

City of Marquette, MI



Meeting Agenda City Commission

**Tuesday, October 15, 2024
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

Boards and Committees

1. Appointment(s)

Julie Benda to the Traffic/Parking Advisory Committee for an unexpired term ending 05-30-26.

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

Presentation(s)

2. Certificate of Appreciation - Detective Captain Greg Kinonen

3. Marquette Area Wastewater Treatment Advisory Board, by Deputy City Manager Sean Hobbins

4. Consent Agenda - Roll Call Vote

4.a. Approve the minutes of the September 30, 2024 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$2,306,984.60

4.c. Application for License to Use City Property Adjacent to 700 S. Lakeshore Boulevard

4.d. Co-Generation Maintenance Services

4.e. EV Charging Station Lease

4.f. Marquette Junior Hockey Corporation - Concession Lease Agreement

4.g. Professional Services Contract - Water Plant Improvement

4.h. Schedule Public Hearing- The Chipp Workforce Housing Brownfield Plan- Roll Call Vote

4.i. Superior Hills Association of Parents and Educators Non-Profit Status - Roll Call Vote

4.j. Upper Peninsula Community Rowing Club - Facility Lease

New Business

5. Resolution to Approve and Adopt the Community Master Plan - Roll Call Vote

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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: 10/15/2024

Consent Agenda - Roll Call Vote

Approve the minutes of the September 30, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 9/30 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, September 30, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Commissioner Jennifer Smith moved to excuse Commissioner Cody Mayer and Mayor Pro Tem Jessica Hanley for personal reasons, seconded by Commissioner Paul Schloegel and Carried Unanimously.

Approval of the Agenda

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

Announcements

Mayor Davis stated that absentee ballots are now available for the November 5 Presidential Election, and she spoke about the proposed City Charter amendments that are on the ballot. She said voters can learn more about these proposals by visiting www.marquettemi.gov/charter2024. She also talked about the static display by the City Fire Department.

Boards and Committees

1. Appointment(s)

Paul Schumacher, to the Marquette Housing Commission for an unexpired term ending 06-9-2029;
Kent Wilkinson, to the Planning Commission for an unexpired term ending 02-15-2027;
Mateo McNeely, as a Student/Ex-officio member of the Arts and Culture Advisory Committee for a term ending with the end of the Marquette Area Public Schools' year.

Commissioner Jennifer Smith moved to Approve approve the appointments as listed, seconded by Commissioner Paul Schloegel and Carried Unanimously.

2. Reappointment(s)

Bruce Heikkila, to the Local Development Finance Authority for a term ending 08-01-28

Commissioner Jerney Ottaway moved to Approve approve the reappointment as listed, seconded by Commissioner Paul Schloegel and Carried Unanimously.

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

Presentation(s)

3. Certificate of Appreciation - Battalion Chief Brian Phillips

Marquette Fire Chief Ian Davis spoke about retiring Battalion Chief Brian Phillips, who was present to receive a certificate honoring his time with the city.

4. Certificate of Appreciation - Hydrology Engineer Jim Compton

Community Development Director Dennis Stachewicz spoke about Hydrology Engineer Jim Compton, who is retiring after 25 years of service with the city. Jim Compton said it has been an honor and a privilege to work for the city.

5. Arts and Culture Advisory Committee, by Walker Derby

ACAC Member Walker Derby offered an update on the board's activities from the prior year. He presented a list of the partnerships that the Arts and Culture division is focused on, highlighting the cultural trail, as well as the proposed trailhead building.

Schloegel and Smith praised the work of the group and thanked them for their efforts. Ottaway said people routinely ask where the city gets money to do a lot of the big arts and culture things they do, and he said the grant funding is an example of government in action.

6. Consent Agenda

Commissioner Paul Schloegel moved to Approve approve the Consent Agenda as written, seconded by Commissioner Michael Larson and Carried Unanimously.

6.a. Approve the minutes of the September 9, 2024 regular Commission meeting

6.b. Approve the total bills payable in the amount of \$14,194,248.49 which excludes \$924.74 in City Commission travel reimbursement, this reimbursement will be New Business items 10-13.

6.c. 2024 Fire Prevention Week Proclamation

6.d. Co-Generation Maintenance Services

6.e. Department of Labor and Economic Opportunity Turnout Gear Grant

6.f. ESRI Contract Renewal

6.g. EV Charging Station Lease

- 6.h.** ITRON Software as a Service/Managed Services Agreement - Amendment #2
- 6.i.** Kids Cove Inclusive Playground - Professional Services Contract Change Order
- 6.j.** Marquette Figure Skating Club - Ice Contract
- 6.k.** Marquette Junior Hockey Corporation - Concession Lease Agreement
- 6.l.** Marquette Junior Hockey Corporation - Ice Contract
- 6.m.** Purchase of Belt Press Polymer
- 6.n.** Sale of Surplus Equipment
- 6.o.** Superior Watershed Partnership Improvement Projects
- 6.p.** Upper Peninsula Community Rowing Club - Facility Lease
- 6.q.** Water and Wastewater Treatment Chemicals BP24-09

New Business

7. Budget Adjustment - Fiscal Year End 2024

Commissioner Jennifer Smith moved to Approve the budget adjustments for Fiscal Year 2024, and authorize the Chief Financial Officer to make the necessary adjustments to balance the budgets, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

8. Resolution Accepting LWCF Tourist Park Day-Use Road Grant Agreement - Roll Call Vote

Commissioner Michael Larson moved to Approve the resolution of acceptance for the Michigan Land and Water Conservation Fund grant agreement, LW26-01888, authorize Mayor and Clerk to sign the resolution, and authorize the City Manager or her designee to sign the Grant Agreement, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

9. City Attorney Evaluation

Commissioner Jerney Ottaway moved to Approve the City Attorney's annual performance evaluation and amend the contract to reflect a 3% salary increase and term extension to September 30, 2027, seconded by Commissioner Paul Schloegel and Carried Unanimously.

10. City Manager Evaluation

Commissioner Jennifer Smith moved to Approve the City Manager's annual performance evaluation and amend the contract to reflect a 3% salary increase,

term extension to September 30, 2027, and a tuition reimbursement clause, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

11. Mayor Davis and Mayor Pro-tem Hanley Travel Reimbursement

Commissioner Paul Schloegel moved to Approve travel reimbursement for Mayor Davis in the amount of \$14.10 and Mayor Pro-tem Hanley in the amount of \$26.00 for the Michigan Municipal League Convention, seconded by Commissioner Jerney Ottaway and Passed.

12. Commissioner Larson Travel Reimbursement

Commissioner Jerney Ottaway moved to Approve travel reimbursement for Commissioner Larson in the amount of \$229.44 for the Michigan Municipal League Convention, seconded by Commissioner Paul Schloegel and Passed.

13. Commissioner Ottaway Travel Reimbursement

Commissioner Jennifer Smith moved to Approve travel reimbursement for Commissioner Ottaway in the amount of \$328.10 for the Michigan Municipal League Convention, seconded by Commissioner Paul Schloegel and Passed.

14. Commissioner Schloegel Travel Reimbursement

Commissioner Michael Larson moved to Approve travel reimbursement for Commissioner Schloegel in the amount of \$327.10 for the Michigan Municipal League Convention, seconded by Commissioner Jerney Ottaway and Passed.

15. Naming - Kids Cove II, A Playground For ALL

Commissioner Michael Larson moved to Approve the request from the Marquette Playgrounds For All to name the new playground at Mattson Park "Kids Cove II, A Playground For ALL" in accordance with Commission Policy 2005-01 Naming Parks and Recreation Facilities, 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.

Lucas Theys spoke about garbage and recycling collection times. He said he has never lived in a town with overnight collection, which he said is disruptive. He discussed possible adverse health impacts of sleep disruption. He said that he knows the collection contract is up in the coming months, and asked the Commission to consider moving the collection time.

Comments from the Commission

Commissioner Larson mentioned the long Consent Agenda, and said he's happy to see the continued partnerships with several local organizations. He said the new playground is great.

Commissioner Ottaway mentioned the devastation of the recent Hurricane Helene and said the City should continue to focus on the strength of local infrastructure to ensure that citizens are protected.

Commissioner Schloegel talked about the fire department static display. He congratulated Brian Phillips and Jim Compton on their retirements and thanked them for their contributions to the city over the years. Talked about how important traffic safety is and told people to be aware of motorcycles, bicycles and e-bikes. He said Commissioners are getting a lot of contact from residents concerned about e-bikes and public safety.

Commissioner Smith thanked the resident for the public comment about the collection time for the waste hauler. She said there are several moving parts in the discussion.

Mayor Davis said she wanted to give a shoutout to the folks at the Brantley drop-in center, which is an under-recognized community resource.

Comments from the City Manager

City Manager Karen Kovacs thanked the Commission for their positive evaluation; she said it has been great to work with the Commission and to serve the residents of the city. She said the City is discussing the garbage and recycling collection times, and said the city has heard similar concerns from various residents. She spoke about the recent Michigan Municipal League Conference, highlighting some of the more impactful sessions offered.

Adjournment

Mayor Davis adjourned the meeting at 7:11 p.m.

Sally Davis, 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: 10/15/2024

Consent Agenda - Roll Call Vote

Application for License to Use City Property Adjacent to 700 S. Lakeshore Boulevard

BACKGROUND:

The Gaines Rock Townhomes Homeowners Association has applied for a Grant of License to construct concrete steps in the S. Lakeshore Boulevard right-of-way adjacent to an existing crosswalk that does not connect to a curb cut on the west side of the street. There is a sidewalk in this right-of-way that was built for access to all of the 26 dwelling units of the townhomes project, and for mobility of the residents. There is a multi-use path on the east side of the street, and directly across from the proposed steps there are shoreline overlooks on top of buildings built into the slope next to the pathway. Thus, the requested steps will provide needed access to the only crosswalk that serves the townhomes area, and it will be a benefit to visitors staying in the hotel west of the townhomes as well as other pedestrians.

FISCAL EFFECT:

The application fee has been paid.

RECOMMENDATION:

Approve the License and execute the Grant of License document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 08-PRU-10-24_Grant of License Agreement_Signed by Wilson
- ▣ Application Packet_08-PRU-10-24

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and Gaines Rock Townhomes Association, 540 S. Lakeshore Blvd., Marquette, MI 49855, ("Gaines Rock") licensee, enter into this agreement on _____, 2024, subject to the following conditions:

1. Background. The City owns the Lakeshore Blvd public right of way, in the City of Marquette, and State of Michigan.
Gaines Rock desires to construct steps ("Steps"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$445.00, the City grants to Gaines Rock the right to construct the Steps on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Gaines Rock shall construct, and at all times while this License is in effect, maintain the Steps in good repair. Gaines Rock shall be responsible for all fees and expenses related to the construction and maintenance of the Steps 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 Steps except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Gaines Rock shall be responsible for any removal of, repair to or replacement of the Steps in connection with utility work. Gaines Rock 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. Gaines Rock shall reimburse the City for any physical damages to the City's public right of way caused by Gaines Rock's use on the real estate. Gaines Rock, 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 Gaines Rock's use. Gaines Rock'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. Gaines Rock reserves the right to control the defense and settlement of any claim for which Gaines Rock 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, Gaines Rock shall remove the Steps from the real estate, at its own expense. Gaines Rock shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to Gaines Rock, and terminate upon the transfer of ownership of Gaines Rock's premises.
8. 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: Sally Davis
Its: Mayor

By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2024,
by Sally Davis, 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

GAINES ROCK TOWNHOMES ASSOCIATION

Emily Wilson
By: Emily Wilson
Its: Gaines Rock Townhomes Association
Board Member

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on September 25, 2024,
by Emily Wilson, Gaines Rock CoA of Gaines Rock Townhomes
Association Board Member

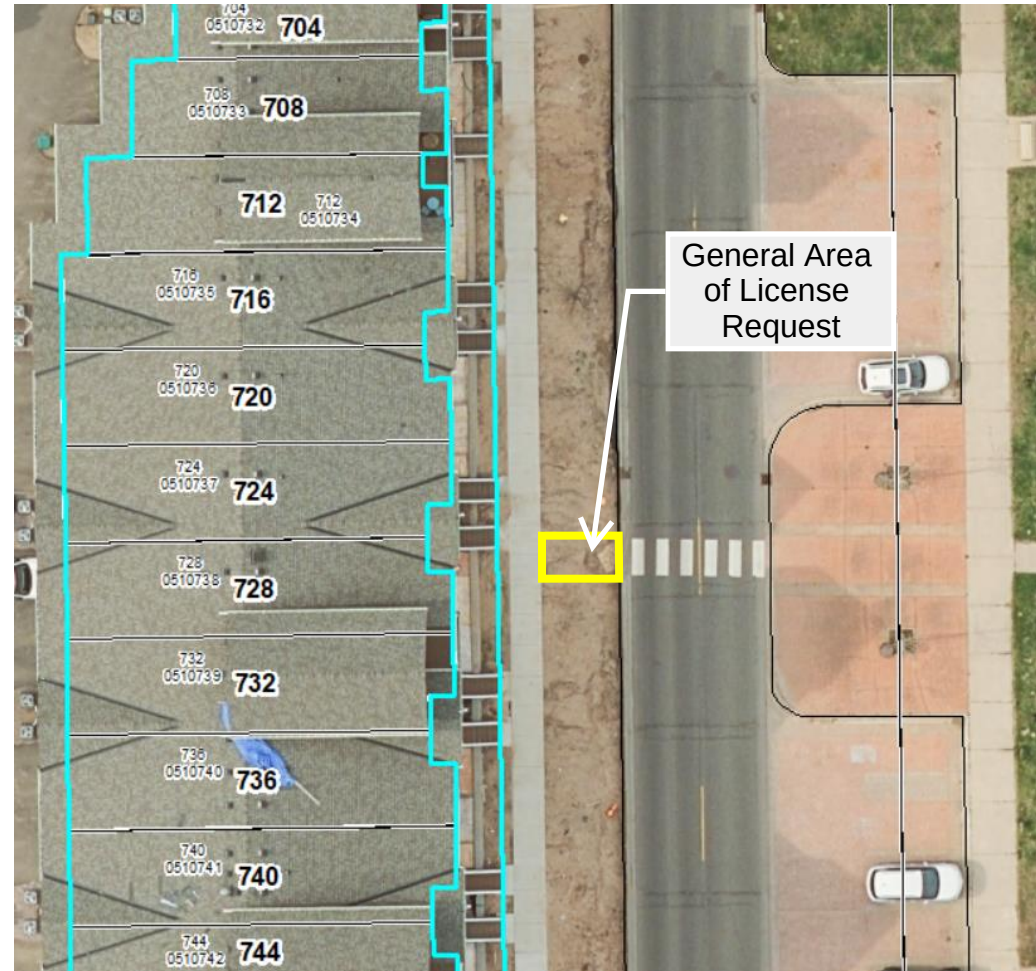
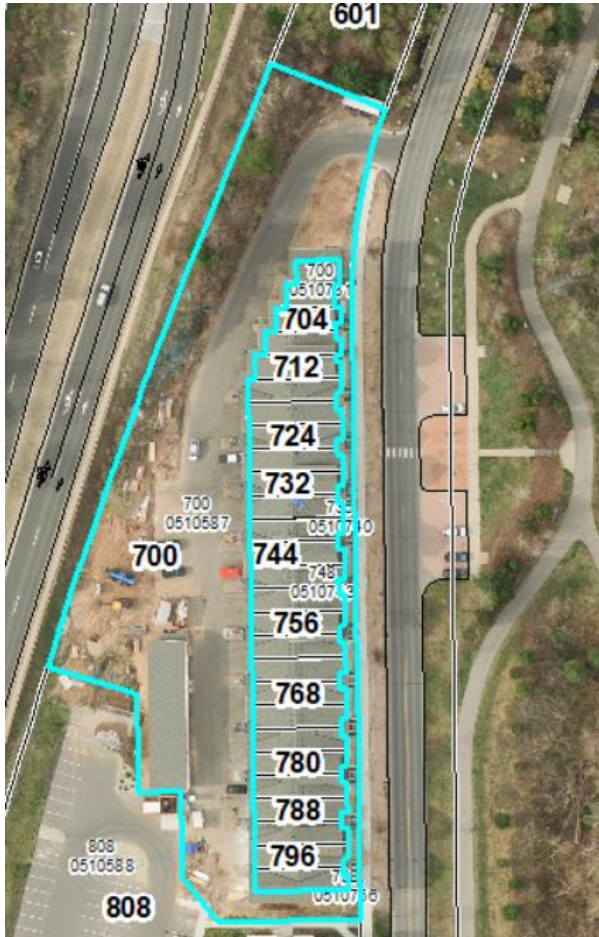
ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024.

Ann M. Cook
Ann M. Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

EXHIBIT A

09-PRU-10-24 - 700 S. Lakeshore Blvd.

Proposed Steps in Right of Way



Gaines Rock Townhomes is a condominium project on the parcel addressed as 700 S. Lakeshore Blvd. The proposed, approximate location of the steps is adjacent to the already established crosswalk shown above, as indicated by the yellow polygon inserted onto the image. The final location of the steps will be within this indicated location.

PRINT

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



CITY STAFF USE

Date Submitted: 09/18/24 Parcel ID#: 0510735 File #: 08-PRU-10-24
Property Address/Location: 700 S. Lakeshore Blvd.
Adequate Graphic Image or Legal Description Submitted: ☒ Y / ☐ N
Receipt #: 83 0367 Check #: 006075 Received by and date: DAS 09/18/24

FEE \$445 (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! If you have any questions, please call 228-0425 or e-mail dstensaas@marquettemi.gov.

ADDRESS INFORMATION

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

700 S. LAKE SHORE BLVD

APPLICANT CONTACT INFORMATION and LEGAL NAME OF PROPERTY OWNER

APPLICANT or REPRESENTATIVE

Name: BRIAN PESIA - MANAGER
Address: 2600 U.S. HW
City: MARQUETTE, MI
State, Zip: MI 49855
Phone #: 906-360-8650
Email: GRTAMANAGER@GMAIL.COM

NAME(S) ON PROPERTY DEED

Name(s): GAINES ROCK TOWNHOMES
HOA A.
Address: 700 S. LAKE SHORE BLVD
City, State, Zip: MARQUETTE, MI 49855
Phone #: 906-360-8650
Email: GRTAMANAGER@GMAIL.COM

PROJECT DESCRIPTION

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

WE WOULD LIKE TO INSTALL CONCRETE STEPS IN THE ROW TO CONNECT
OUR BUILDING WITH THE EXISTING CROSSWALK. OBERSTAR INC IS
OUR CONTRACTOR

LEGAL or GRAPHIC LOCATION DESCRIPTION

A surveyed legal description of the license/easement area or a graphic image of the approximate requested license area is required. City staff can provide an aerial photo of the subject property/area to assist with creating a graphic location description/exhibit for the application.

See Exhibit A

SEE ATTACHED

ATTACHMENTS

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:

SEE ATTACHED

SIGNATURE

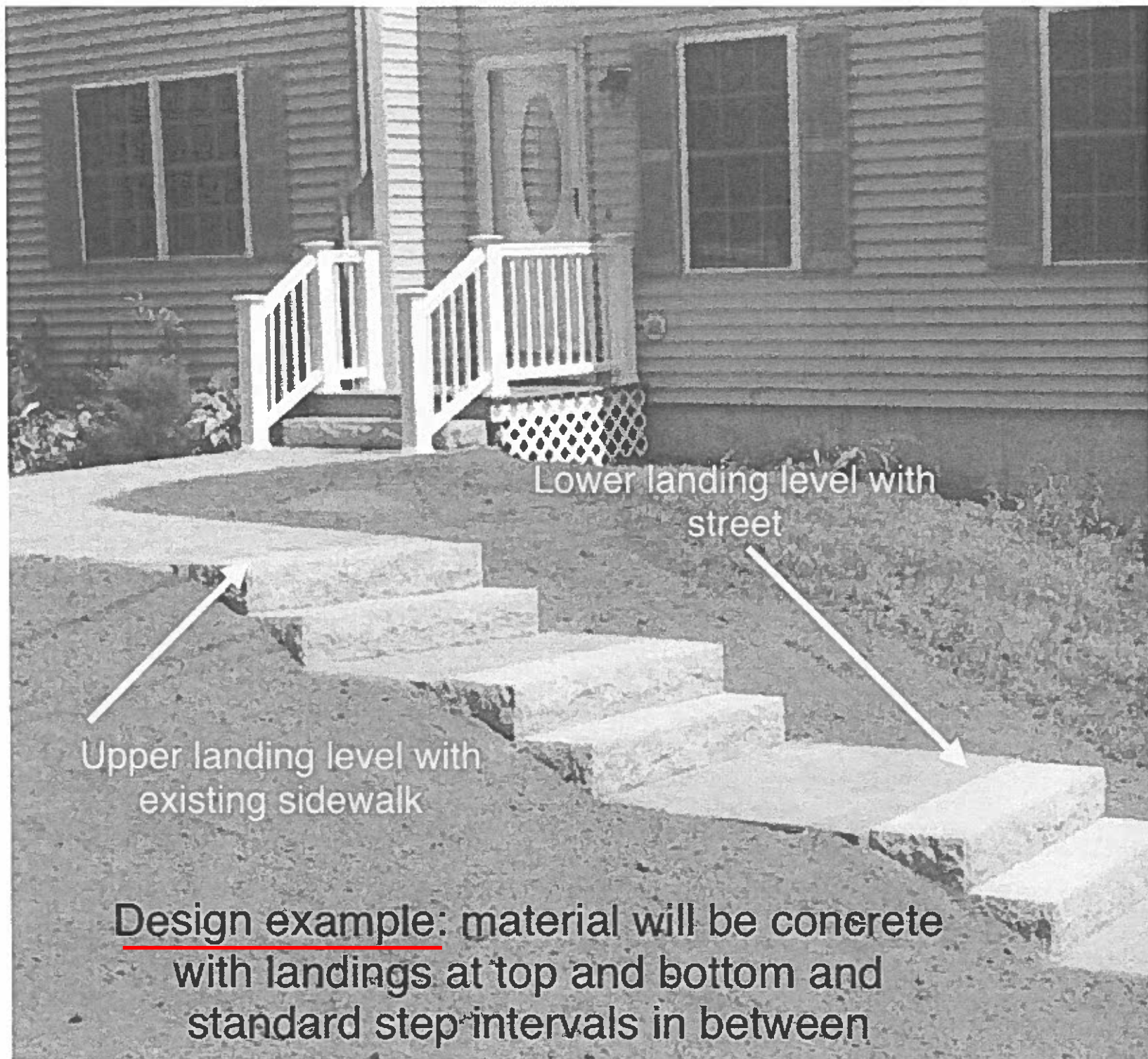
I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature:

Brian W. M.

Date:

9/18/24

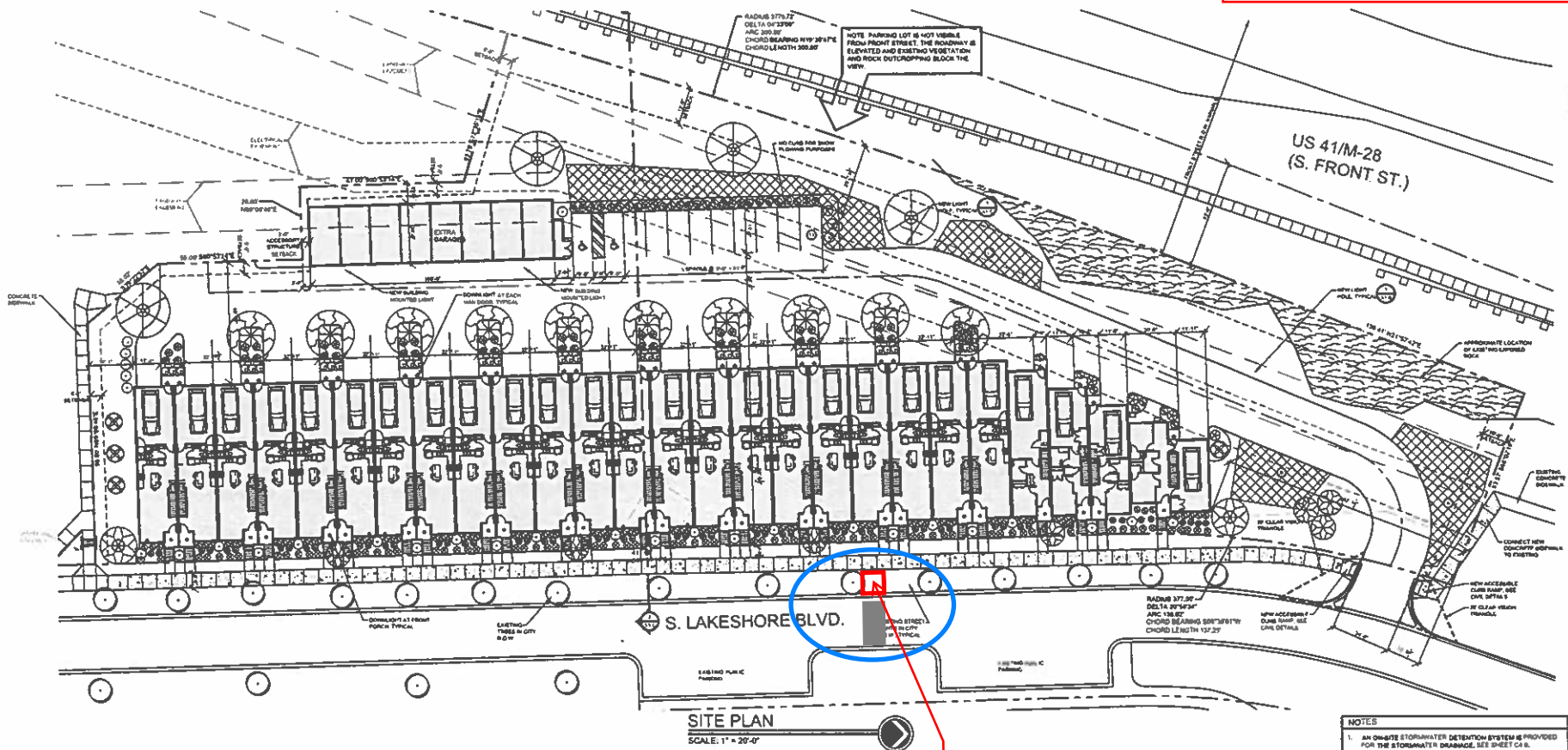


Gaines Rock Townhomes - Site Plan
700 S. Lakeshore Boulevard
Proposed Steps in ROW shown in
the approximate desired location.

BARRY J. POLZIN
ARCHITECTS

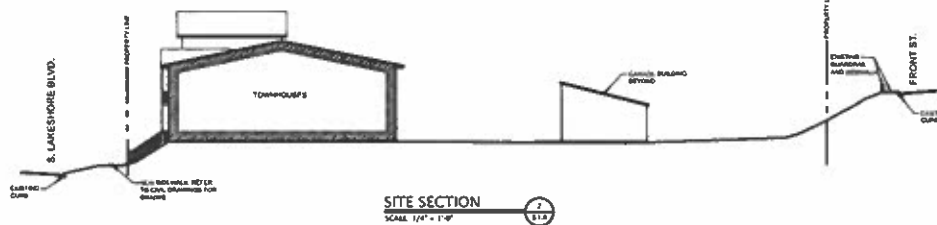
GAINES ROCK TOWNHOMES

MARQUETTE, MICHIGAN

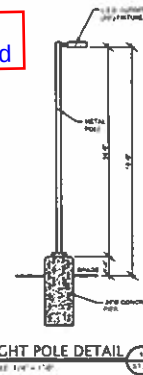


SITE PLAN
SCALE: 1" = 20'-0"

Proposed steps to
crosswalk in boulevard



SITE SECTION
SCALE: 1/4" = 1'-0"



LIGHT POLE DETAIL
SCALE: 1/4" = 1'-0"

- NOTES
1. AN ON-SITE STORMWATER DETENTION SYSTEM IS PROVIDED FOR THE STORMWATER DRAINAGE. SEE SHEET 04.0.
 2. SITE LIGHTING WILL NOT EXCEED 1' FOOTCANDLE WITHIN ANY PART OF THE SITE AND 0.65 FOOTCANDLE AT ANY PROPERTY LINE. BUILDING ENTRANCES SHALL NOT EXCEED 5.0 FOOTCANDLES.
 3. TRASH WILL USE AUTHORIZED GREEN BAGS AND WILL BE PLACED ON THE CURB BY THE RESIDENTS THE MORNING OF SCHEDULED PICKUP.

SITE INFORMATION

TOTAL LOT AREA	66,170 S.F. (±) 66 AC
ZONING	MAJ. MIXED USE
PARKING REQUIRED (1'125 x 26 TOWNHOUSES)	38 SPACES
TOTAL PARKING PROVIDED	70 SPACES
OUTDOOR PARKING	31 SPACES
INDOOR PARKING	39 SPACES
GREEN SPACE AREA (28%)	18,568 S.F.
BUILDING AREA	66,744 S.F.
BUILDING FOOTPRINT	20,950 S.F.
PARKING/DRIVEWAY AREA	23,438 S.F.
TOTAL COVERED AREA	44,388 S.F.
OPEN AREA	21,786 S.F.

BUILDING INFORMATION

USE GROUP	R3
CONSTRUCTION TYPE	VA
NUMBER OF TOWNHOUSE UNITS	38
FLOOR AREA (GROSS)	
FIRST FLOOR	25,644 S.F.
SECOND FLOOR	25,334 S.F.
THIRD FLOOR	3,866 S.F.
CLIMBER	2,055 S.F.
TOTAL FLOOR AREA (GROSS)	57,742 S.F.

SNOW STORAGE

1,847 S.F.
722 S.F.
631 S.F.
2,148 S.F.
PARKING STALL AREA (22 SPACES):
8,194 S.F.
TOTAL SNOW STORAGE AREA < 586 S.F.
88% OF STALL AREA

Design: Barry J. Polzin
Drawn By:
Date of Issue: 5/20/17

REVISION

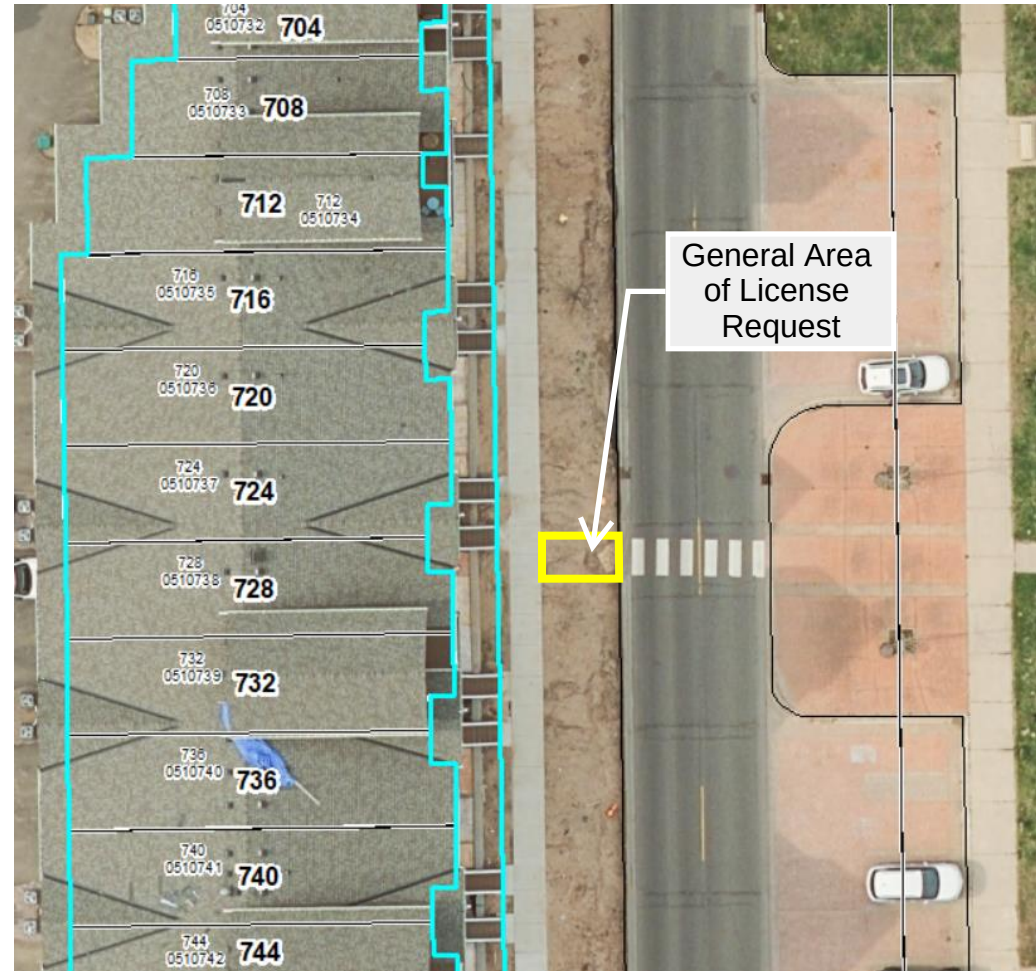
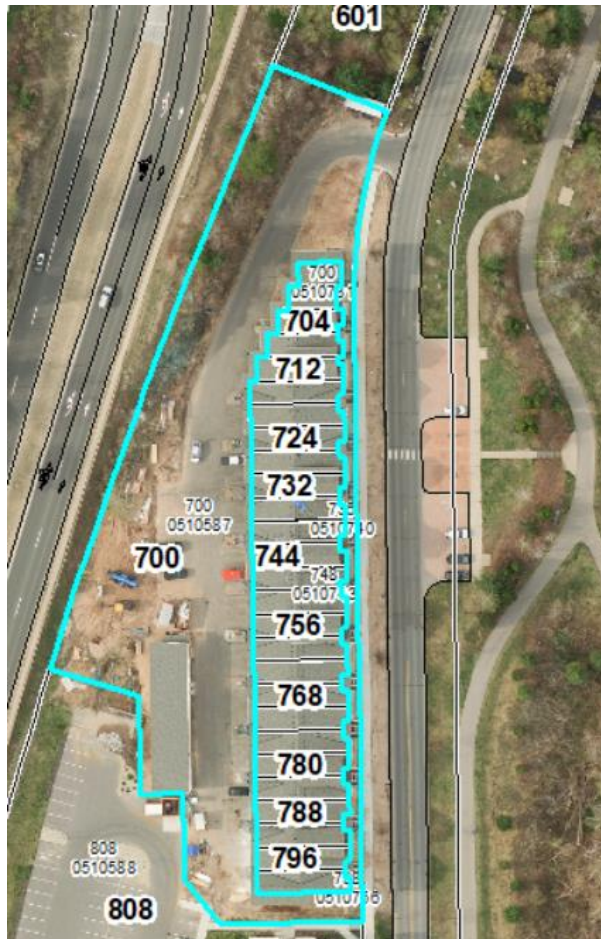
DATE	ISSUE	BY

PROJECT NO. 17-001
SHEET: AS1.0

EXHIBIT A

09-PRU-10-24 - 700 S. Lakeshore Blvd.

Proposed Steps in Right of Way



Gaines Rock Townhomes is a condominium project on the parcel addressed as 700 S. Lakeshore Blvd. The proposed, approximate location of the steps is adjacent to the already established crosswalk shown above, as indicated by the yellow polygon inserted onto the image. The final location of the steps will be within this indicated location.

File #: _____

Parcel ID#: _____

STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

Please fill out the form within 48 hours of receiving it.

<u>Reviewing Department</u>	<u>Recommend Approval</u>	<u>Comments</u>
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Planning & Zoning-Community Development

Date Received: _____

Treasurer

Date Received: _____

Police

Date Received: _____

Engineering- Community Development

Date Received: _____

DPW

Date Received: _____

Fire

Date Received: _____

Community Services (Parks & Rec.)

Date Received: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/15/2024

Consent Agenda - Roll Call Vote **Co-Generation Maintenance Services**

BACKGROUND:

The Wastewater Treatment Plant has biogas co-generation units that provide heat and electricity. The units are designed to run 24/7 and require specialized annual maintenance. Because Kraft Power is the manufacturer of the units and has specialized expertise in servicing the units, seeking competitive bids for these services provides no advantage to the city. The company has a service center in Gaylord, Michigan.

FISCAL EFFECT:

There are sufficient funds in the Wastewater 2024/25 budget.

RECOMMENDATION:

Waive competitive bidding and approve an expenditure of up to \$65,000 to Kraft Power for repair and maintenance on the co-generation units.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/15/2024

Consent Agenda - Roll Call Vote **EV Charging Station Lease**

BACKGROUND:

The Superior Watershed Partnership (SWP) originally requested the use of City property for the installation of electric vehicle charging stations at the Lakeshore Public Parking Lot, Commons Public Parking Lot, and Father Jacques Marquette Parking Lot. However, the requirements for the chargers cannot be met at these locations. As a result, the lease needs to be modified to change the installation sites to Mattson Park and the Presque Isle Marina.

The first read of this lease took place at the September 30, 2024 City Commission meeting.

FISCAL EFFECT:

The City of Marquette will receive \$31.25 per month (\$375 annually) per charging station during the term of the lease agreement.

RECOMMENDATION:

Approve the lease agreement with the Superior Watershed Partnership, and authorize the City Manager to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2024, by and between THE CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "Lessor", and THE SUPERIOR WATERSHED PARTNERSHIP, a Michigan 501c3 nonprofit, of 9 Peter White Drive Marquette, Michigan 49855, hereinafter "Lessee".

This lease is in conjunction with the approved grant agreement between EGLE and SWP.

Recitals

A. Lessor is the owner of the real property and improvements commonly known as Mattson Lower Harbor Park and the Presque Isle Marina, located at 200 Lakeshore Boulevard and 1 Peter White Drive, respectively (the "Premises").

B. Lessee desires to lease and Lessor is willing to lease to Lessee a portion of the Premises in accordance with the terms and conditions contained herein.

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

1. Leased Premises

1.1 Lessor leases to Lessee space as described in Exhibit A and as shown in Exhibit B, hereinafter "Premises".

1.2 Each charging station will require a total 5 square feet of leased space ("Space") for the installation and operation of an electric vehicle charging station.

2. Term of Lease

The term of this lease shall be for four (4) years from the date of execution and may, upon expiration of the original term, be renewed by written mutual consent of the parties for additional three (3) year terms upon terms and conditions as agreed upon by the parties. This lease may be terminated by either party upon 180 days written notice of termination to the other party. Upon termination of this lease, Lessee shall return the Premises to Lessor in its original condition at Lessee's sole cost.

3. Rent

3.1 The rent shall be \$375 per year for each space commencing upon the start of installation of the first electric vehicle charging station, due in advance to Lessor at the address set forth herein on the first day of installation. Any partial month shall be prorated according to \$31.25 per month.

3.2 Lessee shall be responsible for directly paying all utilities that are metered separately for the Premises.

4. Use of Premises

4.1 Lessee shall use the Premises only for the installation and operation of an electric vehicle charging station. Lessee shall not use the Premises for any purpose that would:

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

5. Exclusive Use of Premises

Lessee shall have exclusive use of the Premises, but acknowledges that its use of the common areas surround the Premises, including ingress and egress to and from a public street, is not exclusive and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the common areas.

6. Maintenance and Repair

6.1 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's tangible personal property located on the Premises and shall keep them in a safe condition and good repair. Lessee is solely responsible for all repairs.

6.2 Lessee shall be solely responsible for the construction, installation, maintenance and/or replacement of all signs on the Premises; however no sign may be installed without prior written approval from Lessor. All signs must meet the requirements of local rules, regulations and laws.

6.3 Lessor shall provide snow plowing and basic landscaping services as needed to the Premises.

7. Insurance and Indemnity

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

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

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

7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in

advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

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

8. Assignment/Subletting

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

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

9. Use of Premises by Lessor

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

10. Covenant of Quiet Enjoyment

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

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

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

12. Default by Lessee

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

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

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

13. Surrender of Leasehold upon Termination of Lease

If upon termination of the lease, Lessee has failed to remove its tangible personal property, equipment, vehicles or other items, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

14. Miscellaneous

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

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

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

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

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

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

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

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

LESSOR

CITY OF MARQUETTE

Approved as to Substance:

Karen Kovacs, City Manager

Approved as to Form:

Suzanne Larsen, City Attorney

LESSEE

SUPERIOR WATERSHED PARTNERSHIP

Exhibit A
LEGAL DESCRIPTION

Mattson Lower Harbor Park Public Parking Lot: 200 Lakeshore Blvd

THAT PART OF THE N.E. 1/4 OF SECTION 23 T48N R25W LYING S. AND E. OF LAKESHORE BLVD. AND W. OF A PT. 1,605' W. OF THE W. FACE OF THE U.S. CORPS OF ENGINEERS BREAKWATER. (CONTAINING 600,000 SQ. FT. / 13.77 ACRES (CITY ACCT. # 101-445-920.1555)

Presque Isle Marina: 1 Peter White Drive

THAT PART OF GOV'T LOT-5 SEC. 2 T48N R25W LYING S. & E. OF LAKESHORE BLVD. AND W. OF A LINE PAR. WITH & 700' E. OF THE W. LINE OF GOV'T LOT-5 (CONT. 62,400 SQ. FT. / 1.4325 AC.)

Exhibit B

Marquette EV Charging Station Location: Mattson Park



Mattson Park Public Parking Lot
200 N Lakeshore Blvd, Marquette, MI 49855
Proposed EV Fast Charger



Proposed EV Fast Charger Location

0 50 100 200 Feet



Marquette EV Charging Station Location: Presque Isle Marina



0 50 100 200 Feet



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/15/2024

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 2024/25 ice season. Staff has worked with the City Attorney and MJHC to draft the lease agreement. The agreement term is six (6) months, September 15, 2024 through March 31, 2025. The monthly payment during operation is \$849.33.

City Charter requires lease agreements be presented for two reads. This is the second read of this lease agreement.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$5,095.98 in revenue for FY 2025.

RECOMMENDATION:

Approve the lease agreement with Marquette Junior Hockey Corporation for concession space at Lakeview Arena, and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, 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, 2024 through March 31, 2025.

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

Sally Davis, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
MARQUETTE JR. HOCKEY CORP.



By: RYAN MCBRIDE
Its: MJH BOARD PRESIDENT

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/05/2024

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Contact your USA Hockey Assigned Risk Manager PHONE (A/C, No, Ext): E-MAIL (A/C, No): ADDRESS:
INSURED USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates 1775 Bob Johnson Drive Colorado Springs, CO 80906	INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Manufacturers' Association In INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: W34642084	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	302401-13-12-76-8	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Part Legal Liability \$ Included
	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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐
						E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

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

MIR8005-Marquette Junior Hockey-Concession Lease, and ice for hockey practices, games, meetings

Additional Insured status is in favor of the certificate holder, but only as respects to liability claims arising out of the negligence of the named insured, and is subject to the full 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

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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BATCH: 3608856

City of Marquette, MI

EXHIBIT B

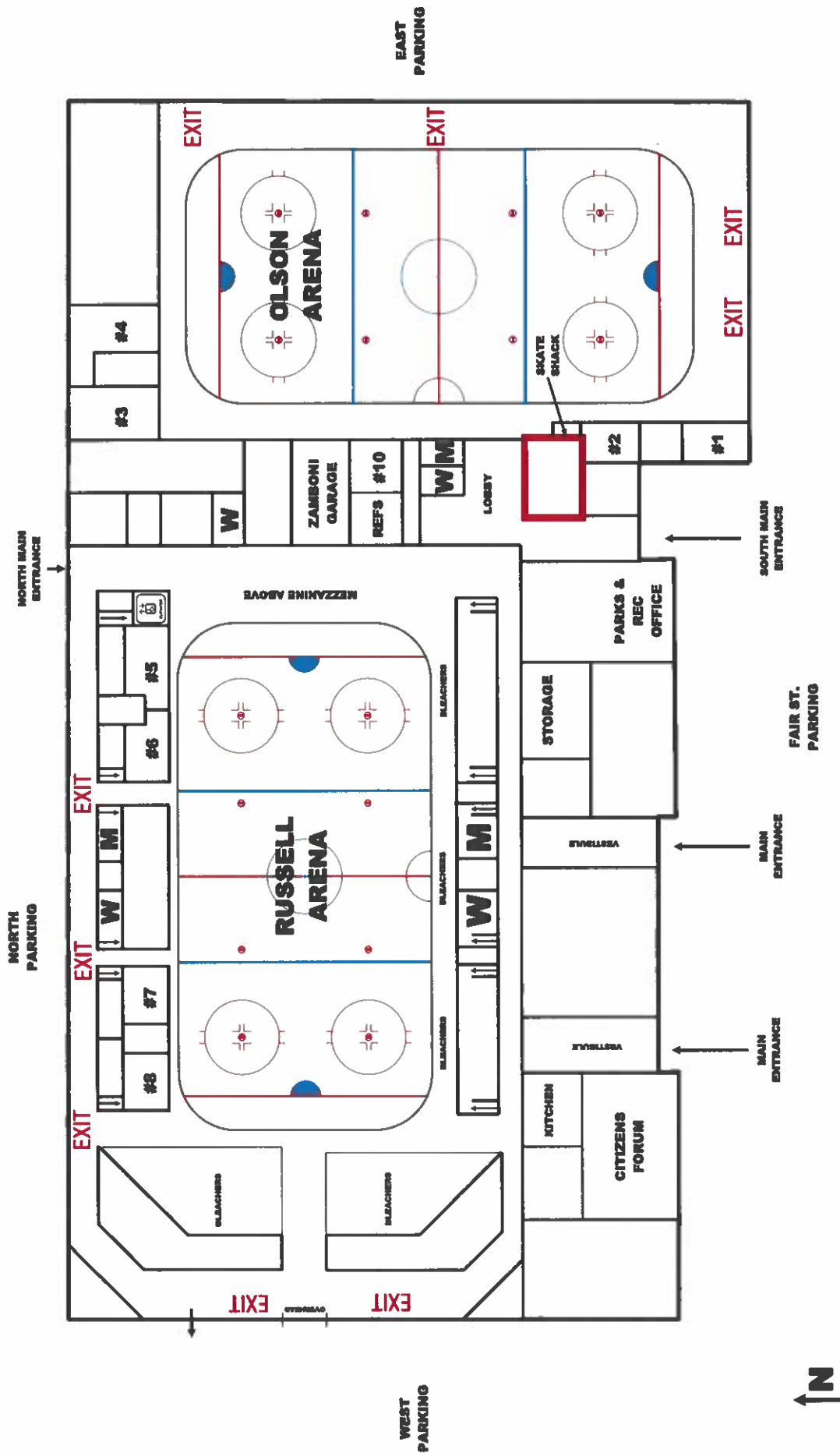
Concession Equipment Inventory

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



LAKEVIEW ARENA

EXHIBIT A



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/15/2024

Consent Agenda - Roll Call Vote

Professional Services Contract - Water Plant Improvement

BACKGROUND:

During a recent Michigan Department of Environment, Great Lakes and Energy (EGLE) water system sanitary survey, the hatch and vent on the water storage tank at the water filtration plant and the vent on the Lincoln Avenue storage tank were determined to not be in compliance with current standards. Fishbeck will provide recommendations and budget estimates for improvements to the storage tanks, inspection of the tanks and shore well, safety improvements, and an assessment of the 44-year-old step screen.

FISCAL EFFECT:

This contract may require a budget amendment.

RECOMMENDATION:

Approve the contract with Fishbeck for water plant improvement consulting services in an amount not to exceed \$48,300.00, and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this ____ day October, 2024, between the City of Marquette, hereinafter called the “City” and Fishbeck., a Corporation, hereinafter called “Consultant”.

In consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. PROJECT NAME:

The name of the Project shall be Water Distribution Improvements.

2. SCOPE OF WORK:

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant’s proposal to the City of Marquette dated July 30, 2024 for the Water Filtration Plant Improvements (attached as Exhibit A) and the Consultant’s proposal to the City of Marquette dated October 8, 2024 for the Lincoln Booser Station Water Tank Vent Replacements (attached as Exhibit B).

3. TIME:

Consultant shall complete all work as specified in Scope of Services by September 30, 2025.

4. ACCESS TO SITE:

City will arrange and provide access to the site upon which it will be necessary for Consultant to perform its. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

5. FEE:

The fee for services shall not exceed the sum of \$48,300.

6. BILLINGS/PAYMENTS:

Consultant shall invoice for services rendered and shall be due and payable within forty-five (45) days of the date of the invoice. Invoices over forty-five (45) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days’ written notice to the City, suspend performance of services until all past due amounts are paid.

7. INDEPENDENT CONSULTANT:

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

8. TERMINATION OF SERVICES:

This Agreement may be terminated by the City or Consultant should the other fail to perform its obligations hereunder. In the event the Agreement is terminated by Consultant for the failure of the City to perform its obligations, the City shall pay Consultant for services rendered to the date of termination

Notwithstanding anything else contained herein, the City may terminate this Agreement without cause upon providing six (6) months written notice to Consultant.

9. SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

10. INSURANCE:

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least \$1,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

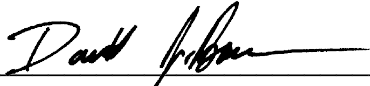
11. APPLICABLE LAWS:

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

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

FISHBECK

CITY OF MARQUETTE



By: David Baar
Its: Vice President

Sally Davis, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Suzanne C. Larsen, City Attorney

Karen M. Kovacs, City Manager

July 30, 2024

Mark O'Neill
Director of Municipal Utilities
City of Marquette
320 North Lakeshore Boulevard
Marquette, MI 49855

Proposal for Professional Engineering Services Water Filtration Plant Improvements

Fishbeck is pleased to submit this proposal to coordinate inspection of the City of Marquette's Water Filtration Plant (WFP), design ground storage tank and building improvements, assist with contractor selection, and analyze metering alternatives for the City of Marquette, Michigan.

Background

The City is in need of assistance with finding and selecting contractors to complete various improvements at the WFP. The City is looking to clean and inspect the shore well and ground storage tank at the WFP, make architectural and electrical updates to the WFP building and exterior ground level water storage tank, and determine the best alternative for finished water meter modifications. Fishbeck's role will be to coordinate the work at the plant with the selected contractors and provide recommendations for future improvements to the shore well, ground storage tank, intake screen, and finished water meter.

Scope of Services

Task 1 – Project Kickoff

Fishbeck will review available background data on the shore well, intake screen, ground storage tank, finished water meter, and other assets. We will coordinate a virtual kickoff meeting with the City to discuss the scope of services and project timeline. Following the meeting, we will prepare a request letter for any other information needed. We expect to need the following information, if available:

- Record drawings of the shore well and ground storage tank.
- Recorded water surface levels in the shore well and ground storage tank.
- Daily water use and finished water records from the WFP.

Deliverables: Kickoff meeting agenda and minutes, request for information letter

Task 2 – Shore Well, Ground Storage Tank, and Intake Screen Inspection Coordination

Our team will coordinate the inspection and cleaning of the shore well and ground storage tank with a selected dive contractor. Fishbeck will develop a scope of work summary for the inspection and cleaning of the shore well and ground storage tank. We will contact multiple dive contractors to determine cost and availability to complete cleaning and visual/video inspection of the shore well and ground storage tank. Once estimates are received, we will create a comparison summary of dive contractors for review and selection by the City. The comparison

summary and recommendation to the City will be provided via email with a review meeting to follow to discuss dive contractor selection. It is assumed the dive contractor will contract directly with the City rather than subcontracting through Fishbeck. Fishbeck will not perform the inspections but will review the inspection recordings and provide recommendations based on that review.

The original Royce intake screen brand is now a legacy Evoqua product. Our team will also coordinate a screen inspection with Evoqua to determine what repairs and replacements are needed for the screen and control panel to function reliably. Fishbeck will be onsite during the screen manufacturer's inspection, and we will provide recommendations for repair and replacement, in conjunction with the manufacturer's comments.

Fishbeck will prepare a report describing our recommended repairs and replacements to the shore well, ground storage tank, and intake screen. The report will also include recommendations from the screen manufacturer and any comments from the dive contractor.

Deliverables: Dive contractor comparison summary email, draft and final improvement recommendation report

Task 3 – Ground Storage Tank and WFP Improvement Design and Bidding

The start of Task 3 will include a virtual kickoff meeting between the City and Fishbeck to review the improvements needed to the ground storage tank and WFP building. Fishbeck will then evaluate and design improvements and visit the site to verify the existing conditions and confirm the design intent. Fishbeck will prepare specifications for the work to the exterior of the ground storage tank and the WFP, including:

- Replacement of the exhaust riser hatch with OSHA-compliant hatch.
- Replacement of the existing exterior ladder with OSHA-compliant ladder, moving the ladder away from the exhaust riser.
- Relocation of the existing level transmitter and disconnects from the top of the tank to grade level.
- Power washing, preparation, and painting of the tank exterior.
- Installation of OSHA-compliant handrails and gate at the roof level of the roof access hatch from the membrane room.

We will provide draft drawings and specifications for the City to review, and final versions for bid advertisements once comments are incorporated. It is assumed drawings will be created by adding markups to existing record drawings to show the location and extents of the work. Specifications are assumed to be EJCDC format. Fishbeck will host a virtual review meeting with the City to review the draft drawings and specifications and coordinate bidding tasks.

Fishbeck will assist the City with advertising the work to contractors via the City's website. If available, the City will provide a list of approved contractors that could be capable of performing the work that our team can reach out to and garner interested in the work. Fishbeck will lead a pre-bid meeting between the City and prospective bidders and will provide a tabulation of bids received and recommendation for bid award.

Deliverables: Design kickoff meeting agenda and minutes, draft drawings and specifications, design review meeting agenda and minutes, final drawings and specifications, pre-bid meeting agenda, bid tabulation, and bid recommendation

Task 4 – Finished Water Flow Meter Analysis

The finished water meter is a Venturi meter buried in the yard south of the main WFP building that predates the 1990s WFP expansion. The small diameter pipelines used to determine the differential pressure across the Venturi meter are corroded, resulting in the meter being unusable. The plant currently utilizes the filtrate water flow measurement as an estimate for the finished water flow rate pumped from the plant but will need to determine how much water is used within the plant. Fishbeck will assist the City in determining the best way to

measure the finished water that leaves the WFP. Fishbeck will perform an alternatives analysis comparing plant impacts and the relative cost of the following options:

- Existing meter to remain, lines from meter to transmitter to be replaced.
- Existing meter to remain, in-plant water use lines to be installed with new meters.
- Existing meter to be replaced with a new magnetic flow meter to measure the full finished water flow.

Fishbeck will summarize the alternatives and provide a recommendation to the City in a draft report. We will virtually meet with the City to discuss the recommendations, then finalize the report.

Deliverables: Draft and final report

Assumptions

1. Our scope does not include the cost of the screen manufacturer's inspection.
2. Our scope includes six virtual meetings with the City:
 - a. Task 1 project kickoff meeting between the City and Fishbeck.
 - b. Task 2 review meeting to discuss the dive contractor comparison and contractor selection.
 - c. Task 2 kickoff meeting between the City, Fishbeck, and the selected dive contractor.
 - d. Task 3 design kickoff meeting between the City and Fishbeck.
 - e. Task 3 draft drawings and specification review meeting between the City and Fishbeck.
 - f. Task 4 review meeting to discuss the flow meter recommendation report.
3. Our scope includes two in-person site visits by Fishbeck staff for the following:
 - a. Manufacturer's inspection of the intake screen during Task 2.
 - b. Site walk-through during design of Task 3.
 - c. Pre-bid meeting during Task 3.
4. This proposal includes the evaluation, design, and bidding phases of Task 3. Construction phase services will be defined near the end of the Task 3 design and provided in a separate proposal.
5. There are existing record drawings of the shore well available for Fishbeck to provide to dive contractors for proposals.
6. The contracts for work will be between the City and the respective contractors, and Fishbeck will not subcontract the work.

Professional Services Fees

Fishbeck proposes to perform the scope of services for a lump sum fee of Thirty-Nine Thousand Seven Hundred Dollars (\$39,700). A summary of our fee by task is provided in the following table:

Table 1 – Proposed Fee

Task	Fee
1 Project Kickoff	\$900
2 Shore Well, Ground Storage Tank, and Intake Screen Inspection Coordination	\$6,500
3 Ground Storage Tank and WFP Design and Bidding	\$27,700
4 Finished Water Flow Meter Analysis	\$4,600
Total	\$39,700

Schedule

We can initiate the project immediately upon receipt of authorization to proceed.

Contractor selection for Task 2 is expected to take 8 to 10 weeks, after all the needed background information is provided. Completion of the shore well, ground storage tank, and intake screen inspections will be dependent on the availability of the dive contractor and the screen manufacturer.

Design of the ground storage tank and WFP improvements (Task 3) is expected to take 3 to 4 months to complete.

Completion of the report for the flow meter recommendation (Task 4) is expected to take 2 to 3 months.

Some of this work can be performed concurrently, with the exception of the design, advertisement, and construction of the ground storage tank and WFP improvements, which must be done consecutively.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Nicole A. Curtin (nacurtin@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact Dave at 616.464.3809 or djbaar@fishbeck.com, or Amanda at 248.862.7208 or alaramie@fishbeck.com.

Sincerely,



David J. Baar, PE

Vice President/Senior Water and Wastewater Engineer



Amanda Laramie, PE

Water and Wastewater Engineer

Attachments

By email

Copy: John A. Willemin, PE – Fishbeck

October 8, 2024

Mark O'Neill
Director of Municipal Utilities
City of Marquette
320 North Lakeshore Boulevard
Marquette, MI 49855

Proposal for Professional Engineering Services Lincoln Booster Station Water Tank Vent Replacements

Fishbeck is pleased to submit this proposal to design a replacement for the pressure relief vent for the water tank at the City of Marquette's Lincoln Booster Station.

Background

The City previously requested assistance to complete various improvements at the Water Filtration Plant, which Fishbeck has provided a proposal for. Since that time, the City has received comments from EGLE for a pressure relief-type vent be installed to cover the existing screen on the Lincoln Booster Station water tank. The City has requested Fishbeck to design the pressure relief vent for installation before EGLE's deadline of December 2025.

Scope of Services

The design of the tank vent will be added to the scope of the WFP improvements project. Fishbeck will include our vent replacement information request with Task 1 of our previous proposal. Discussion of the scope and project timeline for the vent replacement will be included at the WFP improvements virtual kickoff meeting.

Similar to Task 3 of the WFP improvements proposal, we will provide draft drawings and specifications for the pressure relief vent installation for the City to review, and final versions for bid advertisement once comments are incorporated. It is assumed the drawings will be created by adding markups to existing record drawings to show the location and extents of the work. Specifications are assumed to be EJCDC format. Fishbeck will include the tank vent in the virtual meeting with the City to review the draft drawings and specifications and will coordinate bidding tasks along with the Task 3 items.

Fishbeck will assist the City with advertising the work to contractors via the City's website. If available, the City will provide a list of approved contractors that could be capable of performing the work that our team can reach out to and garner interested in the work. Fishbeck will lead a pre-bid meeting between the City and prospective bidders and will provide a tabulation of bids received and recommendation for bid award.

Deliverables: Incorporated into WFP Improvements Task 3 deliverables.

Assumptions

1. Our scope assumes this design will be done concurrently with the WFP design work. This includes concurrent meetings and site visits; separate site visits nor meetings will not be needed for this work.
2. Our scope assumes no structural nor architectural modifications to the tank will be required.

3. This proposal includes the evaluation, design, and bidding phases as outlined in the WFP improvements proposal. Construction phase services will be defined near the end of design and provided in a separate proposal.
4. The contracts for work will be between the City and the respective contractor, and Fishbeck will not subcontract the work.

Professional Services Fees

Fishbeck proposes to perform the scope of services for a lump sum fee of Eight Thousand Six Hundred Dollars (\$8,600).

Schedule

We can initiate the project immediately upon receipt of authorization to proceed. This work is expected to proceed with the design of the ground storage tank and WFP improvements (Task 3 of previous proposal) and is expected to take 3 to 4 months to complete. Fishbeck does not anticipate the tank vent replacement adding time to the design schedule.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Nicole A. Curtin (nacurtin@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact Dave at 616.464.3809 or djbaar@fishbeck.com, or Amanda at 248.862.7208 or alaramie@fishbeck.com.

Sincerely,



David J. Baar, PE

Vice President/Senior Water and Wastewater Engineer



Amanda Laramie, PE

Water and Wastewater Engineer

Attachments

By email

Copy: John A. Willemin, PE – Fishbeck

Professional Services Agreement

PROJECT NAME Lincoln Booster Station Water Tank Vent Replacements
FISHBECK CONTACT David J. Baar, PE
CLIENT CONTACT Mark O'Neill
CLIENT City of Marquette, 320 North Lakeshore Boulevard, Marquette, MI 49855

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional engineering services in accordance with Fishbeck's October 8, 2024, proposal

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
☒ Proposal Dated: October 8, 2024
☐ Other:

METHOD OF COMPENSATION:

- ☒ Lump Sum for Defined Scope of Services
☐ Hourly Billing Rates Plus Reimbursable Expenses
☐ Other:

Budget for Above Scope of Services: Eight Thousand Six Hundred Dollars (\$8,600)

ADDITIONAL PROVISIONS (IF ANY): None

APPROVED FOR:

City of Marquette

SIGNATURE: _____

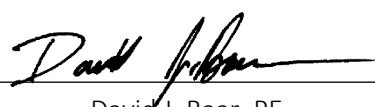
NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: _____

TITLE: _____

DATE: _____

David J. Baar, PE

Vice President

October 8, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every 4 weeks, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2024

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

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

PRODUCER Collins & Associates 5075 Cascade Rd SE Grand Rapids MI 49546	CONTACT NAME: Ana Potroanchenu PHONE (A/C, No, Ext): 616-575-2387 E-MAIL ADDRESS: anap@insuredwithcollins.com FAX (A/C, No):
INSURED Fishbeck, Thompson, Carr & Huber Inc. DBA Fishbeck 1515 Arboretum Drive, SE Grand Rapids MI 49546	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Ins Co INSURER B: Continental Casualty Company INSURER C: Axis Specialty Insurance Co INSURER D: The Travelers Indemnity Co INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1135693504**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		MWZY317013 24	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		MWTB317014 24	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7034241134	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC317012 24	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Unmanned Aircraft Liability Inland Marine			SIHL1-P616 P-630-2W699800-TIL-24	12/28/2023 2/1/2024	12/28/2024 2/1/2025	Each Occurrence Eff 05/20/2024 Leased Equipment \$2,000,000 \$150,000

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

City of Marquette is additional insured with respect to the general liability and auto liability, as required by written contract.

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2024

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:	
	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Insurance Company A(XV)	
INSURED Fishbeck, Thompson, Carr, & Huber, Inc. Dba Fishbeck 1515 Arboretum Drive SE Grand Rapids, MI 49546	NAIC #	
	35289	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	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						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	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 \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			AEH254038073	2/1/2024	2/1/2025	Per Claim Limit 5,000,000
A				AEH254038073	2/1/2024	2/1/2025	Aggregate Limit 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with policy terms and conditions.

Evidence of Insurance

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 gared maxwell

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/15/2024

Consent Agenda - Roll Call Vote

Schedule Public Hearing- The Chipp Workforce Housing Brownfield Plan- Roll Call Vote

BACKGROUND:

A Brownfield Plan is being proposed for the redevelopment of 710 Chippewa Square from commercial to residential use for workforce housing called “The Chipp” developed by SLA Property LLC of Marquette. A public hearing must be established and held by the City Commission prior to approval of the Brownfield Plan.

Approval of the Brownfield Plan will provide for the reimbursement of Brownfield Environmental and Housing Development Eligible Activity costs, including environmental due diligence and the gap between development and rent revenues for units for qualified households with income of 120% of the Area Median Income or less.

The Brownfield Plan was presented to and approved by the MBRA at their September 25, 2024 meeting.

Attached is a resolution for consideration by the City Commission to set the public hearing for the City Commission for the October 28, 2024 meeting. The Brownfield Plan will be presented for City Commission consideration at that meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a public hearing for The Chipp Workforce Housing Brownfield Plan at the October 28, 2024 City Commission meeting and approve the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▣ Resolution



RESOLUTION
Public Hearing Establishment – Brownfield Plan
The Chipp Workforce Housing
710 Chippewa Square

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on October 15, 2024 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, historically designated or housing 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 redevelopment of Brownfields within the City of Marquette; and,

Whereas a Brownfield Plan that outlines the qualifications, costs, impacts, and incentives has been prepared and submitted for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan for the redevelopment of 710 Chippewa Square from commercial to residential use for workforce housing called "The Chipp" developed by SLA Property LLC of Marquette; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved The Chipp Workforce Housing Brownfield Plan at a regular meeting on September 25, 2024 and found that the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of providing workforce housing, increased private investment, and increased property taxes; and

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

Whereas the Marquette City Commission desires to establish a public hearing for The Chipp Workforce Housing Brownfield Plan at their October 28, 2024 regular meeting;

Now, Therefore be it Resolved that the Marquette City Commission hereby establishes the public hearing for The Chipp Workforce Brownfield Plan at the October 28, 2024 regular meeting, 6:00 p.m. in the City Commission Chambers, 300 W. Baraga Avenue, Marquette, with notice of the public hearing and notice to taxing jurisdictions in accordance with Act 381; and

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

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

Yes: _____

No: _____

Resolution duly adopted

Sally Davis, 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: 10/15/2024

Consent Agenda - Roll Call Vote

Superior Hills Association of Parents and Educators Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of the Superior Hills Association of Parents and Educators recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct their fundraising raffle on November 19, 2024, 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 date of their 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 the Superior Hills Association of Parents and Educators 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 432.103a(i)(ii))

At a Regular meeting of the City
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 Superior Hills Assoc. of of Marquette
NAME OF ORGANIZATION CITY
Parents and Educators
county of Marquette, 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.
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 City at a Regular
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(R4/24)

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/15/2024

Consent Agenda - Roll Call Vote

Upper Peninsula Community Rowing Club - Facility Lease

BACKGROUND:

The Upper Peninsula Community Rowing Club has requested the City Commission renew their lease for space in the Founders Landing Observation Deck. Staff has worked with the City Attorney and representatives of the Upper Peninsula Community Rowing Club to develop the agreement. The agreement has a term of June 1, 2024 to April 30, 2026. Rent shall consist of \$6.00 per square foot for a total rental amount of \$2,660.00 per year.

Leases require two reads before approval by the City Commission. This is the second read.

FISCAL EFFECT:

The City will realize \$2,660.00 annual revenue with this action.

RECOMMENDATION:

Approve the Lease Agreement with Upper Peninsula Community Rowing Club for space at the observation deck of Founders Landing, and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2024, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and **UPPER PENINSULA COMMUNITY ROWING CLUB, INC.**, a Michigan corporation, of 3114 Lakeshore Boulevard, Marquette, Michigan 49855, hereinafter “LESSEE”.

Recitals

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

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

1 Leased Premises

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

2. Term of Lease

This lease shall run from June 1, 2024 through April 30, 2026.

3. Rent

The rent shall consist of Seven and 00/100 Dollars (\$7.00) per square foot, for a total rental amount of \$2660 per year for the term of the lease. Payment shall be made on a monthly basis, in advance, in the amount of \$221.66. The value of actual material and labor for Lease-hold improvement made by Lessee will be applied as a credit (offset) against the rent due. All materials and labor invoices shall be provided to Lessor with appropriate documentation prior to any credit being made toward rent.

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

4. Use of Premises

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

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

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

5. Use of Common Areas by Lessee

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

6. Maintenance and Repair

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

7. Insurance and Indemnity

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

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

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

8. Assignment/Subletting

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

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

9. Use of Premises by Lessor

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

10. Covenant of Quiet Enjoyment

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

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

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

12. Default by Lessee

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

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

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

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

13. Surrender of Leasehold Upon Termination of Lease

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

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

14. Miscellaneous

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

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

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

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

CITY OF MARQUETTE

UPPER PENINSULA COMMUNITY
ROWING CLUB, INC.

Sally Davis, Mayor

By:
Its: President

Kyle Whitney, City Clerk

By:
Its: Secretary

Approved as to Substance:

Approved as to Form:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

Exhibit A Rowing Clubhouse



Lake Superior
Leavenworth

Rowing
Clubhouse



1 inch = 100 feet

City of Marquette
Engineering Department

Geographic Information Systems (GIS)

Lease Premises Defined
as Space within Structure

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2024

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

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PRODUCER Acrisure, LLC dba VAST 300 S FRONT ST STE 24 MARQUETTE, MI 49855-4643	CONTACT NAME: PHONE (A/C, No, Ext): 9063157212 FAX (A/C, No): 9062285385 E-MAIL ADDRESS: kerryh@vastsolution.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Great American Insurance Company	
NAIC # 16691	
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Upper Peninsula Community Rowing Club 530 E ARCH ST MARQUETTE, MI 49855-3810	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: GAP125227

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PAC 4725036	04/03/2024 12:00 AM	04/03/2025 12:01 AM	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY						\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	☒ HOST LIQUOR LIABILITY INCLUDED						\$300,000
	☒ INCLUDES ATHLETIC PARTICIPANTS						MED EXP (Any one person)
	GENTL AGGREGATE LIMIT APPLIES PER:						\$10,000
	☒ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$4,000,000
							PRODUCTS - COM/OP AGG
							\$4,000,000
A	AUTOMOBILE LIABILITY	X		PAC 4725036	04/03/2024 12:00 AM	04/03/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						\$250,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person)
	☒ HIRED AUTO ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	☐ OCCUR						
	EXCESS LIAB						AGGREGATE
	☐ CLAIMS-MADE						
	DED ☐ RETENTION \$ ☐						
A	Professional Liability	X		PAC 4725036	04/03/2024 12:00 AM	04/03/2025 12:01 AM	EACH OCCURRENCE
							\$1,000,000
							AGGREGATE LIMIT
							\$1,000,000
A	Abuse and Molestation	X		PAC 4725036	04/03/2024 12:00 AM	04/03/2025 12:01 AM	EACH OCCURRENCE
							\$100,000
							GENERAL AGGREGATE
							\$300,000
A	Accident/Medical Coverage			BSR-F162649-00	04/03/2024 12:00 AM	04/03/2025 12:01 AM	AD&D
							\$10,000
							MAXIMUM MEDICAL DEDUCTIBLE
							\$25,000
							\$250

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

Covered Activities: Rowing Club

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period. Primary & Non-Contributory coverage applies.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

City of Marquette
300 W. Baraga
Marquette, MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

VAST

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: PAC 4725036 / GAP125227
Insured: Upper Peninsula Community Rowing Club

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Marquette 300 W. Baraga Marquette, MI 49855
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

To the extent that any of the additional insureds named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/15/2024

New Business

Resolution to Approve and Adopt the Community Master Plan - Roll Call Vote

BACKGROUND:

The City Planning Commission, assisted by City Staff and the firm of Beckett and Raeder, have completed a lengthy and transparent community process to produce a draft Community Master Plan.

The Planning Commission held a public hearing on October 1, 2024, to review the draft Community Master Plan, where community members in attendance spoke highly in favor of the plan. After closing the public hearing, it was moved by C. Gottlieb, supported by M. Rayner, and unanimously approved to recommend that the City Commission approve and adopt the Community Master Plan in accordance with PA 33 of 2008.

The supplemental report is available here: <https://www.marquettemi.gov/mps>

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt the Resolution to Approve and Adopt the Community Master Plan.

ALTERNATIVES:

Reject the Plan and send back to the Planning Commission with documented specific reasons for the rejection of the plan.

ATTACHMENTS:

Description

- ▣ Resolution to approve and adopt CMP_2024
- ▣ Master Plan Executive Summary



RESOLUTION
City of Marquette
Marquette County, Michigan

RESOLUTION APPROVING AND ADOPTING COMMUNITY MASTER PLAN

WHEREAS, the City Planning Commission has prepared a proposed Master Plan for the future use, development, and preservation of lands within the City, in accordance with the procedures set forth in Act 33 of the Public Acts of 2008, the Michigan Planning Enabling Act ("Act 33"); and

WHEREAS, The City Planning Commission, after first notifying neighboring entities and others as required by Section 39 of Act 33, thereafter prepared a draft Master Plan, which was thereafter approved for distribution by the City Commission at their May 13, 2024, meeting; and

WHEREAS, the draft Master Plan was distributed as required by Act 33, and after expiration of the 63-day comment period, a duly noticed public hearing was scheduled and conducted before the City Planning Commission on October 1, 2024; and

WHEREAS, the Planning Commission upon completion of the public hearing approved the Master Plan and submitted it to the City Commission for final approval; and

WHEREAS, the City Commission, having reserved the right to approve or reject the Master Plan, now wishes to approve the proposed Master Plan;

NOW, THEREFORE, BE IT RESOLVED The City Commission concurs with the Planning Commission and hereby approves and adopts the City Master Plan as presented by the City Planning Commission on this 15th day of October, 2024.

This resolution was offered by _____ and supported by _____ .

Roll Call Vote:

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED.

CITY OF MARQUETTE

Sally Davis, Mayor

I, Kyle Whitney, City Clerk of Marquette, Michigan, do hereby certify that the above is a true copy of the Resolution relative to the Project Agreement with the Michigan Department of Natural Resources , which Resolution was adopted by the City Commission, at their October 15, 2024, meeting.

Kyle Whitney, City Clerk



CITY OF MARQUETTE

COMMUNITY MASTER PLAN Vision for Marquette

SEPTEMBER 2024 DRAFT



Cover Painting

Ore Dock 2022

Artist: Gene Bertram

Oil Painting

Art Week 2023 Magazine Cover

Gene currently has work displayed at Marquette's City Hall

More about the artist/exhibit: [Blog | MQTCompass.com](https://mqtcompass.com/blog/gene-bertram)

Acknowledgements

City Commission

Sally Davis - Mayor
Jessica Hanley - Mayor Pro Tem
Jenna Smith - Commissioner
Cody Mayer - Commissioner
Jermei Ottaway - Commissioner
Michael Larson - Commissioner
Paul Schloegel - Commissioner

Planning Commission

Sarah Mittlefehldt - Chair
Kevin Clegg - Vice Chair
Wayne Premeau - Commissioner
Dallas Fetter - Commissioner
Margaret Rayner - Commissioner
Steve Lawry - Commissioner
Cary Gottlieb - Commissioner
Kristine Granger - Commissioner
Demetrios Kaltsas - Commissioner

City Community Development Staff

Dennis Stachewicz - Community Development Director
David Stensaas - City Planner/Zoning Administrator
Andrea Landers - Planning and Zoning Official
Eric Paupore - Planning and Zoning Specialist I
Ann Cook - Administrative Assistant

City Administration

Karen Kovacs - City Manager
Sean Hobbins - Deputy City Manager

Steering Committee

Karen Kovacs - City Manager
Sally Davis - Mayor
Cody Mayer - City Commission
Dallas Fetter - Planning Commission
Carl Lindquist - Superior Watershed Partnership and Land Conservancy
Christopher Germain - Lake Superior Community Partnership
David Nyberg - Northern Michigan University
Emily Leach - Marquette County
Gar Atchison - U.P. Health Systems Marquette
Jennifer Tucker - Michigan Economic Development Corporation
Jim Koski - Resident
Joy Cardillo - Resident
Jim Thams - Northern Michigan University
Marty Fittante - Invest U.P.
Susan Estler - Travel Marquette
Tara Laase-McKinney - Marquette Downtown Development Authority
Tom Carpenter - Marquette Board of Light and Power
Stephanie Jones - Next Home Superior Living
Zack Sedgwick - Marquette Area Public Schools
Scott Cambensy - City of Marquette
Jon Swenson - City of Marquette
David Stensaas - City of Marquette
Dennis Stachewicz - City of Marquette

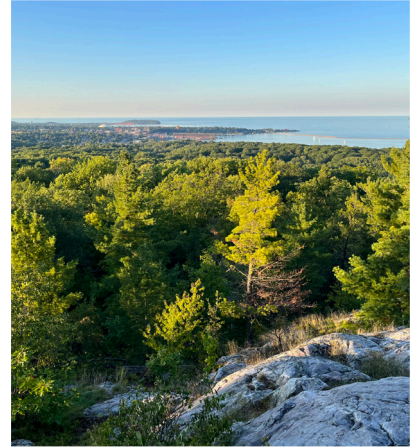
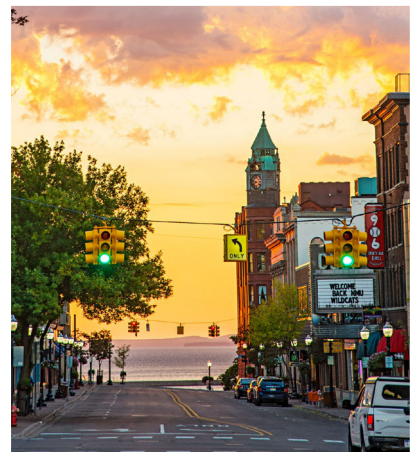
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01

Executive Summary





Located in the northcentral Upper Peninsula of Michigan, the City of Marquette is the largest city in the Upper Peninsula and the county seat of Marquette County. The community boasts dazzling views of Lake Superior, rich natural beauty, a vibrant artistic scene, and expansive trail systems. Founded in 1849, Marquette was incorporated into a city in 1871 and was initially a hub of mining and industry. The land was first home to the Anishinaabe Council of Three Fires, and many Indigenous people live in the region today.¹ During the 19th century, the city became nationally recognized as a summer travel destination. Tourists were transported to the city by passenger ships on the Great Lakes, leading to a boom in hotels and resorts to support the summer economic activity.²

In 1931, the Duluth, South Shore, and Atlantic Railroad constructed Marquette's Lower Harbor Ore Dock for \$1.32 million. For decades, the local economy thrived on the rich, untouched natural resources. The area grew rapidly due to the city's access to Lake Superior, a transportation option to export lumber and iron ore—the area's two largest economic sectors at the time. Now, Marquette's largest export is iron pellets sourced from local mines and pelletizing plants.³

Today, leisure and recreation have become the identity of the community. Marquette attracts visitors year-round to experience the outdoor hiking, biking, snowmobiling, cross-county skiing, and UTV/ATV/ORV trail systems that span throughout the Upper Peninsula. For city residents, outdoor recreation is an integral part of what makes Marquette special and should be protected and expanded upon in coming years.

Northern Michigan University (NMU), a public 4-year university

in Marquette enrolled 6,790 new students in 2022. The combination of students and local residents creates the vibrant backbone of the community. This also contributes to Marquette's small-town feel and has become a unique and attractive quality for prospective residents following the COVID-19 pandemic.⁴

This document encompasses the City of Marquette's Community Master Plan. A Community Master Plan is a policy document used to guide decisions that affect its land, people, and structures. It is often thought of as a long-term "road-map" to guide officials and decision makers when faced with difficult land use and infrastructure decisions. The Community Master Plan inventories several systems, identifying how they work together, the trends that have affected them over time, and actions a city can take to strengthen them and improve residents' quality of life. These are among the major features discussed in the Community

Master Plan. Please also note the Community Master Plan is supported by three independent companion documents entitled: "Resiliency Assessment," "Guide to Housing Action Planning," and "Guide to Climate Action Strategy." Please note, the Community Master Plan is not intended to address specifics related to cultural and recreation activities as they appear in more detail in the Recreation Master Plan.

Marquette's Community Master Plan is structured in two pieces, the "Vision for Marquette" and the supporting documentation. The Vision for Marquette is this 44-page document you are currently reading. It includes the overarching guiding principles that informed the development of the plan, the future land use plan, the zoning plan, and the action plan to guide the next five years. While this plan projects a decade or more into the future, the actions are structured to be short-term objectives so they can be easily tracked and revised as needed.





The Community Master Plan Guiding Principles

The following guiding principles were initially drafted based on planning documents and work the City has completed over the past several decades. These principles were then vetted by the community through an online survey and open house resulting in the following six guiding principles. Please note, these principles are not in a defined order.

A. Steward and cherish our natural assets.

The City of Marquette's natural assets, including the shores of Lake Superior, wetlands, watersheds, topography, water quality, and air quality, are vital to the character and well-being of everyone in our community. These assets should be cared for so that future generations can access and enjoy them.

B. Encourage quality housing at multiple price points and in locations with access to nonmotorized and public transportation.

City policy should encourage quality housing at a range of price points and in locations in the city which are easily accessed by foot, bike, or bus.

C. Preserve our entire history.

The area which the City of Marquette now encompasses has a rich historical and cultural heritage, dating back millennia as the homeland and waters of Indigenous Nations and then incorporated as a Village in 1849 with the formation of the Marquette Iron Company. We should respect, preserve, and incorporate this heritage into our community fabric, including our buildings, waterfront, parks and trails, public spaces, and arts and cultural events.

D. Encourage development and vibrancy in our commercial districts and corridors.

The City of Marquette is an economic and cultural asset to the surrounding region and is where water, sewer, and transportation infrastructure is concentrated. City policy should encourage new development, infill/redevelopment, and multi-family residential development in the commercial areas of the city to support small businesses, job creation, increase the city tax base, and maximize the use of existing infrastructure.

E. Create safe and enjoyable transportation and recreation options year-round.

People of all ages and abilities move around Marquette for work, school, recreation, and exercise in all four seasons. Our land use and transportation policies should promote safe, convenient, and enjoyable connections for all modes of transportation and recreation year-round, including via sidewalk, trail, bus, or road.

F. Maintain and connect our neighborhoods.

City policy should promote new development and redevelopment that is sensitive in terms of design and scale of nearby neighborhoods, with higher density development clustered in commercial corridors. City policy should encourage well maintained properties in residential neighborhoods and easy access to goods, services, and amenities in the city year-round.

02



Future Land Use



Image Source: RCS Aerial

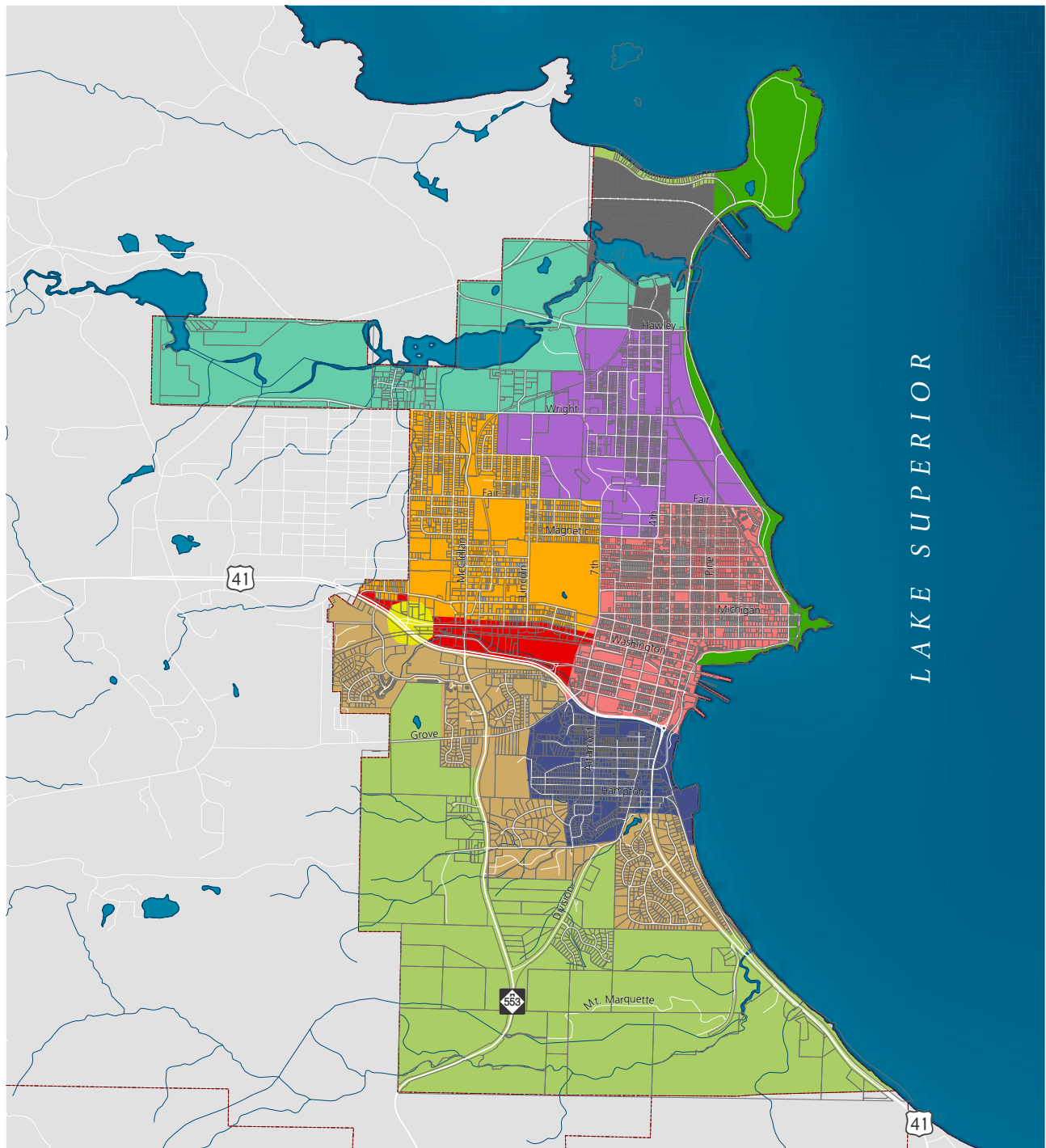
The Future Land Use Plan is the community’s agreed-upon development pattern and visual guide to future development. It serves as the basis for public policy decisions, capital project planning and funding, redevelopment, updating the zoning map, or rezoning individual properties. The Marquette Future Land Use Plan is intentionally fluid. Its application is flexible and allows the City to consider individual proposals for innovative approaches to development and redevelopment, that are in line with overarching policies included in the Community Master Plan.

The Future Land Use Plan is not necessarily concerned with the specific use of each parcel. Instead, the Future Land Use Plan considers the collective uses for each area that establish a “place” within Marquette. This plan prioritizes the function and atmosphere of specific areas or “place types” over discrete land use classifications.

The future land use map divides Marquette into eleven distinctive “place types.” The boundaries of these places are not drawn at a parcel boundary but instead, follow general land use patterns and trends. It leaves the specificity of future land use decisions to the Planning Commission and Planning Staff while providing overall guidance.

Each place type consists of primary and complementary land uses, development scales, character, and transportation form. Together, the place types provide a land use and development Place Type that defines all areas of the city and supports a wide range of land use types, including residential and commercial neighborhoods, production areas, natural spaces, public facilities, open spaces, and institutions. The Marquette Future Land Use Plan builds on the understanding that establishing desirable places and areas is critical in creating a harmonious and appealing city.





Place Types / Land Use Typologies

Sources: Michigan Open Data Portal, City of Marquette

0.5 Miles
Beckett & Raeder, Inc.

- | | |
|---|---|
| ■ Recreation Corridor | ■ W. Washington St. - W. Baraga Ave Belt |
| ■ Forested Suburban | ■ W. Washington St./Highway Node |
| ■ W. Marquette Neighborhood | ■ University - North Marquette |
| ■ Suburban South Marquette | ■ Industry and Innovation |
| ■ Historic Core | ■ South Marquette |
| ■ Dead River Corridor | |

Recreation Corridor



Image Source: RCS Aerial

The Lake Superior shore with its rocky shoreline and sandy beaches dominates the landscape and is the defining character of Marquette. This place type supports the longtime established community goal of having visual and physical access to Lake Superior for the enjoyment of residents and visitors.

The Recreation Corridor Place Type covers the shoreline that extends from the 323-acre Presque Isle Park oval-shape headland at the north end to Mattson Park on the south end. Shiras Park/Picnic Rocks falls between these scenic natural and built features and spans from Picnic Rocks near the eastern terminus of Fair Avenue south to McCarty's Cove next to the U.S. Coast Guard Station. The popular shoreline trail and park areas provide many opportunities for the integration of public art and intimate venues for events.

Traveling along Lake Shore Boulevard one is greeted with grassy open space, a lengthy swimming sand beach, a natural dune environment, coastal pine woodlands, and vehicular parking areas. A paved bike path runs the entire length of the shoreline. The scenic beauty of the lakeshore is one of the City's greatest assets and careful, thoughtful planning of the Recreation Corridor is a necessity

as it not only adds to the quality of life for the residents, but it is also a major draw for visitors. With the anticipated greater volatility of lake levels and increased severity of storms, buildings and parking areas should be set back further from the high-water mark. Scenic and corridor protections are warranted to ensure this well-loved coastal area is not diminished as a public resource. Public, universal access, and lake views will need special consideration when the recreational areas are renovated and when private development on the west side of Lakeshore Boulevard is proposed. Public transit, convenient bike parking, and wayfinding signs to assist motorists find nearby parking locations will help to reduce the pressure for waterfront parking for this much-loved area of Marquette. To address these topics mentioned above, a corridor plan is recommended to ensure future planning efforts work towards a collective vision.

Defining Elements:

- » **Land Uses:** Parks, wooded natural areas with sandy beaches and rocky shorelines, public art and cultural interpretive sites, functional art for park equipment, water-dependent public utilities, recreational and institutional buildings, limited parking areas, and non-motorized trails.
- » **Development Scale:** Small to medium-sized buildings, small parking areas.
- » **Character:** Buildings are built with high-quality, enduring native materials with a distinctive local design. Parking areas are well landscaped and incorporate green infrastructure to handle stormwater.
- » **Street Network:** Narrow, meandering streets designed for slow speeds, transit stops, multi-use trails with connecting sidewalks.

Forested Suburban



Image Source: RCS Aerial

The Forested Suburban Place Type is in two areas of the city: in the southern quadrant, which is heavily forested, and along the Lake Superior shoreline west of Presque Isle. This place type provides rural character, single-family detached dwellings and a few, but growing number of multifamily dwellings. This place-type provides a rich assortment of recreational resources for outdoor sports including skiing, hiking, and golf. The remainder of the former Heartwood Forest property is protected with a perpetual Conservation Easement. These areas are largely natural, often wooded, and exhibit rugged topography with streams and rivers. Many streets have a rural, suburban feel and a few businesses scattered throughout the area. To preserve the rural forested atmosphere, future housing developments are encouraged to be developed with an open space planning approach by clustering homes on most buildable lands and while preserving lands in a natural state on lands that have steep topography, wetlands, and rocky outcroppings. Special attention should be given to maintaining vegetation and wildlife corridors when development proposals are in the planning stage. Clearcutting of large areas is to be avoided to maintain the wooded character. Regulations should be instituted to control and limit viewshed clearing, especially in locations with significant topography or near recreation trails.

The use of automobiles is integrated but does not dominate the character of the Forested Suburban Place Type. There are many trails that traverse the area and recreational lands for skiing, hiking,

biking, and golf near the more urban areas of Marquette. The Forested Suburban Place Type plays an important role in defining the City's reputation as a nature-based, outdoor recreation-oriented community. Conserving open lands for recreation, securing easements for the trails, and clustering residential dwellings on less sensitive lands is the best approach for this place type of Marquette. Future development should focus primarily on low-density, clustered residential areas designed to complement the natural setting. To help provide more convenient living, a few commercial establishments are envisioned to be strategically placed throughout this place type with the goal of shortening trips for residents seeking goods and services. A higher density, mixed-use development is appropriate in specific locations including on the west side of M-553 where Division Street intersects. Hotels and restaurants with waterfront views of Lake Superior along the west side of US 41/M 28 South are seen as an appropriate land use.

Defining Elements:

- » **Land Uses:** Woodlands, clustered residential, home occupations, recreational trails, golf courses, ski resorts, rustic trailhead parking areas. Commercial nodes along M-553 and US 41/M28 South.
- » **Development Scale:** Small to medium-sized buildings.
- » **Character:** Largely a wooded area with natural topography left intact. Clusters of single-family residential nestled into the landform with meandering recreational trails. Buildings use earth-tone colors to blend into the wooded areas and are built with quality, enduring materials with a distinctive local design. The northern reach of the area has a more urban feel with more building intensity softened with canopy trees. Commercial uses developed in concentrated nodes.
- » **Street Network:** Loose network of curbless winding streets with an extensive recreational trail system.

West Marquette Neighborhood



The West Marquette Neighborhood Place Type includes the western half of the city that was mostly developed post-World War II with a land use pattern largely dependent on the automobile to travel to work or other destinations such as shopping and recreation needs. This place type will continue to provide a stable housing supply for Marquette with opportunities for additional dwellings by allowing different dwelling types and modifying dimensional standards.

The neighborhood contains areas where it is possible to walk or ride a bike for recreational purposes, but due to the lack of street connectivity, incomplete streets (missing sidewalks), and the lack of nearby amenities, these areas are currently not favorable for walking or biking as a primary mode of transportation. In addition, a prevailing characteristic of the West Marquette Neighborhood is the segregation of land uses and dwelling types with buffers. This land use pattern results

in longer distances between uses and requires the automobile for day-to-day functions. This place type, however, has the greatest potential to become more walkable, bikeable, and inclusive by implementing several strategies. These strategies include extending streets to eliminate dead ends; constructing missing sidewalk segments; allowing for sensitive infill with additional dwelling types, and permitting accessory commercial uses that are residentially scaled, especially at busier street corners.

Defining Elements:

- » **Land Uses:** Mixed-density residential, parks, schools, home occupations, residentially scaled neighborhood businesses (accessory commercial uses). Public art in neighborhood parks. Duplexes on street corners and larger parcels.
- » **Development Scale:** Small to medium-sized buildings.
- » **Character:** One- and two-story buildings constructed with quality, enduring materials with a distinctive local design. Lots tend to be wide, uniform in shape with shallow depths which lend houses with strong horizontal lines. Homes typically have gentle roof pitches.
- » **Street Network:** Formal streets in a grid pattern with continuous sidewalks and on-street parking. Dead-end streets are to be evaluated in accordance with the Action Plan.

Suburban South Neighborhood



From the late 1960s to the end of the last century, much of Marquette's residential development occurred south of the bypass (US-41/M-28). This area has a classic suburban characteristic with low-density housing, curving and looping streets, and cul-de-sacs. The area is comprised mostly of single-story, detached dwellings with deep setbacks and large yards. The South Suburban Neighborhood Future Land Use Place Type will remain primarily residential comprised of single-family detached dwellings with flexibility to permit incremental growth by allowing townhomes, slightly smaller lots, and shallower yard setbacks to support opportunities for the addition of accessory dwelling units and home businesses.

Along the busier streets on the edges of the residential neighborhoods, small-scale commercial services are envisioned to allow residents the opportunity to obtain goods and services in nearby locations. Sidewalks, bus stops, and bike lanes or trails are recommended for streets that carry heavier traffic loads.

Defining Elements:

- » **Land Uses:** Single-family detached houses, townhomes with opportunities for accessory dwellings and home occupations. Schools and parks. Duplexes that have the form and scale of a single-family detached dwelling. Small-scale, neighborhood-focused commercial uses are permitted at major streets intersections near residential neighborhoods.
- » **Development Scale:** Small to medium-sized buildings on generous-sized lots with a wide variability of shapes.
- » **Character:** One- and two-story detached buildings with varying roof pitches and housing styles. Buildings are built with quality, enduring materials with a distinctive local design. Landscaping tends to be less formal and more naturalistic.
- » **Street Network:** Informal meandering streets with public walks and pathways. Parking is accommodated on private driveways. The five-lane highway (US41/M28) that bisects Shiras Hills is envisioned to have the existing center turn lane removed and replaced with a landscaped median to soften the impact on the residential area while also enhancing the entryway into Marquette. Breaks in the boulevard will permit left-hand turns at the three residential street intersections.

■ Historic Core



The Historic Core Place Type includes the downtown, an active waterfront, and the historic residential neighborhoods north of Washington Street and east of Seventh Street. This place type is envisioned to be the commercial, cultural, and historic center of the Marquette area where major community events and celebrations occur. In this part of the community, a person can walk, bike, or ride transit to work and fulfill most shopping and recreation needs. Automobile use is accommodated but is not a necessity for many daily needs. The Historic Core is supported by a network of interconnected, tree-lined streets with sidewalks and short commercial blocks with buildings nestled up to the sidewalks, making it conducive for destination walking and cycling. The residential buildings north of the downtown area and many of the buildings along the waterfront provide diverse housing types from duplexes to multi-story

apartment buildings. These areas support public transit due to the compact development pattern. This is an area of the community where minimum off-street parking requirements should be further reduced or eliminated. The Historic Core Place Type is also a prime area to expand “Missing Middle Housing” opportunities with appropriate land development code amendments.

The downtown area of the Historic Core can benefit the most by infilling the surface parking lots with multi-story, mixed-use buildings placed up to the public walk and parking structures set behind buildings. One-story buildings and surface parking lots are generally discouraged since they will unnecessarily consume too much land area for an active, vibrant, and walkable downtown, and generate little, if any, to the City’s taxable value.

Defining Elements:

- » **Land Uses:** Commercial, upper-story residential floors, public parks, cultural hubs, historic sites, public art, entertainment venues, civic spaces, institutional and parking structures. A wide variety of residential building types north of downtown, mixed with institutional uses. Lodging facilities are limited to Third Street and the downtown core south of Ridge Street. Public art in civic spaces and on public walks. Preservation of residential and commercial buildings.
- » **Development Scale:** Medium to large-sized buildings.
- » **Character:** The commercial core has multi-story and mixed-use buildings, common sidewalks, generous ground-floor shopfront windows, and vertically oriented windows on upper floors along the commercial streets. Buildings are constructed with quality, durable materials typically comprised of brick, stone, and iron. Historic buildings are celebrated as architectural treasures and new developments complement the historical ambiance and increase the visual vibrancy through artistic elements. The residential houses north and south of the commercial core are two to three stories in height and are scaled and positioned on the lot to reinforce the historic building patterns. Outdoor dining may be accommodated on the public sidewalks along streets, alleyways, and on building tops. Street furniture, light fixtures, and equipment are opportunities to incorporate functional art. A natural color palette of building facades with limited use of grays and whites. Prominent public building spaces are lit with indirect lighting to brighten up dark winter nights.
- » **Street Network:** Formal streetscapes with wide sidewalks, sheltered transit stops, and on-street parking. Compact urban blocks, midblock pedestrian crossings, and alleys with pedestrian scale lighting. Heated wide sidewalks on primary pedestrian routes. Lakeshore access to public parks and piers.



Image Source: RCS Aerial

■ South Marquette Neighborhood



The South Marquette Place Type serves as the main entryway into the Marquette and for many travelers, it provides the first impression of Marquette. This place type is envisioned to have eclectic mix of housing types, small scaled commercial shops, and light industrial uses.

Historically, the area served as a “working-class” neighborhood, where residents were employed in manual labor and industrial jobs. Some of those industrial businesses constructed with brownish-red sandstone are still present and provide the area with an authentic Marquette feel. The hillsides rising 200 feet over the lake provide stunning views of Lake Superior along the east/west streets. Today, the neighborhood is going through a renaissance and has become a highly sought-after area to live in due to its proximity to Lake Superior and downtown.

The eastern portion of South Marquette exhibits a grid of small blocks, but as one travels to the west of Altamont Street the blocks lengthen and the streets become disconnected. Some streets have sidewalks on both sides, but many streets in South

Marquette either have sidewalks only on one side or no sidewalks. Mesnard Street, which leads to Bothwell Junior High School, has a sidewalk only on the south side of the street. There are three parks in the area — Hurley Field, Giants Foot Park, and South Beach Park — which are attractive features. There is also a wide range of housing types, ranging from Victorian two-story duplexes, single-family ranches, and split-level houses to mobile homes. The area has some of the more affordable housing still available in Marquette. Division Street has a mix of service, contractor yards, light industry, and retail uses. US-41/M-28 has these uses plus restaurants and hotels.

Although the neighborhood is situated close to downtown and the waterfront, access is limited or difficult due to US-41 or topography that in some respects isolates South Marquette from the rest of the community. Champion and Altamont Streets bridge over the highway bypass to downtown but the other north/south neighborhood streets are truncated because of either the limited access highway or steep slopes. Walking or biking to the waterfront on the east side is also difficult because

of the five-lane highway with vehicles often traveling at speeds of 35 miles per hour or higher. There are limited walks along US-41/M-28 and only one marked crosswalk with pedestrian signals located at Genessee Street. Fortunately, there are measures that can be taken to improve access to downtown and the waterfront. The installation of sidewalks along both sides of neighborhood streets is envisioned for this area. Key walking routes to downtown and the waterfront are intended to have wide walks and decorating, pedestrian-scale street lighting and landscaping. Sidewalks on both sides of South Front Street along with a refuge median, should be installed at intersections or mid-block with pedestrian-activated hawk signals. Taking advantage of the topography, a sky bridge at Craig Street scaling over the highway is proposed to provide inviting and safer access to the lakeshore and South Beach Park. The bridge will also serve as a southern gateway into Marquette and is envisioned to reflect the rich history and creative personality of Marquette.

To improve access downtown, bridge enhancements on Champion and Altamont Streets are sought with wider walks and decorative pedestrian-scaled lighting. Removing or replacing the unsightly wire cage material with a more attractive barrier on Champion and Altamont Streets bridges will also make walking in this area feel more inviting and safer and will enhance the views of Lake Superior. These bridges are also prime locations for the integration of public art and conscious site design.

Defining Elements:

- » **Land Uses:** Mixed-use along the highway and Division Street to Genessee Street. Public art at key locations. Mixed-density residential with a variety of building types ranging from single-family detached dwellings to multi-plexes, home occupations, parks, and schools.
- » **Development Scale:** Small to medium-sized buildings along residential streets and Division Street. Medium to larger buildings along the highway except in locations where lake views along the east-west street views would be interrupted.
- » **Character:** Division Street will have the look and feel of a village main street. Buildings are located close to the walks and parking is hidden behind the buildings or permitted on-street. The historic sandstone buildings are treated as treasures and provide guidance for new developments for scale and form. Buildings are constructed with quality, durable materials and have distinctive local designs that relate to the historic sandstone buildings. Canopy trees and gardens along the streets..
- » **Street Network:** Formal streets in a grid pattern with continuous sidewalks, canopy trees, and on-street parking. Dead-end streets are to be evaluated in accordance with the Action Plan. Decorative, pedestrian-scaled street lighting.



Dead River Corridor



The Dead River Corridor Place Type flanks the northern edge of Marquette featuring the Dead River, dam impoundments, scenic waterfalls, fishing pier, and parks and recreation trails, including the northern part of the Noquemanon Trail Network. On the eastern end of the Dead River Corridor is the 40-acre Tourist Park which allows camping and hosts a major music fest each summer. This place type is envisioned to remain a quality recreational area with limited areas developed for public utilities, civic uses, cottage industry, and residences.

Marquette Board of Light and Power owns most of this area and has been generating hydroelectric power along the river on a 65-acre site since 1889. Per a Federal Energy Regulatory Commission mandate this property is required to open for public recreation and is heavily used by the community and includes the Kaufman Fields north of Hawley Street.

There is also a residential neighborhood, places of worship, and the Holy Cross Cemetery interspersed along the south side of the river. Although the river runs clear, sedimentation is a concern along with elevated levels of nutrients and heavy metals. Mercury has been documented in fish. With the degraded water quality comes the opportunity to implement ecological restoration to improve the condition of the watershed and to preserve the Dead River Corridor's outstanding natural features. Green infrastructure strategies and an overlay zoning district are envisioned to preserve the watershed characteristics and optimize the use of the land to meet the needs of people and nature. The area also experienced severe flooding in 2003. Any new buildings or structures will need to avoid the flood hazard zone.

Defining Elements:

- » **Land Uses:** Utilities, offices, cottage industry, institutional, residential clusters, athletic fields, parks, and riparian wooded areas with trails with informal trailhead parking areas.
- » **Development Scale:** Small to medium-sized buildings.
- » **Character:** Buildings are built with quality, enduring materials with distinctive local designs reflecting their functionality.
- » **Street Network:** Curb-less streets with green infrastructure to manage stormwater. Recreational trails.

■ West Washington Street and West Baraga Avenue Belt



The West Washington Street and West Baraga Avenue Belt runs from Seventh Street west to the US-41/M-28 highway intersection. Positioned between these two streets is the Iron Ore Heritage Trail that provides great pedestrian and bicycle access to businesses and future housing along this corridor.

West Washington Street was part of the US-41 Business Route from 1964 to 2005. In 2005, the highway route was decommissioned and transferred to the city as a local street. Before the bypass opened in 1963, Front and Washington Streets were the highway route traversing the community. Today, West Washington Street remains an important commercial corridor and serves as the key entryway to downtown from the west. This corridor is envisioned to support a wide spectrum of uses including multiple-family, commercial, and light industrial. The mix of uses may occur horizontally in single-story buildings or vertically in multi-story mixed-use buildings.

With its high traffic volumes and narrow right-of-way, the corridor has its challenges, but it also presents opportunities for the growth of businesses and services that can benefit from the high traffic exposure. The central location of West Washington Street and West Baraga Avenue has a high concentration of jobs, including a regional hospital, which makes it a prime location for higher-density housing built in the form of multi-story apartments or within mixed-use buildings. To encourage walking to employment venues along the corridor, physical design standards should require sidewalks set back several feet from the street to provide space for a tree lawn planted with canopy trees. Parking is to be relegated to the rear of buildings unless it is physically impractical. In these cases, parking can be accommodated to the side of buildings but still behind the front façade of buildings on the parcel. The reduction or consolidation of driveways along the corridor is envisioned to reduce conflict points with pedestrians while also enhancing the

street's carrying capacity. Over time, the beltline is envisioned to become a key east/west transit spine which will allow over time, parking areas to be converted for businesses and places of residence.

The changes discussed above can be accomplished by sharing driveways with adjacent businesses and building alleys or service drives where feasible. Additional right-of-way or easements will be necessary where the right-of-way is narrow. For those properties that participate in providing sidewalk easements or land for the construction of alleys and services drives, zoning incentives should be employed, resulting in a win-win for both the community and the private property owner.

The entire belt is envisioned to be intensely developed typically with multi-story buildings. The highest intensities are planned to be on the eastern portion of the corridor. Buildings are to be set next to or near the sidewalk to create a defined street wall and promote an attractive walking and transit friendly environment to access commerce, services, and shopping from residential areas. These buildings may contain a mix of street-level commercial and residential uses with residential and office uses on the upper floors. Colorful facades are envisioned to brighten up the dark cloudy days that often occur during the cooler seasons. A corridor sub-area plan is recommended to guide the redevelopment of this important community corridor.

Defining Elements:

- » **Land Uses:** A mix of commercial, institutional, multi-family residential, and cottage industries.
- » **Development Scale:** Medium to large buildings.
- » **Character:** Buildings are designed to allow uses to change over time. Street ground floor frontages shall encourage pedestrian activity with clearly identified entries. Buildings east of McClellan Avenue are envisioned to be two or more stories. Public art integrated to increase visual vibrancy, special street lighting and street tree plantings.
- » **Street Network:** Formal streets with continuous walks and sheltered transit stops with an adjacent multi-use trail just south of West Washington Street. New north-south streets are envisioned to break up the long West Washington Street blocks to make walking routes more direct and help diffuse traffic loads. Access is from alleys or service drives. Independent driveways are discouraged and always break for public sidewalks. Any driveway must meet the side-yard setback requirements and be accessible to adjacent properties.

■ West Washington Street / Highway Node



Image Source: RCS Aerial

The western gateway of Marquette is the West Washington Street and US-41/M-28 intersection, an expansive auto-oriented node comprised of a bundle of intersecting lanes and green and white freeway signs. Travel along this section of highway tends to be fast and drivers need to be on alert, or they will miss the route leading into the city center. The current intersection occupies an area equivalent to one city block and generates no tax revenues. A redesign of this node is envisioned with a land-efficient traditional urban T-intersection or a modern roundabout. By doing so, the excess lands can be landscaped and developed with new tax-producing buildings. The key function of this area is to serve as the western gateway for Marquette by making it a special node that inherently reflects the rich culture and history of

the community. The local streets in the vicinity are proposed to be extended to define city blocks that reflect the established historic pattern of Marquette. Gateway buildings are envisioned to be multi-story, mixed-use buildings as they will draw attention to motorists traveling down the highway flanked with ubiquitous one-story buildings. The highly trafficked intersection warrants high-level site design, where art, landscaping, and decorative hardscape are integrated to provide a visual welcome to Marquette.

Defining Elements:

- » **Land Uses:** Commercial, institutional, and residential.
- » **Development Scale:** Medium to large-sized buildings.
- » **Character:** Gateway structures to contribute to wayfinding, multi-story buildings built with quality, enduring materials with a distinctive local design.
- » **Street Network:** Formal streetscape with colorful pavement, distinctive highway intersection with opportunities for sculpture. Extend minor streets to Washington Street to create shorter blocks and improve circulation. Highly visible crosswalks with median islands. Sheltered, barrier free transit stops incorporating raised platforms.

University / North Marquette



Image Source: RCS Aerial

As the name implies the University/North Marquette Place Type covers the 357-acre main campus of Northern Michigan University (NMU) along with the adjacent former Upper Peninsula Health System Hospital on College Avenue. NMU, established in 1899, is among the largest employers in the Upper Peninsula, employing about 1,100 faculty and staff with a student population of over 7,000 students. Fifty-seven percent of the students commute to campus. This place type is envisioned to remain the center for higher education, cultural and business resources, and athletics. Although the university is exempt from local zoning, a close, symbiotic relationship with the City will strengthen both entities when addressing housing, transportation, local economics, and sustainable practices.

The 2019 Campus Plan calls for a more pedestrian and bike-friendly campus by reconfiguring the streets and parking areas on the south side of campus. This would include potentially closing

Seventh Street and connecting Kaye Avenue to Fair Street. Parking areas on the interior of campus would be relocated to the perimeter. Bike and pedestrian trails would be constructed from the perimeter lots to the academic mall. A central walkway spine would connect the residence halls and apartments west of Lincoln Avenue to the academic mall. Eventually, the main walkway would be extended to the south and east to connect the academic mall to the recreation complex, Third Street businesses, and Lake Superior. Better connectivity with city streets will help to diffuse traffic and lessen congestion issues, especially after big events.

The economic and cultural impact of NMU on Marquette cannot be overstated. NMU is recognized for regional and sustainability-related programs. The university is focused on providing skills that are critical to support the economic growth of the region and state. The

new performing arts project will create a vibrant learning and performing arts complex to serve as a new campus and community asset. The complex will be accessible and include a large theatre to support university and community productions of all kinds including plays, musicals, and events.

Northern Michigan University is one of the largest employers within the city. With the shortage of housing within the community, there is the opportunity to convert or replace the near-campus single family detached dwellings with duplexes or multi-plexes. The additional dwellings would help provide the campus with a better job-to-housing balance and offer convenient housing for NMU employees. In the northern part of the University/ North Marquette Place Type is a large, subsidized, apartment complex. With the severe shortage of lower-rent housing the complex should be maintained for the foreseeable future.

The former hospital complex currently under demolition on College Avenue is situated next to residential neighborhoods, NMU, and the Third Street Business Corridor. Centrally located, this 23-acre site is prime for a mix of uses including much-needed housing for the community. With jobs and services nearby this will be a convenient place to live. Under the guidance of the Northern Michigan University Foundation, the site is proposed as a moderately intense mixed-use development with a variety of dwelling types ranging from townhouses to multi-level apartments. New travel corridors are also envisioned to break up the superblock that

was created when the hospital was developed. To address the nuances of integrating with the surrounding neighborhood's fabric, it is important to consider the uses, scale of buildings, and placement of the structures. The redevelopment of this site will be transformative for the city. It presents a unique opportunity to link the NMU campus with the adjacent neighborhoods through the installation of pedestrian and vehicular connections.

Defining Elements:

- » **Land Uses:** Institutional, entertainment venues, residential, innovative industry, recreation, sports facilities, and public art at key campus entryways and along the central walkway.
- » **Development Scale:** Medium to large-sized buildings, structured parking.
- » **Character:** Buildings are built with quality, enduring materials with a distinctive local design. The use of colorful facades is envisioned to brighten up the winter cityscape and add interest.
- » **Street Network:** Formal campus drives with wide sidewalks and transit stops. Additional connections with city streets to break up large blocks, diffuse traffic loads, and shorten trip lengths. Perimeter campus parking lots.



Industry and Innovation



Image Source: RCS Aerial

The Industry and Innovation Place Type is along the Dead River Basin in the northern part of Marquette. For decades, the land has been a location for rail and water transportation and for loading ore, coal, and aggregate. Until recently, a coal-fired powerplant sat next to the river basin generating not only electrical power but also more than 8% of tax revenues for the City. Coal plants were historically sited on lakes and rivers because of their massive water needs, and they have left legacies of pollution that must be cleaned up to protect public health. This area of the community is envisioned to remain an area reserved for industrial and supportive industrial uses.

Although the loss of the tax base for Marquette from the closure of the energy facility was significant both in terms of lost revenues and the loss of well-paid jobs, the removal of the power plant also presents an opportunity. This former coal plant site was hardwired into the energy grid, offering valuable infrastructure for renewable energy redevelopment. Building solar energy generation with battery storage on the part of the site that is tied to the energy grid would provide additional community value, including the creation of jobs and local tax revenue. Since the Industry and Innovation area is the only place in the region with a deep-water port, served by heavy rail, the area is also prime for new industrial and technology development that could productively

use the investment of this valuable infrastructure. In addition, there are opportunities south of the river basin and adjacent to the Northern Michigan University property for innovative industries that are likely to emerge as the country moves from petroleum-based energy to cleaner forms of power.

Although heavy industry was associated with water and air pollution in the past, today's environmental laws require industrial uses to meet clean water and air standards. There is also an opportunity to remediate the wetlands in the area harmed by previous uses. These areas can serve as environmental buffers for the adjacent land uses, and they can be remediated to become productive wildlife habitats once again as part of the redevelopment of the river basin. By reclaiming these sites for new tax-producing industrial properties, these new developments will also protect water resources, expand natural ecosystems, and spur recreational opportunities. Industrial jobs also help to diversify the local economy making it more resilient to downturns in the marketplace. Industrial zoning is recommended for this part of the community.

Defining Elements:

- » **Land Uses:** Industry, energy facilities, shipping and loading areas, integrated accessory dwellings remediated wetlands, and landscape buffers.
- » **Development Scale:** Medium to large buildings.
- » **Character:** Functional buildings constructed with enduring materials. Landscape buffers on the perimeter of the area to soften the visual and noise impact of industrial uses. Artifacts of the industrial past are preserved to help tell the story of Marquette's industrial past.
- » **Street Network:** Informal street network designed for large vehicles and heavy loads. Freight rail yard interconnections.

REDEVELOPMENT SITES

Several areas are targeted for transformative future land use changes. These redevelopment spaces build upon the guiding principles of the Community Master Plan by helping to contain outward development; curtailing the loss of natural areas; providing more housing opportunities and aiding job growth. Past projects in Marquette, notably Founders Landing, have shown the transformative nature of redevelopment projects can have on a community to meet community needs and tax base for community services. However, it is important to ensure redevelopment projects align with the community's vision and values.

In June of 2023, a series of redevelopment visioning sessions were held regarding key redevelopment sites in Marquette. The sites were preselected by the City of Marquette's Community Development Department and the Master Plan Consultant Team. Participants at the workshop were asked to use colored wooden blocks that corresponded to specific land uses to plan a future redevelopment concept for each site. The prime areas for a transformative redevelopment are the South Front Street Corridor, West Washington Street Corridor, North Lakeshore Boulevard, the 19-acre Tadych's Food/O'Dovero Drive site area, and former Marquette Mall. Below is a summary of the key changes envisioned for these areas of the community.

South Front Street Corridor

This stretch of highway is the first impression of Marquette for people coming into town from the south. Today's one-story buildings with a wide variety of commercial and industrial uses are envisioned over time to be replaced with multi-story buildings. These buildings should be shaped, oriented, and positioned in a manner that will maintain broad lake views, especially at the ends of the east/west streets. In exchange for securing substantial open views of Lake Superior, zoning incentives may be given to property owners.

This area will have a wide variety of commercial, social, and civic uses incorporated in multi-story buildings interspersed with landscaped view corridors oriented towards the lake. Buildings are envisioned to be placed close to the public sidewalks on both sides of South Front Street. Off-street parking will be relegated to the rear or side of buildings. Coordinated vehicle access is to come from existing, adjacent parallel streets or newly constructed alleys. Crosswalks are to be marked at every street intersection and bike lanes boldly painted on the highway. As an alternative to bike lanes, a grade separated multi-use path on the west side of the highway can be constructed, provided the highway is reduced to three lanes or additional right-of-way width can be secured. These physical changes will communicate to drivers Marquette is a pedestrian and bike friendly town.

A skybridge is envisioned to be constructed over the highway from Craig Street extended to the waterfront. This bridge will provide universal, unimpeded travel for pedestrians to Lake Superior from the historic South Marquette neighborhood and serve as gateway structure for the community. Green infrastructure and street trees will add beauty to the corridor while also helping to quiet and calm the traffic noise. If a future traffic study demonstrates the highway can be reduced from five to three lanes, a richly landscaped boulevard would be appropriate for this "Welcome to Marquette" entryway.

Image source: The Marquette Beautification & Restoration Committee



West Washington Street Corridor

West Washington Street is a major east/west corridor that serves as a key access route to the central business district. As such, it offers ample opportunity to extend commercial and mixed-use development beyond the central business district. The mix of uses may happen horizontally with a combination of single-use building types or with the development of multi-story, mixed-use buildings. Density and intensity of developments generally increase as one approaches the central business district.

A broad variety of uses are appropriate and include the maintenance of existing parks and the development of multi-story residential buildings and commercial stores. Light industrial uses are also envisioned to be part of the mix of uses west of the hospital along West Washington Street and West Baraga Avenue. Building intensity and residential density is envisioned to be moderate with higher intensities near downtown and at street intersections

to help anchor the corners. High intensity residential, office, hotels, and commercial services are also planned near the 222-bed regional medical center. Available housing near the hospital will assist with the recruitment of health care professionals while also helping to balance the vicinity's job/housing ratio, thereby lessening the amount of motor vehicle traffic generated by the medical center's large employment base.

West Washington Street future reconstruction projects will exemplify the standards for a complete street with ample provisions for transit, walking, and bicycling. The character of the street will be a major determinant of the types of land use that will develop along the corridor. An aggressive five-lane street may be fine for auto-centric commercial uses, but to broaden the land use types, especially for residential uses, the street will need to be rebuilt with measures to limit vehicle speeds and provide attributes that are important to pedestrians and cyclists such as sidewalks, protected bike lanes, and landscaping. To ensure carrying capacity of the street is maximized while making walking and bicycling safer, the design speed for the street should be set at 30 miles per hour. A roundabout envisioned at McClellan Avenue will also aid with traffic flow along this busy corridor. West Baraga Avenue is intended to be extended westerly to intersect with West Washington Street just east of Meeske Avenue. Properties with frontage on both West Washington Street and West Baraga shall access off-street parking from West Baraga Avenue. By prohibiting vehicle access directly from West Washington Street, turning conflicts will be reduced and the carrying capacity of the primary street will be boosted.

Green infrastructure along the corridor is sought and can be accomplished when oversized parking lots are shrunk, making space for trees, rain gardens, and infiltration beds. A formal rows of canopy trees is envisioned along both sides West Washington Street. The trees will add beauty to the street while providing shade and offering some protection for pedestrians. The trees will also help to sequester carbon emitted by internal combustion engines. If a future traffic study indicates a road diet is practical, then a landscape boulevard would be appropriate and can be accomplished within the existing right-of-way by eliminating and narrowing travel lanes. Transit investments in the corridor will also help to move the community towards a more efficient form of travel and further reduce the need for parking.



Images source: Congress for the New Urbanism (top), LRK Architects (bottom)

North Lakeshore Boulevard

This prized area of Marquette is a popular destination for people walking, biking, and driving along the Lake Superior shoreline. The shoreline multi-use paved trail paralleling the street is popular with residents and visitors, setting the tone for this area to be pedestrian oriented. The waterfront side of Lakeshore Boulevard is primarily city parkland with few private residences. Over time, as residential properties come up for sale, they may be considered for purchase and converted for public recreational lands.

There will be a cost for the City of Marquette to purchase the property and to take tax generating properties off the tax roll; however, it should be acknowledged that the public waterfront contributes indirectly to the desirability and value of properties in the vicinity and community at large, thereby adding to the overall tax base for the community.

The west side of North Lakeshore Boulevard includes various shops and services in an eclectic grouping of buildings. The scale and local character of these existing buildings provides a template for new development that will likely occur because of the corridor's desirable location. Buildings one to two stories are appropriate south of Fair Street. Regulations should be developed so building siting and orientation minimizes the loss of lake views.

Future developments on the west side of North Lakeshore Boulevard will primarily be residential with a mix of single-family detached dwellings to moderately dense attached dwellings. Mixed-use buildings and smaller commercial shops are also envisioned primarily south of Fair Avenue and north of Wright Street. The large undeveloped parcels north of Fair Street may allow moderately sized two-story residential or mixed-use buildings. Three-story buildings may be allowed provided broad lake views are dedicated and protected for the neighborhood to the west. To improve access from the residential area west of Presque Isle Avenue between Wright Street and Hawley Street, new east/west streets are envisioned to break up the super block to improve circulation and provide more direct, shorter access to the waterfront.

North Lakeshore Boulevard running near the shoreline of Lake Superior is a prime candidate for addressing stormwater with green infrastructure. Currently, a coastal restoration project for the recently relocated street is underway with the final stage starting soon. The native plantings of trees, shrubs, and dune grass will add beauty to the coastline and help the area become more resilient to the changing lake levels and the predicted increase in the severity of storms. To keep this corridor scenic and quiet from traffic noise, traffic calming measures should be incorporated and any street section reconstruction projects should maintain travel speeds of 25 miles per hour or less. The section of North Lakeshore Boulevard north of Pine Street has sufficient space to create a true boulevard with native plantings in the median.



Tadych's Food/O'Dovero Drive Site Area

Located on the south side US-41/M-28 along the west side of McClellan Avenue is Tadych's Grocery and a disconnected grouping of several smaller commercial buildings. The area's dominant feature is the large, underused parking lot. With the infrastructure already in place and a regional trail just steps away, this private sprawling development area is a solid candidate for a walkable, compact mixed-use center.

The City is encouraged to explore the concept of creating a mixed-use center with the private property owners. Creating a mixed-use district or permitting through a planned unit development process are two options for advancing a mixed use, village center form of development. The grocery store can serve as an anchor for a mixed-use development with moderate density housing occurring above the commercial shops or in apartments and townhomes. The general layout of the area will incorporate several minor streets to form urban blocks much like one would find in the historic core of Marquette.

These new streets will be fronted with two to three-story buildings and parking will be placed internally behind buildings on each block. A community square or village green would be the central focus of the mixed-use center surrounded by shops, services, and restaurants. A heavily landscaped buffer is envisioned to be planted on the northern section of the property to help soften the noise and view of the highway. To help connect this part of town with the neighborhoods north of the highway, reconstructing the McClellan Street intersection with US41/M28 is sought with an urban type of intersection. A pedestrian tunnel under the highway will help to provide a safe connection to the Iron Ore Heritage Trail and the businesses and neighborhoods to the north.



Image source: Pinterest (Example of multiple, mixed-use buildings lining small urban blocks).

Former Marquette Mall

The area surrounding the former Marquette Mall is the first impression for people arriving from the west along US-41/M-28 at the Wilson Street intersection. The site was home to a regional shopping mall which has now been mostly demolished aside from two buildings occupied with a thrift store and a fast-food restaurant. Recently, a free-standing building has been constructed housing an auto parts store. Businesses in this area of the city have developed independently and have poor connectivity making walking, biking, and driving between them challenging. The dominant feature remaining on this private site is the expansive parking lot fronting the highway with posted speeds of 45 mph.



The former mall area is adjacent to residential neighborhoods to the west and south. A hotel sits to the east and north, and across the highway to the north is a strip of commercial businesses that abuts against a residential neighborhood. Although these businesses and homes are just across the highway, there are no feasible or safe ways to cross the highway on foot or bicycle. The residential streets to the south and west do not connect. The site mostly sits isolated from the rest of the community.

Although the area has challenges for redevelopment, the high exposure along the highway and prime location within a few miles of thousands of jobs makes this site attractive for a mix of commercial and residential uses. To take advantage of the highway exposure, commercial uses are most appropriate next to the highway. The commercial buildings will also offer some noise protection for more noise sensitive uses such as residential. Moderate to high density housing is envisioned to sit further back from the highway and will front on several minor streets forming blocks and graced with street trees. These streets are intended to be connected to Wilson Street on the east and Brookton Road to the west. Parking is envisioned to be set behind the buildings internally on the newly formed blocks. Taller buildings with higher residential densities are appropriate for this area. The dwellings on the upper floors will garner Lake Superior views. A town green in the center of the redevelopment will help to provide a sense of community. A transit stop and a multi-use path connection to the Iron Ore Heritage Trail will help to integrate the mixed-use center with the rest of Marquette. Mixed-use zoning or a Planned Unit Development are two possible processes to advance these ideas if the property owners are interested in pursuing such a project.

Image source: Dover, Kohl and Partners for Northeast El Paso

ZONING PLAN

Place Type	Description	Uses*	Applicable Zoning Districts	Description of Revisions
Recreation Corridor	Supports the longtime established community goal of having visual and physical access to Lake Superior for the enjoyment of residents and visitors.	Parks, wooded natural areas with sandy beaches and rocky shorelines, public art, especially functional art for park equipment, water dependent-public utilities, recreational and institutional buildings, limited parking areas, and non-motorized multi-use trails.	Conservation and Recreation, Civic, Municipal, Moderate Density Residential.	Amendment to create a scenic overlay district along North Lakeshore Blvd. Overlay addresses special requirements for view/access corridors, landscaping, stormwater and building setbacks and orientation.
Forested Suburban	Provides rural character living and recreational resources for outdoor sports including skiing, hiking, and golf.	Woodlands, clustered residential, home occupations, recreational trails, golf courses, ski resort, rustic trailhead parking areas, institutional, commercial, and mixed uses.	Conservation and Recreation, Civic, Municipal, Low Density Residential, Multiple Family Residential, Mixed Use, Moderate Density Residential.	Amendment to LDR district to create development incentives (density bonuses) for conservation open space development.
West Marquette Neighborhood	Developed post-World War II with a residential land use pattern largely dependent on the automobile, continues to provide stable housing with opportunities for additional dwelling types that are in character with the existing dwellings.	Mixed-density residential, parks, institutional uses, home occupations, residentially scaled neighborhood commercial (accessory commercial uses). Public art in neighborhood parks. Duplexes on street corners and larger parcels. Small-scale mixed uses.	Medium Density Residential, Mixed-Use, Multiple Family Residential, Civic, Conservation and Recreation, General Commercial, Municipal, and Residential Conservation	Amendment to allow group day care facilities by right; duplexes by right on corner and larger parcels with a condition a duplex must appear as single-family detached dwelling; Allow triplexes by special land use approval, allow accessory commercial units (up to one outside employee) by right.
Suburban South Marquette	Classic suburban characteristic with a mix of low-density housing and multiple-family dwellings, curving, looping streets, and cul-de-sacs, remain primarily residential comprised of single-family detached dwellings with flexibility to permit incremental growth.	Single-family detached houses, mobile home parks, townhomes with opportunities for accessory dwellings and home occupations and parks. Duplexes that have the form and scale of a single-family detached dwelling. Small-scale neighborhood-focused commercial uses and mixed uses.	Residential Conservation, Low Density Residential, Medium Density Residential, Multiple Family Residential, Civic, Conservation and Recreation, Mobile Home Park, General Commercial, Mixed Use.	Amendment to allow group day care facilities by right; duplexes by right on corner and larger parcels with form-based standards; allow accessory business units (up to one outside employee) by right; allow multi-family and cottage courtyard dwellings in Mobile Home Park zone. Create a neighborhood commercial zone for small-scale commercial uses at entryways to residential neighborhoods.

ZONING PLAN

Place Type	Description	Uses*	Applicable Zoning Districts	Description of Revisions
Historic Core	Downtown, an active waterfront, and the historic residential neighborhoods on and north of West Bluff Street and east of Seventh Street, serves as the regional commercial and cultural center of the Marquette area where the major community events and celebrations occur.	Commercial, upper-story residential floors, public parks, cultural hubs, historic sites, public art, entertainment venues, civic spaces, institutional, and parking structures. A wide variety of residential building types north of downtown, mixed with institutional uses. Lodging facilities are limited to Third Street and the downtown core south of Ridge Street. Public art in civic spaces and on public walks. Preservation of residential and commercial buildings.	Medium Density Residential, Multi-Family Residential, Central Business District, Third Street Corridor, Downtown Marquette Waterfront, Mixed-Use, Civic, Municipal, Conservation and Recreation.	Amendments to require Special Use Permit for all new or expanded private surface parking lots in the CBD zone; eliminate off-street parking requirements for all uses; develop form-based standards for the CBD zone; recommend buildings to be at least 2 stories in height, require building exterior siding be made of durable materials such as stone, brick, iron, or painted wood.
South Marquette	An eclectic mix of housing types, small scaled commercial shops, and light industrial uses.	Mixed-use along the highway and Division Street to Genessee Street with commercial and light industrial. Public art at key intersections. Mixed-density residential with a variety of building types ranging from single-family detached dwellings to multi-plexes. Mobile home parks. Home occupations, parks, and institutional uses.	General Commercial, Industrial/Manufacturing, Mixed-Use, Medium Density Residential, Mobile Home Parks, Multi-Family Residential Municipal, Conservation and Recreation, Board of Light and Power.	Amendments to allow duplexes in the Medium Density Residential zone; provide zoning incentives along US41/ M28 (South Front Street) if view corridors of Lake Superior are enhanced and protected. Allow childcare facilities by right in the Medium Density Residential and General Commercial Districts.
Dead River Corridor	Remain a quality recreational area with limited areas developed for public utilities, civic uses, cottage industry, and residences	Utilities, offices, cottage industry, institutional, industrial, commercial, mixed uses, residential clusters, athletic fields, parks, and riparian wooded areas with trails with informal trailhead parking areas.	Board of Light and Power, Conservation and Recreation, Low Density Residential, Moderate Density Residential, Medium Density Residential, Mixed Use, Industrial/Manufacturing, Civic, Municipal.	Amendments to require green infrastructure for properties close to Dead River.

ZONING PLAN

Place Type	Description	Uses*	Applicable Zoning Districts	Description of Revisions
West Washington Street / West Baraga Street Belt	The belt supports a wide array of uses including higher density housing, commercial, and light industrial. The mix of uses may occur horizontally in single-story buildings or vertically in multi-story mixed-use buildings.	A mix of commercial, light industrial, institutional, mixed use, multifamily residential, and cottage industries, public art.	General Commercial, Mixed-Use, Multiple Family Residential, Moderate Density Residential, Civic, Municipal, Regional Commercial, Industrial/ Manufacturing.	Amendments to develop a regulatory plan to address street character, access management, parking location requirements, building placement and form; allow residential and light industrial uses by right in the commercial districts.
West Washington Street/ Highway Node	Serve as the western gateway for Marquette by making it a special node that inherently reflects the rich culture and history of the community.	Monumental public art, commercial, institutional, and residential.	General Commercial, Mixed-Use, Multiple Family Residential, Civic, Municipal, Regional Commercial.	Amendment to require gateway buildings to be at least two stories in height, develop form-based standards for gateway buildings.
University-North Marquette	Serves as the center for higher education, cultural and business resources and athletics.	Institutional, entertainment venues, residential, innovative industry, recreation, sports facilities, and public art at key campus entryways and along the central walkway. Mixed uses, commercial, including restaurants, retail, and offices.	Civic, Conservation and Recreation, Medium Density Residential, Mixed-Use, Industrial/ Manufacturing, Moderate Family Residential, Municipal.	Work with Northern Michigan University on development sites that reflect the spirit of the Community Master Plan.
Industry and Innovation	Located along the Dead River Basin in the northern part of Marquette, remain an area reserved for industrial and supportive industrial uses.	Industry, energy facilities, shipping and loading areas, remediated wetlands, and landscape buffers.	Industrial/ Manufacturing.	Amendments to require green infrastructure treatments for properties adjacent to Dead River, and add integrated accessory dwellings.

*All legally established non-conforming uses are included in the list of uses.



Image Credit: Marquette DDA



Image Credit: Marquette DDA

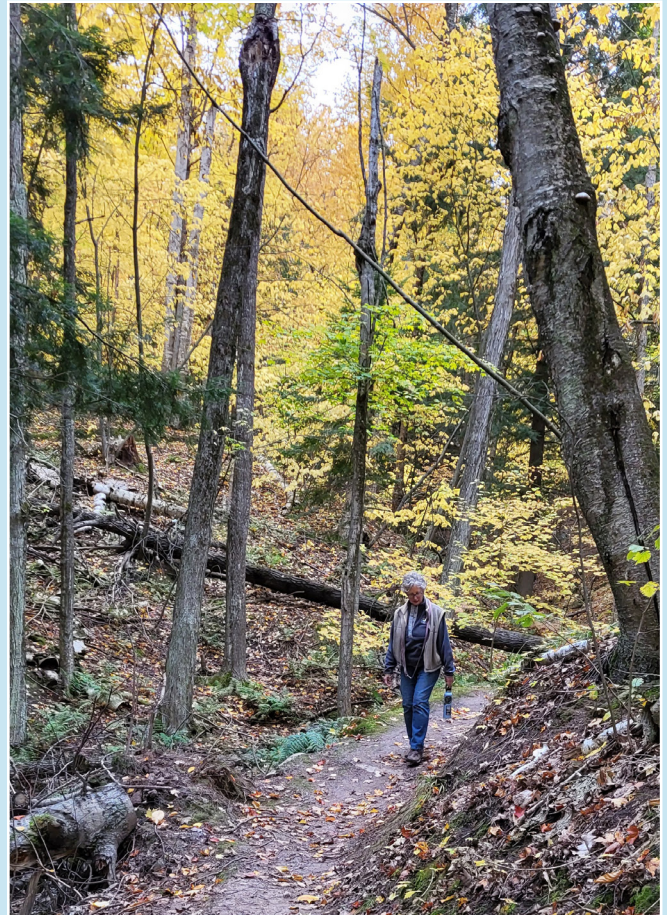


Image Credit: Dave Stensaas

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Action Plan



The Action Plan is the culmination of all the research, community input, and recommendations of the Marquette Community Master Plan. It focuses on actions that the City may achieve over the next five years to fulfill the goals and objectives of the Master Plan. Each action in the following tables is tied to a guiding principle (see list below) of the Community Master Plan and has an associated timeframe. The Planning Commission, city staff, and other elected and appointed officials should use the Action Plan to inform their decision making and their work over the next five years. The City should review the Action Plan five years from the adoption of the Community Master Plan and revise as needed.

Guiding Principles

- A. Steward and cherish our natural assets.
- B. Encourage quality housing, at multiple price points, and in locations with access to nonmotorized and public transportation.
- C. Preserve our entire history.
- D. Encourage development and vibrancy in our commercial districts and corridors.
- E. Create safe and enjoyable transportation and recreation options year-round.
- F. Maintain and connect our neighborhoods.

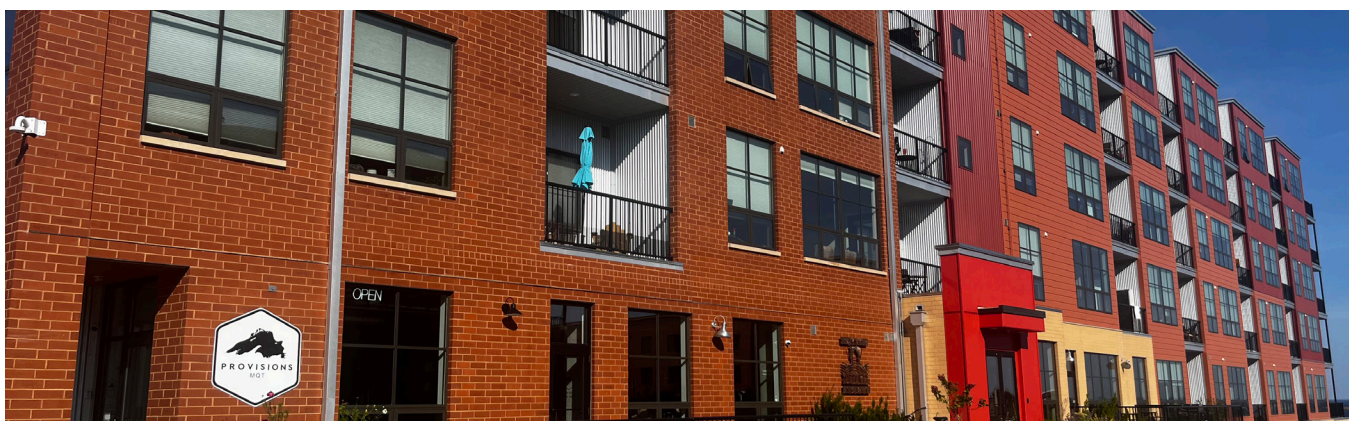
Image Source: RCS Aerial

ENVIRONMENTAL RESILIENCY

Action	Guiding Principle(s)	Timeframe
Before developing projects or programs consult the “ Resiliency Assessment ” to assess local vulnerabilities and identify opportunities to build a more resilient community.	A, C, E, F	Continuous
Continue to support inter-jurisdiction efforts of the Marquette County Climate Adaptation Taskforce.	A	Continuous
Begin to work on a Climate Action Plan that incorporates a clear timeline, assigned responsibilities and performance metrics to track progress.	A	1 -3 Years
Continue to work with regional partners to restore wetland and shoreland ecosystems.	A, C, E	Continuous
Continue to enforce landscape requirements and incentivize additional natural treatments by reducing stormwater utility fees to keep the city green and vegetative to reduce the urban heat island effect.	A, D	Continuous
Continue to work with partners, such as the Superior Watershed Partnership, to restore the coastline.	A, C, E	Continuous
Integrate coastal resilient design solutions into the Presque Isle Marina.	A, E	3 – 5 Years
Pursue the former WE Energy Plant as a coastal redevelopment site and integrate resilient design solutions.	A, D	3 – 5 Years
Pursue the former Shiras Steam Plant as a coastal redevelopment site and integrate resilient design solutions.	A, D	3 – 5 Years
Adopt increased zoning setback regulations for structures on coastal properties.	A, C	1 – 3 Years

HOUSING OPPORTUNITIES

Action	Guiding Principle(s)	Timeframe
Involve community members in a housing development process and regularly report progress made to address housing shortfalls.	B, D, F	Continuous
Promote sites identified as redevelopment areas, particularly West Washington Street, Tadych's Grocery/O'Dovero site, and the former Marquette Mall site.	B, D	2 - 4 Years
Based on the differing needs of residents, determine the housing typologies that would best serve the community.	B, D, F	2 - 4 Years
Make practical and effective use of the " Guide to Housing Action Planning " and the new State passed housing incentives when addressing housing shortages.	B, D, F	Continuous
Modify the definition of "Family" to allow a higher number of unrelated individuals to live together as a housekeeping unit.	B, D, E	< 1 Year
Add definitions and standards for triplexes and quadplexes into the zoning ordinance.	B, D, E	< 1 Year
Reduce the lot widths and area requirements for duplexes to match the lot requirements for single-family homes.	B, D, E	< 1 Year
Allow for a variety of residential typologies in Mobile Home Park district in the event a State of Michigan regulated mobile home park is no longer in operation. Allow home offices, and home occupations as an accessory use in the MHP District.	B, D, E	3 - 5 Years
Adjust the lot requirements for triplexes and fourplexes to match the requirements for a single family detached dwellings all the residential zoning districts.	B, D, E	1 - 2 Years
Complete the process to allow less restrictive setbacks between buildings in the Multi-family District to allow additional housing.	B, D, E	< 1 Year
Consider an amendment to reduce the cap of 250 short-term rentals allowed within the city.	B, D, E	1 - 2 Years
Leverage the connection between the City Brownfield Redevelopment Authority and the County Land Bank to achieve its housing goals.	B, D	Continuous
Work with partners to evaluate the feasibility of a Community Land Trust to create affordable housing opportunities.	B, D, F	1 -3 Years
Consider allowing multiple homes on larger lots.	B, F	3 - 5 Years



LAND USE MODIFICATIONS

Action	Guiding Principle(s)	Timeframe
Reduce minimum off-street parking space requirements.	B, E, F	1 – 3 Years
Enact zoning amendments to allow Group Day Care homes “by right” in all residential, commercial, and mixed-use districts and Childcare Centers “by right” in the Central Business District.	D	<1 Year
Allow for a greater mix of uses within the zoning districts so goods and services can be closer to where people live.	D, F	2 - 3 Years
Allow small-scale commercial shops and services with form-based standards within residential zones.	A, D, F	2 - 3 Years
Allow light industrial uses in the General Commercial and Regional Commercial Uses by right.	C	2 - 4 Years
Eliminate side yard setbacks for all commercial zones to allow for party wall construction.	C, F	1 - 3 Years
Consider adding Form-based standards to regulate the entire Central Business District with special attention to build-to-lines, transparency requirements, general façade guidelines, and main entrance location.	B, C, F	2 - 4 Years
Create a new Mixed-Use Zoning District or use the existing Planned Unit Development (PUD) process to accommodate transformational mixed-use districts for the Tadych’s Foods/O’Dovero and the former Marquette Mall sites.	C, D, E	1-3 Years
Consider “modified” skyline regulations to preserve views of Lake Superior from prominent vistas in the city.	A, D, F	2- 4 Years

CAPITAL INVESTMENTS AND FISCAL PLANNING

Action	Guiding Principle(s)	Timeframe
Develop an Asset Management Road Map to establish initiatives needed to implement short-, mid- and long-term goals to more efficiently maintain and develop municipal assets according to service delivery goals.	A, B, C, D, F	3 - 5 years
Research all revenue opportunities including a local income tax, road millage, and regional tax base sharing to help fund City services and capital projects.	B, C, D, E, F	Continuous
Support emerging economic development activities such as recreation innovation with Michigan Economic Development Corporation to expand operations and living wage employment.	B, C, D, E, F	Continuous
Promote the alignment of a healthy relationship between the tourist, economy, and residents to ensure the cost burden to host visitors and tourists does not fall solely on locals.	A, B, C, D, E, F	Continuous
Explore assessments for special services/improvements and payment in lieu of taxes for tax-exempt properties. Consider decommissioning or selling public lands that have little public use or value to place the property on the tax roll.	B, C, D, E, F	1 -3 years

MOBILITY AND PARKING

Action	Guiding Principle(s)	Timeframe
Review the 2011 Complete Streets Policy for updates.	A, E	Continuous
Conduct street design studies where pedestrian crossings are difficult and where there is a high concentration of crashes.	E, F	1 – 3 Years
Evaluate opportunities to increase the efficiency and safety of the street network by adding new connections, where appropriate, while recognizing there may be environmental, physical limits or community concerns that may negate the value of creating new connections in certain locations.	A, E, F	Continuous
Install radiant sidewalk heating where feasible and encourage private developers to install heated walks, especially at entrances.	E, F	Continuous
Provide informational materials regarding resident responsibilities for winter sidewalk maintenance.	E, F	Continuous
Require all newly constructed parking lots to be set behind or to the side of buildings to enhance pedestrian connectivity.	C, F	1-3 Years
Consider prohibiting drive-through establishments in the CBD. Either ban future drive-throughs or allow this use only by Special Land Use Permit.	C, F	2 - 4 Years
On existing overly wide streets, consider angle parking to provide additional parking to reduce the pressure to build more off-street parking lots.	C, F	Continuous
Expand wayfinding signs along non-motorized pathways and local streets.	A, E, F	Continuous
Work with private developers and landowners to dedicate portions of their properties as access easements for trails and pathways.	A, C, E, F	Continuous
Implement pilot plowing and snow plowing strategies in targeted areas of the city.	E, F	1 – 3 Years
Review the downtown parking demand study to identify underutilized surface parking lots that can be transformed into building sites. Reduce or eliminate parking space minimums for downtown residential dwellings and in places where walking to goods and services is convenient and inviting.	D, E, F	3 -5 Years
Continue to work with MarqTran to implement an intra-city transit route.	A, D, E, F	Continuous
Investigate the feasibility of establishing a snowmobile trailhead near US-41/M-28 and Washington St by coordinating services with MarqTran.	A, D, E	3 – 5 years
Continue to advocate for additional flights and improvements at Marquette Sawyer Regional Airport.	E	Continuous
Designate critical pedestrian areas that should receive priority for clearing snow from sidewalks and walkways.	E, F	1 – 3 Years
Develop a sidewalk ordinance that makes abutting property owners responsible of clearing snow from sidewalks and keeping the sidewalk clear from obstructing vegetation, debris, and parked vehicles.	E, F	2 -4 Years
Ensure that transition areas such as corner sidewalk ramps and fixed bus stop stops are properly plowed to ensure pedestrian safety, as these areas are often a collecting point for large mounds of icy snow due to street plowing.	E, F	Continuous
Continue to advocate for safer speed limits on local and State roads entering the City through Legislative and other means.	E	Continuous

Sources

- 1 "Sign Unveiled for Indigenous Peoples' Day". Northern Today. October 11, 2021. Retrieved May 10, 2023.
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- 4 Fox News UP, Northern Michigan University and Michigan Tech University Review Fall Enrollment, 2021, <https://www.uppermichiganssource.com/2022/09/22/northern-michigan-university-michigan-tech-university-review-fall-enrollment/>