ <u>14⁰⁰</u>	@\$ <u>14⁰⁰</u>
7000 Tons	M.D.O.T.	Ice Control Sand	@\$ <u>12⁰⁰</u>	@\$ <u>12⁰⁰</u>
1500 Tons	M.D.O.T.	R.A.P	@\$ <u>23⁰⁰</u>	@\$ <u>23⁰⁰</u>
Credit per ton for broken asphalt pavement loaded by City onto Bidder's trucks at the Municipal Service Center.			@\$ <u><0.0></u>	@\$ <u><0.0></u>

Delivery to Service Center only!

Priced as a package and cannot be separated without prior Authorization

AGGREGATE MATERIAL PROPOSAL FORM

Name: A. Lindberg & Son's INC.

Signed: Raul Alderto

Title: Aggregate Supervisor

Firm: _____

Address: 599 Washington St.

Ishpeming,

Phone No. 906-250-0851 Mob.

966-486-4459 Office

BIDS SHALL BE IN SEALED ENVELOPES, CLEARLY IDENTIFYING THE BID TITLE

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote

Application for License to Use City Property Adjacent to 209 N. Fifth Street

BACKGROUND:

Randall Maxwell and Mandy Eastley have submitted an application to use a small portion of the W. College Ave. right-of-way adjacent to their home for the placement of a step, as part of a set of steps that were built without a permit into that right-of-way. The Board of Zoning Appeals approved a Variance in July of this year for the encroachment, with the condition that a License for the encroaching step is approved by the City Commission.

FISCAL EFFECT:

The application fee of \$425 and has been paid.

RECOMMENDATION:

Approve the License and execute the Grant of License document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Grant of License Agreement_signed by Maxwell and Eastley
- ▣ Application for License_Maxwell-Eastley_02-PRU-09-23
- ▣ Decision Letter_Variance July 2023_Maxwell-Eastley

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and Randall E. Maxwell and Mandy A. Eastley, of 401 W. College Avenue, Marquette, MI 49855, ("Maxwell/Eastley") licensee, enter into this agreement on _____, 2023, subject to the following conditions:

1. Background. The City owns the West College Avenue public right of way, in the City of Marquette, and State of Michigan.
Maxwell/Eastley desires to construct a step ("Step"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$425.00, the City grants to Maxwell/Eastley the right to construct the Step on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Maxwell/Eastley shall construct, and at all times while this License is in effect, maintain the Step in good repair. Maxwell/Eastley shall be responsible for all fees and expenses related to the construction and maintenance of the Step and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Step except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Maxwell/Eastley shall be responsible for any removal of, repair to or replacement of the Step in connection with utility work. Maxwell/Eastley shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's public right of way.
5. Reimbursement for damages. Maxwell/Eastley shall reimburse the City for any physical damages to the City's public right of way caused by Maxwell's/Eastley's use on the real estate. Maxwell/Eastley, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Maxwell's/Eastley's use. Maxwell's/Eastley's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Maxwell/Eastley reserves the right to control the defense and settlement of any claim for which Maxwell/Eastley has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 90 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Maxwell/Eastley shall remove the Step from the real estate, at their own expense. Maxwell/Eastley shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

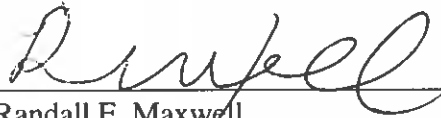
By: Cody O. Mayer
Its: Mayor

By: Kyle Whitney
Its: Clerk

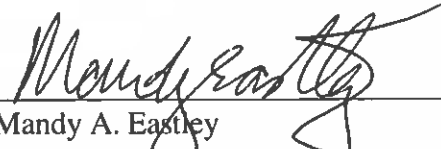
STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2023,
by Cody O. Mayer, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal
corporation.

_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette



Randall E. Maxwell

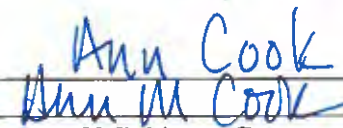


Mandy A. Eastley

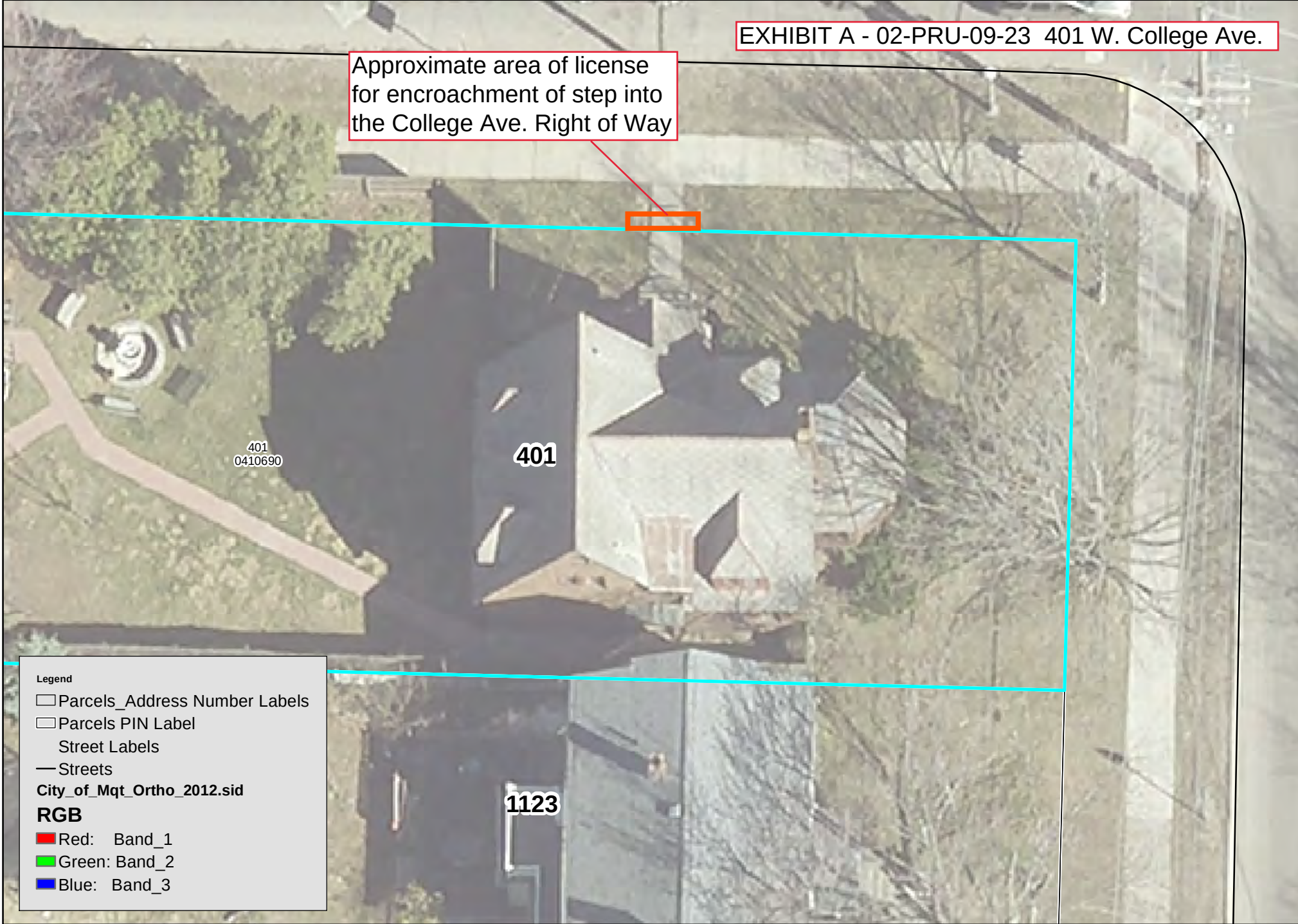
STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on September 12, 2023,
by Randall E. Maxwell and Mandy A. Eastley.

ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024.


_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

Approximate area of license
for encroachment of step into
the College Ave. Right of Way



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



1 inch = 14 feet

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT
OF CITY OWNED PROPERTY



CITY STAFF USE

Date Submitted: 8-22-2023 Parcel ID#: 0410690 File #: 02-PRU-09-23
Property Address/Location: College Ave. ROW adjacent to 401 W. College
Adequate Legal Description Submitted: Y / N Anticipated Hearing Date: 09-25-23

FEE \$425 (We can only accept Cash or Check (written to the City of Marquette))

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT

Name: _____
Address: _____
City, State, Zip: _____
Phone #: _____
Fax #: _____
Email: _____

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

APPLICANT'S REPRESENTATIVE

Name: _____
Address: _____
City, State, Zip: _____
Phone #: _____
Fax #: _____
Email: _____

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

What is the street address, or nearest street address, to the location of the requested license/easement?

Please describe the reason or necessity for the requested license/easement for use of the City property:

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

Attachments: _____

LEGAL DESCRIPTION

Legal description of the license/easement area:

See Exhibit A attachment

SIGNATURE

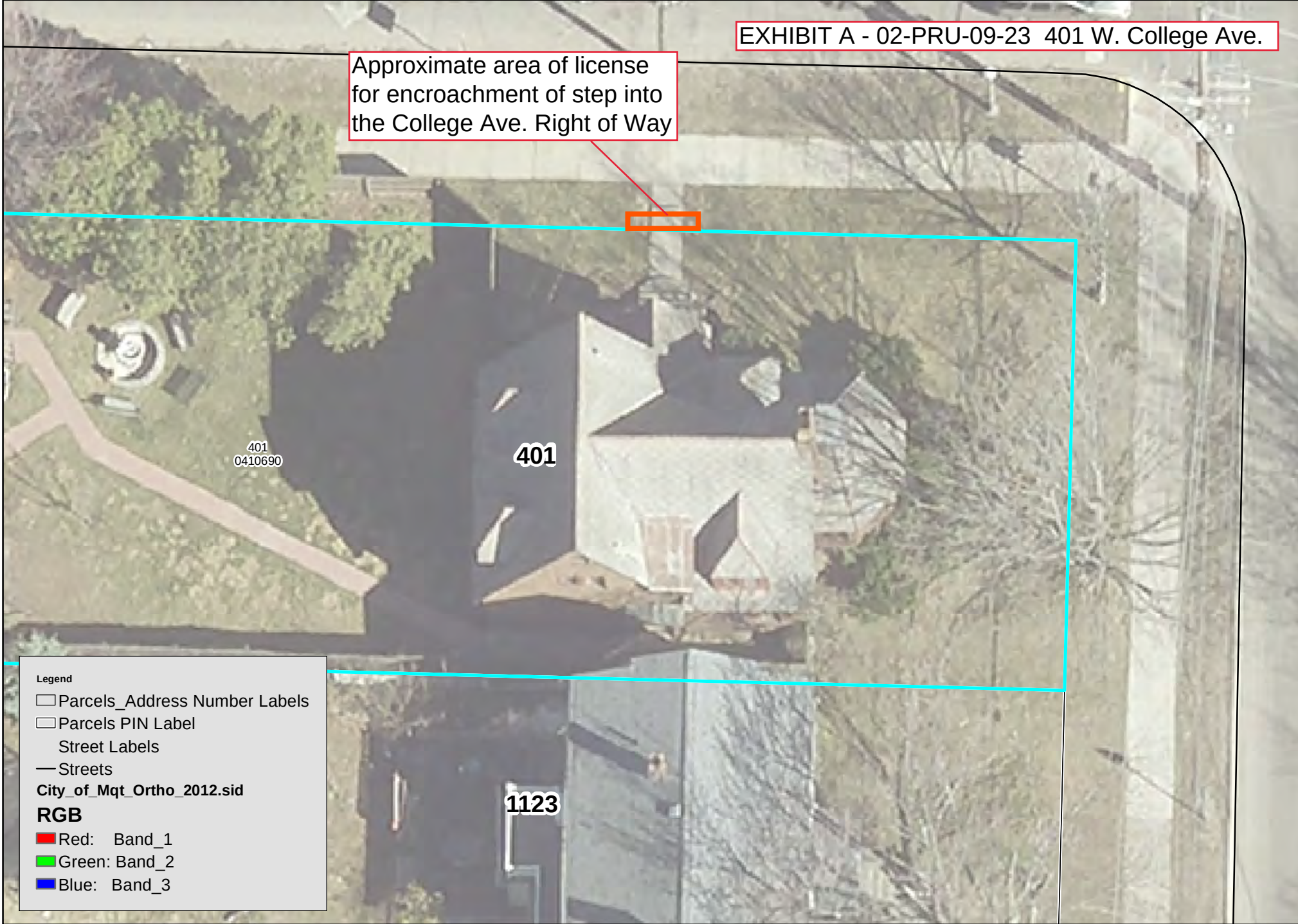
I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: Randall Maxwell

Date: _____



Approximate area of license
for encroachment of step into
the College Ave. Right of Way



- Legend
- Parcels_Address Number Labels
 - Parcels PIN Label
 - Street Labels
 - Streets
- City of Mqt Ortho_2012.sid
- RGB**
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3

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



1 inch = 14 feet

July 07, 2023

MAXWELL, RANDALL E / EASTLEY, MANDY
401 W COLLEGE AVE
MARQUETTE, MI 49855



RE: V04-VAR-07-23 – 401 W COLLEGE AVE (PIN: 0410690)

To Whom It May Concern:

On Thursday, 07/06/2023, the Marquette City Board of Zoning Appeals held a public hearing on your petition from the City of Marquette Land Development Code at the property listed above and on a 6-0 vote, the Board approved the following motion:

It was moved by Mr. Patrick, seconded by Ms. Wright, and carried 6-0 that after conducting a public hearing and review of the STAFF REPORT/ANALYSIS for 04-VAR-07-23, the Board of Zoning Appeals finds that the request demonstrates the standards found in Section 54.1404(B)(5)(a. through j.) of the Land Development Code and hereby approves 04-VAR-07-23 with the condition that license approval from the City Commission is obtained for the encroachment into the right-of-way.

The minutes of the meeting are available at City Hall or the Municipal Service Center should you desire to obtain a copy for your records.

In accordance with Section 54.1404 (D) of the Marquette City Land Development Code, "if the petitioner has not obtained a Zoning Permit, obtained a Building Permit and commenced construction to implement a variance within one (1) year of the date of its approval by the Board of Zoning Appeals, said variance shall expire". The Board of Zoning Appeals, upon application made before expiration, may grant an extension of not more than one (1) year from the expiration date. The Board Zoning Appeals, at its discretion, may schedule a public hearing in accordance with Section 54.1406 prior to granting an extension. Not more than two (2) such extensions may be granted.

Please feel free to contact Andrea Landers, Zoning Official, if you have any questions at 906.225.8383.

Sincerely,

Heather Dombrowski
Board of Zoning Appeals Chair

Cc: Variance case file
Property file

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote
Cogeneration Engine Replacement

BACKGROUND:

The Wastewater facility utilizes two Kraft combined heat and power units to provide electricity and heat. Unit #2 recently had a catastrophic engine failure, and the recommended action is to replace the engine rather than rebuild it.

FISCAL EFFECT:

There are sufficient funds in the Wastewater 2022/23 budget.

RECOMMENDATION:

Approve the expenditure up to \$55,000 to Kraft Power for a new engine for unit #2.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Quote



Kraft Power Corporation
2852 D and M Drive
Gaylord, MI 49735
Ph: (989) 748-4040
Fax: (989) 748-4042
Email:

Quote #:	118404
Enter Date:	09/19/2023
Printed Date:	09/19/2023

Bill To:

City of Marquette
300 W. Baraga Ave
MARQUETTE, MI 49855

Ship To:

City of Marquette
1930 US Highway 41
MARQUETTE, MI 49855

Serial Number	Equipment Description
---------------	-----------------------

Item Number	Description	Quantity	Unit Price	Ext Price
SVPARTS	MAN E0836LE302 Long Block Engine	1.00	\$29,900.00	\$29,900.00
SERVICECHARGE	Labor charges two technicians	1.00	\$11,440.00	\$11,440.00
SERVICECHARGE	Technician Travel and Expenses	1.00	\$5,620.00	\$5,620.00
KP-LFG40-55	Landfill Gas Oil, 55g Drum	1.00	\$1,139.68	\$1,139.68
KPP51.05501.7160	Oil Filter	1.00	\$12.50	\$12.50
FREIGHTIN	Incoming Freight	1.00	\$4,150.00	\$4,150.00
KPP51.09901.0059	Gasket, Turbocharger	1.00	\$23.30	\$23.30
KPP06.56631.0235	Turbo Cooling Line Seal	3.00	\$2.20	\$6.60
KPP51.96501.0641	Oil Return Line Seal	2.00	\$10.35	\$20.70
MOTB432BEX6B147	Spark plug w/Euro Coil Connect Lead 14"	6.00	\$186.35	\$1,118.10
KPP51.09100.7654	Turbocharger	1.00	\$1,075.96	\$1,075.96
KPP51.05904.0139	Oil Sump Seal	1.00	\$33.88	\$33.88
SVPARTS	51.05703.5326 Oil Suction Line	1.00	\$276.31	\$276.31
KPP51.05903.0024	Gasket, Oil Suction Line	1.00	\$2.84	\$2.84
SUBTOTAL				\$54,819.87
Taxes				\$0.00
TOTAL				\$54,819.87

Notes

Kraft Power will provide two technicians to remove the unrepairable engine and replace with a new OEM long block engine. Kraft technicians will remove components from the original engine to put onto the new engine, such as the ignition system, starter, and coolant hoses. Upon completion of the new engine installation, the technicians will work with site personnel to start up, load and tune the new engine. We have quoted this with four ten hour days, plus travel and expenses.

Agreement:

The following quote is a list of parts and service necessary to perform repairs that our technician identified during a recent service inspection.

This price is based on completing the work during normal working hours unless otherwise noted above. All work is subject to Kraft Power Corporation General Terms and Conditions. This quote is valid for thirty (30) days from the above date. Please sign and return by fax to (989) 748-4042, to authorize the work to proceed.

We appreciate the opportunity to be of service to you. Please feel free to contact us at (989) 748-4040, with any questions or to discuss any scheduling preferences.

Accepted by _____ Day of _____ 2023

City of Marquette, MI

PO # (if used) _____

KRAFT POWER CORPORATION GENERAL TERMS AND CONDITIONS

1.0 Summary. These General Terms and Conditions are between Kraft Power Corporation ("Kraft Power") having a mailing address of 199 Wildwood Avenue, Woburn MA 01801-2024 (fax number 781 933 7812) and the individual, company, firm or corporation identified on the associated invoice, contract or as set forth below ("Customer", "You" or "Your"). The purpose of these General Terms and Conditions is to set forth the general terms and conditions that will apply to all services performed by Kraft Power for the Customer and all goods sold by Kraft Power to the Customer. Specific terms and conditions on which such services and products will be provided may be set forth on separate agreements, written proposals, quotations, etc. (each hereinafter referred to as a "Related Agreement"). The provisions of these General Terms and Conditions shall be incorporated into each of these Related Agreements and govern all understandings between the parties unless otherwise expressly set forth in a Related Agreement. In the event of a specific conflict between the provisions of these General Terms and Conditions and the express provisions of any Related Agreement, the provisions of the Related Agreement shall control, except for Section 3.0, "Limited Warranty Statement", which shall be controlled by these General Terms and Conditions, unless amended in writing and signed by authorized personnel of Kraft Power.

2.0 Payment Terms. All charges are due and payable in accordance with the credit terms set forth on Kraft Power's invoice. If the Customer delays delivery from the agreed upon date, payment terms shall take effect on the date Kraft Power is prepared to make shipment. The failure of Customer to make any payments required by this Agreement or under any Related Agreement shall be considered an event of default and, without limiting Kraft Power's remedies at law or under this Agreement, shall entitle Kraft Power to suspend or terminate the services or products provided to Customer under all Related Agreements.

2.1 Recoverable Costs & Expenses. All actual or estimated costs and expenses that are directly related to the services performed will be disclosed in advance and reimbursed to Kraft Power. These may include, but not be limited to, airfare, hotel accommodations, tolls, business meals, parking, miscellaneous travel expenses, taxes, courier charges, express mailing, mileage round-trip from Kraft Power's service location or shipping point, and all other out-of-pocket expenses.

2.2 Finance Charges, Collection Costs and Expenses. All bills not paid within thirty days (30) of invoice due date will be assessed a late charge of 1.5% per month (18% per annum) on the unpaid balance until paid in full. In the event that Kraft Power brings any proceeding to collect amounts owed, Kraft Power shall be entitled to recover the costs and expenses (including but not limited to its filing fees, witness fees and reasonable legal fees) incurred in collecting such amounts.

2.3 Storage. If, for any reason beyond Kraft Power's control, including Customer's failure to give shipping instructions, the goods are not shipped after notification has been made to the Customer or its agent that they are ready for shipping, Kraft Power may store the goods at the Customer's risk and expense. The Customer shall pay all handling, transportation, storage and insurance cost at the prevailing commercial rates.

2.4 Credit Approval. Shipments, deliveries and performance of work shall at all times be subject to the approval of Kraft Power. Kraft Power may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Kraft Power.

2.5 Cancellation. Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without Kraft Power's written consent, which shall be in Kraft Power's sole discretion and then only upon agreement to compensate Kraft Power for all losses caused by such cancellation or changes.

2.6 Return Merchandise:

- Electrical parts/components are not returnable.
- Kraft Power reserves the right to charge a restocking charge for returned merchandise that it determines in its sole discretion is reasonable.
- Prior written authorization is required before returning merchandise. All merchandise must be returned prepaid to Kraft Power's designated outlet, unless otherwise instructed when the authorization is granted.
- Kraft Power reserves the right to deny authorization for return for any items in its sole discretion.
- Kraft Power reserves the right to refuse unauthorized returns.
- All claims on returned goods must be made within thirty (30) days from shipment and accompanied by receipt on which original delivery was made.
- In cases where Kraft Power sells a product on an "exchange" basis, a "core charge" is payable by the Customer if an acceptable "core" is not returned to Kraft Power, freight prepaid by Customer, within thirty days after shipment of the exchange product. Kraft Power reserves the right to determine if the "core" is "acceptable" (i.e.; reasonably and economically suitable for repair and resale).

2.7 Force Majeure. Kraft Power shall not be liable in any way for any default or delay due to contingencies beyond its control, or the control of its suppliers or subcontractors, which prevents or interferes with Kraft Power making delivery or performing services on the date specified, including but not limited to war, or restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, floods, droughts and any other contingency affecting Kraft Power, its suppliers, or subcontractors; and Kraft Power shall have the right to cancel a contract for services or cancel a contract of sale or to extend the shipping date in the event that one or more of such contingencies prevent or delay shipments. In the event of delayed or extended shipping dates due to the above causes, and the Customer changes shipping instructions, any additional shipping charges shall be paid by the Customer as a part of the purchase price.

2.8 Third Party Vendors. Kraft Power may from time to time refer the Customer to third party vendors for specific products or services. These vendors are not Kraft Power's subcontractors. It is the Customer's responsibility to select and negotiate the terms and conditions of the Customer's business with them. Kraft Power will not be responsible for their products or services.

2.9 Taxes. In addition to all other amounts payable under this Agreement or under a Related Agreement, the Customer shall pay all United States and foreign sales, use, value added, and other taxes and duties, of whatever nature, federal, state, provincial or otherwise (herein "taxes"), which are levied or imposed by reason of this Agreement or any of the Services or products purchased from Kraft Power. The Customer shall promptly pay Kraft Power for any such Taxes paid by Kraft Power on behalf of the Customer or which are required to be collected and paid by Kraft Power. Kraft Power may bill the Customer separately for such Taxes.

2.10 General:

- Any claims for shortages or deductions for erroneous charges must be made in writing within thirty days after receipt of goods or services or shall be deemed waived.
- All manufacturer's names, numbers, symbols and descriptions are used for reference purposes only, and it is not implied that any part listed is the product of these manufacturers.
- All clerical errors on the part of Kraft Power are subject to corrections.
- Prices are subject to change without notice.
- Unless otherwise stated, prices are FOB point of manufacture.
- Delivery dates may be quoted by Kraft Power. Such dates are estimates only and in no event shall such dates be construed as falling within the meaning of "time is of the essence".

2.11.A No Hire Clause. During the term of any Related Agreement under which Kraft Power is providing products or services, and for a period of one (1) year thereafter, the Customer and its affiliates will not (a) employ or hire, nor engage as a consultant, or subcontractor, any employee or subcontractor of Kraft Power, nor any of its affiliates, (b) solicit any employee or subcontractor of Kraft Power or any of its affiliates to become an employee of, or consultant or subcontractor to Customer or any of its affiliates, nor (c) recommend or suggest to any other person or entity that it so solicit, employ, hire, or engage any such employee or subcontractor. In the event of any breach of the foregoing provisions, Kraft Power shall be entitled to be paid, on demand, as liquidated damages and not as penalty, an amount equal to the annualized base salary and other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment with Kraft Power or its affiliate. It is agreed that the amount of damages, which would be suffered because of a breach of the foregoing provisions of this Section, would be difficult to measure and that such payment amount constitutes reasonable liquidated damages for such a breach.

2.11.B Governing Law and Jurisdiction. These General Terms and Conditions and each Related Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions. The United Nations Convention on the International Sale of Goods shall not apply to these General Terms and Conditions or any Related Agreement. All legal action shall be brought in the Commonwealth of Massachusetts.

2.12 Assignment and Transfer. Except as otherwise provided in any Related Agreement, these General Terms and Conditions and any Related Agreement may be assigned or transferred by either party and shall be binding upon and for the benefit of Kraft Power and the Customer, as well as the Customer's and Kraft Power's respective legal representatives, successors and assigns.

2.13 Invalid Provisions. These General Terms and Conditions and any Related Agreement shall be valid, and enforced to the fullest extent permitted by law. If any term, condition, or provision of these General Terms and Conditions or any Related Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, then such term, condition, or provision shall be curtailed and limited to the extent necessary to bring it within the legal requirements of the remainder of these General Terms and Conditions, or Related Agreement, and the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.14 Entire Agreement, Modification. These General Terms and Conditions and any Related Agreements constitute the entire agreement between Kraft Power and the Customer with respect to the subject matter thereof, superseding all previous communications and negotiations, whether written or oral. No modification of these General Terms and Conditions or any Related Agreement shall be binding unless it is in writing and executed by authorized representatives of Kraft Power and the Customer.

2.15 Notices. Any written notice or other written communication to a party under these General Terms & Conditions or any Related Agreement shall be delivered personally, sent by fax, or sent by express carrier for next business day delivery or by United States registered or certified mail, freight or postage prepaid. Notices shall be sent to a party's address or fax number set forth at the beginning of this agreement or such other address or fax number as such party may specify in writing and shall be effective upon receipt.

2.16 Waiver of Failure to Act. The waiver or failure of either party to exercise in any respect any right provided for such party in these General Terms and Conditions or any Related Agreement shall not be deemed a waiver of any further right hereunder.

2.17 Third Party Beneficiaries. These General Terms and Conditions and any Related Agreement shall not be deemed to create any rights in any third parties (excepting only Kraft Power's affiliates), including suppliers and customers of a party, or to create any obligations of a party to any such third parties.

2.18 Affiliate. As used in these General Terms and Conditions or in any Related Agreement, an "affiliate" of a party means a third party that directly or indirectly (by the ownership of voting securities, contract or otherwise) controls, is controlled by, or is under the common control with, such party.

2.19 Security Interest. Customer hereby grants Kraft Power a purchase money security interest and lien on any and all of Customer's right, title and interest in any goods sold hereunder wherever located, and all replacements or proceeds of the same, until the invoice for the subject goods is paid in full, including any late charges and costs of collection. Kraft Power shall be entitled to take such action as may be necessary to perfect such security interest in accordance with the provisions of the Uniform Commercial Code. In the event of a default by Customer of any of its payment obligations hereunder, Kraft Power shall be entitled to any of the rights and remedies provided by law. So long as any amounts shall be owed to Kraft Power, Customer will not change its name, principal place of business, or state of incorporation without prior written notice to Kraft Power. Customer shall at its expense protect and defend Kraft Power's rights against all persons claiming against or through Customer at all times keeping the goods sold hereunder free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Kraft Power immediate written notice thereof and shall indemnify and hold Kraft Power harmless from any loss caused thereby.

3.0 LIMITED WARRANTY STATEMENT

Kraft Power makes no express or implied warranties including without limitation, implied warranties of merchantability and fitness for particular purpose on equipment or devices obtained from a manufacturer. There are no warranties which extend beyond the terms and conditions stated herein. Furthermore, there are no warranties that extend beyond the description on the face hereof or contained in the Related Agreements. Kraft Power does not warrant, either expressly or impliedly, any equipment, parts, or devices. The Customer's sole remedy is the warranty of the manufacturer. At the Customer's request, Kraft Power may furnish specific manufacturer's express limited warranty policies. The Customer accepts the goods sold "as is" and "with all faults" except as provided by the warranty of the manufacturer of the goods sold.

Kraft Power may provide technical information or advice to assist the Customer in the proper application and utilization of equipment or systems, in which case Kraft Power disclaims all warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose, or compliance with governmental regulations.

SOLE IMPLIED WARRANTY BY KRAFT POWER. Kraft Power warrants that for ninety days beginning on the date of invoice, service labor by Kraft Power technicians shall be free from defects in workmanship. This warranty does not cover damage due to external causes including accident, abuse, misuse, problems with electrical power, servicing not authorized by Kraft Power, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Kraft Power. This warranty does not cover replacement or repair of materials due to normal wear. Kraft Power's responsibility is limited to repair or replacement at its designated facility, in which case the decision shall be in the sole judgment of Kraft Power. Unless otherwise expressly stated in the scope of work to be performed, Kraft Power makes no representation or warranty regarding Your equipment's compliance with governmental regulations.

IN NO EVENT SHALL KRAFT POWER BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, REVENUE OR PROFITS, FEES OR FINES), EVEN IF KRAFT POWER HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.

Kraft Power's cumulative liability for all losses and damages under these General Terms and Conditions or under any of the Related Agreements (including, without limitation, those arising out of contract tort (including negligence), strict liability, warranty, or other theory of liability) shall not exceed (a) in the case of any services provided or to be provided by Kraft Power, the amount of the fees payable by Customer for such services under the applicable Related Agreement, and (b) in the case of any products or devices provided or to be provided by Kraft Power, the amount of Kraft Power's labor services associated with the product sale.

Kraft Power does not accept liability beyond the remedies set forth in this warranty statement or liability for incidental or consequential damages, including without limitation any other liability. Kraft Power makes no express warranties beyond those stated in this warranty statement. Furthermore, no personnel of Kraft Power are authorized to make warranties of any nature, orally or otherwise. All additional warranties must be in writing and signed by authorized personnel of Kraft Power in order to be binding upon Kraft Power.

4.0 Indemnification. Customer shall save harmless, indemnify, and at Kraft Power's option, defend Kraft Power, and or persons in Kraft Power's control, if any, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any kind and every kind and nature arising or growing out of or in any way connected with Kraft Power's performance in connection with this Agreement or any Related Agreement.

5.0 Waiver of Subrogation. Customer and all parties claiming to be related to Customer hereby agree to release and discharge Kraft Power from all claims and or liabilities arising from or caused by any casualty or hazard which may arise out of or in connection with activities associated with Kraft Power's work on equipment or premises as specified by the attached documents, and Customer agrees to waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and further agree to evidence such waiver as may be required by Customers' insurance policies.

6.0 Acknowledgment. Customer acknowledges that it engages in the conduct of trade or commerce. Customer acknowledges that this transaction is a business to business transaction and is not for personal services or for personal goods sold or delivered to a consumer.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote

Downtown Development Authority Operating and Maintenance Agreement

BACKGROUND:

The current Operating and Maintenance Agreement between the Downtown Development Authority (DDA) and the City of Marquette expires on Sept. 30, 2023. Renewal of this Agreement is required in order for the DDA to continue to function. The proposed Agreement (attached) has been negotiated with City and DDA staff, and reviewed and approved as to form by the City Attorney.

Notable changes incorporated within this renewal Agreement include: the DDA will now pay for all on-street parking space markings, the DDA will maintain the new "Pier Lot" at the end of E. Baraga Ave. adjacent to One Marquette Place, and a fuel depot agreement.

This agreement was approved by the DDA Board of Directors at their Sept. 14, 2023 regular meeting.

FISCAL EFFECT:

As outlined in the proposed Agreement.

RECOMMENDATION:

Approve the Agreement between the City and the Downtown Development Authority for the period Oct. 1, 2023 - Sept. 30, 2028, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement

Operating and Maintenance Agreement between The City of Marquette and the Downtown Development Authority for the Downtown Development Authority District

This agreement, made as of the _____ day of _____, 2023, by and between the City of Marquette (the City), and the Downtown Development Authority (DDA).

WHEREAS, the City of Marquette has an interest in supporting and promoting the enhancement and viability of the Downtown District; and,

WHEREAS, the DDA by legislation (Act 197, Public Acts of Michigan of 1975 and ratified by Marquette City Ordinance Number 298, 1976), is charged with the responsibility for both economic development and the correction and prevention of deterioration in the Downtown District; and,

WHEREAS, cultivating a positive image and impression of downtown is fundamental to the continued health and vitality of the Downtown District; and as part of that process the DDA has an interest in providing the optimum use of parking facilities within the Downtown District while providing a safe, secure and aesthetically pleasing downtown.

NOW, THEREFORE, in consideration of the mutual obligations herein stated it is mutually agreed by and between both parties as follows:

Article I – Operating Policies

Section 1.1 Property Defined

The DDA District in this agreement will be considered to be that as defined by the City of Marquette establishing and designating the boundaries of the Downtown District.

DDA District property includes sidewalks, pedestrian linkages, Marquette Commons and parking facilities.

Parking facilities are specified in Exhibit A and B of this agreement and shall include the Bluff Street Parking Structure; the structure, attached elevator and stair towers, pedestrian ways and the adjacent alleys should be considered as one; the Pier Lot and Baraga Street extension parking lot and access road; and any other future lots to be agreed upon mutually by both parties.

Section 1.2 Accounting Services

The DDA will provide all administrative functions to collect rents for the parking lots and metered street parking as defined in Section 1.1. All fiscal, accounting and reporting procedures shall be in compliance with Generally Accepted Accounting Principles and as required by the City of Marquette and the State of Michigan. The DDA will include actual revenue generated by parking operations as a component of the annual report submitted to the City Commission. All revenues obtained through parking rentals shall be applied toward operations, maintenance and replacement expenses and for no other purpose.

Section 1.3 Budget

The DDA shall prepare an annual budget for the operation and maintenance of all parking lots, and other areas of the district as defined in this agreement. The budget will be submitted to the City Commission for approval prior to the beginning of each fiscal year.

Section 1.4 Parking Space Rental

The DDA will be the point of public contact for space rental and collection of fees and will advertise the availability of spaces in all parking facilities.

Section 1.5 Enforcement

The DDA shall determine the parking regulation, rental rates and number of parking spaces. The DDA shall submit regulations to the City for proper action to allow enforcement. The City will enforce parking regulations, and the City will retain such fines as generated.

Article II – Term of the Agreement

Section 2.1 Terms

This agreement shall be in effect on the date first mentioned herein and shall remain in effect through Sept. 30, 2028.

Section 2.2 Option to Renew

The City does hereby grant to the DDA the right and the option to renew this agreement, contingent upon acceptance by the DDA and the City Commission, and subject to the following terms and conditions:

- A) That this agreement is in force and effect, and has not been cancelled or terminated;

- B) That an annual performance evaluation will be made by the City Manager or designee to ensure that no default in the performance of any terms, covenants, and conditions herein contained exists on the DDA's part at the time of renewal;
- C) That written notice of the DDA's desire to exercise the option to renew this agreement be given in writing to the City Manager not later than sixty (60) days prior to the expiration of the term of this agreement;
- D) That the renewal agreement shall supersede in all respects this agreement. The terms of the renewal agreement, which may differ from the terms of this agreement, are subject to negotiation between the parties and approval by the City Commission and the DDA Board.

Section 2.3 Consideration

In consideration, the DDA will retain the following revenues for the period Oct. 1, 2023 – September 30, 2028:

- 100% of all parking meter revenues.
- 100% of all parking space rentals.

Article III – Operation of the Parking Facilities

Section 3.1 Parking Management

The DDA agrees to manage and operate the parking facilities in a professional and businesslike manner, and on a non-discriminatory basis consistent with the provisions of this agreement.

The DDA will assume operational management for parking facilities within the Downtown District to include administration, establishment of parking rates, number of spaces and other such functions necessary to effectively manage the parking system within the district; however, this shall not include any already-existing agreements to which the City is party.

The DDA shall submit suggested changes to regulations, rates and rules to the City Manager for approval to allow for proper enforcement.

Article IV – Maintenance and Repair

Section 4.1 Infrastructure Maintenance

It is understood that over time appurtenances of the right-of-way including pavement, curbing, sidewalks and utilities will deteriorate and need to be replaced. All such reconstruction projects shall be part of a Capital

Improvement Plan (CIP) for the DDA district. The DDA shall submit their six-year CIP to the City for incorporation into the City's CIP. The DDA and City shall have input for this planning process per the City Capital Improvement Plan Policy. The City and/or DDA may engage with the public and outside consultants for the planning and conceptual design of said projects. All design of said projects shall be completed by the City Engineering Department unless special circumstances such as availability or specialized design dictate otherwise. Said designs shall not be altered without the written consent of the City Engineer or his/her designee. All projects are subject to the City planning and bidding process which will be carried out by the City Engineering Department. Additionally, the following terms shall apply to all right-of-way reconstruction projects:

- a. The City Arborist shall advance a street tree plan based upon adopted planning documents and urban forestry principles that will be adhered to.
- b. The cost of the Engineering Design shall be paid by the City unless design dictates otherwise.
- c. The cost of constructing the projects shall be divided into standard street reconstruction work and enhancement work. Standard items shall include but are not limited to sidewalk, curbing, and pavement. Enhancement items shall include but are not limited to trees and tree grates, fountains, litter barrels, benches, bike racks and stamped or colored concrete. In cases where a standard item is being enhanced the City shall pay the cost of the standard item and the DDA shall pay the difference for the enhancement. The cost of design shall be paid by the City unless design and construction dictate otherwise.
- d. Exceptions:
 - i. All water, storm water and sanitary sewer design and construction will be the responsibility of the City.
 - ii. All regulatory and warning traffic signing will be the responsibility of the City. Informational signing will be placed by the City and paid for by the party requesting the signage.
 - iii. All off-street and on-street traffic markings for parking shall be the financial responsibility of the DDA. The markings may be placed by the Public Works Department or contracted out.

Section 4.2 Parking Facilities Maintenance

The DDA assumes the full and sole responsibility for the condition, repair, maintenance and operation of all facilities pursuant to this agreement including all fixtures, and all electrical, mechanical, drainage, landscaping and pavement and other systems. The DDA will be responsible for services which

include, but may not be limited to, snow plowing, ice control, snow removal, sweeping, debris removal, signage, pavement markings and pavement maintenance. The DDA will assume the responsibility of parking lot resurfacing or reconstruction for all lots and ramps owned by the City and managed by the DDA.

The DDA shall be responsible for the operation and maintenance of all parking meters and associated infrastructure.

Section 4.3 Sidewalks and Pedestrian Linkages

The DDA will provide maintenance functions for all sidewalks and pedestrian linkages within the defined boundaries of the DDA District, as not otherwise provided for by written agreement. Specific services will include all snow removal, sweeping and debris collection/removal, except as outlined in Section 4.7.

Section 4.4 Repairs and Replacements

Upon receipt of notice from the City that it reasonably deems repairs or replacements to the parking facilities necessary to fulfill the obligations of the DDA under this agreement, and specifying in detail the kind of, extent of and timing of such repairs or delays, the DDA shall cause the same to be accomplished.

Section 4.5 Alterations

The DDA shall have the right to make non-structural additions, modifications, deletions and improvements to the parking facilities. The cost of such alterations shall be paid by the DDA. The DDA shall not make any structural alterations, modifications or additions to the Parking Structure without prior consent of the City.

Section 4.6 Equipment Maintenance and Cost of Fuel

The City may provide maintenance services to DDA equipment and shall bill the DDA for the actual costs thereof. The City may provide fuel to the DDA and shall bill the DDA for the actual cost thereof plus operation, maintenance and replacement surcharge as defined in separate fuel agreement.

Section 4.7 Snow Plowing and Snow Hauling of Streets and Parking Lots/Ramps

The City will provide snow plowing of all City streets. The DDA or its contractor will provide all snow plowing of all parking lots owned by the City or the DDA. The City will provide reasonable snow hauling from public streets and sidewalks within the district at dates to be determined by the Director of Public Works and the DDA Executive Director.

Section 4.8 Green Spaces

The DDA will provide maintenance, mowing, trimming, planting and care of all green spaces, shrubs and irrigation systems within the district, as not otherwise provided for by written agreement.

Section 4.9 Signage

The City will provide sign and sign post installation, repair, replacement and removal in the district, in accordance with City of Marquette and MUTCD specifications for traffic & parking, whether regulatory, directional or informational. The DDA will be charged actual costs for those services. The DDA may perform its own maintenance to informational signing located outside of the right-of-way. The DDA shall be responsible for all installation, repair, replacement and removal of parking meters. The DDA will provide the installation and removal of holiday decorations and banners for community events.

Article V - General

Section 5.1 Insurance

The DDA has insurance coverage through the Michigan Municipal League Liability & Property Pool (Contract No. MML166320100) in coverage and amounts acceptable to the City, which the DDA shall maintain in force and effect throughout the term of this agreement.

Section 5.2 Compliance with Laws

The DDA shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental authorities, boards, and commissions and departments thereof, which are applicable to the maintenance, operation, use and occupancy of the parking facilities.

Section 5.3 Assignment and Subletting

This agreement shall not be assigned, nor any sublease entered into by the DDA, without the prior written consent of the City, which may be refused at any time, for any reason.

Section 5.4 Payment

The DDA Executive Director and the City's Director of Public Works may work cooperatively to determine the terms and reimbursement for services not included in this agreement. This may include, but is not limited to, snow hauling, snow plowing of sidewalks/lots/ramps, and other maintenance items. Payment may include actual costs and/or in-kind services, as agreed by both parties.

All services rendered by either party shall be invoiced on a monthly basis with payment in full being due no later than 45 days of the date of invoice.

Section 5.5 Termination

In the event either party is in material default of this agreement, and said default continues without being cured by the defaulting party for a period of 10 days after receiving written notice of the default, the non-defaulting party may terminate this agreement effective upon providing written notice of termination. In the event of termination of this agreement by default or expiration of the term, the DDA shall turn over to the City all books and records, or funds, if applicable, which it holds under this agreement and the City shall be responsible only for paying a prorated portion of the fees owed, if any, only for the services actually performed. Nothing in this agreement shall prohibit or restrict the City from exercising all lawful rights, such as the right to immediate and complete possession and control of the district at any time.

Section 5.6 Execution

The parties hereto have caused this agreement to be executed by their duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this document on the date set forth above.

CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor Date

By: _____
Kyle Whitney, Clerk Date

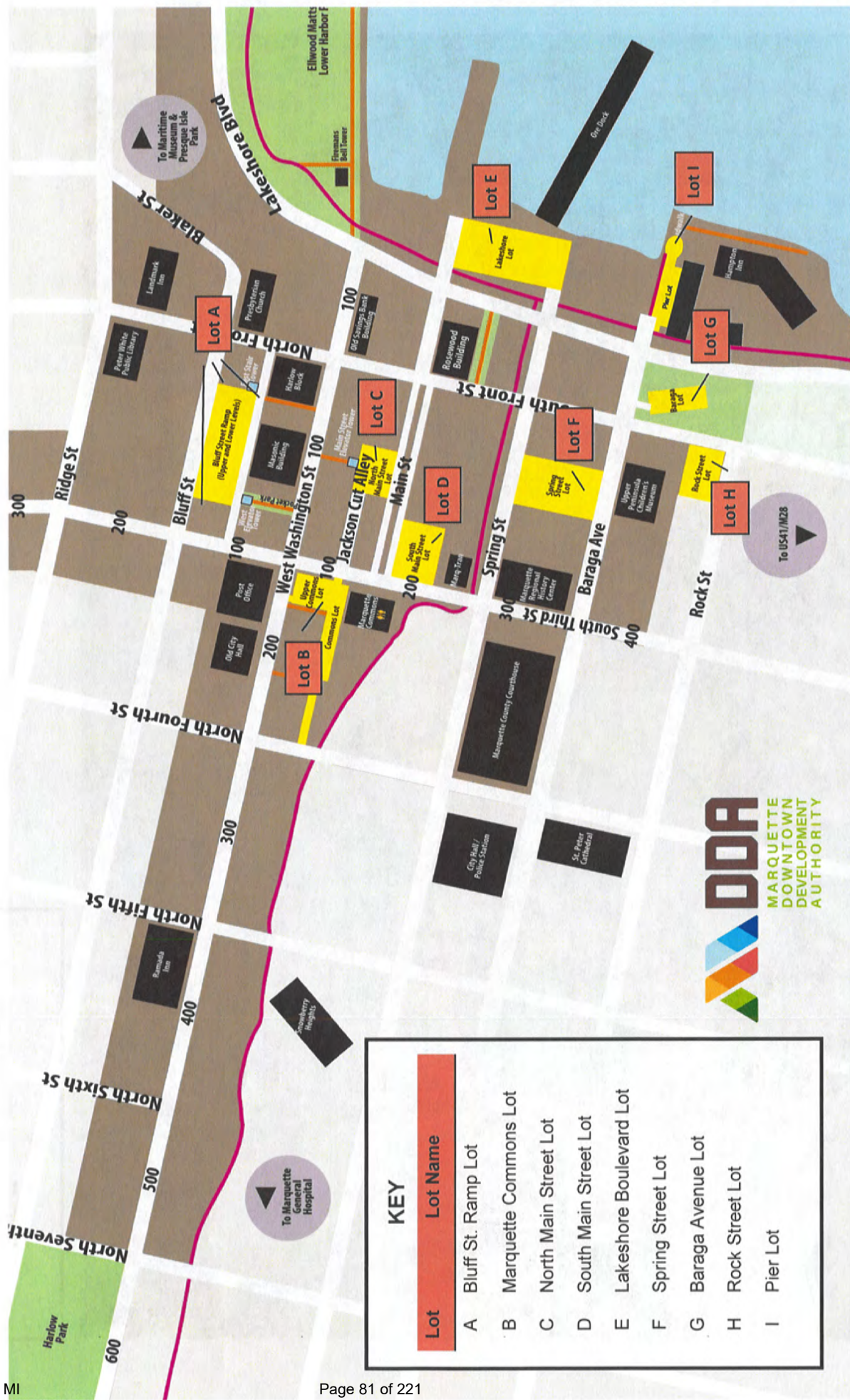
DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MARQUETTE

By: Nichole Durley-Rust 9/14/2023
Nichole Durley-Rust, Chair Date

By: Tara Laase-McKinney 9/14/2023
Tara Laase-McKinney, Executive Director

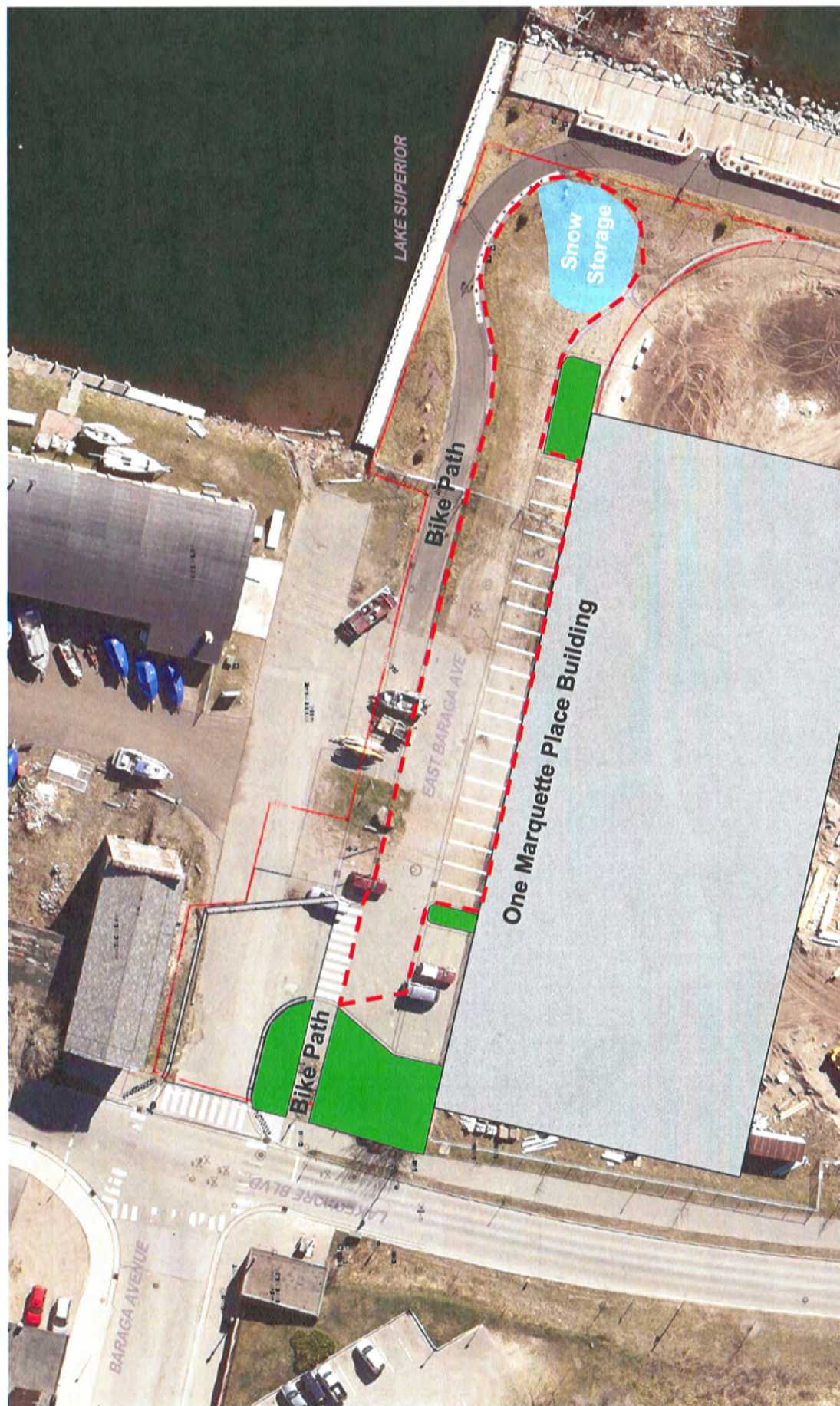
Date

Exhibit A DDA Parking facilities



Lot	Lot Name
A	Bluff St. Ramp Lot
B	Marquette Commons Lot
C	North Main Street Lot
D	South Main Street Lot
E	Lakeshore Boulevard Lot
F	Spring Street Lot
G	Baraga Avenue Lot
H	Rock Street Lot
I	Pier Lot

Exhibit B



KEY	
	Area to be cleared by snow removal contractor
	Green space
	Snow Storage area

FUEL DEPOT AGREEMENT

This AGREEMENT entered into this ____ day of _____, 2023 between the City of Marquette, a Municipal Corporation, of 300 West Baraga Avenue, Marquette, Michigan 49855, "CITY", and Downtown Development Authority, 337 W. Washington St., Marquette, Michigan 49855, "DDA".

WITNESSETH:

WHEREAS, the CITY is operating a fuel depot as part of the Municipal Service Center, 1100 Wright Street, Marquette, Michigan, access provided off of Sugarloaf Avenue and;

WHEREAS, the CITY is willing to contract with additional government users to assist in the operation and maintenance costs associated with the fuel depot, and;

WHEREAS, DDA desires to be a user of the fuel depot;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. The CITY will provide access to the Municipal Service Center Fuel Depot, 1100 Wright Street, Marquette, Michigan, on a 24 hour basis. Users are encouraged to avoid refueling between the hours of 6:00 a.m. – 7:30 a.m. and 1:30 p.m. – 3:00 p.m., as this is peak refueling hours for large fleet equipment.
2. DDA may purchase fuel from the depot at a price equal to the CITY'S cost plus a surcharge cost of 22 cents per gallon.
 - a. The CITY will be responsible for the operation and routine maintenance of the Fuel Depot, including, but not limited to: ordering and monitoring fuel and fuel additives, tank registration and inspections, cleaning, lighting, sweeping, routine maintenance and repair, and snow removal. All users will pay 6 cents per gallon for these operating costs which are included in the surcharge.
 - b. The CITY will maintain a separate Replacement/Reserve Fund with 15 cents per gallon (included in the surcharge) for all fuel dispensed from the fuel depot to be placed in the fund. The Replacement/Reserve Fund will be used for capital improvements/replacements for the depot costing in excess of \$1,000.00. All users will pay 15 cents per gallon for these costs which are included in the surcharge.
 - c. DDA will be charged 1 cent per gallon to help defray the debt service on the fuel depot and is included in this surcharge. All users will pay 1 cent per gallon for these costs which are included in the surcharge.

3. The CITY will invoice DDA for fuel consumed on a monthly basis with payment to be made within 45 days of date of invoice.
4. The Fuel Depot is equipped with a Fuel Force key guard system designed to provide the optimum in security and accessibility. The cost of the individual keys required to activate the system will be approximately \$20.00 each, said cost to be borne by DDA. The Fuel Force key guard system will generate a monthly report providing the users with information including vehicle number, operator identification, mileage on vehicle at time of fueling, miles per gallon, and cost per mile. The City will supply this report to DDA with the monthly invoice.
5. Indemnification: DDA agrees to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys fees and cost of defense) to the extent caused by DDA's negligent acts, errors, or omissions in the performance of the activities authorized by this Fuel Depot Agreement and those of any parties for whom DDA is legally liable.
6. Insurance: DDA shall provide City with certificates of insurance showing insurance coverage as noted below.
 - a. Workers Compensation coverage according to any applicable statute, including employers liability coverage with \$500,000 limit per accident.
 - b. Comprehensive General Liability including contractual coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate bodily injury and \$1,000,000 aggregate property damage or \$1,000,000 Combined Single Limit.
 - c. Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles with limits of \$1,000,000 per person, \$1,000,000 per accident bodily injury and \$1,000,000 property damage or \$1,000,000 Combined Single Limit.

Insurance policies b. and c. shall also state that the coverage afforded will not be cancelled, limited, or allowed to expire until after 30 days written notice has been given to the City. DDA shall maintain this coverage at all times during the performance of this agreement.

City will be named an additional insurance on DDA's insurance policies for general liability and automobile liability in the amounts listed in b. and c. above, and DDA's policies will be on an "occurrence" and not on a "claims made" basis. DDA Will file with City on or before the commencement of refueling and at least ten (10) days before the expiration date of expiring policies, such copies of either current policies and certificates or other proofs, as may reasonably be required to establish DDA's insurance coverage in effect from time to time.

7. Compliance: DDA agrees to comply with all laws, ordinances and rules of the City of Marquette, the State of Michigan, and the United States, applicable to

the use of said described facilities and to pay all taxes imposed by the law in connection with its use and occupancy thereof.

8. Term of Agreement: The initial term of this agreement shall be for one year commencing on July 1, 2023 and expiring on June 30, 2028.
9. City's Right to Terminate Agreement: Either part may terminate this agreement at any time during this term upon providing 30 days written notice to the other. Additionally, should DDA neglect or fail to perform any provision of the Agreement, the City, may immediately, upon written notice to DDA, terminate this Agreement.
10. Integration: This agreement represents the entire understanding between the parties hereto and may not be amended, except in the subsequent writing that is signed by both parties hereto.

In witness whereof, the parties have executed this agreement as of the date above written.

Tara Laase-McKinney
Tara Laase-McKinney
Executive Director

9/14/2023
Date

CITY OF MARQUETTE

Witness

Cody O. Mayer, Mayor

Witness

Kyle Whitney, City Clerk

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2023

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

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

PRODUCER	CONTACT NAME: Sarah Niemela
Vast	PHONE (A/C, No, Ext): (906) 228-7500
300 South Front Street	FAX (A/C, No): (906) 228-5385
	E-MAIL ADDRESS: sarahn@vastsolution.com
Marquette MI 49855	INSURER(S) AFFORDING COVERAGE
	INSURER A: Accident Fund General Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2391222545 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMPI/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP 100070131	11/05/2022	11/05/2023	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

All coverages are subject to insurance policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Marquette 300 W. Baraga Ave. Marquette MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

Additional Interests Endorsement Schedule for the Marquette Downtown Development Authority Endorsement Effective as of 8/10/2023

Marquette Downtown Development Authority
337 W. Washington St.,
Marquette, MI 49855

Policy #: MML166320110

Effective From: 1/19/2023 to 1/19/2024

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

Status	Additional Interest's Name
--------	----------------------------

Add	City Of Marquette
-----	-------------------

Coverage

General Liability

This is a Non-Premium-Bearing Endorsement.

All other Terms and Conditions remain the same.



Liability & Property Pool

LIABILITY ADDITIONAL INTEREST ENDORSEMENT

Contract Number: MML166320110 **Effective Date:** 8/10/2023

12:01 A.M. Standard Time

Pool Member: Marquette Downtown Development Authority

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage - MML200

Coverage as provided under the above is extended to the following person or organization solely as respects the interest shown. The inclusion of such additional interest shall not operate to increase the limit of the Pool's liability.

Name & Address	Interest
City Of Marquette 300 W. Baraga Ave. Marquette, MI 49855	Additional Insured solely with respect to: Fuel Depot Agreement, dated 7/1/2023 for the purposes of using Fuel Depot at 1100 Wright St., Marquette, MI on a 24 hour basis.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

MML208 (11/99)



Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

Marquette Downtown Development Authority

337 W. Washington St.,
Marquette, MI 49855

Coverage Afforded

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML166320110	1/19/2024	\$2,000,000
<u>Automobile Liability</u>	MML166320110	1/19/2024	\$2,000,000
<u>Other</u>			Bodily Injury and Property Damage Combined Single Limit

Description of Operations / Locations/ Vehicles:

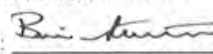
Certificate Holder Additional Insured solely with respect to: Fuel Depot Agreement, dated 7/1/2023 for the purposes of using Fuel Depot at 1100 Wright St, Marquette, MI on a 24 hour basis.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

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

Date Issued: 9/13/2023

By: 
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2023

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

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

PRODUCER	CONTACT NAME: Sarah Niemela
Vast	PHONE (A/C, No, Ext): (906) 228-7500
300 South Front Street	FAX (A/C, No): (906) 228-5385
	E-MAIL ADDRESS: sarahn@vastsolution.com
Marquette MI 49855	INSURER(S) AFFORDING COVERAGE
	INSURER A: Accident Fund General Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2391222545 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐						EACH OCCURRENCE \$
	DED ☐ RETENTION \$ ☐						AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	N/A	WCP 100070131	11/05/2022	11/05/2023	☒ PER STATUTE ☐ OTH-ER \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

All coverages are subject to insurance policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

City of Marquette
300 W. Baraga Ave.

Marquette MI 49855

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ACORD 25 (2016/03)

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote
Fresh Coast Film Festival - Special Event Permit

BACKGROUND:

Fresh Coast Film Festival requested a Special Event Permit for City Parks, Streets, Buildings and Grounds to use Mattson Lower Harbor Park for the Fresh Coast Film Festival October 19-21, 2023 and Presque Isle Pavilion on October 20, 2023 from 2:00 pm until 7:00 pm. Staff has worked with the City Attorney and festival organizers to develop the permit.

FISCAL EFFECT:

Fresh Coast Film Festival was approved for Promotional Funds credit totaling \$440 resulting in \$2,215 in general fund revenue plus miscellaneous charges.

RECOMMENDATION:

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with Fresh Coast Film Festival, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Permit
- ▣ Insurance

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

THIS AGREEMENT, made this _____ day of _____, 2023 between CITY OF MARQUETTE, a Municipal Corporation, of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and FRESH COAST FILM FESTIVAL, a Michigan corporation of 132 West Washington Street, Marquette, Michigan 49855, hereinafter referred to as "PERMITTEE".

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

WITNESSETH:

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

**MATTSON LOWER HARBOR PARK and
PRESQUE ISLE PAVILION**

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

Mattson Lower Harbor Park: from October 19, 2023 from 8:00 a.m. until October 21, 2023 11:00 p.m.; and

Presque Isle Pavilion: October 20, 2023 from 2:00 p.m. until 7:00 p.m.

- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.
- (4) Use. PERMITTEE may use and occupy the premises for:

"FRESH COAST FILM FESTIVAL"

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

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

Mattson Park	\$800 1st day
	\$690 2nd day
	\$615 3rd day
Presque Isle Pavilion	\$110/hour, and
	\$250 refundable deposit
Staging/stairs	\$20/section
Trash drum liners (@ current cost)\$	_____ **

****PERMITTEE** may pickup 55-gallon trash drums from the CITY for use during the event and must return the drums to the City no later than 5:00 p.m. the Monday immediately after the event ends.

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

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

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

- (a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.
- (b) the term of the Permit has expired;
- (c) PERMITTEE has fully performed the restoration and clean-up of the premises to an "as-is" or better condition as prior to the event; and
- (d) PERMITTEE has paid all fees set forth herein.

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

- (8) **Electrical Permits.** For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.
- (9) **All Utilities.** The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

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

- (10) **Reimbursement of Utility Costs.** PERMITTEE shall reimburse the CITY the sum of \$350.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.
- (11) **Signs.** PERMITTEE shall be entitled, at PERMITTEE'S own expense, to install signs and banners along the premises. Signs shall comply with the City of Marquette Land Development Code.
- (12) **Insurances.** CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL

RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

■ General Liability

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

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

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

■ Liquor Liability.

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

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

□ Motor Vehicle Liability

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

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

■ Food

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

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

■ Other insurance.

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

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

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

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

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

- (14) Right of Inspection and Access. The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) Compliance With Rules and Regulations. PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) Concessions. PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 11:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:

(a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.

(i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.

(ii) Proof that the fire extinguisher has been serviced within the last year is required.

(iii) The extinguisher shall be tagged with the date and service provider.

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

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

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

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

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

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

from 5:00 p.m. until 10:00 p.m. on October 20, 2023; and
from 5:00 p.m. until 10:00 p.m. on October 21, 2023.

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

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

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

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

_____.
- (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
- (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event.

- (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its “out-of-pocket” expenses which includes but is not limited to overtime of City employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.
- (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:
 - (a) Name and address of the owners of the tent or air supported structure.
 - (b) Date the fabric was last treated with flame resistant solution.
 - (c) Trade name of kind of chemical used in treatment.
 - (d) Name of person or firm treating the material.
 - (e) Name of testing agency and test standard by which the fabric was treated.

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

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

(c) All seating capacity and room arrangements shall be approved by the Fire Department.

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

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

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

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

PERMITTEE has permission to begin setting up on October 18, 2023 at 8:00 a.m. and must have all items removed from the park by 10:00 p.m. on October 24, 2023.

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

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

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

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

- (36) Entire Agreement. This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and

contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

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

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

CITY OF MARQUETTE

FRESH COAST FILM FESTIVAL

Cody O. Mayer, Mayor



By: Lizzie Corser
Its: Coordinator

Kyle Whitney, City Clerk

By:
Its:

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2023

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

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PRODUCER Vast 300 South Front Street Marquette MI 49855	CONTACT NAME: Sarah Niemela PHONE (A/C, No, Ext): (906) 228-7500 E-MAIL ADDRESS: sarahn@vastsolution.com FAX (A/C, No): (906) 228-5385
INSURER(S) AFFORDING COVERAGE	
INSURER A: West Bend Mutual	
NAIC # 15350	
INSURED Fresh Coast Film Festival 514 N. Third Street Marquette MI 49855	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 23-24**REVISION NUMBER:**

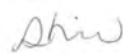
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		B453832	10/18/2023	10/24/2023	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 \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	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 \$
A	Liquor Liability			B453858	10/18/2023	10/24/2023	Aggregate \$1,000,000 Each Occurrence \$1,000,000

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

City of Marquette is additional insured in regards to the general liability per formCG 20 26 when signed agreement is in place. All coverages are subject to insurance policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Marquette 300 W. Baraga Ave Marquette MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote

Graveraet Parent Association Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of Graveraet Parent Association recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct their first fundraising raffle in November, and the Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the general date of the first proposed raffle, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:

None to the City.

RECOMMENDATION:

Adopt the resolution recognizing Graveraet Parent Association as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote **Lease for Temporary Public Art Sound Light Installation**

BACKGROUND:

The Marquette Public Art Commission has been seeking temporary interactive public art installations to be displayed during the winter months, and is recommending *Oscillation*, from CREOS, a Canadian-based company.

Oscillation is an all-inclusive, interactive installation that uses sight, sound, and movement to spark community activity and social interaction through play. The installation acts somewhat like a theremin, an unusual musical instrument that you can play without touching it. As you walk toward the piece, it plays different sounds and pitches depending on your distance from it. And as you move and dance around it, colors reflect and refract light in different ways based on your angle and position. *Oscillation* is made up of five parts that are deconstructed from a solid cube using a Voronoi algorithm. The crystal-like forms can be moved around and placed in a variety of formations. The result is a totally immersive experience that breaks down social barriers and fuels joyful conversations between strangers.

MPAC/City Arts and Culture, Marquette DDA and Travel Marquette have discussed a partnership and identified matching funds, agreeing that a four-week installation of *Oscillation* in downtown Marquette from December 10, 2024 through January 5, 2025 would have the biggest impact. The installation would be a part of a "Marquette Light Festival" that will be promoted by the three partners.

The cost for rental is \$46,463.62, with \$23,231.81 due upon execution of this agreement. Two payments of \$11,615.90 each are due on December 10, 2024 and January 5, 2025.

The FY 2023 public art budget includes \$10,000 for this installation. Because these payments span multiple fiscal years, the FY 23 budget will need to be amended to reflect the full expenditures of \$46,463.62. After the fifty percent payment in FY 23 is made, the remainder will be encumbered in FY 25. The City's Public Art Fund has sufficient balance to cover this expense. Additionally, the proposed FY 24 budget will be amended to reflect \$36,463.62 in revenue.

The DDA will be contributing \$5,000, and staff will be submitting a Michigan Council of Arts and Culture grant application for \$20,000 for the installation. Staff will also solicit sponsorships toward the installation. The Friends of Marquette Public Art has agreed to fundraise the difference between \$15,000 committed from the City and DDA after all grant awards and sponsorships have been realized.

The proposed lease agreement was introduced at the Commission's September 11 meeting and approved as recommended to move the lease agreement forward to the September 25 meeting.

FISCAL EFFECT:

The public art fund has sufficient balance to fund this expenditure.

RECOMMENDATION:

Approve the lease with CREOS Experts-Conseils Inc, a Canadian-Based Company, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ CREOS Contract

INSTALLATION RENTAL AGREEMENT

BETWEEN:

CREOS EXPERTS-CONSEILS INC, a corporation duly incorporated under the laws of the Province of Quebec, Canada, having its principal place of business at 1-1375, Marie-Victorin street, Saint-Bruno-de-Montarville, Quebec, J3V 6B7, Canada, hereinafter represented by **Benoît Lemieux**, a duly authorised representative as he so declares;

(Hereinafter called "Creos")

AND:

City of Marquette, having its principal place of business at City Hall, 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter represented by **Jonathan Stuart-Swenson**, a duly authorised representative as he so declares;

(Hereinafter called "Client")

(Creos and Client hereinafter called the "Parties" and each, individually, a "Party")

WHEREAS The Urban Conga owns the installation entitled **Oscillation** (the "Installation") and that Creos is allowed to rent and produce said Installation to third parties;

WHEREAS City of Marquette has expressed to Creos its interest in renting and presenting the Installation in **Marquette** from **December 10, 2024** until **January 5, 2025**, and that Creos has accepted;

IN CONSIDERATION of the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. OBJECT AND DATE OF COMING INTO FORCE

- 1.1. The preamble and the appendices form an integral part of this agreement (the "Agreement").
- 1.2. The Parties undertake to provide their respective services, expertise and products in order to produce in collaboration the Installation at **City of Marquette**, in order for it to be presented from **December 10, 2024** until **January 5, 2025**, in accordance with the project description included in Appendix D to this Agreement and with the production schedule included in Appendix B.

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2. BUDGET AND FINANCIAL STRUCTURE

- 2.1. Unless indicated otherwise, all monetary sums are in US dollars.
- 2.2. All monetary sums are calculated based on the exchange rate 1USD= 1.2997CAD.
- 2.3. As compensation for the rental and the presentation of the Installation in **Marquette**, Client will pay to CREOS upon presentation of invoice, the sum of **forty-six thousand, four hundred and sixty-three dollars sixty-two cents (US\$46,463.62)** in accordance with the following schedule:
- 2.3.1. **Twenty-three thousand, two hundred and thirty-one dollars eighty-one cents (US\$23,231.81)**, representing **fifty percent (50%)** of the total compensation, on the date of signature of this Agreement;
- 2.3.2. **Eleven thousand, six hundred and fifteen dollars ninety cents (US\$11,615.90)**, representing **twenty-five percent (25%)** of the total compensation, on **December 10, 2024**;
- 2.3.3. **Eleven thousand, six hundred and fifteen dollars ninety-one cents (US\$11,615.91)**, representing **twenty-five percent (25%)** of the total compensation, on **January 5, 2025**;

Prices exclude any sales and/or use taxes that may apply, such taxes being the sole responsibility of the Client. For further clarification, CREOS shall be solely responsible for CREOS's own taxes, withholdings, and the like, whereby CREOS warrants, represents, and agrees to file all appropriate tax documents on its own behalf. CREOS shall provide a completed W-8BEN-E form, and other required forms, upon Client's request.

The invoices shall be payable by bank transfer in the bank account of Creos.

Transit number:	13231
Institution (Banque Nationale du Canada):	006
Account:	0030468
Swift Code:	BNDCCAMMINT

Client certifies that no sum will be withheld for any amount due as per this Agreement.

- 2.4. All transportation costs are final and based on a delivery from Monday to Friday between 8am and 5pm. If there are any additional fees due to external circumstances outside of Creos control and its transportation company, all fees will be charged to the Client.

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- 2.5. In addition to the Budget, Client will also pay the costs of the elements described in Appendices C and D hereof.
- 2.6. The Parties agrees that any financial participation to the presentation of the Installation at **City of Marquette** by any individual, corporation, public or private organisation, is subject to the prior written approval of the Parties.

3. PRESENTATION OF THE INSTALLATION

- 3.1. Each Party will designate in writing a person responsible to take all decisions for said Party.
- 3.2. Client undertakes to answer and/or approve the different requests submitted by Creos, relating to the presentation of the Installation, within five (5) business days following submission by Creos in person or by e-mail.

4. CREOS OBLIGATIONS

Subject to Client abiding by its obligations as per this Agreement, Creos undertakes to:

- 4.1. Organise the preparation, transport, assembly and disassembly of the Installation on the site;
- 4.2. Provide necessary equipment and material, technical services, and human resources to produce the Installation as indicated in Appendices C and D;
- 4.3. Make the necessary adjustments to the Installation for its presentation at the Site, in consultation with Client;
- 4.4. Coordinate the production team, ensure the follow-up and respect of the Budget;
- 4.5. Respect the production schedule as described in Appendix B;
- 4.6. Determine, in consultation with Client, the credits to be attributed in relation with the Installation;
- 4.7. Ensure maintenance of the Installation during the event according to the schedule agreed by both Parties, or upon express request from the Client.

5. CLIENT OBLIGATIONS

Client undertakes to:

- 5.1. Provide necessary equipment and material:

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- 5.1.1. Electrical source as detailed in Appendix D;
 - 5.1.2. Manpower as detailed in Appendix C;
 - 5.1.3. Public and equipment security items as stated in Appendix C;
 - 5.1.4. Necessary permits and authorisations;
 - 5.1.5. Handling equipment as described in Appendix D;
 - 5.1.6. Operate and store the Installation as indicated in Appendix D hereof;
- 5.2. Collaborate with Creos in the production of the Installation;
- 5.3. Ensure to Creos access to **City of Marquette** for the production of the Installation, and ensure the secure guard and control of the Installation during production, installation, presentation and storage phases;
- 5.4. Client shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, Creos shall not be deemed or construed to have assessed the risk that may be applicable to Client under this Agreement. Client shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Client is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- 5.4.1. Coverages
 - (a) Commercial General Liability – Coverage to include:
 - Premises and Operations
 - Personal Injury/Advertising Injury
 - Products/Completed Operations
 - (b) Property Insurance – Including:
 - Property of Others or Rented Property
 - 5.4.2. Limits Required

Client shall carry the following limits of liability:

 - (a) Commercial General Liability
 - Products/Completed Operations Aggregate \$2,000,000
 - Each Occurrence Limit \$2,000,000
 - Personal/Advertising Injury \$2,000,000
 - (b) Property Insurance
 - All Risks at replacement cost Full replacement cost value of the "Installation": **70 000 \$**
 - 5.4.3. Additional requirements

Client shall name Creos, **The Urban Conga**, and their respective officers, employees, agents, and volunteers as Additional Insureds. Such insurance may

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not be cancelled during the term of this Agreement unless thirty (30) days advance written notice via certified mail is provided to Creos.

6. INTELLECTUAL PROPERTY

- 6.1. Subject to Client abiding by all its obligations as per this Agreement, Client is only permitted to physically exhibit the Installation at **City of Marquette** from **December 10, 2024** until **January 5, 2025**. Client shall not assign, convey, sublicense, or transfer this right to exhibit the Installation. Except as expressly permitted by this Agreement, Client shall have no right to alter, modify, or create derivative works of the Installation.
- 6.2. Subject to Client abiding by all its obligations as per this Agreement, including the requirements to identify **The Urban Conga** as the creator, Client shall have for an unlimited period of time starting on **December 10, 2024** a limited, non-exclusive right, with no right to sublicense, to make copy, license and distribute images and recordings of the Installation as displayed at **City of Marquette** from **December 10, 2024** until **January 5, 2025** throughout all media analog, digital, and through any technology now known or hereafter devised, for promotional purposes (and not for any commercial purpose) only in connection with the presentation of the Installation at **City of Marquette** from **December 10, 2024** until **January 5, 2025**. For clarity, any sale or exchange of such images, video, or recordings in exchange for compensation, monetary or otherwise, shall be deemed a commercial purpose.

7. CREDITS

- 7.1. The following long credits must appear on the website/landing page and in all media relations documents (press releases, conferences, radio interviews, etc.):

Name of Installation: Oscillation
Creator: The Urban Conga
Owner: The Urban Conga
Tour Producer: Creos

If available, the logos of the creator/s and owner/s may also be provided upon request.

All such uses must be subject to the prior written consent of Creos' communications team at communications@creos.io.

- 7.2. The following short credits must appear on all public mentions of the Installation (posters, programs, social networks, etc.):

Name of Installation: Oscillation
Creator: The Urban Conga
Owner: The Urban Conga

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Dimensions and position of credits must be submitted to Creos' communications team for prior written consent, at communications@creos.io.

- 7.3. The Client shall place the signage provided by Creos near the Installation on site.

Should the Client prefer to produce their own signage for the Installation, they must include the following elements:

Name of Installation: Oscillation
Description of Installation (provided in the Presskit)
Creator: The Urban Conga
Owner: The Urban Conga
Tour Producer: Creos
Operating instructions and safety rules (if applicable)

If available, the logos of the creator/s and owner/s may also be provided upon request.

All signage is subject to the prior written agreement of Creos' communications team at communications@creos.io.

- 7.4. The Client undertakes to follow Creos' instructions pertaining to all Installation credits, including without limitation credit dimensions and position.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. Each Party warrants that it has the necessary authority to sign the present Agreement.
- 8.2. Each Party warrants that it has the capacity to exercise the required rights to conclude and execute the present Agreement.
- 8.3. Each Party warrants that it is not the object of any claim, legal action, or other litigation in a court of justice or other organisation of competent jurisdiction in Canada or elsewhere in the world, that may negatively affect the production, presentation, and exploitation of the Installation.
- 8.4. Each Party warrants that it is not party to any agreement that may be in conflict with its obligations as per this Agreement.
- 8.5. All transactions contemplated in this Agreement must abide by federal and provincial laws and regulations, including without limitation applicable sales taxes.
- 8.6. The present Section 8 shall remain in force after the expiration or termination of this Agreement for any reason.

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9. EXPIRATION AND TERMINATION OF THE AGREEMENT

- 9.1. A Party may terminate this Agreement effective upon written notice to the other Party if the other Party has breached any material obligation under this Agreement, or any of its representations or warranties under this Agreement are inaccurate in any material respect, and such breach or inaccuracy is not cured within thirty (30) days after written notice of such breach is provided by the non-breaching Party to the breaching Party. Upon any termination, all licenses granted hereunder shall terminate, and Creos shall take possession of the Installation.
- 9.2. In case of termination of this Agreement for any reason, Client will forthwith pay Creos all sums due as per this Agreement and reimburse all sums engaged by Creos. For clarity, sums that shall be paid to Creos represent the addition of the Artwork item as well as the Administration items that can be found in the Budget (see Appendix A), as well as all non-reimbursable expenses already engaged by Creos.

10. ASSIGNMENT TO A THIRD PARTY

- 10.1. No Party may assign this Agreement without the prior written approval of the other Party.

11. NOTICES

Every notice to be given as per this Agreement must be given in writing to the following addresses and shall be valid provided it is given by personal service, by email, by messenger with acknowledgment of receipt or by registered/certified mail. Any notice sent by email is deemed to have been received the day it is sent; any notice sent by email must be confirmed by sending the original notice by messenger or registered/certified mail with acknowledgement of receipt:

CLIENT:

City of Marquette

City Hall
300 W. Baraga Avenue
Marquette, MI 49855
c/o Jonathan Stuart Swenson
Director of Community Services

CREOS:

CREOS

1 - 1375 rue Marie-Victorin
Saint-Bruno-de-Montarville (Québec) J3V 6B7 | Canada
c/o Benoît Lemieux
CEO
Phone : +1-514-554-8095
benoit.lemieux@creos.io

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12. GENERAL

- 12.1. If any portion of this Agreement is rendered invalid or otherwise unenforceable under applicable laws and regulations or by a governmental, legal or regulatory authority with jurisdiction over the Parties, then the remainder of this Agreement will continue in full force unless such continuance will deprive one of the Parties of a material benefit hereunder or frustrate the main purpose(s) of this Agreement. It is the intention of the Parties to this Agreement, and the Parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, the court shall supply as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.
- 12.2. The negligence or delay by any party herein in the exercise of its right or recourse under the Agreement will not, in any way, be interpreted as a renunciation of that right or recourse.
- 12.3. This Agreement, its interpretation, application, validity and effects are subject to the laws in force in the State of Michigan. The Parties agree that any dispute related to this Agreement, its interpretation or its application, will be submitted to mediation. The Parties undertake to participate in good faith to at least one (1) mediation session by delegating one (1) person with decision authority; the mediator will be chosen by the Parties.
- 12.4. In case the Parties do not find an amicable settlement through said mediation, said dispute will be subject to the Courts of the jurisdiction of Marquette, Michigan.
- 12.5. This Agreement, including its appendices, constitutes the entire agreement between the Parties, and supersedes all prior proposals, agreements, and other communications, written or oral, relating to the subject matter hereof and thereof.
- 12.6. No supplement, modification or amendment of this Agreement shall be binding against a Party, unless executed in writing by a duly authorized representative of such Party.
- 12.7. The Parties undertake to execute all documents useful or necessary to the full execution of this Agreement.
- 12.8. When executed by all Parties, each copy of this Agreement is deemed to be an original, but all these copies shall constitute one and the same agreement. This Agreement may be executed and transmitted as a PDF file by e-mail with the same validity and same effect as if each copy had been executed and delivered by the Parties simultaneously in the presence of each other, and all executed copies delivered and received or printed from a PDF file shall be deemed to contain the original signatures.

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- 12.9. Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer relationship. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

IN WITNESS WHEREOF, the Parties have signed this Agreement on _____.

City of Marquette

Karen Kovacs
City Manager

Cody Mayer
City Mayor

Kyle Whitney
City Clerk

CREOS

Benoît Lemieux
CEO

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LIST OF APPENDICES

Appendix A

Budget

Appendix B

Production Schedule

Appendix C

Manpower and security requests

Appendix D

Specifications of the Installation and required equipment

Appendix E

Confirmation Letter for customs purposes
(Cross border movement of business persons)

Appendix F

Excise Tax Act

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Appendix A

Budget

Oscillation 5 units 4 weeks		
Artwork		\$22,000.00
Production team fees		\$8,757.00
Ancillary fees		\$1,665.40
Logistic material rental	Provided by local producer	\$0.00
Production material		\$3,222.50
Transportation - Creos Technician and Artwork		\$17,100.00
Lodging Creos Technician		\$1,406.25
Per diem fees Creos Technician		\$743.05
Security	Provided by local producer	\$0.00
Local workforce	Provided by local producer	\$0.00
Subtotal		\$54,894.20
Administration	10.0%	\$5,489.42
<i>Total CAN</i>		<i>\$60,383.62</i>
Total USD		\$46,463.62

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Appendix B

Production Schedule

December 9, 2024	Arrival of the production crew on site Arrival of the equipment on site First day of assembly
December 10, 2024 – January 5, 2025	Event
January 6, 2025	Dismantling of the Installation Equipment leaves the site on pm

Appendix C

Manpower and security requests

December 9, 2024

Two (2) workers for unloading and assembly.

Days of 8 working hours.

One (1) security guard in between working periods. Evening and Night.

December 10, 2024 to January 5, 2025

Maintenance and operation of the Installation.

Security.

January 6, 2025

Two (2) workers for dismantling and loading.

Days of 8 working hours.

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Appendix D

Specifications of the Installation and required equipment

OSCILLATION



Grand Rapids, USA
© Nicole Abbett

CONFIDENTIAL

Page 1 of 7



DESCRIPTION OF THE ARTWORK

Name: Oscillation

Type: Interactive light and music installation

Location: Outdoors / Indoors

Description:

Oscillation is an interactive installation that uses sight, sound and movement to spark community activity and social interaction through play.

The installation acts somewhat like a Theremin, an unusual musical instrument that you can play without touching it.

As you walk toward the piece, it plays different sounds and pitches depending on your distance from it. And as you move and dance around it, colors reflect and refract light in different ways based on your angle and position.

Oscillation is made up of five parts that are deconstructed from a solid cube using a Voronoi algorithm. The crystal-like forms can be moved around and places in a variety of formations. The result is a totally immersive experience that breaks down social barriers and fuels joyful conversations between strangers.



Clearwater, USA
© Maria Flanagan

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Page 2 of 7



TEAM

Concept, execution and production	The Urban Conga
Project manager	Cathy Belanger (cathy.belanger@creos.io)
Tour Producer	Creos

LOGISTICS AND OPERATION

1. MODULE DESCRIPTION

Each module has 3 sensors that will activate light and sound as people approach them and move around the modules.

Light is off during the day, but the diachronic film produces a mirror effect, and the modules light up at night.

Quantity:	5
Total weight / unit:	approximately 200 pounds / 90 kilos

2. MODULE FOOTPRINT

Each module has a different shape and size.

Modules height varies from 3 feet (0,9 meters) to 5 feet 10 inches (1,5 meters).

Modules width varies from 3 feet 6 inches (1 meter) to 6 feet 8 inches (2 meters).

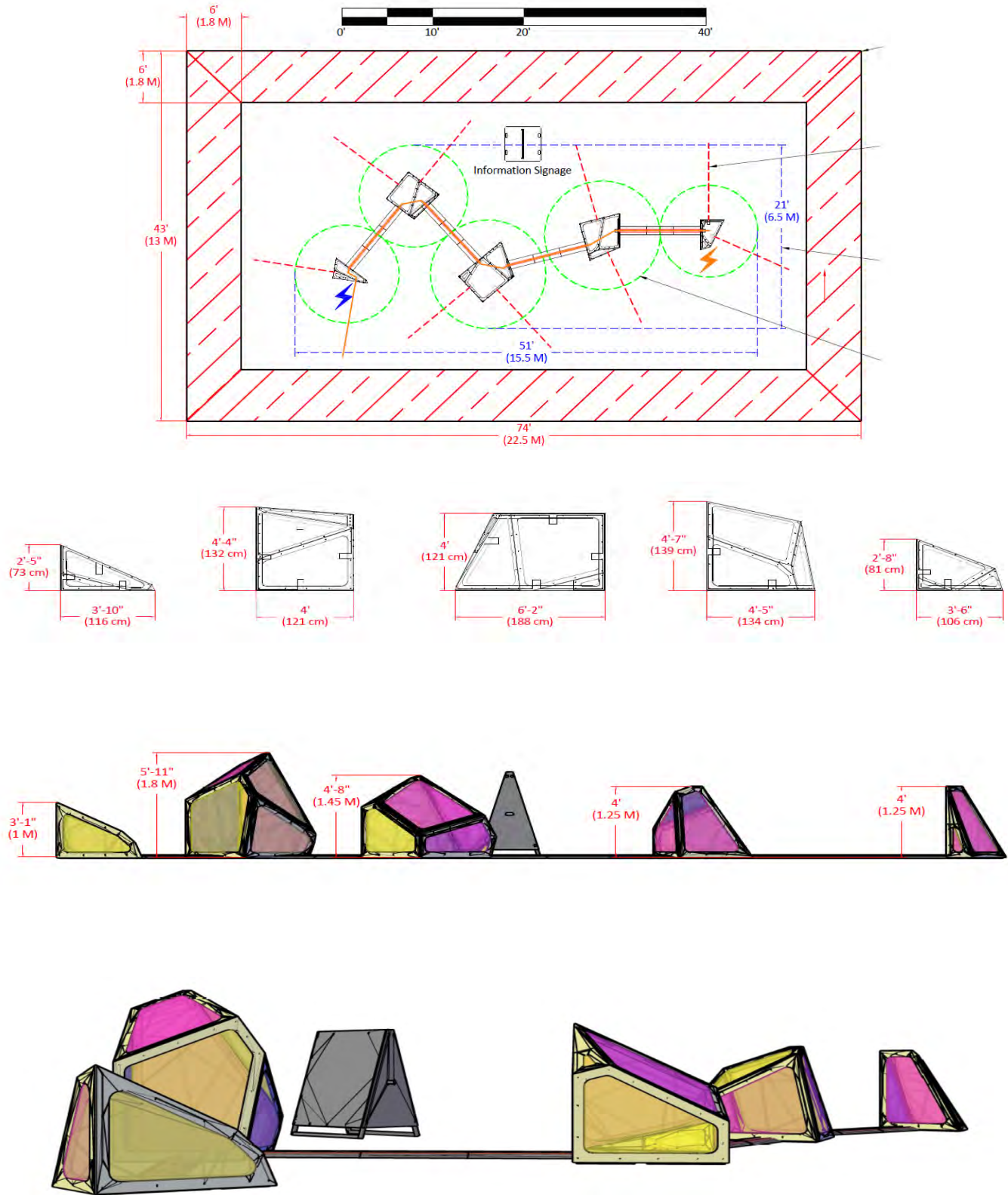
3. THE ARTWORK'S FOOTPRINT

Using the maximum number of modules, being 5 modules: the footprint is about 504 square feet (47 square meters).

Configuration can easily be adapted according to the site chosen for the installation and the desired experience. A minimum space of 6 feet (0.75 meters) is required around each module to allow space for people to interact with the installation.

Modules can be connected to each other with cable ramps, and connected in series, starting from the electric source(s). *It is also recommended to have a free space around the installation to facilitate pedestrian traffic.*





4. SIGNAGE

A bilingual (English - French) generic signboard is included with this installation. It is 4 feet (1,2m) wide by 6 feet – 10 inches (2m) high. A solar panel lamp is included.

The content of the signage cannot be changed. If the client wishes to produce his own signage, he must provide it and have the content validated by the Creos communication team.

Model of the included signage:

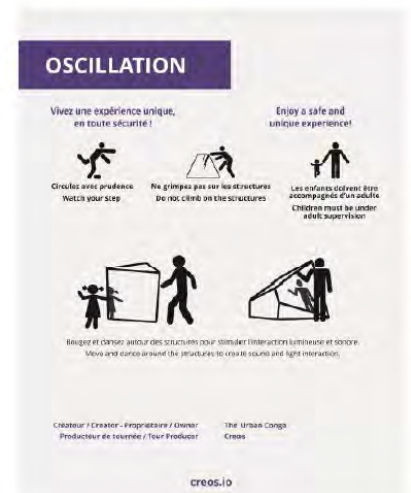
Structure:



Content:



Front



Back



5. HANDLING

The Oscillation display requires a forklift 3,000 pounds (approx. 1360 kilos) for exterior loading and handling off-site.

The forklift will be used on the first day of assembly to unload the truck, and for handling equipment on site during the installation. It will also be used for the disassembly, for handling equipment on site and to load the truck.

The installation should not, under any circumstance, be moved without the approval of Creos' team



6. POWER SUPPLY

Connection type: North American standard plug. Creos will provide the adaptors if necessary.
Number of connections: 2-5 independent circuits

Even though the modules can function with only one 15A / 120V independent circuit, we prefer to split the electric connections lines and therefore increase the number of configuration options.

Day of connection: Day 1 of assembly

Day of disconnection: Day 1 of disassembly

7. TECHNICAL MANPOWER AND SITE SECURITY

Skills required:

- Ability to lift and carry heavy loads (50 – 100 pounds / 25 – 50 kilos)
- Ability to use basic tools (screwdriver, drill, hand tools)
- Ability to work as part of a team and to follow instructions
- Experience as general / manual worker

Assembly (1 day):

1 certified heavy equipment operator and 1 manpower

Disassembly (1 day):

1 certified heavy equipment operator and 1 manpower

Media opening:

In case of Media premiere, please inform us about date and time

During the event:

One person for display maintenance. The daily maintenance consists in inspecting the module(s) and recording any lighting, sound, interactivity or structural problem and inform Creos' team.

CONFIDENTIAL

Page 6 of 7

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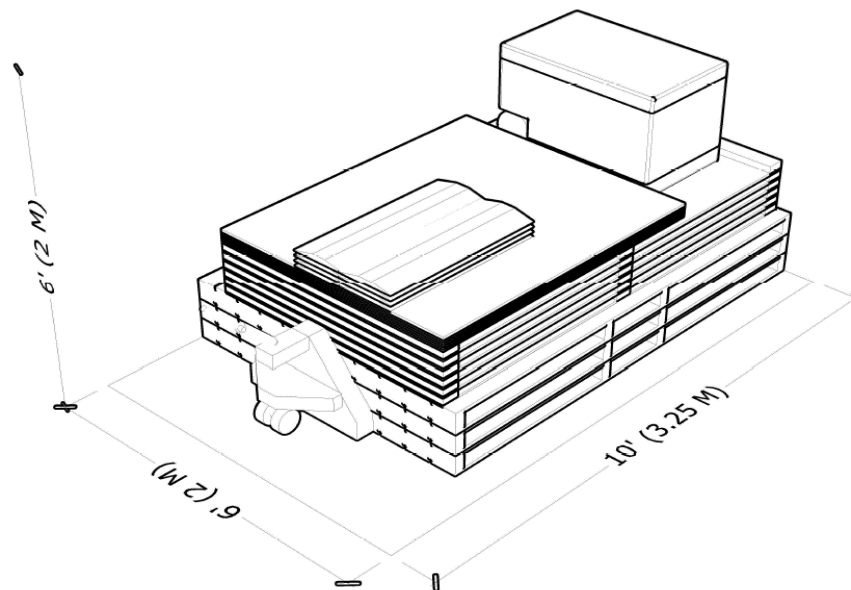
8. TRANSPORTATION

The equipment travels in one 40 feet (approx. 12 meters) container for oversea transportation or in a fifty-three (53) feet trailer (approx. 16 meters) for ground transportation. We will need the following information for the coordination of the transport of the Work.

- Full name of the local producer
- Complete civic address of the place of delivery
- Contact person from local producer for coordination of the transport
- Site access restriction

9. STORAGE

A secured 6' x 10' space is required at the venue to store all extra equipment, transportation dollys, boxes and pallets.



CONFIDENTIAL

Page 7 of 7



Appendix E

Confirmation Letter for customs purposes

(Cross border movement of business persons)

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Confirmation Letter

BETWEEN:

CREOS EXPERTS-CONSEILS INC, a corporation duly incorporated under the laws of the Province of Québec, Canada, having its principal place of business at 1-1375 Marie-Victorin street, Saint-Bruno-de-Montarville, Quebec, J3V 6B7, Canada, hereinafter represented by Benoît Lemieux, a duly authorised representative as he so declares; (hereinafter called "**Creos**")

AND :

City of Marquette, having its principal place of business at City Hall, 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter represented by <<client_representative_name>>, a duly authorised representative as he so declares; (hereinafter called "**Client**")

The parties hereby confirm the following:

1. The Urban Conga owns the installation entitled Oscillation (hereinafter the "**Installation**") and has authorized Creos to rent and produce said Installation to third parties;
2. As of today, the Client and Creos have signed a rental agreement in which they undertake to provide their respective services, expertise and products in order to produce the Installation for its presentation at City of Marquette (hereinafter the "**Site**") from December 10, 2024 to January 5, 2025.
3. Creos representative will supervise the assembly and disassembly of the Installation in connection with its presentation on Site which will take place from December 10, 2024 to January 5, 2025

IN WITNESS WHEREOF, the parties have signed this Confirmation Letter on _____.

City of Marquette

CREOS

Karen Kovacs
City Manager

Benoît Lemieux
CEO

--	--

Appendix F

Excise Tax Act

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Extract of the publication P-009 in terms of tps/tvh

I, Karen Kovacs, from **City of Marquette**, City Hall, 300 W. Baraga Avenue, Marquette, MI 49855 certify that **City of Marquette** is not a resident of Canada for purposes of the Excise Tax Act, and that **City of Marquette** is not registered to GST under subdivision d of division V of Part IX of that Act.

I also undertake to inform immediately Benoit Lemieux, 1-1375 Marie-Victorin St., Saint-Bruno-de-Montarville, J3V 6B7, Quebec, Canada of any changes in **City of Marquette** residence status for purposes of that Act or the moment **City of Marquette** becomes registered for the purpose of that Act.

Date

Signature of Individual

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote
Marquette Figure Skating Club - Ice Contract

BACKGROUND:

The Marquette Figure Skating Club has requested an Agreement for Use of Lakeview Arena for ice use. Staff has worked with the City Attorney and Marquette Figure Skating Club to draft a standard use agreement which provides for terms and conditions of the request. The agreement allows for six equal payments of \$7,333. A total of 200 hours were requested for a total cost of \$43,998 during the 2024 ice season.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$43,998 in revenue for FY 2024.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with the Marquette Figure Skating Club for ice use, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement, Customer Schedule, Exhibit A
- ▣ Insurance

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____ day of _____, 2023, by and between the City of Marquette, a municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and The Marquette Figure Skating Club, of 401 E. Fair Avenue, Marquette, MI 49855 (hereinafter referred to as the "User Group").

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2023, through March 31, 2024.

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

1. In consideration of six (6) equal monthly payments of \$7,333.00, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit "A" for the times listed under "Customer Schedule" which includes 200 hours. The City will invoice the User Group on the fifteenth (15th) day of each month beginning in October of 2023 and payment shall be due no later than the last day of the following month. The User Group shall pay for all additional hours of ice usage at the same time the sixth monthly payment is made.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice to the City. Such sub-lease of User Group ice time shall be made and transacted between the parties and not involve the City. The City retains the right to deny such use for cause which shall not be unreasonably

withheld.

3. This Agreement will entitle User Group space in the facility as selected by the Arena Management for providing complimentary food and beverage to U.S.F.S.A. judges and officials for special events as host club. Food and beverage service operated by the City, or by those persons contracting with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

4. Arena facilities to hold club meetings, award presentations, and other limited approved events will be made at no additional cost to the User Group, in locations determined by the Arena Management and subject to availability.

5. The User Group recognizes that use of Arena facilities must be properly planned. User Group will provide a minimum of forty-eight (48) hours notice to the City in the event of any facility use changes, including cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to their use.

6. The User Group agrees to indemnify and hold harmless the City, its officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or from the City, its officials, employees, volunteers and others working on behalf of the City by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

7. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The

insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

8. The occurrence of any of the following shall constitute a default by the User Group:
 - a. Abandonment and vacation of Lakeview Arena during the Agreement.
 - b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.
 - c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.
 - d. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.
 - e. The User Group fails to make any payment when due.

9. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

- a. The City may elect to continue this Agreement.
- b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.
- c. The City shall be entitled to recover all amounts, including any attorney fees

incurred by the City in pursuit of the default.

10. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

11. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

12. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

13. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

- a. Remove all of its goods, effects, and equipment.
- b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

14. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called for by this Agreement.

15. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

16. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

17. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

18. In the event the Arena is required to temporarily close pursuant to any law or government order, User Group will be prohibited from entering the Arena. In such event, User Group will be billed, and agrees to pay, for actual usage during such time.

CITY OF MARQUETTE

THE MARQUETTE FIGURE SKATING CLUB

Cody O. Mayer, Mayor

By: Erica Noe
Its: Treasurer

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

Multiple Facilities

Monthly Calendar For October 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 (ID#13) 4:30p-6:20p MFSC October	2	3 (ID#13) 4p-7:20p MFSC October	4 (ID#13) 6a-6:30a MFSC am ice	5 (ID#13) 4p-7:20p MFSC October	6	7
8 (ID#13) 4:30p-6:20p MFSC October	9	10 (ID#13) 4p-7:20p MFSC October	11 (ID#13) 6a-6:30a MFSC am ice	12 (ID#13) 4p-7:20p MFSC October	13	14
15 (ID#13) 4:30p-6:20p MFSC October	16	17 (ID#13) 4p-7:20p MFSC October	18 (ID#13) 6a-6:30a MFSC am ice	19 (ID#13) 4p-7:20p MFSC October	20	21
22 (ID#13) 4:30p-6:20p MFSC October	23	24 (ID#13) 4p-7:20p MFSC October	25 (ID#13) 6a-6:30a MFSC am ice	26 (ID#13) 4p-7:20p MFSC October	27	28
29 (ID#13) 4:30p-6:20p MFSC October	30	31				

Multiple Facilities

Monthly Calendar For November 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 (ID#13) 6a-6:30a MFSC am ice	2 (ID#13) 4p-7:20p MFSC November	3	4
5 (ID#13) 4:30p-6:20p MFSC November	6	7 (ID#13) 4p-7:20p MFSC November	8 (ID#13) 6a-6:30a MFSC am ice	9 (ID#13) 4p-7:20p MFSC November	10	11
12 (ID#13) 4:30p-6:20p MFSC November	13	14 (ID#13) 4p-7:20p MFSC November	15 (ID#13) 6a-6:30a MFSC am ice	16 (ID#13) 4p-7:20p MFSC November	17	18
19 (ID#13) 4:30p-6:20p MFSC November	20	21 (ID#13) 4p-5:50p MFSC November	22	23 (All) 12:01a-11:59p Skip Date: Thanksgiving 2023 (All) 12:01a-11:59p Skip Date: Thanksgiving 2023	24	25
26 (ID#13) 4:30p-6:20p MFSC November	27	28 (ID#13) 4p-7:20p MFSC November	29 (ID#13) 6a-6:30a MFSC am ice	30 (ID#13) 4p-7:20p MFSC November		

Multiple Facilities

Monthly Calendar For December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3 (ID#13) 4:30p-6:20p MFSC December	4	5 (ID#13) 4p-7:20p MFSC December	6 (ID#13) 6a-6:30a MFSC am ice	7 (ID#13) 4p-7:20p MFSC December	8	9
10 (ID#13) 3:30p-6:50p MFSC December	11	12 (ID#13) 4p-7:20p MFSC December	13 (ID#13) 6a-6:30a MFSC am ice	14 (ID#13) 4p-5:50p MFSC December	15	16
17 (ID#13) 4:30p-6:20p MFSC December	18	19	20	21	22	23
24 (All) 12:01a - 11:59p(Dec 25, 2023) Skip Date: Christmas 2023 (All) 12:01a - 11:59p(Dec 25, 2023) Skip Date: Christmas 2023	25 (All) 12:01a(Dec 24, 2023) - 11:59p Skip Date: Christmas 2023 (All) 12:01a(Dec 24, 2023) - 11:59p Skip Date: Christmas 2023 (All) 12a - 11:59p(Dec 26, 2023) Skip Date: Christmas Day (All) 12a - 11:59p(Dec 26, 2023) Skip Date: Christmas Day	26 (All) 12a(Dec 25, 2023) - 11:59p Skip Date: Christmas Day (All) 12a(Dec 25, 2023) - 11:59p Skip Date: Christmas Day	27	28	29	30

Multiple Facilities

Monthly Calendar For December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31						

Multiple Facilities

Monthly Calendar For January 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 (ID#13) 4p-5:50p MFSC January	5	6
7 (ID#13) 4:30p-6:20p MFSC January	8	9 (ID#13) 4p-7:20p MFSC January	10 (ID#13) 6a-6:30a MFSC am Ice	11 (ID#13) 4p-7:20p MFSC January	12	13
14 (ID#13) 4:30p-6:20p MFSC January	15	16 (ID#13) 4p-7:20p MFSC January	17 (ID#13) 6a-6:30a MFSC am Ice	18 (ID#13) 4p-7:20p MFSC January	19	20
21 (ID#13) 4:30p-6:20p MFSC January	22	23 (ID#13) 4p-7:20p MFSC January	24 (ID#13) 6a-6:30a MFSC am ice	25 (ID#13) 4p-7:20p MFSC January	26	27
28	29	30 (ID#13) 4p-7:20p MFSC January	31 (ID#13) 6a-6:30a MFSC am ice			

Multiple Facilities

Monthly Calendar For February 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 (ID#13) 4p-7:20p MFSC February	2	3
4 (ID#13) 4:30p-6:20p MFSC February	5	6 (ID#13) 4p-7:20p MFSC February	7 (ID#13) 6a-6:30a MFSC am ice	8 (ID#13) 4p-7:20p MFSC February	9	10
11 (ID#13) 4:30p-6:20p MFSC February	12	13 (ID#13) 4p-7:20p MFSC February	14 (ID#13) 6a-6:30a MFSC am ice	15 (ID#13) 4p-7:20p MFSC February	16	17
18	19	20 (ID#13) 4p-7:20p MFSC February	21 (ID#13) 6a-6:30a MFSC am ice	22 (ID#13) 4p-7:20p MFSC February	23	24
25 (ID#13) 4:30p-6:20p MFSC February	26	27 (ID#13) 4p-7:20p MFSC February	28 (ID#13) 6a-6:30a MFSC am ice	29 (ID#13) 4p-7:20p MFSC February		

Multiple Facilities

Monthly Calendar For March 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3 (ID#13) 4p-6:50p MFSC March	4 (ID#13) 3:30p-5:20p MFSC March	5 (ID#13) 4p-7:20p MFSC March	6 (ID#13) 4p-5:50p MFSC March	7 (ID#13) 4p-7 20p MFSC March	8	9
10 (ID#9) 4:30p-6:50p MFSC March	11	12 (ID#9) 4p-6:50p MFSC March	13	14 (ID#9) 3:30p-6:50p MFSC March	15 (ID#9) 4p-7:20p MFSC March	16 (ID#9) 8a-9:50p Melody on Ice
17 (ID#9) 8a-5:50p Melody on Ice	18	19	20	21	22	23
24	25	26	27	28	29	30

Multiple Facilities

Monthly Calendar For March 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31						



EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2023

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

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

PRODUCER American Specialty Insurance & Risk Services, Inc. dba American Specialty Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED United States Figure Skating Association 20 First Street Colorado Springs CO 80906		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11150	

COVERAGES

CERTIFICATE NUMBER: 1002137644

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: CLUB	Y		SBCGL0252106	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ Excluded						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
	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) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						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)

- Coverage only applies to losses arising from the operations of the REGULAR MEMBER CLUB, MARQUETTE FSC - #1465, CERT ADDRESS, MARQUETTE, MI 49855-2951.

- The General Liability policy includes Form 00 SGL0100 00 Exclusion - Designated Activity, Service or Work, with the following Designated Activity, Service or Work scheduled: Ownership and / or operations of skating rinks

CERTIFICATE HOLDER

CANCELLATION

CITY OF MARQUETTE 300 W BARAGA AVENUE MARQUETTE MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY American Specialty Insurance & Risk Services, Inc.		NAMED INSURED United States Figure Skating Association 20 First Street	
POLICY NUMBER SBCGL0252106		Colorado Springs, CO 80906	
CARRIER Arch Insurance Company	NAIC CODE 11150	EFFECTIVE DATE: 07/01/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002137644

- Named Insured (continued): United States Figure Skating Association dba Learn to Skate USA
 United States Figure Skating Association member clubs (including their individual members), but only with respect to skating and off-ice activities conducted and supervised by them, for their participation in United States Figure Skating Association sanctioned events, and non-sanctioned events, including, but not limited to, fund-raising events, banquets, award ceremonies
 United States Figure Skating Association Learn to Skate Member organizations, but only with respect to Learn to Skate operations
 Officials, but only while acting in their capacity as such at United States Figure Skating Association sanctioned events
 United States Figure Skating Foundation
 USFSA Theatre on Ice/Ensemble/Team Members
 USFSA Affiliated High School Clubs
 20 First Street Properties
 World Figure Skating Museum and Hall of Fame
 United States Figure Skating Association Aspire Program Member Organizations, but only with respect to the Aspire program operations

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, effective July 01, 2023.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote

Marquette Junior Hockey Corporation - Concession Lease Agreement

BACKGROUND:

Marquette Junior Hockey Corporation (MJHC) requested a lease for the concession area of Lakeview Arena. MJHC operated the concession area during the 2022 ice season. Staff has worked with the City Attorney and MJHC to draft the lease agreement. The agreement term is six (6) months, October 1, 2023 through March 31, 2023. The monthly payment during operation is \$849.33.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$5,095.98 in revenue for FY 2024.

RECOMMENDATION:

Move the lease agreement with Marquette Junior Hockey Corporation for concession space at Lakeview Arena to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Lease, Exhibits A and B

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, located at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee the concessions space shown in Exhibit “A” located in Lakeview Arena’s lobby 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 the space (“Premises”) as shown in Exhibit “A”.
- 1.2 Lessee 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 at Lessee’s cost, 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 Agreement shall be for six (6) months, from September 15, 2023 through March 31, 2024.

3. Rent

- 3.1 The monthly rental amount shall be \$849.33 due in advance on the first day of each month. September rent shall be prorated and paid on the date this Lease is executed.
- 3.2 Lessee shall be entitled to the use of common wash rooms.

Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.

4. Use of Leasehold Premises

- 4.1 Lessee shall use the Premises only as a concession area, 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 Premises, except as provided herein, without prior written approval of the Lessor;
 - h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;
 - i) permit refuse to accumulate in or around Premises; and,
 - j) obstruct entry ways.
- 4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws while providing the concessions contemplated by this Agreement.
- 4.3 Lessee is solely responsible for development of menu items and pricing, for obtaining all supplies and products and for all costs related to its sale of food and beverages.

5. Alcohol Beverage Concessions:

- 5.1 Lessee has the right to obtain a Michigan Liquor Control Commission ("MLCC") license and related permits for the sale of alcohol for use in the performance of this Lease. Obtaining the MLCC license and all fees related to obtaining, maintaining and using the MLCC license shall be the sole responsibility of Lessee. No alcohol shall be sold on the Premises until Lessee has obtained all required MLCC licenses and permits, required liquor liability insurance and otherwise complied with all legal requirements pertaining to the sale of alcohol.
- 5.2 Alcohol concessions shall only provided by Lessee at the following location: _____. Lessee shall provide all employees to be used to prepare, charge for and collect alcohol beverage concession fees. Lessee shall retain all alcohol beverage concession fees collected; and the Lessor shall not be entitled to any portion of said alcohol beverage concession fees.

Lessor shall cooperate, as necessary, in Lessee's attempt to obtain a MLCC license; however, this Agreement shall remain in full force and effect even in the event Lessee is unable to obtain a MLCC license or Lessee's MLCC license is revoked by the MLCC/State of Michigan.

Lessee agrees, at all times, to comply with all local, MLCC, state and federal laws, rules, and regulations regarding the sale of alcohol products.

- 5.3 Lessee shall be responsible for obtaining all required permits and licenses from local and/or state governmental entities to operate all concessions and shall provide copies of said licenses and permits to Lessor upon request.

With respect to the MLCC license and related permits, Lessee shall:

- a) Only sell alcoholic beverages during regular concessions hours as permitted in this Lease, and as permitted by all statutes, ordinances and other laws pertaining to the sale of alcohol.
- b) Designate a secured area in the Premises, where persons of legal age may purchase and consume alcoholic beverages without underage persons being present. Such area will be secured by Lessee at all times that alcohol may be sold.
- c) Provide adequate security personnel during all times that alcohol may be sold or consumed in the secured area to ensure that the activities of those purchasing and consuming alcohol comply with all local, state, and federal laws and all MLCC rules and standards. If any person's actions are deemed detrimental to the safe and peaceful enjoyment of the Premises, he or she will immediately be removed from the Premises.
- d) Make all sales of alcoholic beverages in full compliance with all MLCC laws and rules. Such sales, if in compliance with MLCC laws and rules, may be conducted at designated concession areas and person-to-person in the secured area for sales of alcohol. No sale of an alcoholic beverage shall be made to any person who appears intoxicated or is disruptive to others on the Premises.
- e) In the event Lessee does not comply with these guidelines, Lessor has the right to suspend all alcoholic beverage sales for any length of time Lessor deems appropriate, which may include the permanent suspension of alcoholic beverage sales.

6. Use of Common Areas by Lessee

- 6.1 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.

7. Maintenance and Repair

- 7.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises from the counter to the back of the kitchen area. Lessee shall bus all tables and eating areas. Lessor shall provide trash receptacles for Premises. All refuse collection shall be the responsibility of the Lessee. Any refuse generated from preparation of goods or services shall be the sole responsibility of Lessee.

- 7.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises, as more specifically listed in Exhibit "B".
- 7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

8. Insurance and Indemnity

- 8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.
- 8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises 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 and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death; not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage; and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for liquor liability insurance insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises. 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.
- 8.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of or occupancy of the Premises.

9. Damage by Fire or Other Causes

- 9.1 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%) per cent 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.

10. Assignment/Subletting

- 10.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 10.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 10.3 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.

11. Use of Premises by Lessor

- 11.1 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.
- 11.2 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.

12. Covenant of Quiet Enjoyment

- 12.1 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.

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

- 13.1 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.

14. Default by Lessee

- 14.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 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.
- 14.2 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.
- 14.3 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.

15. Surrender of Leasehold Upon Termination of Lease

- 15.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.
- 15.2 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.

16. Miscellaneous

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

- 16.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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

LESSOR
CITY OF MARQUETTE

Cody O. Mayer, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
MARQUETTE JR. HOCKEY CORP.

By: _____
Its: _____

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



EXHIBIT A



EXHIBIT B

Concession Equipment Inventory

Equipment	Qty	Notes
Lg. dual front door freezer	1	City
Lg. dual front door refrigerator	1	City
Beverage Refrigerator	1	3rd party
Range/flattop/dual oven unit	1	City
Microwaves	2	Lessee Owned
Hot dog cooker	1	Lessee Owned
Countertop Warmer	1	
Point of sale machines	1	
Soda dispenser	1	3rd Party
Prep tables	3	
Popcorn machine	1	Lessee Owned
Coffee Machine	1	3rd Party
Cappuccino Machine	1	3rd Party
Cookie Machine	1	Lessee Owned
Cheese Dispenser	1	Lessee Owned

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote
Marquette Junior Hockey Corporation - Ice Contract

BACKGROUND:

The Marquette Junior Hockey Corporation requested an Agreement for Use of Lakeview Arena ice use. Staff has worked with the City Attorney and Marquette Junior Hockey Corporation to draft a standard use agreement which provides for the terms and conditions of the request. The agreement allows for six payments monthly based on actual usage, with 901 hours requested for a total of \$198,138 for the FY 2024 ice season.

FISCAL EFFECT:

Lakeview Arena fund will receive \$198,138 in revenue for FY 2024.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with the Marquette Junior Hockey Corporation for ice use, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Agreement, Customer Schedule, Exhibit A

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____ day of _____ 2023, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the “City”) and the **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 East Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the “User Group”).

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit “A” in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2023, through March 31, 2024.

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

1. In consideration of six (6) equal monthly payments of \$33,023.00, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit “A” for the times listed under “Customer Schedule” which includes 901 hours. The City will invoice the User Group on the fifteenth (15th) day of each month beginning in October of 2023 and payment shall be due no later than the last day of the following month. The User Group shall pay for the actual adjusted ice usage as part of the sixth monthly payment.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice to the City. Such sub-lease of User Group ice time shall be made and transacted between the parties and not involve the City. The City retains the right to deny such use for cause which shall

shall not be unreasonably withheld.

3. Arena facilities to hold board meetings, work sessions, planning sessions, award presentations, judiciary hearings, and other limited approved events will be made at no additional cost to the User Group, in locations determined by the Arena Management and subject to availability.

4. The User Group recognizes that use of Arena facilities must be properly planned. User Group will provide a minimum of forty-eight (48) hours notice to the City in the event of any facility use changes, including cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to their use.

5. The User Group understands and agrees that there is inherent danger and risk of injury to those individuals participating in and observing the User's Group's activities. The User Group expressly agrees to assume the full risk of and responsibility for any and all injuries, accidents, illness or damages (including death) that may occur as a result of participating in or observing the User's Group's activities except to the extent caused by the City's gross negligence or intentional misconduct, and the User Group releases the City, its officers, directors, agents, representatives, contractors and employees from such liability.

6. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims, including attorney fees and costs, for injuries to persons or damages to property which may arise from or in connection with the use of Lakeview Arena, including but not limited to bodily injury, property damage or other injury or damage that may occur in connection with User Group's activities, and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

8. The occurrence of any of the following shall constitute a default by the User Group:

- a. Abandonment and vacation of Lakeview Arena during the Agreement.
- b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.
- c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.
- d. Failure to comply with any law or government order.
- e. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.
- f. The User Group fails to make any payment when due.

9. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

- a. The City may elect to continue this Agreement.
- b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.
- c. The City shall be entitled to recover all amounts, including any attorney

fees incurred by the City in pursuit of the default.

If User Group's default creates a public health hazard, or is a violation of a public health law or government order, which may result in illness, injury or death City, in its sole discretion, may provide written notice of immediate termination or suspension of this agreement. If User Group remedies such default, City may, in its discretion, reinstate this agreement.

10. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

11. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

12. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

13. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

- a. Remove all of its goods, effects, and equipment.
- b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

14. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called for by this Agreement.

15. This Agreement contains the entire agreement of the parties with respect to its

subject matter. This Agreement may not be modified except by a written document signed by the parties.

16. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

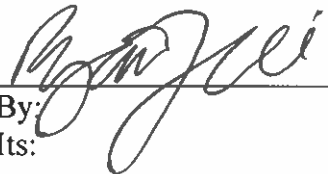
17. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

18. In the event the Arena is required to temporarily close pursuant to any law or government order, User Group will be prohibited from entering the Arena. In such event, User Group will be billed, and agrees to pay, for actual usage during such time.

CITY OF MARQUETTE

MARQUETTE JUNIOR HOCKEY CORP.

Cody O. Mayer, Mayor

By: 
Its: _____

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

Olson Arena - Ice at Lakeview Arena

Monthly Calendar For October 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 5:30p-6:20p MJH October Ice 6:30p-7:20p MJH October Ice 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	3 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	4 6p-6:50p MJH October Ice 7p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	5 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	6	7 10:30a-11:50a MJH Games October 12p-12:50p MJH October Ice 3p-4:20p MJH Games October
8 11a-12:20p MJH Games October	9 5:30p-6:20p MJH October Ice 6:30p-7:20p MJH October Ice 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	10 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	11 6p-6:50p MJH October Ice 7p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	12 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	13	14
15	16 5:30p-6:20p MJH October Ice 6:30p-7:20p MJH October Ice 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	17 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	18 6p-6:50p MJH October Ice 7p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	19 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	20	21 12p-12:50p MJH October Ice
22	23 5:30p-6:20p MJH October Ice 6:30p-7:20p MJH October Ice 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	24 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	25 6p-6:50p MJH October Ice 7p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	26 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice	27 5:30p-6:50p MJH October Ice 8:30p-9:50p MJH October Ice	28 9:30a-10:50a MJH Games October 12p-12:50p MJH October Ice 3p-4:20p MJH Games October
29 9:30a-10:50a MJH Games October	30 5:30p-6:20p MJH October Ice 6:30p-7:20p MJH October Ice 7:30p-8:20p MJH October Ice 8:30p-9:20p MJH October Ice	31 7:30p-8:20p MJH October Ice 8:30p-9:50p MJH October Ice				

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For October 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 4p-5:20p MJH October Ice 5:30p-6:20p MJH October Ice 6:30p-7:50p MJH October Ice 8p-8:50p MJH October Ice 9p-9:50p MJH October Ice	3 5:30p-6:50p MJH October Ice 7p-8:20p MJH October Ice 8:30p-9:20p MJH October Ice	4 4p-5:20p MJH October Ice 5:30p-6:20p MJH October Ice 6:30p-7:50p MJH October Ice 8p-8:50p MJH October Ice 9p-9:50p MJH October Ice	5 5:30p-6:50p MJH October Ice 7p-7:50p MJH October Ice 8p-9:20p MJH October Ice	6	7
8 3:30p-4:50p MJH Games October	9 4p-5:20p MJH October Ice 5:30p-6:20p MJH October Ice 6:30p-7:50p MJH October Ice 8p-8:50p MJH October Ice 9p-9:50p MJH October Ice	10 5:30p-6:50p MJH October Ice 7p-8:20p MJH October Ice 8:30p-9:20p MJH October Ice	11 4p-5:20p MJH October Ice 5:30p-6:20p MJH October Ice 6:30p-7:50p MJH October Ice 8p-8:50p MJH October Ice 9p-9:50p MJH October Ice	12 5:30p-6:50p MJH October Ice 7p-7:50p MJH October Ice 8p-8:50p MJH October Ice	13	14
15	16 4p-5:20p MJH October Ice 5:30p-6:20p MJH October Ice 6:30p-7:50p MJH October Ice 8p-8:50p MJH October Ice 9p-9:50p MJH October Ice	17 5:30p-6:50p MJH October Ice 7p-8:20p MJH October Ice 8:30p-9:20p MJH October Ice	18 4p-5:20p MJH October Ice 5:30p-6:20p MJH October Ice 6:30p-7:50p MJH October Ice 8p-8:50p MJH October Ice 9p-9:50p MJH October Ice	19 5:30p-6:50p MJH October Ice 7p-7:50p MJH October Ice 8p-9:20p MJH October Ice	20	21 8a-10:50a MJH October Ice
22	23 4p-5:20p MJH October Ice 5:30p-6:20p MJH October Ice 6:30p-7:50p MJH October Ice 8p-8:50p MJH October Ice 9p-9:50p MJH October Ice	24 5:30p-6:50p MJH October Ice 7p-8:20p MJH October Ice 8:30p-9:20p MJH October Ice	25 4p-5:20p MJH October Ice 5:30p-6:20p MJH October Ice 6:30p-7:50p MJH October Ice 8p-8:50p MJH October Ice 9p-9:50p MJH October Ice	26 5p-6:20p MJH October Ice	27 5p-6:20p MJH October Ice	28 8a-10:50a MJH October Ice 11a-12:20p MJH Games October 2p-4p MJH 4p-5:20p MJH Games October 7p-9p MJH
29 10a-12p MJH 12:30p-1:50p MJH October Ice 2p-3:20p MJH Games October	30 5:30p-6:20p MJH October Ice 6:30p-7:50p MJH October Ice 8p-8:50p MJH October Ice 9p-9:50p MJH October Ice	31 5:30p-6:50p MJH October Ice 7p-8:20p MJH October Ice 8:30p-9:20p MJH October Ice				

Olson Arena - Ice at Lakeview Arena

Monthly Calendar For November 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-9:20p MJH Practice November	2 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	3	4 12p-12:50p MJH Practice November
5	6 5:30p-6:20p MJH Practice November 6:30p-7:20p MJH Practice November 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	7 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	8 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-9:20p MJH Practice November	9 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	10	11
12 9a-10:20a MJH Games November	13 5:30p-6:20p MJH Practice November 6:30p-7:20p MJH Practice November 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	14 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	15 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-9:20p MJH Practice November	16 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	17	18
19	20 5:30p-6:20p MJH Practice November 6:30p-7:20p MJH Practice November 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	21 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	22 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-9:20p MJH Practice November	23 12:01a-11:59p Skip Date: Thanksgiving 2023 12:01a-11:59p Skip Date: Thanksgiving 2023	24	25
26	27 5:30p-6:20p MJH Practice November 6:30p-7:20p MJH Practice November 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	28 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November	29 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-9:20p MJH Practice November	30 7:30p-8:20p MJH Practice November 8:30p-9:50p MJH Practice November		

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For November 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-8:50p MJH Practice November 9p-9:50p MJH Practice November	2 5:30p-6:50p MJH Practice November 7p-7:50p MJH Practice November 8p-9:20p MJH Practice November	3	4 11a-12:50p MJH Games November 3:30p-5:20p MJH Games November
5	6 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-8:50p MJH Practice November 9p-9:50p MJH Practice November	7 5:30p-6:50p MJH Practice November 7p-8:20p MJH Practice November 8:30p-9:20p MJH Practice November	8 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-8:50p MJH Practice November 9p-9:50p MJH Practice November	9 7p-7:50p MJH Practice November 8p-9:20p MJH Practice November	10	11 11a-12:50p MJH Games November 3p-4:50p MJH Games November
12 9a-10:50a MJH Games November 2p-3:20p MJH Games November	13 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-8:50p MJH Practice November 9p-9:50p MJH Practice November	14 5:30p-6:50p MJH Practice November 7p-8:20p MJH Practice November 8:30p-9:20p MJH Practice November	15 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-8:50p MJH Practice November 9p-9:50p MJH Practice November	16 5:30p-6:50p MJH Practice November 7p-7:50p MJH Practice November 8p-9:20p MJH Practice November	17	18 11a-12:20p MJH Games November 3:30p-4:50p MJH Games November
19	20 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-8:50p MJH Practice November 9p-9:50p MJH Practice November	21 5:30p-6:50p MJH Practice November 7p-8:20p MJH Practice November 8:30p-9:20p MJH Practice November	22 4p-5:20p MJH Practice November 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-8:50p MJH Practice November 9p-9:50p MJH Practice November	23 12:01a-11:59p Skip Date: Thanksgiving 2023 12:01a-11:59p Skip Date: Thanksgiving 2023	24	25
26	27 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-8:50p MJH Practice November 9p-9:50p MJH Practice November	28 8:30p-9:20p MJH Practice November	29 5:30p-6:20p MJH Practice November 6:30p-7:50p MJH Practice November 8p-8:50p MJH Practice November 9p-9:50p MJH Practice November	30 5:30p-6:50p MJH Practice November 7p-7:50p MJH Practice November 8p-9:20p MJH Practice November		

Olson Arena - Ice at Lakeview Arena

Monthly Calendar For December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 11:30a-12:50p American Legion Games 4p-5:20p American Legion Games
3	4 5:30p-6:20p MJH Dec Ice 6:30p-7:20p MJH Dec Ice 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	5 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	6 6p-6:50p MJH Dec Ice 7p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	7 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	8	9
10	11 5:30p-6:20p MJH Dec Ice 6:30p-7:20p MJH Dec Ice 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	12 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	13 6p-6:50p MJH Dec Ice 7p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	14 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	15	16 12p-12:50p MJH Dec Ice
17	18 5:30p-6:20p MJH Dec Ice 6:30p-7:20p MJH Dec Ice 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	19 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	20 6p-6:50p MJH Dec Ice 7p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	21 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	22	23 12p-12:50p MJH Dec Ice
24 12:01a - 11:59p(Dec 25, 2023) Skip Date: Christmas 2023 12:01a - 11:59p(Dec 25, 2023) Skip Date: Christmas 2023	25 12:01a(Dec 24, 2023) - 11:59p Skip Date: Christmas 2023 12:01a(Dec 24, 2023) - 11:59p Skip Date: Christmas 2023 12a - 11:59p(Dec 26, 2023) Skip Date: Christmas Day 12a - 11:59p(Dec 26, 2023) Skip Date: Christmas Day	26 12a(Dec 25, 2023) - 11:59p Skip Date: Christmas Day 12a(Dec 25, 2023) - 11:59p Skip Date: Christmas Day 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	27 6p-6:50p MJH Dec Ice 7p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	28 7:30p-8:20p MJH Dec Ice 8:30p-9:50p MJH Dec Ice	29	30 12p-12:50p MJH Dec Ice

Olson Arena - Ice at Lakeview Arena

Monthly Calendar For December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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Russell Arena - Ice at Lakeview Arena

Monthly Calendar For December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 8a-10:50a MJH Dec Ice 11a-12:50p American Legion Games 4p-5:50p American Legion Games
3	4 5:30p-6:20p MJH Dec Ice 6:30p-7:50p MJH Dec Ice 8p-8:50p MJH Dec Ice 9p-9:50p MJH Dec Ice	5 5:30p-6:50p MJH Dec Ice 7p-8:20p MJH Dec Ice 8:30p-9:20p MJH Dec Ice	6 5:30p-6:20p MJH Dec Ice 6:30p-7:50p MJH Dec Ice 8p-8:50p MJH Dec Ice 9p-9:50p MJH Dec Ice	7 5:30p-6:50p MJH Dec Ice 7p-7:50p MJH Dec Ice 8p-9:20p MJH Dec Ice	8	9
10	11 5:30p-6:20p MJH Dec Ice 6:30p-7:50p MJH Dec Ice 8p-8:50p MJH Dec Ice 9p-9:50p MJH Dec Ice	12 8:30p-9:20p MJH Dec Ice	13 5:30p-6:20p MJH Dec Ice 6:30p-7:50p MJH Dec Ice 8p-8:50p MJH Dec Ice 9p-9:50p MJH Dec Ice	14 5:30p-6:50p MJH Dec Ice 7p-7:50p MJH Dec Ice 8p-9:20p MJH Dec Ice	15	16 8a-10:50a MJH Dec Ice
17	18 5:30p-6:20p MJH Dec Ice 6:30p-7:50p MJH Dec Ice 8p-8:50p MJH Dec Ice 9p-9:50p MJH Dec Ice	19 5:30p-6:50p MJH Dec Ice 7p-8:20p MJH Dec Ice 8:30p-9:20p MJH Dec Ice	20 5:30p-6:20p MJH Dec Ice 6:30p-7:50p MJH Dec Ice 8p-8:50p MJH Dec Ice 9p-9:50p MJH Dec Ice	21 5:30p-6:50p MJH Dec Ice 7p-7:50p MJH Dec Ice 8p-9:20p MJH Dec Ice	22	23 8a-10:50a MJH Dec Ice
24 12:01a - 11:59p(Dec 25, 2023) Skip Date: Christmas 2023 12:01a - 11:59p(Dec 25, 2023) Skip Date: Christmas 2023	25 12:01a(Dec 24, 2023) - 11:59p Skip Date: Christmas 2023 12:01a(Dec 24, 2023) - 11:59p Skip Date: Christmas 2023 12a - 11:59p(Dec 26, 2023) Skip Date: Christmas Day 12a - 11:59p(Dec 26, 2023) Skip Date: Christmas Day	26 12a(Dec 25, 2023) - 11:59p Skip Date: Christmas Day 12a(Dec 25, 2023) - 11:59p Skip Date: Christmas Day 5:30p-6:50p MJH Dec Ice 7p-8:20p MJH Dec Ice 8:30p-9:20p MJH Dec Ice	27 5:30p-6:20p MJH Dec Ice 6:30p-7:50p MJH Dec Ice 8p-8:50p MJH Dec Ice 9p-9:50p MJH Dec Ice	28 5:30p-6:50p MJH Dec Ice 7p-7:50p MJH Dec Ice 8p-9:20p MJH Dec Ice	29	30 8a-10:50a MJH Dec Ice

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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Olson Arena - Ice at Lakeview Arena

Monthly Calendar For January 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	3 6p-7p MJH January Ice 7p-8:30p MJH January Ice 8:30p-10p MJH January Ice	4 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	5	6 10:30a-11:50a MJH January games 12p-1p MJH January Ice
7	8 5:30p-6:30p MJH January Ice 6:30p-7:30p MJH January Ice 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	9 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	10 6p-7p MJH January Ice 7p-8:30p MJH January Ice 8:30p-10p MJH January Ice	11 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	12	13 11a-12:50p MJH January games 3p-4:50p MJH January games
14 11a-12:50p MJH January games	15 5:30p-6:30p MJH January Ice 6:30p-7:30p MJH January Ice 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	16 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	17 6p-7p MJH January Ice 7p-8:30p MJH January Ice 8:30p-10p MJH January Ice	18 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	19	20 10:30a-11:50a MJH January games 12p-1p MJH January Ice 3p-4:20p MJH January games
21	22 5:30p-6:30p MJH January Ice 6:30p-7:30p MJH January Ice 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	23 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	24 6p-7p MJH January Ice 7p-8:30p MJH January Ice 8:30p-10p MJH January Ice	25 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	26	27 11:30a-12:50p MJH January games
28	29 5:30p-6:30p MJH January Ice 6:30p-7:30p MJH January Ice 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	30 7:30p-8:30p MJH January Ice 8:30p-10p MJH January Ice	31 6p-7p MJH January Ice 7p-8:30p MJH January Ice 8:30p-10p MJH January Ice			

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For January 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 5:30p-7p MJH January Ice 7p-8:30p MJH January Ice 8:30p-9:30p MJH January Ice	3 5:30p-6:30p MJH January Ice 6:30p-8p MJH January Ice 8p-9p MJH January Ice 9p-10p MJH January Ice	4 5:30p-7p MJH January Ice 7p-8p MJH January Ice 8p-9:30p MJH January Ice	5	6 8a-11a MJH January Ice 2p-3:20p MJH January games
7	8 5:30p-6:30p MJH January Ice 6:30p-8p MJH January Ice 8p-9p MJH January Ice 9p-10p MJH January Ice	9 5:30p-7p MJH January Ice 7p-8:30p MJH January Ice 8:30p-9:30p MJH January Ice	10 5:30p-6:30p MJH January Ice 6:30p-8p MJH January Ice 8p-9p MJH January Ice 9p-10p MJH January Ice	11 5:30p-7p MJH January Ice 7p-8p MJH January Ice 8p-9:30p MJH January Ice	12	13 8a-11a MJH January Ice 11a-12:20p MJH January games 3:30p-4:50p MJH January games
14 3p-4:50p MJH January games	15 5:30p-6:30p MJH January Ice 6:30p-8p MJH January Ice 8p-9p MJH January Ice 9p-10p MJH January Ice	16 8:30p-9:30p MJH January Ice	17 5:30p-6:30p MJH January Ice 6:30p-8p MJH January Ice 8p-9p MJH January Ice 9p-10p MJH January Ice	18 5:30p-7p MJH January Ice 7p-8p MJH January Ice 8p-9:30p MJH January Ice	19	20 8a-11a MJH January Ice 11a-12:20p MJH January games 1p-3p MJH January Ice 3:30p-4:50p MJH January games
21	22 5:30p-6:30p MJH January Ice 6:30p-8p MJH January Ice 8p-9p MJH January Ice 9p-10p MJH January Ice	23 5:30p-7p MJH January Ice 7p-8:30p MJH January Ice 8:30p-9:30p MJH January Ice	24 5:30p-6:30p MJH January Ice 6:30p-8p MJH January Ice 8p-9p MJH January Ice 9p-10p MJH January Ice	25 5:30p-7p MJH January Ice 7p-8p MJH January Ice 8p-9:30p MJH January Ice	26	27 8a-11a MJH January Ice 3p-4:20p MJH January games 4:30p-5:50p MJH January games
28 9a-10:20a MJH January games	29 5:30p-6:30p MJH January Ice 6:30p-8p MJH January Ice 8p-9p MJH January Ice 9p-10p MJH January Ice	30 5:30p-7p MJH January Ice 7p-8:30p MJH January Ice 8:30p-9:30p MJH January Ice	31 5:30p-6:30p MJH January Ice 6:30p-8p MJH January Ice 8p-9p MJH January Ice 9p-10p MJH January Ice			

Olson Arena - Ice at Lakeview Arena

Monthly Calendar For February 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	2	3 12p-1p MJH Feb Ice practice
4	5 5:30p-6:30p MJH Feb Ice practice 6:30p-7:30p MJH Feb Ice practice 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	6 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	7 6p-7p MJH Feb Ice practice 7p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	8 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	9	10 11:30a-12:50p MJH Games Feb
11	12 5:30p-6:30p MJH Feb Ice practice 6:30p-7:30p MJH Feb Ice practice 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	13 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	14 6p-7p MJH Feb Ice practice 7p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	15 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	16	17 12p-1p MJH Feb Ice practice
18	19 5:30p-6:30p MJH Feb Ice practice 6:30p-7:30p MJH Feb Ice practice 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	20 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	21 6p-7p MJH Feb Ice practice 7p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	22 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	23	24
25	26 5:30p-6:30p MJH Feb Ice practice 6:30p-7:30p MJH Feb Ice practice 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	27 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	28 6p-7p MJH Feb Ice practice 7p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice	29 7:30p-8:30p MJH Feb Ice practice 8:30p-10p MJH Feb Ice practice		

Russell Arena - Ice at Lakeview Arena

Monthly Calendar For February 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 5:30p-6:50p MJH Feb Ice practice 7p-7:50p MJH Feb Ice practice 8p-9:20p MJH Feb Ice practice	2	3 8a-10:50a MJH Feb Ice practice
4	5 5:30p-6:20p MJH Feb Ice practice 6:30p-7:50p MJH Feb Ice practice 8p-8:50p MJH Feb Ice practice 9p-9:50p MJH Feb Ice practice	6 5:30p-6:50p MJH Feb Ice practice 7p-8:20p MJH Feb Ice practice 8:30p-9:20p MJH Feb Ice practice	7 5:30p-6:20p MJH Feb Ice practice 6:30p-7:50p MJH Feb Ice practice 8p-8:50p MJH Feb Ice practice 9p-9:50p MJH Feb Ice practice	8	9	10 1p-3p MJH February Ice 4p-5:20p MJH Games Feb
11	12 5:30p-6:20p MJH Feb Ice practice 6:30p-7:50p MJH Feb Ice practice 8p-8:50p MJH Feb Ice practice 9p-9:50p MJH Feb Ice practice	13 5:30p-6:50p MJH Feb Ice practice 7p-8:20p MJH Feb Ice practice 8:30p-9:20p MJH Feb Ice practice	14 5:30p-6:20p MJH Feb Ice practice 6:30p-7:50p MJH Feb Ice practice 8p-8:50p MJH Feb Ice practice 9p-9:50p MJH Feb Ice practice	15	16	17 8a-10:50a MJH Feb Ice practice
18	19 5:30p-6:20p MJH Feb Ice practice 6:30p-7:50p MJH Feb Ice practice 8p-8:50p MJH Feb Ice practice 9p-9:50p MJH Feb Ice practice	20 5:30p-6:50p MJH Feb Ice practice 7p-8:20p MJH Feb Ice practice 8:30p-9:20p MJH Feb Ice practice	21 5:30p-6:20p MJH Feb Ice practice 6:30p-7:50p MJH Feb Ice practice 8p-8:50p MJH Feb Ice practice 9p-9:50p MJH Feb Ice practice	22 5:30p-6:50p MJH Feb Ice practice 7p-7:50p MJH Feb Ice practice	23	24
25	26 5:30p-6:20p MJH Feb Ice practice 6:30p-7:50p MJH Feb Ice practice 8p-8:50p MJH Feb Ice practice 9p-9:50p MJH Feb Ice practice	27 5:30p-6:50p MJH Feb Ice practice 7p-8:20p MJH Feb Ice practice 8:30p-9:20p MJH Feb Ice practice	28 5:30p-6:20p MJH Feb Ice practice 6:30p-7:50p MJH Feb Ice practice 8p-8:50p MJH Feb Ice practice 9p-9:50p MJH Feb Ice practice	29 7:10p-7:50p MJH Feb Ice practice 8:10p-9:30p MJH Feb Ice practice		

Olson Arena - Ice at Lakeview Arena

Monthly Calendar For March 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 10a-11:20a MJH Games March 3p-4 20p MJH Games March
3	4 5:30p-6:30p MJH March Ice 6:30p-7:30p MJH March Ice 7:30p-8:30p MJH March Ice 8:30p-10p MJH March Ice	5 7:30p-8:30p MJH March Ice 8:30p-10p MJH March Ice	6 6p-7p MJH March Ice 7p-8:30p MJH March Ice 8:30p-10p MJH March Ice	7 7:30p-8:30p MJH March Ice 8:30p-10p MJH March Ice	8 8a - 4:30p(Mar 10, 2024) MJH 12U AA Tournament	9 ALL DAY MJH 12U AA Tournament
10 8a(Mar 8, 2024) - 4:30p MJH 12U AA Tournament	11 5:30p-6:30p MJH March Ice 6:30p-7:30p MJH March Ice 7:30p-8:30p MJH March Ice 8:30p-10p MJH March Ice	12 7:30p-8:30p MJH March Ice 8:30p-10p MJH March Ice	13 6p-7p MJH March Ice 7p-8:30p MJH March Ice 8:30p-10p MJH March Ice	14 7:30p-8:30p MJH March Ice 8:30p-10p MJH March Ice	15	16
17	18 5:30p-6:30p MJH March Ice 6:30p-7:30p MJH March Ice 7:30p-8:30p MJH March Ice 8:30p-10p MJH March Ice	19 7:30p-8:30p MJH March Ice 8:30p-10p MJH March Ice	20 6p-7p MJH March Ice 7p-8:30p MJH March Ice 8:30p-10p MJH March Ice	21 7:30p-8:30p MJH March Ice 8:30p-10p MJH March Ice	22	23
24	25	26 8:30p-10p MJH March Ice	27	28	29	30

Olson Arena - Ice at Lakeview Arena

Monthly Calendar For March 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31						

Russell Arena - Ice at Lakeview Arena

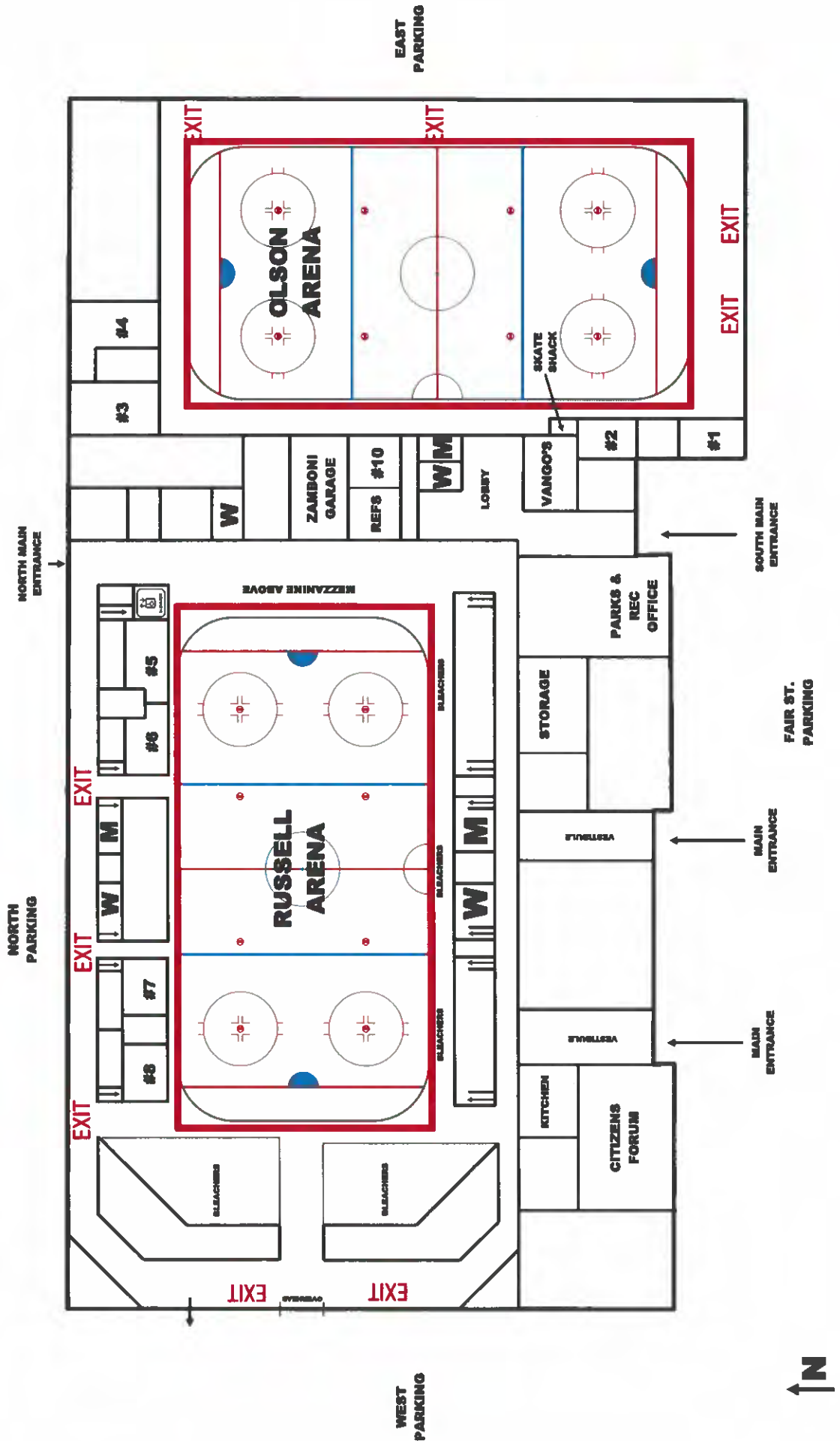
Monthly Calendar For March 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 3:30p-5 20p MJH Games March
3 9a-10:50a MJH Games March	4 4p-5:30p MJH March Ice 5:30p-6:30p MJH March Ice 6:30p-8p MJH March Ice 8p-9p MJH March Ice 9p-10p MJH March Ice	5 7p-8:30p MJH March Ice 8:30p-9:30p MJH March Ice	6 4p-5:30p MJH March Ice 5:30p-6:30p MJH March Ice 6:30p-8p MJH March Ice 8p-9p MJH March Ice 9p-10p MJH March Ice	7 7p-8p MJH March Ice 8p-9:30p MJH March Ice	8 8a - 6:30p(Mar 9, 2024) MJH 12U AA Tournament	9 8a(Mar 8, 2024) - 6:30p MJH 12U AA Tournament
10 8a-4:30p MJH 12U AA Tournament	11 4p-5:30p MJH March Ice 5:30p-6:30p MJH March Ice 6:30p-8p MJH March Ice 8p-9p MJH March Ice 9p-10p MJH March Ice	12 7p-8:30p MJH March Ice 8:30p-9:30p MJH March Ice	13 4p-5:30p MJH March Ice 5:30p-6:30p MJH March Ice 6:30p-8p MJH March Ice 8p-9p MJH March Ice 9p-10p MJH March Ice	14 7p-8p MJH March Ice 8p-9:30p MJH March Ice	15	16
17	18 4p-5:30p MJH March Ice 5:30p-6:30p MJH March Ice 6:30p-8p MJH March Ice 8p-9p MJH March Ice 9p-10p MJH March Ice	19 5:30p-7p MJH March Ice 7p-8 30p MJH March Ice 8:30p-9:30p MJH March Ice	20 9p-10p MJH March Ice	21 5:30p-7p MJH March Ice 7p-8p MJH March Ice 8p-9:30p MJH March Ice	22	23
24	25	26	27	28	29	30
31						



LAKEVIEW ARENA

EXHIBIT A



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote

Request for License to Use City Property in Sands Township for Access

BACKGROUND:

Terry Huffman has applied on behalf of Matt Belic for a Grant of License to use a City parcel in Sands Township that has a dirt road connected to M-553. According to the application, Mr. Belic is buying adjacent property that does not have road access. Mr. Huffman told staff that Mr. Belic intends to use the access from M-553 to that property so that he can build trails that will connect to existing trails at the Marquette Mountain ski area, and beyond to the NTN trail network in the Carp River valley.

FISCAL EFFECT:

The one-time fee for a License is \$425 and the fee has been paid.

RECOMMENDATION:

Approve the request and execute the Grant of License document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Grant of License Agreement_Signed by Belic
- ▣ Application for License_Belic_01-PRU-09-23

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and MATT BELIC of 1500 M-28 E, Marquette, Michigan 49855, "Belic," enter into this agreement on September 13, 2023, subject to the following conditions:

1. Background. The City owns the real property in Township 47 North, Range 25 West, Section 3, lying west of M-553, in the City of Marquette, and State of Michigan. Belic desires to construct an access right of way ("ROW"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$425.00, the City grants to Belic the right to construct and maintain the ROW on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Belic shall construct, and at all times while this License is in effect, maintain the ROW in good repair. Belic shall be responsible for all fees and expenses related to the construction and maintenance of the ROW and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the ROW except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Belic shall be responsible for any removal of, repair to or replacement of the ROW in connection with utility work. Belic shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's real estate.
5. Reimbursement for damages. Belic shall reimburse the City for any physical damages to the City's real estate caused by Belic's use on the real estate. Belic shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Belic's use. Belic's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Belic reserves the right to control the defense and settlement of any claim for which Belic has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Belic shall remove the ROW from the real estate, at its own expense. Belic shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

By: Cody O. Mayer
Its: Mayor

By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

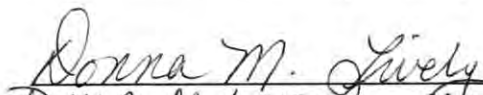
_____, Notary Public
State of Michigan, County of Marquette
My Commission Expires: _____
Acting in the County of Marquette



Matt Belic

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in ^{Emmet}~~Marquette~~ County, Michigan, on Sept. 13, 2023, 2023, by Matt Belic.



DONNA M. LIVELY, Notary Public
State of Michigan, County of ~~Marquette~~ ^{Emmet}
My Commission Expires: 04/29/2025
Acting in the County of Marquette



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

PRINT

CITY OF MARQUETTE
APPLICATION FOR LICENSE/EASEMENT
OF CITY OWNED PROPERTY



CITY STAFF USE

Date Submitted: 8/21/23 Parcel ID# 52-14-103-002-00 File #: 01-PRU-09-23

Property Address/Location: Sands Township - Road spur off M-553, see legal desc. and maps

Adequate Legal Description Submitted: ☒ Y / ☐ N

Anticipated Hearing Date: 9-25-23

ck# 90731
FEE \$425 (We can only accept Cash or Check (written to the City of Marquette))

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT

Name: Matt Belic

Address: 1500 M-28 E

City, State, Zip: Marquette, MI. 49855

Phone #: 906-869-4044

Fax #: _____

Email: matt8686@gmail.com

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

APPLICANT'S REPRESENTATIVE

Name: Terry Huffman - RE/MAX 1st Realty

Address: 2854 Venture Drive

City, State, Zip: Marquette, MI. 49855

Phone #: 906-225-7653

Fax #: _____

Email: terryhuffman@remax.net

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

What is the street address, or nearest street address, to the location of the requested license/easement?
County Road 553

Please describe the reason or necessity for the requested license/easement for use of the City property:

Legal access via existing road through City of Marquette land to Oberstar Properties land to the SE, which Mr. Belic is purchasing.

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area.

Attachments: *City parcel outlined in blue. *Oberstar parcel (Pending sale to Mr. Belic) Highlighted in green.

LEGAL DESCRIPTION

Legal description of the license/easement area:

N1/2 of the SW1/4 of Sec 2. and part of SE1/4 of the SW1/4 of Sec 2. and part of N1/2 of the SE1/4 of Sec 3. and SW1/4 of the NW1/4 of Sec 2. 201.36 AC +/-

SIGNATURE

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature:

Matt Belic

dotloop verified
08/17/23 11:13 AM EDT
CNLA-YWKK-WSAP-X672

Date: 8/20/23



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote
Solids Handling Project Change Order #2

BACKGROUND:

During excavation for the foundation, organic material and a large amount of reinforced concrete was discovered. This material had to be removed to ensure the stability of the new structures.

FISCAL EFFECT:

The contingency fund will be used to pay for the change order.

RECOMMENDATION:

Approve change order #2 for the solids handling project in an amount not to exceed \$129,334.13.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Change Order #2

CHANGE ORDER NO. 2

CHANGE ORDER
DATE OF ISSUANCE September 25, 2023

COMMENCEMENT OF
CONTRACT TIME June 6, 2023

OWNER City of Marquette

CONTRACTOR Miron Construction Co. Inc.

PROJECT MAWTF Biosolids Improvements Project CONTRACT NO. 13823

ENGINEER Donohue & Associates, Inc.

REASON FOR CHANGE ORDER:

The contract documents require subgrade excavation at Buildings 200 and 960 to the rigid inclusions load transfer pad for installation of the rigid inclusions system. The top of the rigid inclusions system is located at elevation 608.00 under the building footings and located at elevation 611.33 under the remainder of the building footprints.

During initial excavation of building 960 large quantities of organic material and reinforced concrete foundation were discovered. Request for Information 6 on 7/17/23 documented a portion of the materials. Request for Information 10 on 7/24/23 documented the extent of the materials.

During initial excavation of building 200, reinforced concrete foundation was discovered.

Issue #1: Organics found during excavation of building 960 were at approximately elevation 606 up to the new load transfer platform elevation. Organics were not identified in the soil borings at these elevations. These organics needed to be removed to provide a stable load transfer platform for installation of the rigid inclusions system.

Issue #2: The reinforced concrete found under building 960 during excavation was not identified in the soil borings and needs to be removed to install the rigid inclusions system.

Issue #3: The reinforced concrete found under building 200 during excavation was not identified in the soil borings and needs to be removed to install the rigid inclusions system.

The purpose of the change order is to over-excavate and remove the organic material and reinforced concrete foundation under buildings 200 and 960 as required to provide the rigid inclusions foundation. The removed material will be replaced with compacted structural backfill.

The work in this change order was authorized under Work Change Directive No. 2 to allow the work to proceed promptly and maintain construction schedule.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

Over-excavation of materials under Buildings 200 and 960 shall be completed to remove any reinforced concrete foundation and building materials that will not allow for installation of the rigid inclusions. Over-excavation of materials under building 960 shall be complete to remove any organics as needed to provide a stable working platform for installation of the rigid inclusions. Excavation shall be completed in accordance with Section 31 23 16 Excavation. Provide compacted structural backfill to replace excavated materials in accordance with Section 31 23 23 Fill and Backfill. Work shall be completed in accordance with the existing Contract Documents.

ATTACHMENTS:

1. Miron PCI0004
2. Request for Information 6
3. Request for Information 10

CHANGE IN CONTRACT PRICE
Original Contract Price:
\$ 12,758,324.00
Net increase from previous Change Orders:
\$ 12,703.64
Net increase of this Change Order:
\$ 129,334.13
Revised Contract Price:
\$ 12,900,361.77

CHANGE IN CONTRACT TIMES
Original Contract Times: <i>(days or dates)</i>
Substantial Completion: January 26, 2025
Ready for Final Payment: March 27, 2025
Net increase (decrease) from previous Change Orders: <i>(days)</i>
Substantial Completion: 0
Ready for Final Payment: 0
Net increase (decrease) of this Change Order: <i>(days)</i>
Substantial Completion: 0
Ready for Final Payment: 0
Revised Contract Times: <i>(days or dates)</i>
Substantial Completion: January 26, 2025
Ready for Final Payment: March 27, 2025

CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:

By: Allen Williams

ENGINEER *(signature)*

Allen Williams

ENGINEER *(printed name)*

Date: 9/14/2023

APPROVED:

By: _____

OWNER *(signature)*

OWNER *(printed name)*

Date: _____

ACCEPTED:

By: _____

CONTRACTOR *(signature)*

CONTRACTOR *(printed name)*

Date: _____



Change Order Request

Date: 08/31/2023

To: Mark O'Neill
City of Marquette
300 W Baraga Ave
Marquette, MI 49855

Re: Marquette WWTF - Biosolids Improvements
Marquette, MI 49855
Project: 230590

Reference Document: PCI0004

Change Description: Work Change Directive #2 - Building 960 Overexcavation due to unsuitable material discovered.

Contractor	Description	Amount
MJ VanDamme Trucking Inc	EARTHWORK - EXCAVATION	\$121,955.80
* SUB-TOTAL *		\$121,955.80
Management Fee - Subcontractor		\$6,097.79
* SUB-TOTAL *		\$128,053.59
Bond		\$1,280.54
** TOTAL **		\$129,334.13

Impacted Calendar Days: 0

All terms of our agreement apply and preclude Miron Construction Co., Inc. from performing any extra work without approval. Please provide your approval by signing this request.

Luke Oberdorfer
Miron Construction Co., Inc.

Date:

Owner Representative
City of Marquette

Date:

This quote expires on: 09/06/2023



Miron Construction Co., Inc.
1471 McMahon Dr
Neenah, Wisconsin 54956-6305
P: (920) 969-7000
F: (920) 969-7393

**Project: 230590 Marquette WWTF - Biosolids
Improvements**
1930 US Highway 41
Marquette, Michigan 49855

RFI #6: Buried Material Within 200/ 960 Foundations

Status	Closed on 07/25/23		
To	Allen Williams (Donohue & Associates) Morgan Zeinert (Miron Construction Co Inc) (Response Required)	From	Chad Sauter (Miron Construction Co Inc) 1471 McMahon Road Neenah, Wisconsin 54956-6305
Date Initiated	Jul 13, 2023	Due Date	Jul 16, 2023
Location	Project>Site	Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	Schedule Impact	TBD
Spec Section	Cost Code		
Drawing Number	Reference		
Linked Drawings			
Received From	Chad Sauter (Miron Construction Co Inc)		
Copies To	Mark O'Neill (City of Marquette), Isaac Roberts (GEI Consultants), Chad Sauter (Miron Construction Co Inc), Allen Williams (Donohue & Associates)		

ADDITIONAL FIELDS

AE/Owner Form No

Activity

Question	Question from Chad Sauter Miron Construction Co Inc on Wednesday, Jul 12, 2023 at 04:21 PM CDT Large quantities of buried foundation concrete and asphalt were encountered while excavating the sub cut for the 960 building foundation. It appeared to be in one localized area (NorthWest corner). This material will likely cause artificial refusal and impede installation of the Rigid Inclusions. Is it acceptable to over-excavate and replace with granular fill ahead of RI installation? Please advise. Material was witnessed and documented by GEI on 7/11/2023.
Official Response	Response from Morgan Zeinert Miron Construction Co Inc on Tuesday, Jul 25, 2023 at 02:47 PM CDT Please see response from engineer. Attachments RFI 000006 - Answered.pdf
All Replies	Response from Morgan Zeinert Miron Construction Co Inc on Tuesday, Jul 25, 2023 at 02:47 PM CDT Please see response from engineer. Attachments RFI 000006 - Answered.pdf

REQUEST FOR INFORMATION

Request No. 6

Date: 07/17/2023

Contractor: Miron

Specification Section / Drawing No.:
Buried Material Within 200/ 960 Foundations

Project: Marquette Area Wastewater Treatment Facility
Biosolids Improvements Project

Contract: 13823

Question

Large quantities of buried foundation concrete and asphalt were encountered while excavating the sub cut for the 960 building foundation. It appeared to be in one localized area (NorthWest corner). This material will likely cause artificial refusal and impede installation of the Rigid Inclusions. Is it acceptable to over-excavate and replace with granular fill ahead of RI installation? Please advise. Material was witnessed and documented by GEI on 7/11/2023.

Prepared By: Miron Construction

Date Response Needed: 07/31/2023

Verify required subgrade preparation with RI designer.

Prepared By: KAG

Date: 07-24-23

Response Returned to Contractor On:

cc: Owner: _____

Resident Project Representative:



Miron Construction Co., Inc.
1471 McMahon Dr
Neenah, Wisconsin 54956-6305
P: (920) 969-7000
F: (920) 969-7393

**Project: 230590 Marquette WWTF - Biosolids
Improvements**
1930 US Highway 41
Marquette, Michigan 49855

RFI #10: Over excavation of Unsuitable Material at 960

Status	Closed on 07/25/23		
To	Allen Williams (Donohue & Associates) Morgan Zeinert (Miron Construction Co Inc) (Response Required)	From	Luke Oberdorfer (Miron Construction Co Inc) 1175 Lombardi Ave., Suite 300 Green Bay, Wisconsin 54304
Date Initiated	Jul 21, 2023	Due Date	Jul 24, 2023
Location		Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Luke Oberdorfer (Miron Construction Co Inc)		
Copies To	Nathan Hallsten (Subsurface Constructors Inc), Isaac Roberts (GEI Consultants), Pete Ryynanen (MJ VanDamme Trucking Inc), Chad Sauter (Miron Construction Co Inc), Allen Williams (Donohue & Associates)		

ADDITIONAL FIELDS

AE/Owner Form No

Activity

Question

Question from Luke Oberdorfer Miron Construction Co Inc on Friday, Jul 21, 2023 at 12:48 PM CDT

On 7/20/23 while digging to the appropriate elevation associated with the new building 960 structure, there was an area witnessed with organic material at approximately 611.00'. We made the sub cut down to 608.00' successfully removing the majority of the organic material, but then ran into buried broken up foundation (concrete 5"-8" with rebar). In discussions with the rigid inclusion contractor, this material would cause false refusal, and the drill will not be able to penetrate.

Upon discovery, a meeting was held on 7/20/23 with the owner, Donahue, GEI, Subsurface Constructors, and MJ Vandamme. Subsurface had indicated that the material would need to be removed in order to perform their operations. Concluding the meeting, the direction was recommended for the contractor to mark the perimeter extents of the area affected and remove unsuitable soils and debris so as to be replaced with structural back-fill compacted in lifts. GEI and Coleman to be onsite to witness the operation. Please advise if acceptable to perform this work on a T&M basis to maintain project schedule.

Please reference attached PDF and pictures.

Attachments

[Marquette WWTF - 960 Unsuitable Soil Area 7-20-23.pdf](#), [DE84EDA0-EE18-443F-97E0-B078E6D4456E.JPG](#), [2000000000040164.JPG](#), [515910DF-EE74-4A77-8CEE-FFCDB018F18F.JPG](#), [39E72171-9906-4405-A9C1-19118F6A7F31.JPG](#)

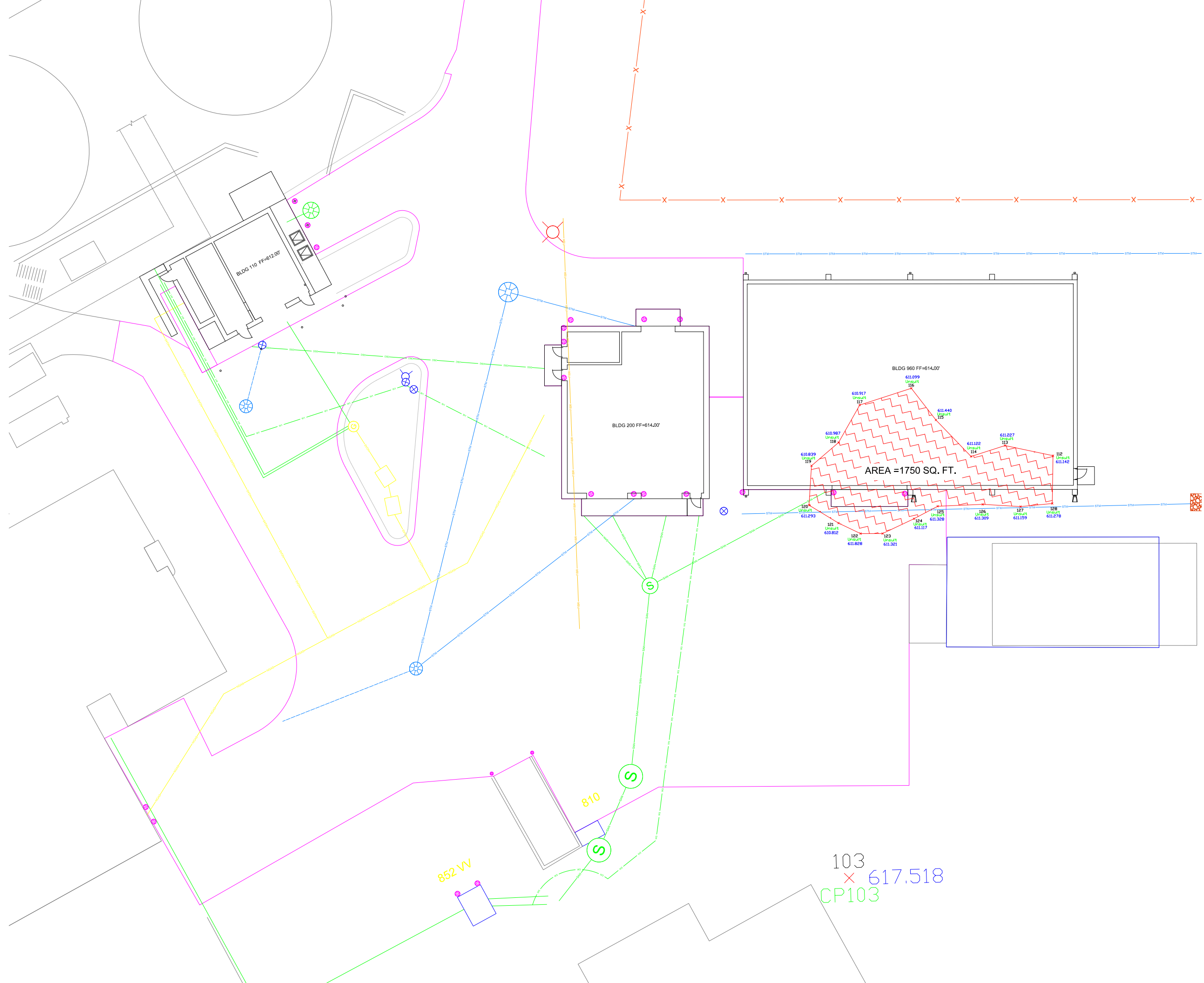
Official Response**Response from Morgan Zeinert Miron Construction Co Inc on Tuesday, Jul 25, 2023 at 02:43 PM CDT**

Please see response from engineer.

Attachments[RFI 000010 - Answered.pdf](#)**All Replies****Response from Morgan Zeinert Miron Construction Co Inc on Tuesday, Jul 25, 2023 at 02:43 PM CDT**

Please see response from engineer.

Attachments[RFI 000010 - Answered.pdf](#)



REQUEST FOR INFORMATION

Request No. 10	Date: 07/24/2023
Contractor: Miron	Specification Section / Drawing No.: Over excavation of Unsuitable Material at 960
Project: Marquette Area Wastewater Treatment Facility Biosolids Improvements Project	
Contract: 13823	

Question

On 7/20/23 while digging to the appropriate elevation associated with the new building 960 structure, there was an area witnessed with organic material at approximately 611.00'. We made the sub cut down to 608.00' successfully removing the majority of the organic material, but then ran into buried broken up foundation (concrete 5"-8" with rebar). In discussions with the rigid inclusion contractor, this material would cause false refusal, and the drill will not be able to penetrate.

Upon discovery, a meeting was held on 7/20/23 with the owner, Donahue, GEI, Subsurface Constructors, and MJ Vandamme. Subsurface had indicated that the material would need to be removed in order to perform their operations. Concluding the meeting, the direction was recommended for the contractor to mark the perimeter extents of the area affected and remove unsuitable soils and debris so as to be replaced with structural back-fill compacted in lifts. GEI and Coleman to be onsite to witness the operation. Please advise if acceptable to perform this work on a T&M basis to maintain project schedule.

Please reference attached PDF and pictures.

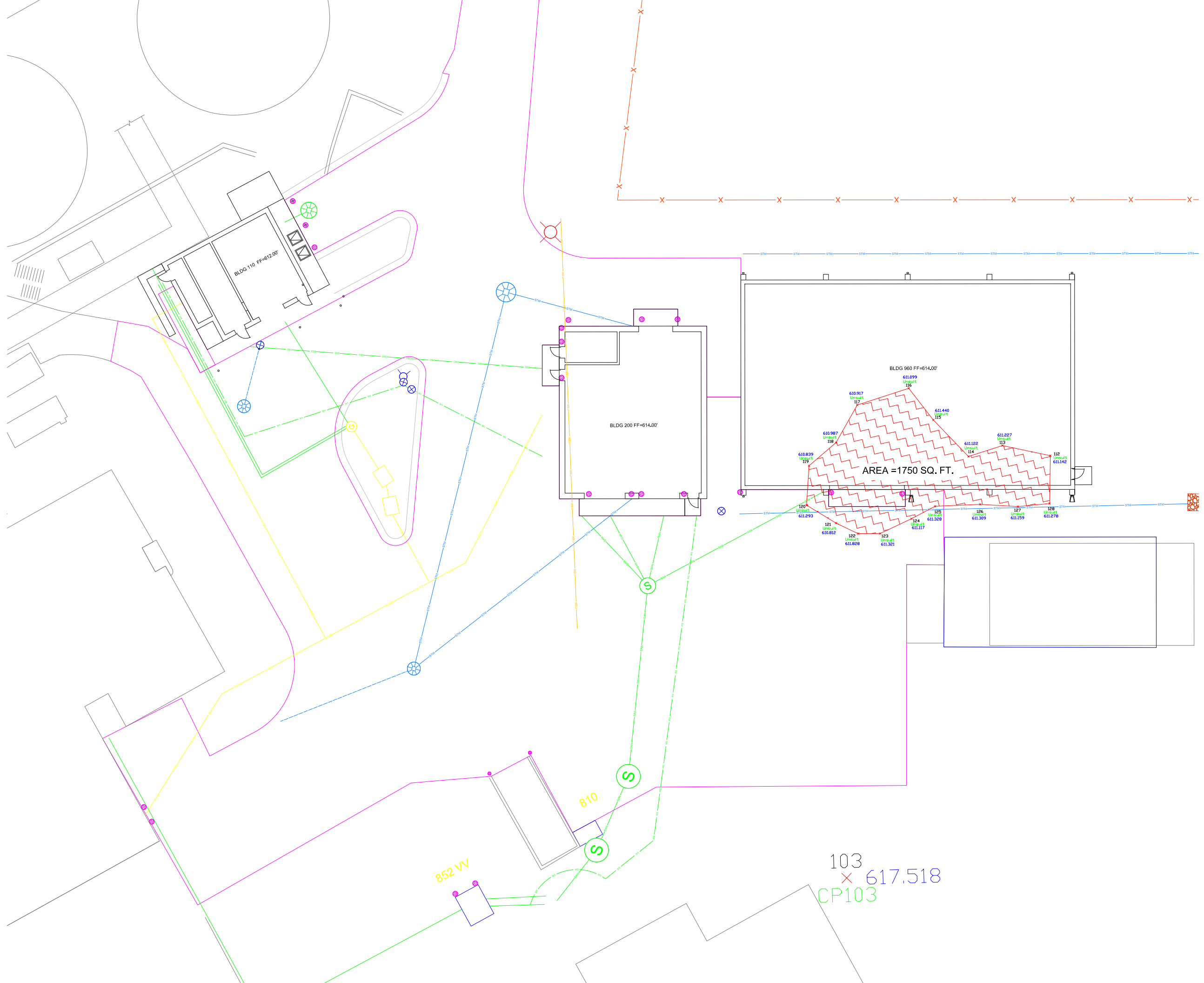
Prepared By: Miron Construction	Date Response Needed: 08/07/2023
---------------------------------	----------------------------------

Verify required subgrade preparation with RI designer. Provide a proposed T&M basis with a not to exceed value for review by Donohue.

Prepared By: KAG/ATW	Date: 07-24-23
----------------------	----------------

Response Returned to Contractor On:

cc: Owner: _____
Resident Project Representative: _____











City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote **Termination of Utility Easement - 420 N. Third Street**

BACKGROUND:

The owner of 420 N. Third Street has requested the termination of an unutilized existing utility easement that runs through the site. The easement was intended for Marquette Board of Light and Power (MBLP) utilities, however the City of Marquette was also included as a party to the agreement. The MBLP has agreed to terminate the easement and the City does not have any beneficial uses for this easement.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the termination of the utility easement at 420 N. Third Street, and authorize the Mayor and Clerk to execute the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Termination of Easement Agreement
- ▣ Mortgage Survey



S-3

SECURITY SOLUTIONS SERVICES LLC

August 24, 2023

Mikael Kilpela, P.E.
City of Marquette
Engineering Department
1100 Wright St.
Marquette, MI 49855

Dear Mr. Kilpela,

Please find attached the Termination of Easements that you have enabled for the combined lots now known as 420 North 3rd Street.

I have executed and had notarized page 4, the BBPP Properties signature page.

Please accept my thanks and gratitude for enabling this Termination of Easement.

Thank you,

Erik Moin

Member, BBPP Properties, LLC

TERMINATION OF EASEMENTS

This Termination and Release of Easement ("Termination") is executed this 22nd day of August, 2023 by the CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855 ("City"), the MARQUETTE BOARD OF LIGHT AND POWER ("MBLP"), of 2200 Wright Street, Marquette, Michigan 49855 and BBPP Properties, LLC, a Michigan limited liability company of 105 Meeske Ave, Marquette, Michigan 49855 ("BBPP").

RECITALS

A. First National Bank and Trust Company executed an easement in favor of the City of Marquette, a municipal corporation owning and operating a light and power system called the Board of Light and Power dated September 22, 1987, and recorded on January 27, 1988 in Liber 122 of Miscellaneous Records, Page 670, Marquette County Records;

B. Howard B. Morrison and Helen Morrison, husband and wife executed an easement in favor of the City of Marquette, a municipal corporation owning and operating a light and power system called the Board of Light and Power dated October 8, 1987 and recorded January 27, 1988 in Liber 122 of Miscellaneous Records, Page 582, Marquette County Records (collectively both easements are referred to as "Easements");

C. Said Easements granted onto the MBLP the right, privilege and authority to install, erect, operate and perpetually maintain an electric power line over, across and upon real property located in the City of Marquette, County of Marquette and State of Michigan, more specifically described as being:

Lots 20 and 21, Block 8, John Burt's Addition to the City of Marquette ("Premises");

D. The utilities that are the subject of the Easements have been relocated and MBLP no longer utilizes the Easements on the Premises;

E. BBPP is the current owner of the Premises; and

F. The parties desire to formally terminate the Easements.

NOW THEREFORE:

1. The Easements are hereby vacated and terminated in full, and the City and MBLP waive all rights to utilizing it for providing an electric power line over and across the Premises.

2. The parties confirm and consent that the Premises shall, upon recording this Termination, be held, occupied, improved or in any other manner utilized free from the restrictions and provisions contained in said Easements.

CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor

By: _____
Kyle Whitney, City Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on this ____ day of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of Marquette, a Michigan municipal corporation, on behalf of the corporation.

Print Name: _____
Notary Public, State of Michigan
Commission Expires: _____

Approved as to Substance:

Karen Kovacs, City Manager

MARQUETTE BOARD OF LIGHT AND POWER

By: 

Print name: TIM KOPACZ

Title: Director of Distribution

STATE OF MICHIGAN)

COUNTY OF MARQUETTE)

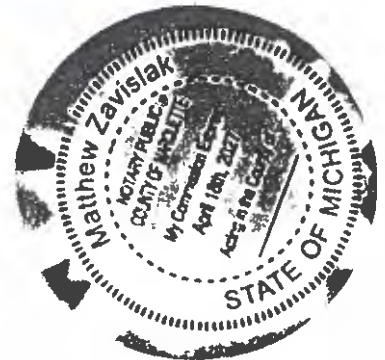
Acknowledged before me in Marquette County, Michigan, on this 29 day of August, 2023, by Tim Kopacz, the Director of Distribution of the Marquette Board of Light and Power, on behalf of the Marquette Board of Light and Power.



Print Name: Matthew Zavislak

Notary Public, State of Michigan

Commission Expires: 4-18-27



BBPP PROPERTIES, LLC

By: [Signature]
Print name: Erik Moir
Title: Member

STATE OF MICHIGAN)
COUNTY OF Macomb)

Acknowledged before me in Macomb County, Michigan, on this 23rd day of August, 2023, by Erik Moir, the NON TAX SIGNATOR of BBPP Properties, LLC, on behalf of the company.

[Signature]
Print Name: P Ruley-Cormier
Notary Public, State of Michigan
Commission Expires: MARCH 18 2023

Drafted by:
Suzanne C. Larsen (P57107)
City Attorney, City of Marquette
300 W. Baraga Ave.
Marquette, Michigan 49855

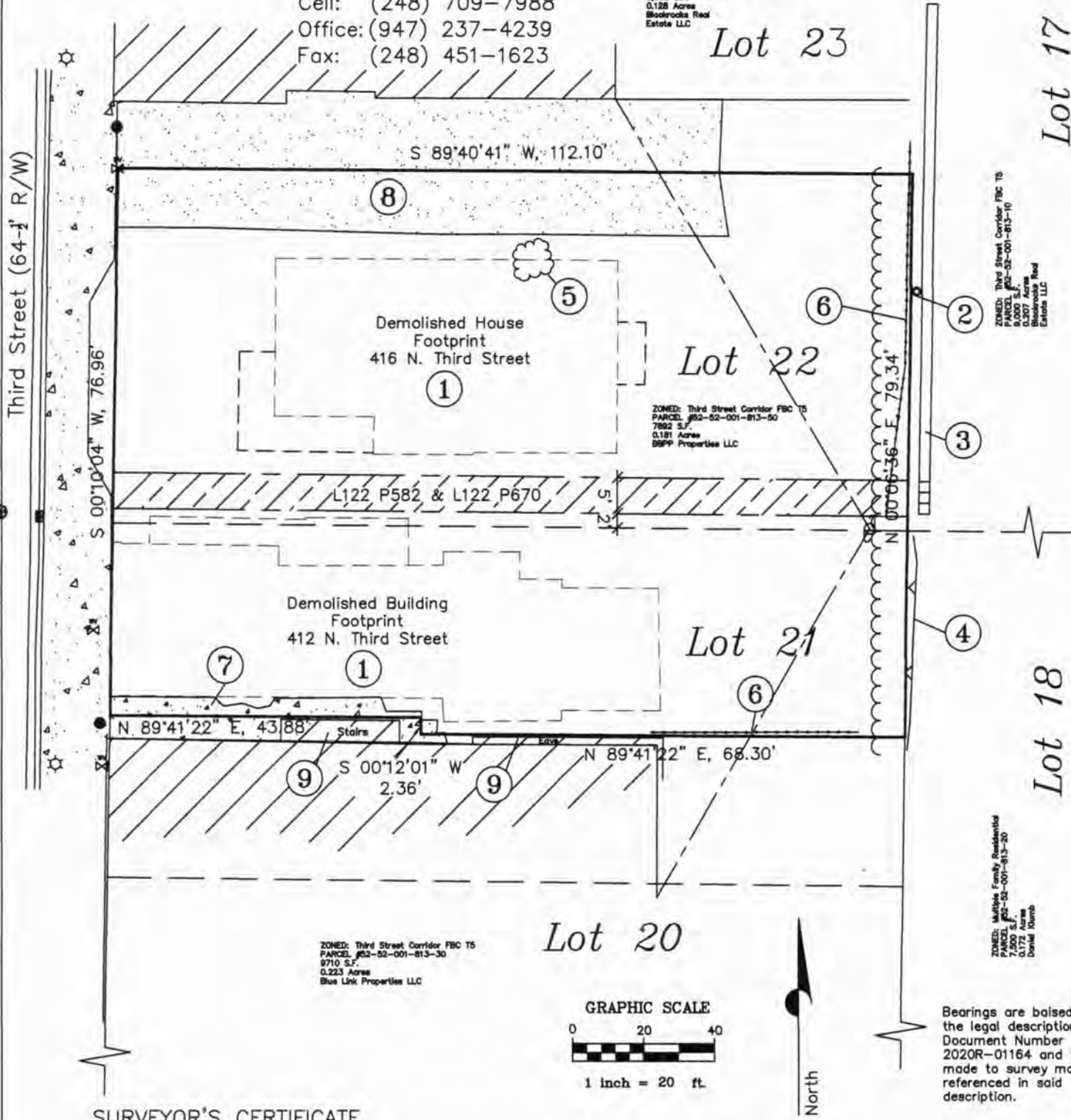
P RULEY-CORMIER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires March 18, 2030
Acting in the County of MACOMB

MORTGAGE SURVEY

LOCATION: LOT 22 AND PART OF LOT 21, BLOCK 8, JOHN BURT'S ADDITION
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN.

ORDERED BY: NICK DANE
c/o CITIZENS STATE BANK
32500 WOODWARD AVENUE
ROYAL OAK, MICHIGAN 48073
Cell: (248) 709-7988
Office: (947) 237-4239
Fax: (248) 451-1623

ZONED: Third Street Corridor FBC TS
PARCEL: #52-52-001-813-70
5,600 S.F.
0.128 Acres
Biodivros Real Estate LLC



SURVEYOR'S CERTIFICATE

I hereby certify that this inspection plat shows the improvements as located on the premises described, that the improvements are entirely within the lot lines, except as indicated, and that there are no encroachments upon the the premises described by the improvements of the adjoining premises, except as indicated.

I further certify that this MORTGAGE SURVEY was prepared for IDENTIFICATION PURPOSES only for the MORTGAGEE in connection with a new mortgage and is not intended or represented to be a land or property line survey; that no property corners were set; and is not to be used or relied upon for the establishment of any fence, building or other improvement. No responsibility is extended herin to the present owner or occupant.



BY: Neil J. Lynch DATE: 8-1-2022
NEIL J. LYNCH P.S. # 41918

LEGEND • -Found Iron ○ -Set 5/8" X 18" Iron w/PS Cap ▲ -Found Concrete Monument △ -Set Concrete Monument □ -Other as Noted R -RECORDED M -MEASURED	DRAWN BY: NJL	JOB NO. 2022-118
	SCALE: 1"=20'	SHEET <u>1</u> OF <u>2</u>
	DATE 07-30-2022	REVISIONS

Lynch  Surveying L.L.C.

Neil J. Lynch PS
Professional Surveying Services
370 North Road
Negaunee, MI. 49866
(906) 362-5555

MORTGAGE SURVEY

LOT 22 AND PART OF LOT 21, BLOCK 8, JOHN BURT'S ADDITION
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN.

NICK DANE
c/o CITIZENS STATE BANK
32500 WOODWARD AVENUE
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Cell: (248) 709-7988
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Legal Description
Provided by Owner

LEGAL DESCRIPTION from Document Number 2020R-01164, Marquette County Records:
Lot number Twenty-two (22), Block Eight (8), John Burt's Addition, according to the recorded plat thereof and all that part of Lot number Twenty-one (21), Block Eight (8), John Burt's Addition, according to the recorded plat thereof EXCEPTING from said Lot 21, the following described parcel: Beginning at the Southwest corner of Lot 19, Block 8, John Burt's Addition; thence North 00°12'01" East, along the west line of said Lot 19 and Lot 20, in said Block 8, John Burt's Addition to the Southwest corner of Lot 21, Block 8, John Burt's Addition, and the Point of Beginning; thence continuing North 00°12'01" East, 22.8 feet; thence North 89°41'22" East, 43.88 feet; thence South 00°12'01" West, 2.36 feet; thence North 89°41'22" East, 68.30 feet to the East line of said Lot 21; thence South along the East line of said Lot 21 to the South line of Lot 21; thence West along the South line of Lot 21 to the Point of Beginning.

Utility
Easement
L122 P582
L122 P670

The North 5.0' of the South 7.0' of Lot 22, Block 8, John Burt's Addition to the City of Marquette and 2 service easements across Lot 22 to Lot 23 and across Lot 22 and 21 to Lot 20 approximately as shown on the attached utility easement description map.

- 1 Subject Parcel is now a vacant sand lot. The buildings that were there have been demolished and the debris removed from the site. The old building footprints are shown as dashed lines for reference.
- 2 One and one-half (1.5') foot diameter round concrete light post footing for the parking lot to the east. Nearest point is 0.7' East of Subject Parce Property Line.
- 3 Four (4') tall brick retaining wall is 1.6' east of the Subject Parcel. Parking lot is below the elevation of the Subject Parcel.
- 4 Failing Concrete Retaining Wall is 1.5' to 2.5' tall with its foundation to the west within the Subject Parcel. The wall leans east of the Subject Parcel Property Line into the adjoining parcel between 0.5' and 1.4'.
- 5 Fenced Utility Hazard remaining from the demolition project.
- 6 Four foot tall wire fence with wood and steel fence posts. Both fences are completely within the Subject Parcel.
- 7 Remaining broken concrete walk left from the demolition project that previously provided access and drainage between the buildings.
- 8 Asphalt Drive that was previously use as a shared access for the Subject Parcel and the parcel to the north. It appears that there are several utilities running east through this area. No formal easement was found.
- 9 Covered stairway and overhanging eave are 0.4' south of Subject Parcel Property Line.

KEY		Concrete Surface		Adjacent Building		Treeline		Light Post
		Asphalt Surface		Utility Easement		Demolished Building Footprint		Power Pole
						Utility Service Easement		Water Shut Off
								Gas Shut Off
								Storm Man Hole
								Storm Catch Basin

SURVEYOR'S CERTIFICATE

I hereby certify that this inspection plat shows the improvements as located on the premises described, that the improvements are entirely within the lot lines, except as indicated, and that there are no encroachments upon the the premises described by the improvements of the adjoining premises, except as indicated.

I further certify that this MORTGAGE SURVEY was prepared for IDENTIFICATION PURPOSES only for the MORTGAGEE in connection with a new mortgage and is not intended or represented to be a land or property line survey; that no property corners were set; and is not to be used or relied upon for the establishment of any fence, building or other improvement. No responsibility is extended herin to the present or future land owner or occupant.



BY: *Neil J. Lynch* DATE: *8-1-2022*
NEIL J. LYNCH P.S. # 41918

LEGEND • -Found Iron o -Set 5/8" X 18" Iron w/PS Cap ▲ -Found Concrete Monument △ -Set Concrete Monument □ -Other as Noted R -RECORDED M -MEASURED	DRAWN BY: NJL	JOB NO. 2022-118
	SCALE: N/A	SHEET <u>2</u> OF <u>2</u>
	DATE 07-30-2022	

Lynch

Surveying L.L.C.

Neil J. Lynch PS
Professional Surveying Services
370 North Road
Negaunee, MI. 49866
(906) 362-5555

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

Consent Agenda - Roll Call Vote

Water and Wastewater Treatment Chemicals BP23-10

BACKGROUND:

The Marquette Area Wastewater Treatment Facility and Water Filtration Plant annually solicit bids for water treatment chemicals. Ten suppliers responded this year. The attached bid tabulation includes delivered prices for chemicals meeting specifications.

Pencco, Inc. – San Felipe, TX

Hydrofluosilicic Acid 23.0% to 26.0% - \$0.3385 /lb.

Alexander Chemical Corp. – Peru, IL

Sodium Bisulfite, 38% minimum, Bulk Delivery - \$0.279 /lb.

Wandels' Water Care – Negaunee, MI

Water Softener Salt, 99.5% pellets, Bulk Delivery - \$0.162/lb.

Hawkins, Inc. – Superior, WI

Sodium Hydroxide, 50%, Bulk Delivery - \$3.4106 /gallon

USALCO – Baltimore, MD

Sodium Aluminate, Technical Grade 38% - \$780.50 /wet ton

Rowell Chemical Corp. – Hinsdale, IL

Sodium Hypochlorite, - \$2.73 /gallon

FISCAL EFFECT:

Funds are included in the FY 2024 Water and Wastewater Budgets.

RECOMMENDATION:

Award the chemical bids for FY 2024 to the successful bidders meeting specifications.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▢ Bid Tabulation

BID TABULATION
BP 23-10 "Water and Wastewater Treatment Chemicals"
2:00 p.m., August 29, 2023

	I. Hydrofluos ilicic Acid	II. Sodium Bisulfite	III. Water Softener Salt	IV. Sodium Hydroxide 50%	V. Sodium Aluminate	VI. Sodium Hypochlorite
COMPANY NAME	Bulk / lb.	Bulk / lb.	Per lb.	Bulk / gal.	Wet ton	Bulk / gal.
<i>Alexander Chemical Corp.</i>	\$0.399	\$0.279		\$4.90*		\$2.99*
<i>Brenntag Great Lakes</i>				\$3.4106		
<i>Hawkins</i>	\$0.58			\$4.90		\$2.78
<i>Hydrite Chemical Co.</i>		\$0.21*		\$3.75*		\$3.48*
<i>Pencco</i>	\$0.3385					
<i>PVS Chemical Solutions</i>		\$0.3000				
<i>Rowell Chemical Corp.</i>				\$3.50		\$2.73
<i>Wandels' Water Care</i>			\$0.162			
<i>USALCO</i>					\$780.50	
<i>Univar Solutions</i>	\$0.34					

Chemical Cost Tracking									
Chemical	Application*	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Hydrofluosilicic Acid, \$/lb	W	\$0.22	\$0.20	\$0.1947	\$0.210	\$0.21	\$0.254	\$0.325	\$0.3385
Sodium Bisulfite, \$/lb	WW	\$0.11	\$0.12	\$0.129	\$0.135	\$0.128	\$0.20	\$0.225	\$0.279
Water Softener Salt, \$/lb	W	0.14	\$0.18	\$0.171	\$0.171	\$0.132			\$0.162
Sodium Hydroxide, \$/gal	W	\$1.90	\$2.39	\$2.54	\$2.350	\$2.04	\$3.05	\$4.00	\$3.4106
Sodium Aluminate, \$/wet ton	WW	\$437.08	\$451.80	\$477.00	\$477.000	\$478.00	\$538.60	\$750.26	\$780.50
Sodium Hypochlorite, \$/gal	WW	\$0.99	\$1.10	\$1.20	\$1.200	\$1.05	\$1.78	\$3.05	\$2.73

*Hydrite Chemical Co. stipulated all three bids must be awarded to qualify. Unable to supply one product only.

*Alexander Chemical Corp. stipulated price is firm, calendar quarterly only.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

New Business

Budget Adjustment - Fiscal Year End 2023

BACKGROUND:

In order to stay in compliance with State and Local laws and regulations, the City should complete each fiscal year with a budget in which actual expenditure amounts do not exceed budget amounts. The attached schedule illustrates funds with projected fiscal year end activities that exceed current budgeted amounts.

FISCAL EFFECT:

Approval of the adjustments will help ensure the City stays in compliance with budgetary rules and regulations.

RECOMMENDATION:

Approve the budget adjustments for Fiscal Year 2023 and authorize the Chief Financial Officer to make the necessary adjustments to balance the budgets.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ FY'23 FYE Budget Adjustment

BUDGET REPORT FOR CITY OF MARQUETTE

	2022-23 AMENDED BUDGET	2022-23 PROJECTED ACTIVITY	FY'23 Proposed Budget Adjustment
Fund: 203 LOCAL STREET FUND			
TOTAL ESTIMATED REVENUES / USE OF FUND BALANCE	3,555,540	2,512,380	16,200
TOTAL APPROPRIATIONS	3,555,540	3,571,740	16,200
Fund: 227 SANITATION			
TOTAL ESTIMATED REVENUES / USE OF FUND BALANCE	2,425,750	2,413,920	77,520
TOTAL APPROPRIATIONS	2,425,750	2,503,270	77,520
Fund: 285 CRIMINAL JUSTICE TRAINING FUND			
TOTAL ESTIMATED REVENUES / USE OF FUND BALANCE	3,600	5,360	1,760
TOTAL APPROPRIATIONS	3,600	5,360	1,760
Fund: 353 2006 High Street-SRF2			
TOTAL ESTIMATED REVENUES / USE OF FUND BALANCE	12,760	12,970	220
TOTAL APPROPRIATIONS	12,760	12,980	220
Fund: 361 2014 Capital Project Debt Service			
TOTAL ESTIMATED REVENUES / USE OF FUND BALANCE	113,300	113,310	10
TOTAL APPROPRIATIONS	113,300	113,310	10
Fund: 363 2016 Capital Project Debt Service			
TOTAL ESTIMATED REVENUES / USE OF FUND BALANCE	294,060	294,070	10
TOTAL APPROPRIATIONS	294,060	294,070	10
Fund: 371 LIBRARY IMPROVEMENT DEBT FUND			
TOTAL ESTIMATED REVENUES / USE OF FUND BALANCE	333,750	248,620	520
TOTAL APPROPRIATIONS	333,750	334,270	520
Fund: 432 Construction Fund			
TOTAL ESTIMATED REVENUES / USE OF FUND BALANCE	307,980	2,273,310	1,965,330
TOTAL APPROPRIATIONS	307,980	2,273,310	1,965,330
Fund: 510 LAKESHORE AND LIGHTHOUSE PARK FUND			
TOTAL ESTIMATED REVENUES / USE OF FUND BALANCE	79,520	69,560	10,180
TOTAL APPROPRIATIONS	79,520	89,700	10,180
MULTIPLE FUNDS: Protecting MI Pension Grant			
TOTAL ESTIMATED REVENUES	-	704,420	704,420
TOTAL APPROPRIATION	-	704,420	704,420

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

New Business **City Attorney Evaluation**

BACKGROUND:

The City Charter requires an annual performance evaluation of the City Attorney. In August, the City Commission authorized the Mayor to appoint a subcommittee consisting of Commissioners Hanley, Ottaway and Smith to the evaluation committee. The subcommittee met to review the City Attorney's performance and compensation earlier this month.

The overall evaluation was very positive. The City Attorney has successfully met all City Charter requirements for her position. Commissioner feedback has been provided to the City Attorney directly.

The committee recommends the term of the City Attorney's contract be extended to September 30, 2026. In reviewing Commissioners' recommendations and City budgetary constraints, the committee also recommends the Commission revisit the Attorney's compensation in the near future.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the City Attorney's annual performance evaluation and extend the term of the Attorney's contract to Sept. 30, 2026 at the existing compensation level.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

New Business **City Manager Evaluation**

BACKGROUND:

The City Charter requires an annual performance evaluation of the City Manager. In August, the City Commission authorized the Mayor to appoint a subcommittee consisting of Commissioners Hanley, Ottaway and Smith to the evaluation committee. The subcommittee met to review the City Manager's performance and compensation earlier this month.

The overall evaluation was very positive. The Manager has successfully met all the City Charter requirements for her position and the majority of City Commissioners awarded her the highest rating in all other performance categories. Commissioner comments and suggestions have been provided to the City Manager.

The committee recommends increasing the length of the City Manager's severance terms from three to six months if terminated without cause in addition to extending the term of the City Manager's contract to September 30, 2026. In reviewing Commissioners' recommendations and City budgetary constraints, the committee also recommends the Commission revisit the Manager's compensation in the near future.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Approve the City Manager's evaluation, amend her contract to increase the length of severance term to six months if terminated without cause, and extend the term of the Manager's contract to Sept. 30, 2026 at the existing compensation level.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

New Business **City Hall Labor Agreement**

BACKGROUND:

The City of Marquette has reached an agreement with the City Hall Employees' Chapter of AFSCME Local #1852. The bargaining unit has ratified the agreement. Their original agreement was effective Oct. 1, 2021 with contractual wage reopeners for 2022 and 2023, terminating Sept. 30, 2024; however, the City's bargaining team and the City Hall unit of AFSCME have agreed on wages effective Oct. 1, 2023 and extending the contract for two years. The main issues discussed were the way holidays are treated for employees on flexible work schedules and wages. The agreed upon wages for the length of the extended contract include increases of 5% for 2023, and 3% for 2024 and 2025.

The City's bargaining team commends the City Hall unit of AFSCME for their willingness to work with us to negotiate an Agreement that is fair to the employees and the City.

FISCAL EFFECT:

For year one, a 5% increase to wages equates to a cost of approximately \$67,000. This will require a budget adjustment.

RECOMMENDATION:

Approve the City Hall Employees' Labor Agreement extension effective October 1, 2023 through September 30, 2026, and authorize the Mayor and City Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

New Business **Police Labor Agreement**

BACKGROUND:

The City of Marquette has reached a new Agreement with the Marquette Professional Police Association - Police Officers Association of Michigan (POAM). The bargaining unit has ratified the Agreement. The main issues during negotiations were rates of pay and overtime provisions. The parties have agreed to a two-year contract with a 5% wage increase for year one in addition to a one-time \$600 per person law enforcement retention bonus, and a 3% wage increase for year two.

The City's bargaining team would like to thank the Marquette Professional Police Association for their willingness to work with us to negotiate an Agreement that is fair to the employees and the City.

FISCAL EFFECT:

The total cost for the first year 5% increase to wages in addition to the one-time \$600 law enforcement retention bonus is roughly \$126,400. This will require a budget amendment.

RECOMMENDATION:

Approve the Marquette Professional Police Association Labor Agreement effective October 1, 2023 through September 30, 2025, and authorize the Mayor and City Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/25/2023

New Business **Supervisors' Labor Agreement**

BACKGROUND:

The City of Marquette has reached a new four-year agreement with the Supervisory Employees' Chapter of AFSCME Local #1852. The bargaining unit has ratified the Agreement. The main issues during negotiations were wages, including on-call pay and the conversion of the two Plant Supervisors to exempt status being paid by salary, in addition to the implementation of flexible work schedules. The parties have agreed to a four-year contract with a 5% wage increase for year one, and 3% wage increases for years two through four.

The City's bargaining team commends the Supervisory unit of AFSCME for their willingness to work with us to negotiate an Agreement that is fair to the employees and the City.

FISCAL EFFECT:

For year one, a 5% increase to base wages and an increase of 26 hours annually per non-exempt Supervisor in on-call pay equates to a cost of roughly \$47,750. This will require a budget adjustment.

RECOMMENDATION:

Approve the Supervisory Employees Labor Agreement effective October 1, 2023 through September 30, 2027, and authorize the Mayor and City Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available