

City of Marquette, MI



Meeting Agenda City Commission

**Monday, October 30, 2023
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Harbor Advisory Committee, by Todd Leigh
2. **Consent Agenda**
 - 2.a. Approve the minutes of the October 10, 2023 regular Commission meeting
 - 2.b. Approve the total bills payable in the amount of \$3,962,857.53 which excludes \$419.56 in City Commission travel reimbursement, this reimbursement will be New Business item #3.
 - 2.c. Biogas Conditioning Skid Media and Testing
 - 2.d. Building HVAC Services Contract
 - 2.e. Cliffs-Dow Compliance Legal Counsel Annual Retention Agreement
 - 2.f. Hockey Mutineers of Marquette - Ice Use Agreement
 - 2.g. Hockey Mutineers of Marquette - Locker Room Lease Agreement
 - 2.h. Sale of Surplus Equipment
 - 2.i. Schedule Public Hearing- Rezoning of 905 N. Lakeshore Blvd.
 - 2.j. Schedule Public Hearing- Rezoning of 1025 Osprey Court

New Business

3. Commissioner Larson Travel Reimbursement
4. Naming - Peg Hirvonen Bandshell
5. Waterfront Safety Warning System

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: 10/30/2023

Consent Agenda

Approve the minutes of the October 10, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Oct. 10 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Tuesday, October 10, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Stonehouse

Mayor Pro Tem Sally Davis moved to excuse Commissioner Stonehouse for personal reasons, seconded by Commissioner Jenna Smith and Carried Unanimously.

Approval of the Agenda

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

Announcements

Mayor Mayer said the compost and rubbish drop-off sites would be closing later this month for the season.

Boards and Committees

1. Appointment(s)

Allison Peters, Arts and Culture Advisory Committee for an unexpired term ending 6-1-26

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 the appointments as listed, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

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

Margaret Brumm voiced concern about recent expenses for public art projects and questioned some of the language in the agreement included with tonight's agenda.

Martin Reinhardt spoke of the importance of the Seven Grandfather Teachings and of its connection to the related culture and history.

Jason Quigno, the artist that submitted the proposal being considered tonight, spoke about his planned project.

Emily Lanctot talked about the importance of art to a community.

Kristine Granger said there is a huge community of people that is thankful for the support given by the City to the arts and she lauded the funding that has been allocated to arts.

Jon Magnuson spoke in support of the project and thanked the City Commission for its efforts to balance municipal obligations with a desire to improve the arts and culture within the community.

Jamie Weeder spoke in support of the proposed sculpture and said the cultural trail deserves to have a piece of art that is inclusive of the entire local history.

Jen Ray spoke in support of the proposed sculpture. She said that, as a business owner, the addition of inclusive arts and culture components are beneficial.

Karen Richards spoke in support of the project.

Amber Dohrenwend said she supports the project, which represents the community, reflects support for our history and culture and shows what we value.

Jud Sojourn spoke about the native history of the region, identifying where original villages were located in the area.

Presentation(s)

2. Local Officers Compensation Commission, by Vice Chair Carl Gordon

Vice Chair Carl Gordon offered an update on the activities of the Local Officers Compensation Commission, which meets every other year to review and establish compensation rates for elected officials.

Public Hearing(s)

3. Possible City Charter Amendments

Margaret Brumm said the proposed amendments are positive, and she supports putting all on a ballot. She said that, from the standpoint of a candidate, the City primary election is not required.

City Commissioner Jessica Hanley moved to direct staff to draft ballot language for the six charter amendments identified by the charter study group, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

4. Consent Agenda

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

4.a. Approve the minutes of the September 25, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$8,635,131.83

4.c. Co-Generation Maintenance Services

4.d. GEI Change Order - Tourist Park SHPO Review

4.e. Lighthouse Renovation

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

4.g. Purchase of Belt Press Polymer

New Business

5. Seven Grandfather Teachings - Public Art Contract

Mayor Pro Tem Sally Davis moved to Approve phase one of the Seven Grandfather Teachings public art project, and authorize the Mayor and City Clerk to sign the Contract, seconded by Commissioner Michael Larson and Carried Unanimously.

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

Margaret Brumm said she is working with a group on a revision of the County's emergency plan for animal rescue.

Andy Belanger said she was an intern on the cultural trail project and talked about the importance of the trail.

Comments from the Commission

Commissioner Hanley had no comments.

Commissioner Larson thanked those that showed up tonight. He said he appreciates seeing a robust turnout.

Commissioner Ottaway thanked everyone who turned out tonight.

Mayor Pro Tem Davis announced that the League of Women Voters is having a candidate forum for Marquette City Commission candidates this Thursday at Kaufman Auditorium.

Commissioner Smith talked about the importance of voting in local elections.

Mayor Mayer thanked everyone in the audience for coming tonight and for staying for the entire meeting.

Comments from the City Manager

City Manager Karen Kovacs said October 12-15 is State of the Arts in the area, and she said the Art Awards are planned for October 15. She reminded residents of her upcoming community office hours.

Adjournment

Mayor Mayer adjourned the meeting at 6:48 p.m.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

Consent Agenda **Biogas Conditioning Skid Media and Testing**

BACKGROUND:

The co-generation units at the Wastewater Treatment Plant require the biogas to be treated before being burned in the units. Two compounds, Hydrogen Sulfide (H₂S) and siloxanes, must be reduced to protect the engines. Specially formulated media is used to remove the compounds from the biogas. Over time that media is used up and must be replaced. The life of the media is dependent on the amount of H₂S and siloxanes in the raw gas.

Because this compound is variable, we can only give an estimate of how many media changeouts will be needed. Staff has estimated \$35,000 will be required to cover the annual cost of the media changeouts and required gas testing.

FISCAL EFFECT:

Sufficient funds are available in the FY 2023/2024 Wastewater budget.

RECOMMENDATION:

Approve the expenditure in the amount not to exceed \$35,000 to Unison Solutions for media replacement and gas testing.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

Consent Agenda **Building HVAC Services Contract**

BACKGROUND:

Since 1995 the City has contracted with an outside vendor to provide HVAC services at various City facilities. The types of services provided include electrical controls, chiller and boiler maintenance and other specialized services and testing that City personnel are unable to safely perform in-house.

The City has recently made a substantial investment in City infrastructure with Johnson Controls by entering a performance contract in 2017. One of our contractual obligations is to maintain the equipment installed under the contract according to manufacturer specifications. The proposed service agreement meets this requirement with the same terms and conditions of the previous agreements. The total cost for the first year of service is \$104,610 with a 3% increase each year after.

The service contract includes all necessary services and preventative maintenance activities to maintain City HVAC and chiller systems as well as Water and Wastewater Treatment Plant process boilers and ventilation equipment at industry standards that will prolong equipment life and increase overall reliability and occupant comfort.

FISCAL EFFECT:

The FY 2023/24 operating budget contains adequate funding for HVAC and chiller contract services. All future years will budget for the contract accordingly.

RECOMMENDATION:

Renew a three-year Building HVAC Services Contract with Johnson Controls, Inc. of Greenville, Wisconsin, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ JCI Planned Service Agreement

Johnson Controls planned service proposal

Prepared for CITY OF MARQUETTE - CITY HALL

Customer
CITY OF MARQUETTE - CITY HALL

Local Johnson Controls Office
N961 TOWER VIEW DR
GREENVILLE, WI 54942-8030

Agreement Start Date:
11/01/2023

Proposal Date
10/20/2023

Estimate No:
1-1NM0XDSP



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF MARQUETTE - CITY HALL

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 11/01/2023 and ending 10/31/2026.
- The agreement price for first year is \$104,610.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Daniel Ostola
Service Manager
(866) 854-4713

The power behind your mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

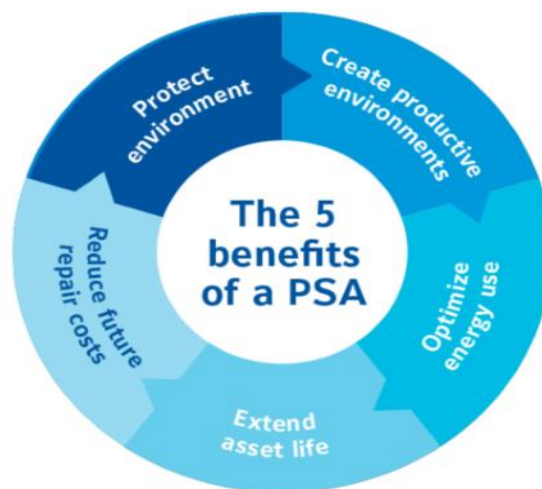
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with “The 5 Values of Planned Maintenance” and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Chiller Shutdown (Water Cooled)

Preparing an operating unit for seasonal shutdown ensures smooth start-up when the unit is returned to operation and helps prevent damage during the downtime. Johnson Controls technicians will check to ensure that minimal water remains after water is drained from the heat exchangers. It is important to drain as much water as possible from the heat exchangers because water can contain contaminants that may lead to corrosion and tube leaks. They will also look for and make recommendations to repair refrigerant leaks if necessary to prevent loss of the refrigerant charge during shutdown.

Chiller Startup (Air Cooled)

Proper start-up procedures after an extended shutdown ensure reliable and efficient operation during the cooling season. Johnson Controls technicians will evaluate chiller sub-systems for proper operation and perform operational checks, such as water flow, to ensure optimal performance.

Chiller Startup (Water Cooled)

Proper start-up procedures after an extended shutdown ensure reliable and efficient operation during the cooling season. Johnson Controls technicians will evaluate chiller sub-systems for proper operation and perform operational checks, such as evaporator and condenser water flow to ensure optimal performance.

Chiller Tube Brushing

Dirt, minerals (scale), and/or biological elements (algae) on chiller tubes prevent the efficient transfer of heat from the chilled water to the cool refrigerant. This requires operation of the chiller unit at lower evaporator (chiller) temperatures to accomplish the same level or capacity of cooling to satisfy building load. Johnson Controls technicians will brush the tubes to improve heat transfer and system efficiency. When required, they will make recommendations for hard mineral (scale) removal. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Install Updates supplied with Software Subscription

Our expert technicians will install software upgrades (supplied separately) to keep your system up-to-date. This helps minimize disruptions to your daily operations and staff during the upgrade process. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Metasys Software Subscription

We will provide the most recent software release allowed by the hardware and operating systems of your existing computers and servers for the number of years specified. Labor to install the updates is available as an additional option. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Oil Analysis

By examining the oil, we can determine what part of the chiller is experiencing the most significant and harmful wear. Johnson Controls has been collecting data to statistically derive acceptable limits. We can also determine if there is a breakdown in the oil or if contaminants are affecting chiller operation.

Refrigerant Sample

Refrigerant samples are carefully collected from the applicable HVAC equipment in accordance with Johnson Controls controlled documents to ensure accurate, uncontaminated sampling. Our qualified refrigerant testing laboratory uses Air Conditioning and Refrigeration Institute (ARI) and our own statistically generated standards to accurately and completely assess the condition of your refrigerant. Acidity, moisture, oxides and percent oil are monitored.

Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Vibration Analysis – Fan & Pump

Johnson Controls technicians will collect vibration data at various measurement points on the machine. This data is used to assess the condition of bearings, sheaves, belts and rotors. It also detects the presences of imbalance or misalignment. Repairs are followed up with another vibration analysis to ensure root problems have been identified and resolved.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

Planned Service Agreement

Customer Name : CITY OF MARQUETTE - CITY HALL
Address: 300 W BARAGA AVE MARQUETTE,MI 49855-4712
Proposal Date: 10/20/2023
Estimate #: 1-1NM0XDSP

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 11/01/2023 and will continue until 10/31/2026 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$104,610.00. This amount will be paid to JCI in advance in Quarterly installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location: CITY OF MARQUETTE
ATTN ACCOUNTS PAYABLE
300 W BARAGA AVE
MARQUETTE,MI 49855

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ No: This signed contract satisfies requirement
- ☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used :
- ☐ No: Please submit invoices via mail
- ☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

City of Marquette:

Signature: _____
Mayor: _____
Date: _____

Johnson Controls, Inc.

Signature: Jacob Teunas
Account Manager: Jacob Teunas
Date: 10/20/23

Approved as to Substance

Signature: _____
City Clerk: _____
Date: _____

Approved as to Substance:

Signature: _____
City Manager: _____
Date: _____

Approved as to Form:

Signature: _____
City Attorney: _____
Date: _____

Johnson Controls **Planned Service Proposal**
Prepared for CITY OF MARQUETTE - CITY HALL

JCI Branch: JOHNSON CONTROLS APPLETON WI CB - 0N07
Address: N961 TOWER VIEW DR
GREENVILLE,WI 54942-8030
Branch Phone: (866) 854-4713
Branch Email: _____

Schedule A - Equipment List

CITY OF MARQUETTE - CITY HALL

300 W BARAGA AVE
MARQUETTE, MI 49855-4712

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADX

Quantity: 1
Coverage Level: Basic

- Services Provided**
- 1 ADX 10-User Site Dir Software Subscription 1-year - Subscription Only
 - 1 Install NxE software (supplied with Software Upgrade/Subscription) - 6 to 20 NxE's

Customer Tag Manufacturer Model # Serial #

Product: Boiler, Gas-Fired, Fire Tube, <50 HP

Quantity: 4
Coverage Level: Basic

- Services Provided**
- 1 Combustion Analysis
 - 1 Government/Local Jurisdiction Inspect (performed during tube brushing - gaskets not included)

Customer Tag Manufacturer Model # Serial #

Product: Chiller, Air Cooled, Reciprocating, 40-99 Tons

Quantity: 1
Coverage Level: Basic

- Services Provided**
- 1 Comprehensive
 - 1 Condenser Coil Cleaning
 - 1 Oil Analysis (2 Circuits)
 - 1 Seasonal Start-up

Customer Tag Manufacturer Model # Serial #

Product: Computer Room Unit, with Remote Condenser, <5 Tons

Quantity: 1
Coverage Level: Basic

- Services Provided**
- 2 Operational
 - 1 Condenser Coil Cleaning
 - 2 Standard Filter Change

Customer Tag Manufacturer Model # Serial #

Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons			
Quantity: 2		Services Provided	
Coverage Level: Basic		2	Operational
		1	Condenser Coil Cleaning
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Contractor - Controls			
Quantity: 1		Services Provided	
Coverage Level: Basic		1	Contractor - Controls
Year to Be Activated: Year 2			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Controls (Controller/End Devices), Metasys Performance Verification, Johnson Controls, 1 Engine			
Quantity: 10		Services Provided	
Coverage Level: Basic		1	Performance Verification
Year to Be Activated: Year 2			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Mechanical Heavy			
Quantity: 1		Services Provided	
Coverage Level: Premium		1	Repair
Year to Be Inactivated: Year 2			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Controls			
Quantity: 1		Services Provided	
Coverage Level: Premium		1	Repair

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Product: Block Hours - Tradesman			
Quantity: 1 Coverage Level: Basic		Services Provided 1 Preventive Maintenance	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Tradesman			
Quantity: 1 Coverage Level: Basic		Services Provided 1 Preventive Maintenance	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Controls			
Quantity: 1 Coverage Level: Premium Year to Be Activated: Year 2		Services Provided 1 Preventive Maintenance 1 Repair	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Pump, Circulating, 0-10 HP			
Quantity: 160 Coverage Level: Basic Year to Be Activated: Year 2		Services Provided 1 Vibration Analysis	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

CITY OF MARQUETTE - LAKEVIEW ARENA	401 E FAIR AVE MARQUETTE, MI 49855-2951
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Product: Boiler, Gas-Fired, Fire Tube, <50 HP

Quantity: 3	Services Provided
Coverage Level: Basic	1 Operational
	1 Combustion Analysis
	1 Government/Local Jurisdiction Inspect (performed during tube brushing - gaskets not included)

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Product: Chiller, Water Cooled, Reciprocating, 121-240 Tons

Quantity: 2	Services Provided
Coverage Level: Basic	7 Operational
	1 Comprehensive
	1 Condenser Tube Brushing (removal and replacement of one head only)
	1 Oil Sample and Analysis
	1 Refrigerant Sample and Analysis
	1 Seasonal Shut-down
	1 Seasonal Start-up

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Quantity: 5	Services Provided
Coverage Level: Basic	2 Operational
	1 Condenser Coil Cleaning

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 15.5-25 Tons

Quantity: 1	Services Provided
Coverage Level: Basic	1 Cooling Comprehensive (with Economizer)
	1 Gas Heating Comprehensive (with Economizer)
	2 Standard Filter Change

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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CITY OF MARQUETTE - LAKEVIEW ARENA	401 E FAIR AVE MARQUETTE, MI 49855-2951
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Product: Block Hours - Tradesman			
Quantity: 1	Services Provided		
Coverage Level: Basic	1 Preventive Maintenance		
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Tradesman			
Quantity: 1	Services Provided		
Coverage Level: Basic	1 Preventive Maintenance		
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Tradesman			
Quantity: 1	Services Provided		
Coverage Level: Basic	12 Preventive Maintenance		
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Cooling Tower, Gravity Distribution, 300-599 Tons			
Quantity: 2	Services Provided		
Coverage Level: Basic	1 Tower Cleaning		
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

CITY OF MARQUETTE - WASTEWATER TREATMENT FACILITY	1930 US HIGHWAY 41 S MARQUETTE, MI 49855-9296
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Product: Boiler, Gas-Fired, Fire Tube, <50 HP			
Quantity: 4	Services Provided		
Coverage Level: Basic	1	Combustion Analysis	
	1	Government/Local Jurisdiction	
		Inspect (performed during tube brushing - gaskets not included)	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

CITY OF MARQUETTE - FIRE STATION 2	723 N FRONT ST MARQUETTE, MI 49855-3529
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Product: Boiler, Gas-Fired, Fire Tube, <50 HP			
Quantity: 1		Services Provided	
Coverage Level: Basic		1	Operational
		1	Combustion Analysis
		1	Comprehensive
		1	Government/Local Jurisdiction
			Inspect (performed during tube brushing - gaskets not included)
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

CITY OF MARQUETTE - WATER FILTRATION PLANT	320 N LAKESHORE BLVD MARQUETTE, MI 49855
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Product: Boiler, Gas-Fired, Fire Tube, <50 HP			
Quantity: 1	Services Provided		
Coverage Level: Basic	1 Combustion Analysis		
	1 Government/Local Jurisdiction Inspect (performed during tube brushing - gaskets not included)		
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Boiler, Gas-Fired, Fire Tube, <50 HP			
Quantity: 1	Services Provided		
Coverage Level: Basic	1 Combustion Analysis		
	1 Government/Local Jurisdiction Inspect (performed during tube brushing - gaskets not included)		
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

CITY OF MARQUETTE - SERVICES BUILDING	1100 WRIGHT ST MARQUETTE, MI 49855-1835
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Product: Boiler, Gas-Fired, Atmospheric, 0-10 HP			
Quantity: 2	Services Provided 1 Combustion Analysis 1 Comprehensive 1 Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)		
Coverage Level: Basic			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons			
Quantity: 2	Services Provided 1 Operational 1 Condenser Coil Cleaning		
Coverage Level: Basic			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Split System, Cooling Only, <7.5 Tons			
Quantity: 2	Services Provided 1 Condenser Coil Cleaning 1 Cooling Comprehensive 1 Operational (Mid Season - Cooling Only)		
Coverage Level: Basic			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Consultive			
Quantity: 1	Services Provided 1 Repair		
Coverage Level: Premium			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Block Hours - Controls			
Quantity: 1	Services Provided 1 Preventive Maintenance		

CITY OF MARQUETTE - SERVICES BUILDING	1100 WRIGHT ST MARQUETTE, MI 49855-1835	
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Coverage Level: Basic

Customer Tag **Manufacturer** **Model #** **Serial #**

Product: Block Hours - Mechanical Heavy

Quantity: 1
Coverage Level: Basic

Services Provided
1 Preventive Maintenance

Customer Tag **Manufacturer** **Model #** **Serial #**

Product: Block Hours - Tradesman

Quantity: 1
Coverage Level: Basic

Services Provided
1 Preventive Maintenance

Customer Tag **Manufacturer** **Model #** **Serial #**

Product: Block Hours - Controls

Quantity: 1
Coverage Level: Basic

Services Provided
4 Preventive Maintenance

Customer Tag **Manufacturer** **Model #** **Serial #**

CITY OF MARQUETTE COAST GUARD BARRICKS	294 N LAKESHORE BLVD MARQUETTE, MI 49855
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Product: Boiler, Gas-Fired, Fire Tube, <50 HP			
Quantity: 2	Services Provided		
Coverage Level: Basic	1	Combustion Analysis	
	1	Government/Local Jurisdiction	
		Inspect (performed during tube	
		brushing - gaskets not included)	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

CITY OF MARQUETTE - MCCARTY'S COVE	430 N LAKESHORE BLVD MARQUETTE, MI 49855-3860
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Product: Boiler, Gas-Fired, High Efficiency, 0-10 HP

Quantity: 1	Services Provided
Coverage Level: Basic	1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Product: Block Hours - Tradesman

Quantity: 1	Services Provided
Coverage Level: Basic	1 Preventive Maintenance

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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CITY OF MARQUETTE - FOUNDERS LANDING	655 N LAKESHORE BLVD MARQUETTE, MI 49855-3748
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Product: Boiler, Gas-Fired, Fire Tube, <50 HP

Quantity: 1	Services Provided
Coverage Level: Basic	1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Product: Block Hours - Tradesman

Quantity: 1	Services Provided
Coverage Level: Basic	1 Preventive Maintenance

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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CITY OF MARQUETTE - PRESQUE ISLE PAVILION	1 PETER WHITE DR MARQUETTE, MI 49855-2030
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Product: Boiler, Gas-Fired, Fire Tube, <50 HP

Quantity: 1
Coverage Level: Basic

Services Provided
1 Operational

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Product: Block Hours - Tradesman

Quantity: 1
Coverage Level: Basic

Services Provided
1 Preventive Maintenance

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
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Equipment tasking

Block Hours - Consultive

Preventive Maintenance	Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative
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Block Hours - Controls

Preventive Maintenance	Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative
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Block Hours - Mechanical Heavy

Preventive Maintenance	Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative
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Block Hours - Tradesman

Preventive Maintenance	Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative
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Boiler, Gas-Fired, Atmospheric, 0-10 HP

Combustion Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative
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Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Lock and tag out unit Isolate and drain boiler Open covers Conduct inspection Replace covers Fill system Prepare unit for operation
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Comprehensive	All work must be performed in accordance with Johnson Controls safety policies
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Check with appropriate customer representative for operational deficiencies
 Inspect burner contactors for wear
 Check and tighten electrical connections
 Check for proper gas supply pressure
 Check and clean pilot assembly
 Clean combustion fan wheel
 Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 Check burner for proper sequence of operation
 Check operating controls
 Check all safety controls
 Lift relief valve to ensure proper operation
 Check boiler relief valves for leakage
 Check combustion damper operation (if applicable)
 Check operation of primary boiler pump (if applicable)
 Check factory supplied gas piping and components for leakage
 Drain boiler, open hand hole covers and clean as needed (if applicable)
 Disassemble and clean low water cut-out
 Fill boiler and check for proper operation of make-up water valve
 Verify proper operation of low water cut-out control
 Check overall condition of unit
 Record and log all operating parameters (including pressures and temperatures)
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, Fire Tube, <50 HP

Combustion Analysis

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Perform combustion analysis procedures
 Document tasks performed during visit and report any observations to appropriate customer representative

Government/Local Jurisdiction Inspect (performed during tube brushing - gaskets not included)

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Lock and tag out unit
 Isolate and drain boiler
 Open covers
 Conduct inspection
 Replace covers
 Fill system
 Prepare unit for operation

Operational

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Blow down boiler
 Check for proper operation of low and high gas pressure cut-out switches
 Check factory supplied gas piping and components for leakage
 Check burner for proper sequence of operation
 Check flame quality
 Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
 Check boiler relief valves for leakage
 Verify proper operation of low water cut-out control
 Check combustion blower motor operation
 Check hot water/steam temperature and pressure

Check proper operation of make-up water valv
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Inspect burner contactors for wear
Check and tighten electrical connections
Check for proper gas supply pressure
Check and clean pilot assembly
Clean combustion fan wheel
Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
Check burner for proper sequence of operation
Check operating controls
Check all safety controls
Lift relief valve to ensure proper operation
Check boiler relief valves for leakage
Check combustion blower motor operation and lubricate as needed
Check factory supplied gas piping and components for leakage
Drain boiler, open hand hole covers and clean as needed (if applicable)
Disassemble and clean low water cut-out
Fill boiler and check for proper operation of make-up water valve
Verify proper operation of low water cut-out control
Check overall condition of unit
Record and log all operating parameters (including pressures and temperatures)
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, High Efficiency, 0-10 HP

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Blow down boiler
Inspect condensate piping , trap and drain
Check for proper operation of low and high gas pressure cut-out switches
Check factory supplied gas piping and components for leakage
Check burner for proper sequence of operation
Check flame quality
Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
Check boiler relief valves for leakage
Verify proper operation of low water cut-out control
Check combustion blower motor operation
Check hot water/steam temperature and pressure
Check proper operation of make-up water valv
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Air Cooled, Reciprocating, 40-99 Tons

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies

Review control panel for proper operation and recorded fault histories
 Check for visual signs of refrigerant/oil leak(s)
 Conduct refrigerant leak check
 Check for proper crank case heater operation (if applicable)
 Perform lock-out and tag-out procedure
 Inspect condenser fan and compressor contactors for wear
 Check and tighten electrical connections
 Perform preventative procedures to flow proving devices
 Check for unusual noise and vibration
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

**Condenser Coil
 Cleaning**

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Spray coil(s) with chemical solution
 Rinse coil(s) thoroughly with water
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Oil Analysis (2 Circuits)

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Remove sample in approved container
 Drop off for analysis
 Label and complete paperwork indicating present operating conditions
 Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Start-up

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative to coordinate the startup of the system
 Remove shutdown tag from unit
 Verify the chilled water valves are in their proper operating position
 Check for proper chilled water flow
 Start the chiller
 Review control panel for proper operation and recorded fault histories
 Check system pressures and temperatures
 Check refrigerant charge (sight glass)
 Check for proper capacity control operation
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Check overall condition of unit
 Check for proper condenser fan operation
 Record and log all operating parameters
 Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Water Cooled, Reciprocating, 121-240 Tons

**Condenser Tube
 Brushing (removal and
 replacement of one
 head only)**

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Isolate tubes
 Drain water from tubes
 Remove head
 Mechanically brush tubes

	- Replace gasket - Replace head - Remove and dispose any debris from any maintenance activity - Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	- All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Remove sample in approved container - Drop off for analysis - Label and complete paperwork indicating present operating conditions - Document tasks performed during visit and report any observations to appropriate customer representative
Operational	- All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Review control panel for proper operation and recorded fault histories - Check for proper condenser and chilled water flow - Check system pressures and temperatures - Check refrigerant charge (sight glass) - Check for visual signs of refrigerant/oil leak(s) - Check for unusual noise and vibration - Check overall condition of unit - Record and log all operating parameters - Document tasks performed during visit and report any observations to appropriate customer representative
Refrigerant Sample and Analysis	- All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Remove sample in approved container - Drop off for analysis - Label and complete paperwork indicating present operating conditions - Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	- All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Review control panel for proper operation and recorded fault histories - Perform compressor suction blank off test (test for compressor integrity) - Conduct refrigerant leak check - Check for proper crank case heater operation (if applicable) - Perform lock-out and tag-out procedure - Inspect contactors for wear - Check and tighten electrical connections - Perform preventative procedures to flow proving devices - Check for unusual noise and vibration - Check overall condition of unit - Remove and dispose any debris from any maintenance activity - Document tasks performed during visit and report any observations to appropriate customer representative
Seasonal Shut-down	- All work must be performed in accordance with Johnson Controls safety policies - Check with appropriate customer representative for operational deficiencies - Check for proper crank case heater operation (if applicable) - Review control panel for proper operation and recorded fault histories - Check refrigerant charge (sight glass) - Record and log all operating parameters

Shut down chiller
Isolate evaporator and condenser bundles
Conduct refrigerant leak check
Tag chiller out of service
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Seasonal Start-up

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative to coordinate the startup of the system
Remove shutdown tag from unit
Verify the chilled water valves are in their proper operating position
Check for proper condenser and chilled water flow
Start the chiller
Review control panel for proper operation and recorded fault histories
Check system pressures and temperatures
Check refrigerant charge (sight glass)
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Check overall condition of unit
Record and log all operating parameters
Document tasks performed during visit and report any observations to appropriate customer representative

Computer Room Unit, with Remote Condenser, <5 Tons

Standard Filter Change

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Review control panel for proper operation and recorded fault histories
Check for proper humidifier operation
Check humidifier pan for signs of debris
Check water make-up valve for leaks
Check blower motor operation
Check condition of pulley and belts
Check condenser fan motors and blades
Check the dry cooler or condenser coil for debris
Visually check for glycol leaks (if applicable)
Check condition of evaporator coil
Check condition of filters
Check condensate drain
Check for visual signs of refrigerant/oil leak(s)
Visually inspect electrical components for signs of over heating
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check refrigerant charge (sight glass) Check for proper crank case heater operation (if applicable) Check for visual signs of refrigerant/oil leak(s) Check for proper condenser fan operation Check for unusual noise and vibration Check overall condition of unit Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
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Controls (Controller/End Devices), Metasys Performance Verification, Johnson Controls, 1 Engine

Performance Verification	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans Execute Performance Verification to identify abnormal supervisory device communications. Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count). Back up all supervisory controllers and OWS/server devices Archive object database for Metasys system Ensure security database is consistent across devices and that default passwords have been changed Back up all server repository databases (e.g. trends, alarms, etc.) Document tasks performed during visit and report any observations to appropriate customer representative Complete and review the Performance Verification Summary report with the customer.
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Controls Software, Supervisory/Server/UI, Johnson Controls, ADX

ADX 10-User Site Dir Software Subscription 1-year - Subscription Only	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADX software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
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Install NxE software (supplied with Software Upgrade/Subscription) - 6 to 20 NxE's	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade NxE software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
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Cooling Tower, Gravity Distribution, 300-599 Tons

Tower Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Drain tower and basin Remove soot and debris Clean basin Fill tower and basin Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Pump, Circulating, 0-10 HP

Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
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Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 15.5-25 Tons

Standard Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
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Cooling Comprehensive (with Economizer)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable)
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Check and tighten electrical connections
 Check VFD operation and clean cooling fan intake (if applicable)
 Check contactor(s)
 Check condition of condenser coil
 Check condition of evaporator coil
 Check condenser fan motors and blades
 Check blower motor operation
 Lubricate blower and motor bearings
 Check economizer operation
 Lubricate and adjust economizer damper linkages
 Verify proper operation of exhaust motor (if applicable)
 Check condition and alignment of pulley and belts
 Check condition of filters
 Clean condensate pan and clear drain line
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Record and log all operating parameters
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Gas Heating
 Comprehensive (with
 Economizer)

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check and tighten electrical connections
 Check contactor(s)
 Check combustion blower motor operation
 Check igniter and pilot operation
 Check condition of heat exchanger
 Check condition of burners and clean as required in place
 Check for proper venting
 Check for leaks on gas line (within cabinet)
 Check condition of pulley and belts
 Check economizer operation
 Lubricate and adjust economizer damper linkages
 Verify proper operation of exhaust motor (if applicable)
 Check condition of filters
 Check for unusual noise and vibration
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling Only, <7.5 Tons

Condenser Coil
 Cleaning

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Spray coil(s) with chemical solution
 Rinse coil(s) thoroughly with water
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check and tighten electrical connections
 Check contactor(s)

Check condition of condenser coil
Check condenser fan motors and blades
Check blower motor operation
Lubricate blower and motor bearings (if applicable)
Check condition and alignment of pulley and belts (if applicable)
Check condition of filters
Clean condensate pan and clear drain line (if readily accessible)
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Record and log all operating parameters
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid
Season - Cooling Only)

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check condition of condenser coil
Check condenser fan motors and blades
Check condensing unit electrical connections and contactor(s)
Check blower motor operation
Check condition of filters
Check condition of pulley and belts (if applicable)
Check condensate system
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$104,610.00	Quarterly
Year2	\$107,749.00	Quarterly
Year3	\$111,160.00	Quarterly

Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 4%

TERMS AND CONDITIONS
DEFINITIONS (REV 4/22)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,

discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
 - (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
 - (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
 - (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
 - (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
 - (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
 - (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
 - (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
 - (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
 - (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
 - (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
 - (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
 - (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance

carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY - Removed

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall

have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not

available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention

of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

Consent Agenda

Cliffs-Dow Compliance Legal Counsel Annual Retention Agreement

BACKGROUND:

Attached is the annual retention agreement with the firm of Foley, Baron, Metzger, and Juip, PLLC for legal assistance related to the legal compliance obligations for the former Cliffs-Dow site.

The City has had an outstanding relationship with this firm over the past 10 plus years and relied upon them for all legal matters that arise regarding the former Dow site.

FISCAL EFFECT:

Funds for the retention agreement are available in the FY 2023-24 budget.

RECOMMENDATION:

Approve the agreement as presented, and direct City staff to execute the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ FBMJ Retention Agreement FY23-24



September 21, 2023

Via Email

Dennis Stachewicz
Director of Planning and
Community Development
City of Marquette
300 West Baraga Ave.
Marquette, Michigan 49855

**Re: Retention Agreement – October 1, 2023-September 30, 2024
Legal Compliance Discussion Issues; Cliffs Dow Site**

Dear Mr. Stachewicz:

Pursuant to your request, this letter outlines our continued retention by the City of Marquette for certain specified legal services. Specifically, our scope of work under this continued retention would be as follows:

- Assistance with ongoing compliance issues, including:
 - reviewing all draft consultant reports or items in advance of public distribution
 - assisting with strategy development for further action items, either for site work, EGLE interaction, EGLE-mandated additional tasks, etc.
 - assisting in presentation(s) to City Commission, the public and others as appropriate regarding results and conclusions of investigations and recommendations for further action which may address items such as: mixing zone request and support, source controls and strategy to evaluate/address EGLE concerns over aesthetic impacts
 - closed session discussions, if applicable on legal strategy of any potential claims
 - Potential sale/transfer of property
 - Interactions regarding Lakeshore Road and shoreline work
- Assistance with Brownfields issue, including relating to the USEPA grant(s).

Our budget estimate for the scope of work outlined above is approximately 165 hours, including projected meeting time, or approximately \$38,000 for October 1, 2023 through September 30, 2024. As in the past, we will track all time. If this estimated budget appears that it will be

Dennis Stachewicz

Re: Retention Agreement – October 1, 2023-September 30, 2024

Legal Compliance Discussion Issues; Cliffs Dow Site

September 21, 2023

Page 2

exceeded, we will request authorization to continue working. This estimate does not include expenses that this Firm advances or incurs in connection with this scope of work.

This correspondence also confirms that you and I have discussed this scope of work in detail and that you have reviewed this scope of work and extension of our Retainer Agreement with City Manager Karen Kovacs.

If you are in agreement with the terms of this letter, please sign where indicated below and return the original to me. As always, please advise should you have any questions or concerns. We appreciate the opportunity to work with you on this important matter.

Very truly yours,

FOLEY, BARON, METZGER & JUIP, PLLC



Richard S. Baron

Direct Dial: (734) 742-1855

Email: rbaron@fbmjlaw.com

RSB/ceb

NOTE: By the signature below, you acknowledge that you have read this Agreement, understand its contents, have all required authorizations to act for the City of Marquette, and have had any questions answered to your satisfaction.

Date: _____, 2023

By: _____

Dennis Stachewicz

Director of Planning and Community
Development, City of Marquette

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

Consent Agenda

Hockey Mutineers of Marquette - Ice Use Agreement

BACKGROUND:

The Hockey Mutineers of Marquette requested an Agreement for Use of Lakeview Arena - Ice Use. Staff worked with the City Attorney and the Hockey Mutineers to draft a standard Use Agreement which provides for the terms and conditions of the request. The agreement requires two equal payments of \$3,520, one upon execution of the agreement and the second on January 1, 2024. The Hockey Mutineers of Marquette requested a total of 32 hours for \$7,040 for the FY 2024 ice season. Any additional hours of ice usage will be billed and paid at the end of the season.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$7,040.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with Hockey Mutineers of Marquette, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement, Customer Schedule, Exhibit A

AGREEMENT FOR USE OF LAKEVIEW ARENA

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

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

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

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

1. In consideration of two (2) equal payments of \$3,520.00, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit "A" for the times listed under "Customer Schedule" which includes 32 hours. The City will invoice the User Group on October 1, 2023 and on January 1, 2024, with payment due no later than thirty (30) days after each invoice date. The City shall invoice or issue a refund to reflect all additional, or fewer, hours of ice usage at the end of this agreement.

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

not be unreasonably withheld.

3. Food and beverage service operated by the City, or by those persons contracting with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

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

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

6. The User Group agrees to release, indemnify and hold harmless the City, its officers, directors, agents, representatives, contractors and employees from any and all claims, including attorney fees and costs, that may be brought against it by anyone claiming to have been injured or damaged as a result of the User Group's use of or activities, including but not limited to bodily injury, property damage or other injury or damage that may occur in connection with Hockey Mutineers of Marquette activities, except to the extent caused by the City's gross negligence or intentional misconduct.

7. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise

from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

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

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

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

- a. The City may elect to continue this Agreement.
- b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts, including any attorney fees incurred by the City in pursuit of the default.

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

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

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

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

a. Remove all of its goods, effects, and equipment.

b. Surrender the premises to the City.

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

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

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

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

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

CITY OF MARQUETTE

HOCKEY MUTINEERS OF MARQUETTE

Cody O. Mayer, Mayor

By: *Ben Hughes*
Its: *Player Rep*

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

Multiple Facilities

Monthly Calendar For October 2023

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

Multiple Facilities

Monthly Calendar For November 2023

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

Multiple Facilities

Monthly Calendar For December 2023

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

Multiple Facilities

Monthly Calendar For December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31						

Multiple Facilities

Monthly Calendar For January 2024

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

Multiple Facilities

Monthly Calendar For February 2024

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

Multiple Facilities

Monthly Calendar For March 2024

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

Multiple Facilities

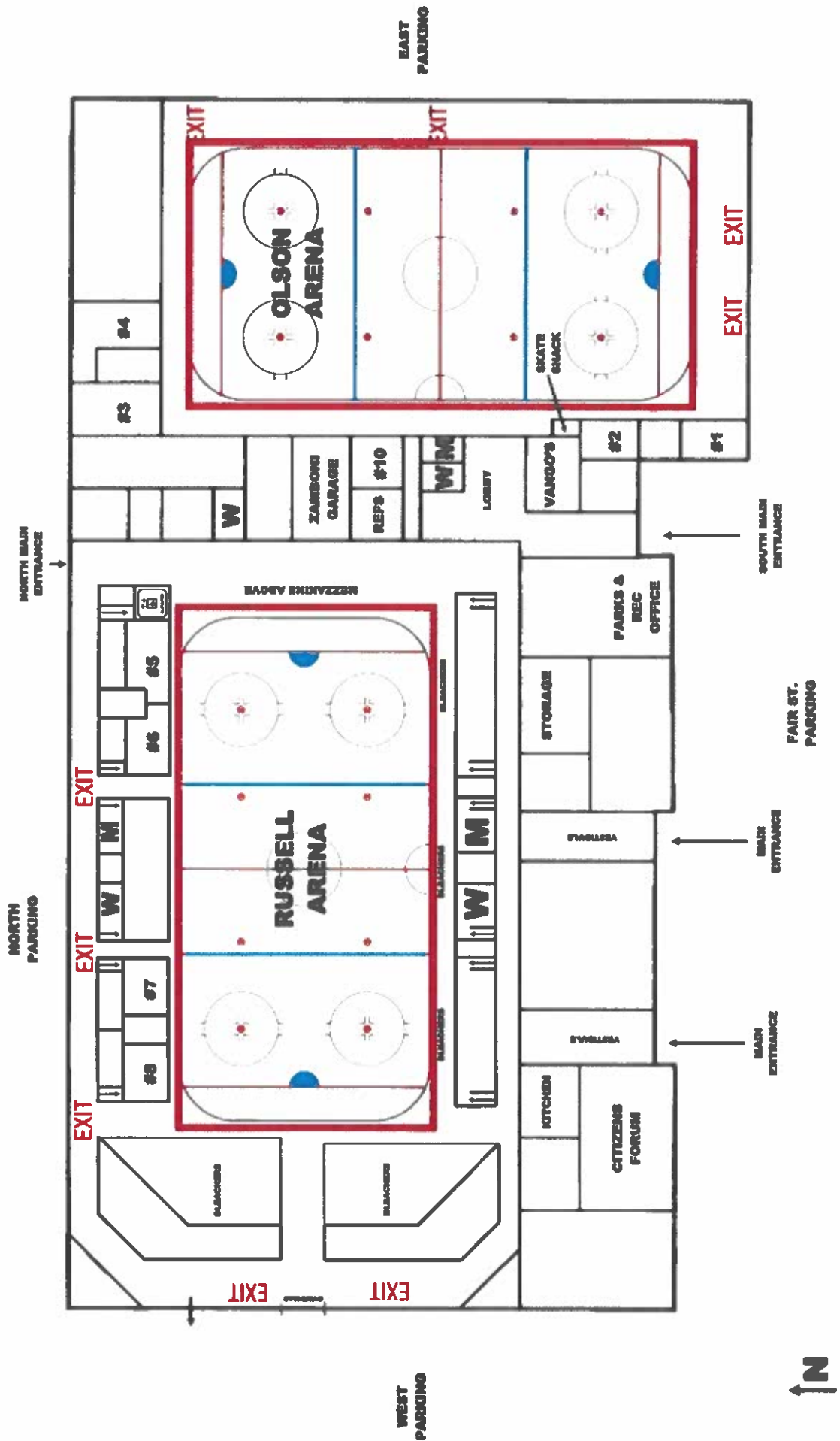
Monthly Calendar For March 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31						



LAKEVIEW ARENA

EXHIBIT A



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

Consent Agenda

Hockey Mutineers of Marquette - Locker Room Lease Agreement

BACKGROUND:

Hockey Mutineers of Marquette requested a lease for locker room space at Lakeview Arena. Staff worked with the City Attorney and Hockey Mutineers of Marquette to draft a standard Lease Agreement which provides for the terms and conditions of the request. The monthly payment is \$1,257.66, with the first and last payment being prorated at \$628.83. The first payment is due upon execution of this agreement. The term from October 15, 2023 to March 15, 2024.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$6,288.30 in revenue for FY 2024.

RECOMMENDATION:

As required by City Charter, move the Lease Agreement with the Hockey Mutineers of Marquette for locker room space at Lakeview Arena to the next regular commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Lease, Exhibit A

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and the **HOCKEY MUTINEERS OF MARQUETTE**, a Michigan corporation of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee space known as the former Marquette Electricians locker room in Lakeview Arena consisting of the coaches' office, locker area, showers and restroom 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:

I – Leased Premises

- 1.1 Lessor leases to Lessee space as known as the former Marquette Electricians locker room in Lakeview Arena consisting of the coaches' office, locker area, showers and restroom.
- 1.2 Lessee shall develop architectural and engineering plans for renovations required to meet specific needs of Lessee for its intended uses. Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

II – Term of Lease

- 2.1 The term of this lease shall be for a period of five (5) months from October 15, 2023 to March 15, 2024.

III – Rent

- 3.1 Lessee shall pay \$6,228.32 for the entire lease term, the first prorated payment of \$628.83 being due October 15, 2023 with subsequent payments of \$1,257.66 being due November 1, 2023; December 1, 2023; January 1, 2024; and February 1, 2024; and a final prorated payment of \$628.83 being due March 1, 2024. This rent includes rent for the locker room space at \$14.00 per square foot for 974 square feet for 5 months and rent for the coaches office at \$7.00 per square foot for 208 square feet for 5 months.

3.2 Lessee shall be responsible for maintaining the Leased Premises.

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

Lessee shall be responsible for telephone and internet service.

IV – Use of Leased Premises

4.1 Lessee shall use the Leased Premises only as office space, locker area, weight room, showers and restroom, 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 Lakeview Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Lakeview Arena uses;
- g) alter the appearance of Lakeview Arena exterior or any portion of the interior other than in the Leased Premises 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 city staff approval;
- i) permit refuse to accumulate in or around Leased Premises; and,
- j) obstruct entry ways.

V – Use of Common Areas by Lessee

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

VI – Maintenance and Repair

- 6.1 Lessee shall be responsible for ordinary janitorial and cleaning services of the Leased Premises.
- 6.2 Lessee shall be responsible for the maintenance and repair of Lessee's fixtures, furniture and equipment, which Lessee has brought to the Leased Premises, or which are peculiar to Lessee's uses. Lessee shall be solely responsible for maintaining said fixtures, furniture and equipment in a safe condition and good repair.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Leased Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

VII – Insurance and Indemnity

- 7.1 Lessee shall not permit any activity anywhere within Lakeview Arena or the parking areas adjacent to Lakeview Arena which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering Lakeview Arena and the contents therein.
- 7.2 Lessee shall not permit any activity anywhere within Lakeview Arena or the parking areas adjacent to Lakeview Arena 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 Leased Premises or the common areas of Lakeview Arena by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof.
- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such

cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction, use or occupancy of the Leased Premises.

VII – Damage by Fire or Other Causes

- 8.1 If the Leased 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 and at Lessor's expense. If the Leased Premises or Lakeview 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 Leased Premises or Lakeview 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.

IX – Assignment/Subletting

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

X – Use of Premises by Lessor

- 10.1 Lessor reserves for itself and its contractors and agents the right to enter the Leased Premises at reasonable times for inspection, maintenance, installation, operation and repairs.
- 10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the term of this lease. 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 Leased Premises.

XI – Covenant of Quiet Enjoyment

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

XII – Lessor's Right to Perform Lessee's Obligation

- 12.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default for Lessee's account and 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 the term 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.

XIII – Default by Lessee

- 13.1 The occurrence of the following event may, at Lessor's option, be deemed an event of default:
- a) failure to perform Lessee's covenants and agreements contained in this agreement, provided, however, that Lessor has provided Lessee with written notice of the failure and Lessee has failed to promptly commence to cure the default and diligently prosecute the curing of the default which remains uncured for a period of thirty (30) days after written notice from Lessor.
- 13.2 In the event of default by Lessee, Lessor shall have the following remedies:
- a) In the event of the occurrence of an event of default, Lessor shall have the right to give ninety (90) days of written notice of termination to Lessee and on the date specified in said notice, the lease will terminate unless, on or before the date of termination, all arrears of rent and other sums due from Lessee to Lessor and all other events of default have been fully cured.
 - b) Lessor shall have the right to terminate and repossess the Leased Premises without prejudice to other remedies that Lessor may have. Upon receipt of notice of termination, Lessee shall remove itself and any other person occupying the premises.
 - c) Lessor shall have all the rights and remedies of a Lessor as provided by applicable law.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

XIV – Surrender of Leased Premises Upon Termination of Lease

- 14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor at the termination of lease. Upon the expiration or

termination of the lease, Lessee shall quit and surrender the Leased Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty or the elements excepted, and shall remove all of its property, fixtures, and equipment from the Leased Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Leased Premises or other areas of Lakeview Arena. 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 Leased Premises to useable condition shall be the financial responsibility of the Lessee.

- 14.2 If upon thirty (30) days following 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.

XV - Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall

be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

- 15.8 Each person executing this Lease for a party hereby represents and warrants that he or she has the full power and authority to enter into this Lease on behalf of the party for which he or she signs and to make this lease binding on such party.

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

CITY OF MARQUETTE

HOCKEY MUTINEERS OF MARQUETTE

Cody O. Mayer, Mayor

By: *Ben Hughes*
Its: *Player Rep*

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney



EXHIBIT A



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

Consent Agenda **Sale of Surplus Equipment**

BACKGROUND:

City staff routinely evaluates the motor pool fleet for obsolete and high mileage equipment. The following light duty vehicles have been recommended for sale due to high maintenance issues and frame corrosion.

- #845: 2015 Ford Explorer SUV
- #786: 2008 Ford F150 Pickup
- #586: 1991 Chevy Pickup
- #787: 2008 Ford F150 Pickup
- #685: 2000 Ford Ranger Pickup
- #854: 2016 Dodge Charger
- #865: 2017 Dodge Charger
- #752: 2005 Chevy Yukon

FISCAL EFFECT:

Proceeds from the sale of these vehicles will be credited to the City's Motor Pool Fund - Sale of Fixed Assets.

RECOMMENDATION:

Declare multiple light duty vehicles as surplus, and authorize City staff to prepare the vehicles for auction.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

Consent Agenda

Schedule Public Hearing- Rezoning of 905 N. Lakeshore Blvd.

BACKGROUND:

On October 03, 2023, the Planning Commission conducted a public hearing for the proposed rezoning of a parcel of land addressed as 905 N. Lakeshore Blvd. from a Planned Unit Development (PUD) district to a Mixed-Use zoning district. This request was brought to the Planning Commission by the City Planner, as the PUD's approval has expired, as has a two-year extension of approval granted in 2017, and the right to develop per the approved site plans for the Lakeshore Cottages PUD is terminated per Article 54.323(1)(6) of the City's Land Development Code (LDC). The same portion of the LDC specifies the rezoning procedure and assignment of a new zoning district, which in this case is Mixed-Use, which the land use designation for this property on the Future Land Use Map of the Community Master Plan.

After the presentation of the Staff File Review and Analysis, applicant testimony, and a public hearing, the Planning Commission made the following motion:

It was moved by K. Clegg, and seconded by S. Lawry, and carried 8-0 that after conducting a public hearing and review of the application and Staff Report for 03-REZ-10-23, the Planning Commission finds that the previously approval Planned Unit Development zoning for the property is invalidated per the standards of Land Development Code (LDC) section 54.323(1)(6), and that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the LDC Section 54.1405, and hereby recommends that the City Commission approve 03-REZ-05-22 as presented. Approval will change the zoning district to Mixed-Use.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for the November 27, 2023 meeting to consider the proposed rezoning of 905 N. Lakeshore Boulevard.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Planning Commission case file 03-REZ-10-23
- ▢ Draft Minutes of 10-03-23 PC Meeting Minutes



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

MEMORANDUM

TO: Planning Commission
FROM: Dave Stensaas, City Planner and Zoning Administrator
DATE: September 28, 2023
SUBJECT: **Public Hearing – Rezoning of 905 Lakeshore Boulevard**

City staff is requesting that the Planning Commission conduct a rezoning process for the property at 905 Lakeshore Boulevard. The right to develop this property per the site plans for the Lakeshore Cottages Planned Unit Development (01-PUD-03-12) has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code (LDC):

Expiration. Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats (*Section 54.501*) or final site plans (*Section 54.1402*) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with *Section 54.1405*.

The property is designated as Mixed Use (M-U) on the Future Land Use Map in the City's *Community Master Plan*, and thus that is the proposed zoning district classification that should be applied per Article 54.323(I)(6) of the LDC, and it seems to still be compatible with the current adjacent land uses.

The Preliminary Site Plan for the Planned Unit Development proposed for this property was approved by City Commission on 5-29-2012, and an Agreement for the PUD was approved and recorded in 2014. The Planning Commission approved the Final Site Plan for the PUD on July 7, 2015, but a revised site plan, which was required as a stated condition of the Planning Commission's approval, was not submitted for Zoning Compliance Permit approval. The property owner filed an application for an extension of approval in July of 2017, which was approved, extending approval for one year, but it seems that the request should not have been

approved due to a final site plan meeting all requirements not having been submitted, which was required by the Zoning Ordinance within one year of approval of the Agreement. Termination of the PUD should have occurred prior to the extension request, per section 80.30.6(a) of the Zoning Ordinance. Nevertheless, the PUD approval has certainly expired now, and the right to develop is terminated per section 54.323(I)(6) of the Land Development Code and the property must be rezoned to the appropriate zoning district per the same section of the LDC, which is Mixed-Use per the Future Land Use Map of the LDC.

Recommended Action:

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above property would be in harmony with considerations required by the Community Master Plan and that the request is in accordance with Section 54.1405 of the Land Development Code - Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

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

After conducting a public hearing and review of the application and Staff Report for 03-REZ-10-23, the Planning Commission finds that the previously approval Planned Unit Development zoning for the property is invalidated per the standards of Land Development Code (LDC) section 54.323(I)(6), and that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the LDC Section 54.1405, and hereby recommends that the City Commission (approve / deny) 03-REZ-05-22 (as presented / for the following reasons / with the following conditions). Approval will change the zoning district to Mixed-Use.

STAFF FILE REVIEW/ANALYSIS

Page 1 of 9

STAFF FILE REVIEW/ANALYSIS

Completed by Andrea M. Landers – Zoning Official
and David Stensaas – City Planner and Zoning Administrator



Case #: 03-REZ-10-23

Date: October 03, 2023

Project/Application: Rezoning from Planned Unit Development (PUD) to be zoned Mixed-Use (M-U).

Location: 905 N. Lakeshore Boulevard

Parcel ID: 0370190

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

Current Zoning: PUD - **Expired**

Surrounding Zoning:

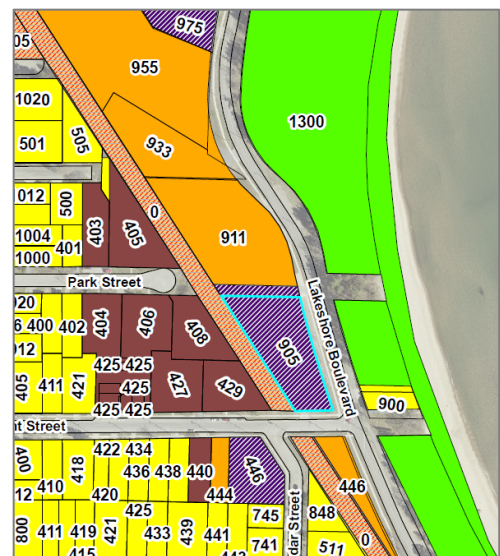
North:	BG – General Residential
South:	RM – Multiple Family Residential
East:	CR – Conservation Recreation & Medium Density Residential (MDR)
West:	RM – Multiple Family Residential

Zoning Districts and Standards:

Existing Zoning

Section 54.323 PUD, Planned Unit Development District – EXPIRED

Parcel 0370190 was property approved for the Lakeshore Cottages PUD in 2012, but that approval expired in 2018. Please see the staff memo for a concise explanation of the parcel and PUD history.



Proposed Zoning

Section 54.311 M-U, Mixed-Use District

(A) Intent
The M-U district is intended to encourage and facilitate redevelopment by implementing the following mixed-use policies of the Master Plan: 1. Locations. The M-U district will be located in many areas of the City, with each area unique based on the character of the area and the objectives of the Master Plan. Therefore, the M-U district may be located along strategic corridors or in a major or minor node, such as crucial neighborhood intersections (for example, corner stores in a residential neighborhood). The M-U district is the recommended zoning district in the following Future Land Uses of the 2015 Master Plan Future Land Use Map: Mixed Use and Neighborhood Commercial. 2. Mix Compatible Land Uses. The M-U district will include areas of the city that are appropriate for many types of residential uses and compatible non-residential uses, including a mix of compatible uses in the same building. Examples of mixed-use buildings include non-residential uses on the lower floors and residential uses on the upper floors. 3. Local Services. The non-residential uses in the M-U district are intended to satisfy the need for basic services of the surrounding residential areas, thus reducing the number of car trips required to these areas. 4. Design. Development must be human-scale through appropriate building location near the street to help create a pedestrian-oriented environment that does not conflict with motorized traffic.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Adult Foster Care, Small Group Home • Child Care Center or Day Care Center • Child or Day Care, Family Home • Drive-Through Uses • Dwelling, Accessory Unit • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Dwelling, Two-Family (Duplex) • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • Office, Medical • Office, Professional	• Accessory Use, Non-Single Family Residential Lots • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Halfway House • Homeless Shelter • Hospital • Hospital Hospitality House • Hotel or Motel • Manufacturing, Light • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Alcoholic Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service

STAFF FILE REVIEW/ANALYSIS

Page 3 of 9

• Outdoor Entertainment and Community Events (Temporary) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Veterinary Clinic (Domestic Animals Only)	
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	4,800 (C) , (E)	Front Yard (ft.)	0 (E) , (F) , (G)
Min. Lot Width (ft.)	40 (D) , (E)	Side Yard (one) (ft.)	5 (I) , (L) , (N)
Max. Impervious Surface Coverage (%)	(R or S)	Side Yard (total of 2) (ft.)	13 (I) , (L) , (N)
Max. Building Height of Primary Building (ft.) (P)	44 (N)	Rear Yard (ft.)	20 (J) , (L) , (N)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

54.403 Footnotes to Schedule of Regulations

(C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC, and MFR Districts. In the MDR, M-U, TSC, and MFR District, the minimum lot area for a two-family dwelling (duplexes) is 6,000 sq. feet.

(D) Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR M-U, TSC, and MFR Districts. In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a two-family dwelling (duplex) is 50 feet.

(E) Minimum Lot Area and Width for Three Family and Four Family Dwellings in the M-U, TSC, and MFR Districts.

(1) In the MDR, M-U, TSC, and the MFR District, the minimum lot area for a three-family and four family dwellings is 9,000 sq. feet.

(2) In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a three-family and four family dwellings is 75 feet.

(F) Minimum Front Yard Setback in the M-U and GC Districts. In the M-U and GC districts, the minimum front yard setback is 0 ft. if there is at least a 10-foot distance between the front lot line and the curb/edge of the street. If there is not at least a 10-foot distance between the front lot line and the curb/edge of the street in these districts, the minimum front yard setback shall be increased accordingly so that the minimum separation distance between a structure and the curb/edge of the street is at least ten (10) feet.

(G) Maximum Front Yard Parking in the M-U and GC Districts. Although there are no maximum front yard setbacks in the M-U and GC districts, refer to [Article 9](#) for the maximum allowable parking in the front yard of the M-U ([Section 54.902\(E\)\(3\)](#)) and GC ([Section 54.902\(E\)\(4\)](#)) districts.

STAFF FILE REVIEW/ANALYSIS

Page 4 of 9

(I) Reduced Side Yard Setbacks in the M-U, CBD, and GC Districts. In the M-U, CBD, and GC districts the side yards may be eliminated under the following conditions:

- (1)** The side walls are of fireproof construction and are wholly without opening.
- (2)** The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.

(J) Modified Rear Yard Setbacks in the M-U and CBD Districts. In the M-U and CBD districts the required rear yard may be measured from the center of an alley abutting the rear lot line, provided the structure is not located in the alley.

(N) Height Exceptions and Increased Setbacks for Principal Buildings in the MFR and M-U Districts. If the subject lot is adjacent to a lot zoned LDR, MDR, C, or CR, any portion of the building higher than 36.5 feet must be setback at least 8 feet from a minimum front yard setback line and at least 10 feet from any other minimum yard setback line.

(P) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use. Items attached to a building such as chimneys, weather vanes, lightning arrestors, etc. may be exempt as well.

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

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

(S) Storm Water Management. For all uses except Single-family and Two-family dwelling units, please refer to Section 54.803 Storm Water Management. For Single-family and Two-family dwelling units, please refer to item Q above.

(T) Landscape Buffer and Greenbelt Requirements. The minimum setbacks may be increased in accordance with the landscape buffer and greenbelt standards of [Section 54.1003\(D\)](#).

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

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

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
M-U	15 (a)	15 (a)	N.A.	N.A.	N.A.	N.A.	N.A.	20 (a)

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

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

Section 54.1405 Zoning Ordinance Amendment Procedures

(A) Initiation of Amendments. The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.

(B) Application for Amendment. Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission.

(C) Amendment Review Procedures.

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

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, October 3, 2023.

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

The Planning Commission is being asked to make a recommendation at their meeting on October 3, 2023.

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

TBD.

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

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

This property is designated for *Mixed-Use(M-U)* on the *Future Land Use Map* of the Community Master Plan (CMP) and is designated as a *Planned Unit Development* district on the *Proposed Zoning Map* (excerpts attached). Approval of the Rezoning will amend the Official Zoning Map and the CMP's *Proposed Zoning Map* (which is presently being updated via the CMP Renewal Project) will be updated with the new M-U designation.

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

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

Please see above - "Zoning District and Standards".

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

Lakeshore Boulevard is classified as a “Scenic Corridor” and it performs as an *urban local road* and in some sections as an *Urban Collector* road, per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are moderate.

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

There are no problems anticipated.

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

There has been a change in conditions as approval for the PUD has expired, and there was no related errors in the Zoning Ordinance.

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

The proposal will not result in any substantial changes that would make exclusionary zoning more likely.

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

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

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

The proposed rezoning would allow all of the possible land uses for a Mixed-Use zoning district. The Planning Commission must determine the compatibility of the proposal in this location.

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

The proposed zoning is the same as the parcels north of this property.

- (10) Alternative Zoning Districts. If a rezoning is requested, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

The LDC requirement for rezoning an expired PUD on sec. 54.323(I)(6) makes the specified district on the Future Land Use Map the only viable alternative.

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

A text amendment would not be appropriate due to the requirements of LDC section 54.323(I)(6).

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

The Planning Commission must determine if the proposed zoning would create an isolated or incompatible (see item #8 above) zone. There are other M-U zoning districts to the north and south of this parcel on Lakeshore Blvd.

- (E) Notice of Adoption of Amendment. Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Amendments shall take effect eight (8) days after publication. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk or his/her designee, which shall identify all map amendments. The required notice of adoption shall include all of the following information:
- (1) In the case of a newly adopted Zoning Ordinance, the following statement: "A zoning ordinance regulating the development and use of land has been adopted by the City of Marquette."
 - (2) In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).
 - (3) The effective date of the ordinance or amendment.

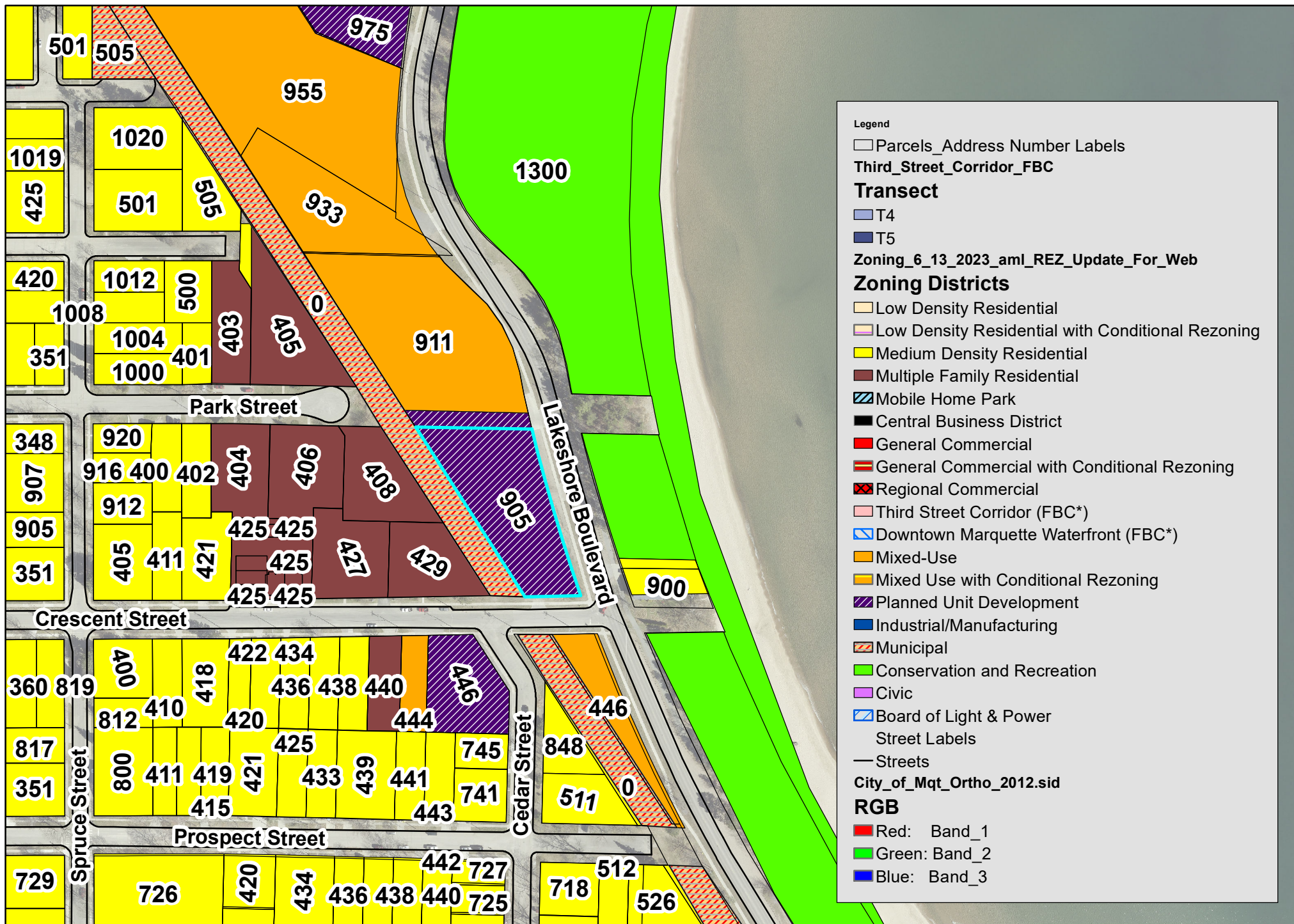
If the proposed zoning amendment is adopted by the City Commission the requirements of this section will be met.

Additional Comments:

The Planning Commission should consider the request, and the information provided in this analysis, and provide a recommendation to the City Commission via a motion on the proposed rezoning. Refer back to the case memo for a suggested motion format.

Attachments:

1. Existing Zoning and Location Map
2. Future Land Use Map
3. 2017 PUD Extension Request
4. Property owner notification of Public Hearing
5. 300 ft. Notice Memo



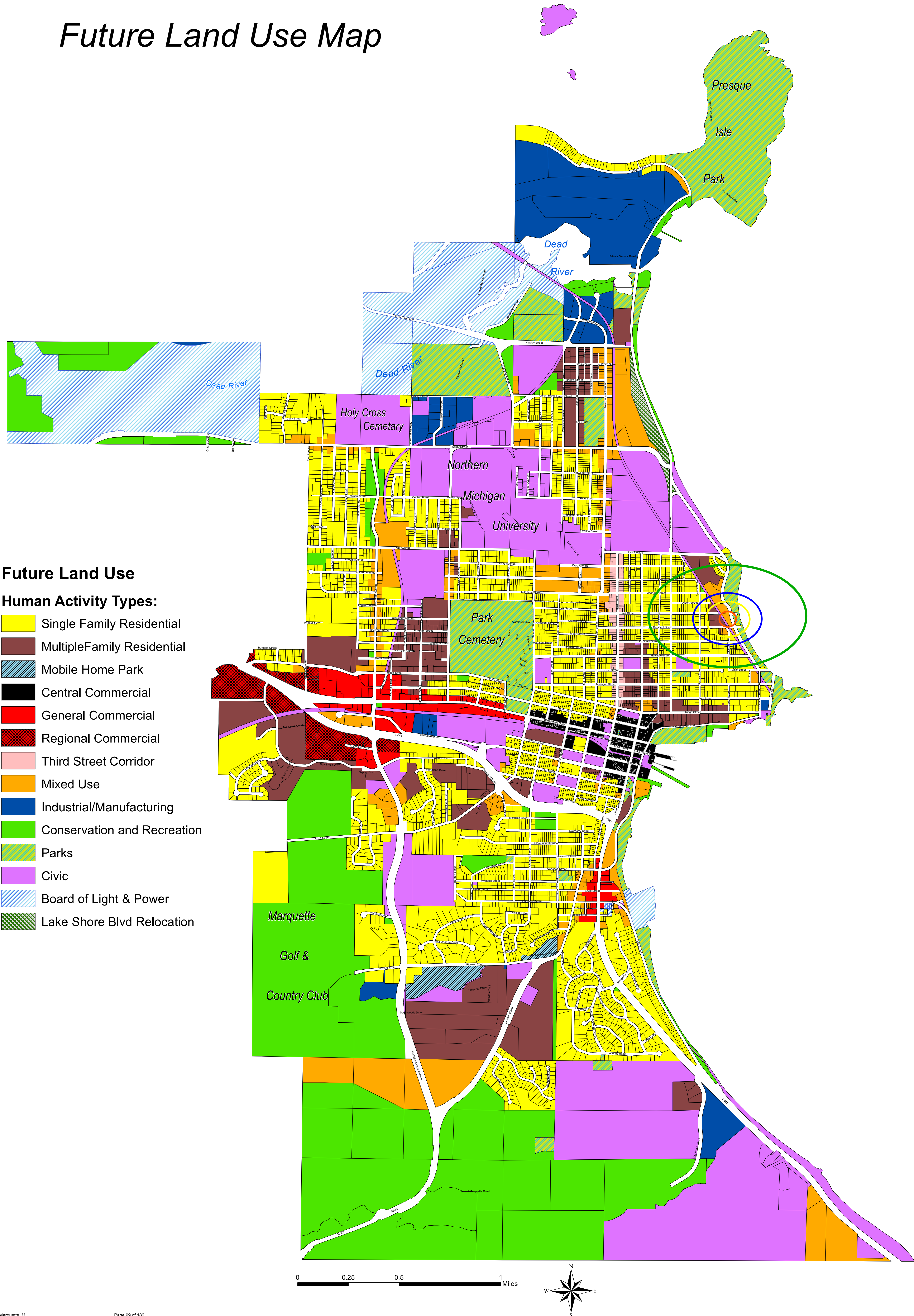
In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. Page 9 of 12
 City of Marquette, MI
 information.



1 inch = 208 feet

MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



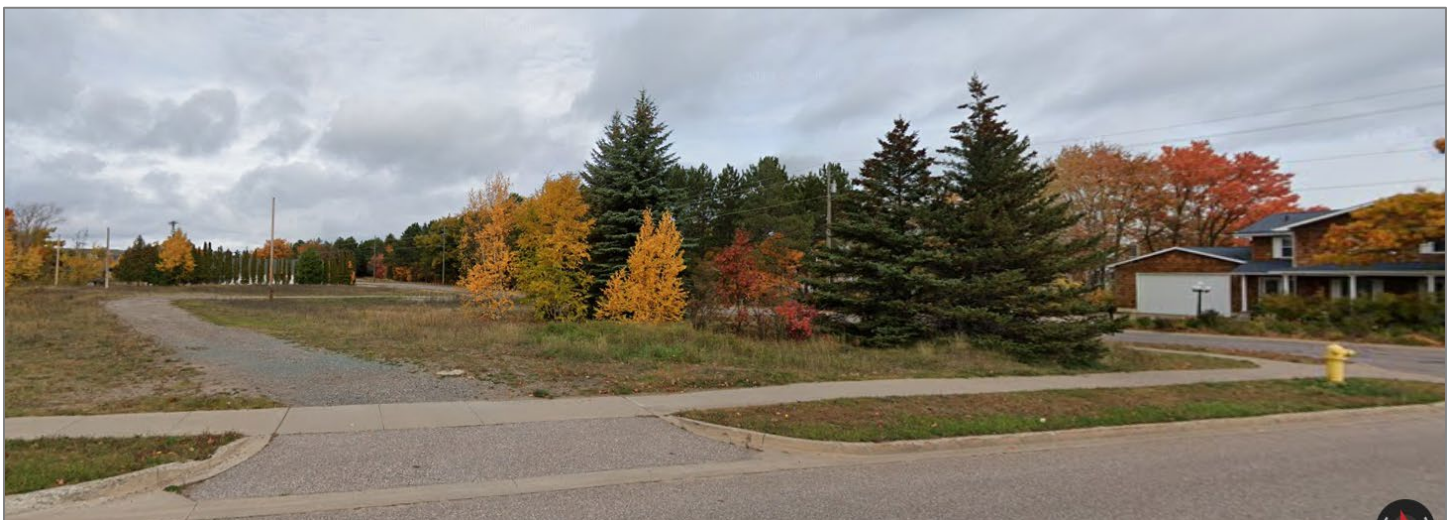
905 Lakeshore Boulevard – Site Photos



View looking north along Lakeshore Blvd., at Crescent St. (lower left) intersection.



View looking south along Lakeshore Blvd., from north end of 905 parcel and south end of 911 Lakeshore Blvd.



View north across 905 parcel from Crescent St. right-of-way.

RECEIVED

JUL 11 2017

Marquette City
Community Development Office

TO: Members of the Marquette City Planning Commission

FROM: Christine and Daniel Emmendorfer *me* *DE*

RE: 905 Lakeshore Blvd. PUD (Lakeshore Cottages) Timeline

DATE: July 11, 2017

Due to a variety of reasons, we have not yet begun groundbreaking development on the Lakeshore Cottages Development.

Apparently the Planning Department has not received the final site plans addressing staff comments due to miscommunication between the project's architect, engineer, and us. While we thought all final revisions had been submitted apparently they have not. We have every intention of tying up mandated loose ends.

The good news is that we may be able to have all mandatory revisions on the final site plan as soon as possible and possibly before the commission's upcoming July 18th meeting.

We have received estimates for the first phase of the development and will likely be able to schedule that work for the fall of 2017 or spring of 2018. We anticipate moving forward within the next year.

We appreciate your past support and ask for your understanding and patience.



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

MEMORANDUM

TO: Dan Emmendorfer and Christine Zenti
FROM: Dave Stensaas, City Planner and Zoning Administrator
DATE: September 6, 2023
SUBJECT: Rezoning of 905 Lakeshore Blvd

City staff will be initiating a rezoning process for your property at 905 Lakeshore Blvd and bring the request to the Planning Commission on October 3, 2023. The right to develop this property per the site plans for the Lakeshore Cottages Planned Unit Development (PUD) has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code:

Expiration. Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats (*Section 54.501*) or final site plans (*Section 54.1402*) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with *Section 54.1405*.

The property is designated as Mixed-Use (M-U) on the Future Land Use Map in the City's *Community Master Plan*, and that will be the zoning district classification that will be proposed by staff for the rezoning, and that is the only zoning classification that is likely to be found compatible with the current adjacent land uses.

Cc: City Attorney, Zoning Official, Director of Community Development

September 14, 2023

Dear Property Owner or Occupant:



RE: Notice of PUBLIC HEARING before the Marquette City Planning Commission regarding: **03-REZ-10-23 – 905 Lakeshore Blvd. (PIN: 0370190)**

The City of Marquette is requesting to rezone the property located at 905 Lakeshore Blvd. which is zoned **Planned Unit Development (PUD)** to be zoned **Mixed-Use (M-U)**. The right to develop this property per the site plans for the Lakeshore Cottages Planned Unit Development (PUD) has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code. The property is designated as Mixed-Use (M-U) on the Future Land Use Map in the City's *Community Master Plan*.

You are being notified of the public hearing referenced above because you own or occupy property within 300 feet of the property.

The public hearing for this request will be at 6 p.m. in the Commission Chambers at City Hall on Tuesday, **October 3, 2023**. If you wish to comment on this matter, you may do so at that time.

Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov. Written submissions will be accepted until 12:00 p.m. on October 3, 2023.

The Land Development Code language pertaining to the request is available for review at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday. Otherwise, you can request to have the material e-mailed to you by e-mailing alanders@marquettemi.gov. You can also view the Land Development Code on our website at www.marquettemi.gov.

Please contact me if you have any questions at 906.225.8383 or e-mail alanders@marquettemi.gov.

Sincerely,

Andrea M. Landers
Zoning Official

**OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY PLANNING COMMISSION
October 3rd, 2023**

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00 p.m. on Tuesday, October 3rd, 2023, in the Commission Chambers at City Hall.

ROLL CALL

Planning Commission (PC) members present: W. Premeau, K. Clegg, S. Lawry, Vice-Chair N. Williams, M. Rayner, D. Fetter, C. Gottlieb, Chair S. Mittlefehldt.

PC members absent: A. Andres (excused).

Staff present: Zoning Official A. Landers, City Planner & Zoning Administrator D. Stensaas

AGENDA

It was moved by S. Lawry, seconded by M. Rayner, and carried 8-0 to approve the agenda with the addition of an item of correspondence received today for case 05-SUP-10-23, a letter from the Fire Dept. to the 616 Fisher St. property owner and related to the 06-SUP-10-23 case, and site photos for each of therezoning cases.

MINUTES

The minutes of 09-05-23 were approved as presented, by consensus.

CONFLICT of INTEREST

There were no conflicts of interest stated.

PUBLIC HEARINGS

A. 05-SUP-10-23 – 3201 Division St. (PIN: 0515980): Special Land Use Permit for an expansion of their Land Intensive Recreational Use

A. Landers stated that staff have reviewed a Special Land Use permit for an expansion of a Land Intensive Recreational Use to add a vault toilet structures, parking lot expansion and improvements, pedestrian and bike safety improvements, site improvements, and designate a picnic area, located at 3201 Division Street. She also stated that the Planning Commission should review the Special Land Use application and attachments, Site Plan Review application and site plan, along with the support information provided in this packet, and determine whether or not the proposed Special Land Use is in compliance with the City of Marquette Land Development Code, more specifically, the Special Land Use Standards in Section 54.1403, the Site Plan Review Standards in Section 54.1402, and Land Intensive Recreation Use Standards in Section 54.641.

She discussed and showed on wall monitors the attached Staff Report/Analysis and attachments, the Special Land Use application, Site Plan Review application, site plan, and background information related to previous approval for a Conditional Land Use permit. She expanded on the Staff Report items, showing maps, photos of the site, site plans, and pointed out the area around the driveway entrance that is owned by Cliffs Natural Resources that the NTN is in the process of purchasing. She also read an item of correspondence from Mark and Erin Ellison that was received by email this morning (10/03/23) in opposition to the proposal.

Ms. Lori Hauswirth, Director of the Noquemenon Trail Network (NTN), stated that she and Traci Goebel are here for the NTN. She also stated:

One correction to the staff description is that this is an expansion of an existing parking lot, it's not a new parking lot. Just for clarification on that, it basically is to serve the public, the recreational use is public. We see a lot of use at that trail head, and right now we basically have a temporary toilet that's serviced

monthly, that isn't serving the waste needs of the facility based on the public use that's happening there. We want to make the parking lot flow a little bit better which is part of the design so people are parking in a more organized fashion there, to increase that capacity as well as grading the parking lots, we currently use the entrance for safety for people exiting and entering that spot. As we know, that's a pretty dangerous piece of highway there. There's a lot of discussion around that. We didn't know we didn't own the entrance until we started this process, which was a surprise to us. CCI is actually quit-claiming that piece of property, which you should receive the additional correspondence that that is in the works. They're in the process of filing that (inaudible) have to report that. I will let Tracy speak a little bit to you and make the landscaping of the layout of the design.

Ms. Traci Goebel stated that she was an NTN board member and the engineer of record for the project. She also stated:

So, Lori covered the high points. I would say the parking lot itself is being nominally expanded on the southwest and north end edges by 20 to 40 ft. roughly, to really increase the organization of the parking lot, accommodate one way traffic and a loop around there, also to accommodate some larger vehicles with trailers in the designated parking area for those, because right now they come in and they just park and it prohibits other people from parking there in high use times. We are raising the entrance up at MDOT's recommendation, approximately 3 feet, to improve visibility and improve ingress and egress and also partially paving it, just at their recommendation. Beyond that, I guess I don't have anything to add. We're trying to do I guess a little bit of landscaping, a little bit of aesthetic improvements in the parking lot, and those also double as storm water management.

S. Mittlefehldt asked - Do any Commissioners have any quick questions of clarification while we have the applicants' up?

C. Gottlieb asked - When is the, you said there's a quit-claim deed coming?

Ms. Traci Goebel stated we were provided with their signed copy on Friday and they expected it to be sometime this week that they get the signed copy out, the original.

C. Gottlieb asked - Cleveland-Cliffs have signed a quit-claim deed already and that's being, where is it right now?

Ms. Traci Goebel said - I think we got an electronic copy and they're mailing the final copy, and it needs to be recorded.

D. Fetter said - You mentioned one-way traffic. Will there be signage included to be able to support one-way?

Ms. Goebel stated:

Yes, that's our plan at the entrance island there, it's the green one you see we'll have the (inaudible), NTN South Trails parking lot and then one-way traffic with some indications supporting that.

S. Mittlefehldt said - I just have a question about the paving, so you said it's partially paved?

Ms. Goebel stated:

It's actually shown on the drawing, the darker shaded park off of M-553 where Andrea's operating the mouse right now, just that area just to give it just a little traction.

Ms. Hauswirth stated:

We see people spinning on the gravel is a pretty regular thing, so we wanted to do what MDOT recommended, and that one safety improvement was the elevation, and the paving that they suggested when we've had conversations with them.

C. Gottlieb asked - And there's a culvert that will go in just beyond the paving?

Ms. Goebel stated:

Right now the design shows a culvert, actually it's called an under drain, it goes from that- it's hard for me to-

A. Landers stated the dash lines here?

Ms. Goebel stated:

The dash- well there's a culvert there and it will go across under sort of along the road right of way. That is subject to MDOT approval on sizing and then there's also an under drain that goes to the storm water collection area, which is from the south side of that long island over to the storm water collection area, because basically that is a bioswale kind of similar to what is at the Co-op, if you're familiar with that parking lot, a depression, water flows down and then it collects in a catch basin and goes across.

S. Mittlefehldt said - I know Commissioner Lawry mentioned, but just a follow-up so is that dash line, is that underneath or is that just the drainage from that middle part?

Ms. Goebel stated:

So yes, there's a culvert underneath [inaudible] that goes from storm water detention, a small storage area across to just an existing drainage area right now that ultimately will just be the [inaudible], and there's also one that is underground across to-

S. Mittlefehldt said - Okay, so draining the middle portion?

Ms. Goebel stated: Correct.

S. Mittlefehldt said - Great, and Commissioner Lawry, do you have a question?

S. Lawry stated:

A couple of them, yes, the different regarding the landscape plan it's the packet shows I believe concrete wheel stops aligning the edges of the parking wheel stops outlining the edge of the space which really helps to provide some order to parking, but that's the only place I've seen them and they weren't called out in the notes so I'm wondering are they included or are they not?

Ms. Hauswirth stated: Yeah...because it is going to be a ground parking lot, that'll be the thing that helps define the spots. We need to add some, but yeah.

S. Lawry stated: And how do you intend to define the pedestrian cross-walks that you have there?

Ms. Goebel stated: With some signage in the gravel area.

Ms. Hauswirth stated: It'll be finer gravel, it's all packed surface.

S. Lawry stated:

Okay so visually with a different surface texture and you mentioned one sign indicating the direction of traffic flow at the entrance...so hopefully those are part of any revised plan that you submit, you could indicate your total traffic control system. And I also had a question about is there a water source on site right now?

Ms. Hauswirth stated: There is not.

S. Lawry stated: How do you intend to maintain the vault toilet?

Ms. Hauswirth stated: We will need to haul in the water to do that, if and when it's necessary.

S. Lawry stated: Okay, you will do that with NTN staff, or contract with the service that's providing your toilet service?

Ms. Hauswirth stated: We'll be weighing our cost to that, to see what works best.

S. Lawry stated: Okay, well having maintained a number of them for different municipalities in the past, they do require frequent cleaning.

Ms. Hauswirth stated: We have vault toilets at our Forestville trailhead, so I am well aware of the needs, thank you. [Laughs]

S. Lawry stated: One other question, has SEMCO reviewed these plans at all?

Ms. Hauswirth stated:

Initially, when we were developing the concept for the project, we did meet with SEMCO. They came out to the site and we are aware of their coverage requirements. They have to be on site for all earth moving in the vicinity of the pipeline, that's in the comments for the drawings set, and there's approximately 7 to 8 ft. of cover over that pipeline right now in this area, and they need a minimum of 3 feet, but I think the design, because we're going to do some regrading has 4 to 4-1/2.

S. Lawry stated: They also have some concerns about adding material when traffic is going to be driving over the pipes, so I guess that's something to explore with them as well. Okay, thank you.

S. Mittlefehldt said: Any other questions?

K. Clegg asked: In your drawings, it talks about lights. Are there lights on the property right now?

Ms. Hauswirth stated:

There is one light on the front edge of the parking lot and the building itself has some lights.

K. Clegg asked - Your stated hours of operations are dawn to dusk, just something in addition that you're looking to expand your hours or...?

Ms. Hauswirth stated: No, there are defined hours currently at the location.

K. Clegg stated - Okay.

S. Mittlefehldt stated:

Great, well I think that's all for now. Thank you so much, and correspondence, I think that was it. We heard all the correspondence right, so at this time we can have some public testimony, if there's anyone here who would like to speak on behalf of this project please come up and there's three minutes. She then opened the public hearing. Nobody made comments on the proposal. S. Mittlefehldt closed the public hearing.

It was moved by C. Gottlieb, seconded by S. Lawry, and carried 8-0 to suspend the rules for discussion.

S. Lawry asked a question for staff: Are you able to, on the arial photos, show us where the Ellison house is in relation to the trail head?

A. Landers, showing the location on the map being shown on the three monitors on the room walls, said that they are located right here.

C. Gottlieb asked: 2914?

A. Landers said: 2914

S. Mittlefehldt said: So, actually pretty far away from development, right?

A. Landers stated:

And for clarification, after seeing their email that they sent me today, I looked and they never asked me for materials, so I sent out materials and I explained the materials, so I was able to at least provide them that the expansion is down at the site with the vault toilet and whatnot. I don't know what they were referring to of losing walking trails though, because in that neighborhood, those trails have always been open to everybody, it's just non-motorized trails in that neighborhood.

S. Mittlefehldt stated:

I had a question for staff as well, too, in the packet it talks about how Section 54.1003, in the Land Development Code talks about number of deciduous trees and ground cover, can you explain a little bit about what NTN would have to do to make that requirement?

A. Landers stated:

That's going to need a meeting with NTN. They have to call out, what they're going to call out as their interior parking lot and once they call that out and provide me the square footage, each area of that would determine how many trees. I won't know that until I know where they're going to decide to call it out to, because at a minimum of so much square footage in an area that you're calling out, it requires one tree per, so it's all going to be dependent on their design. That's why I said in my comments that we'll meet with them and discuss it with them.

S. Mittlefehldt said: Okay, so if we make a motion to approve with staff comment, that would be-

A. Landers said: That should be covered with that.

S. Mittlefehldt stated:

Great, well another thing we need to discuss as a Planning Commission is I guess in the packet it mentioned the potential for nuisance. Any additional noise, vibration, dust, fumes, or other nuisance that might affect the surrounding area. I don't see any nuisance issues and the results of this. In fact, it might reduce nuisances with the existing inadequate bathroom facilities. It might actually help address those but that is something we need to discuss. Anybody see any potential for a nuisance?

N. Williams said: I think if anything, it's bring order to this site.

S. Mittlefehldt said: Any other comments?

M. Rayner stated:

The lighting - is it downward facing so it wouldn't interfere? I don't know how close the closest house is.

D. Stensaas said: It's required to be downcast.

M. Rayner said: Okay, it's required.

D. Stensaas said: And some of these things are in your site plan standards that you need to go through.

M. Rayner said: I understand. So, I think the light was the only question I had.

C. Gottlieb said: In reality, the closest dwelling is at least a quarter mile away.

S. Mittlefehldt stated that the Planning Commission will now review the Special Land Use Standards in section 54.1403 of the Land Development Code.

The Planning Commission went through each item one at a time and found that the proposal was in harmony with all fourteen SLUP standards.

S. Lawry stated, regarding item 54.1403(C)(8):

I still have a bit of a concern with the pedestrian crosswalks, they're channeling people between parked cars, they're probably all scattered throughout the parking lot, going between parked cars at this point, so over existing conditions, it's an improvement.

S. Lawry stated, regarding item 54.1403(C)(13):

One thing, I guess, when we looked at the relationship to the correspondent's home, I guess we couldn't really see how the clearing done for the gas transmission main might have affected their view of this property, but it still didn't appear to be something that put them in close proximity and view-wise. Does anybody have any more information that?

K. Clegg stated: In my experience, they're around the corner. They don't have a direct sight-line, from their lot.

C. Gottlieb said: The SEMCO pipeline is closer to 553...I think they were four houses in off of the intersection, so they're far from the SEMCO pipeline as well.

S. Lawry said, regarding item 54.1403(C)(14): The Community Master Plan promotes sports tourism and has a goal to (inaudible).

S. Mittlefehldt stated: The NTN is highlighted in the Plan as a shining light of what we're hoping to do in the community, and this seems very much in harmony with that.

It was moved by K. Clegg, and seconded by C. Gottlieb, and carried 8-0 that after holding a public hearing and review of the site plan set dated September 5, 2023, with supplemental documentation and the Staff Report/Analysis for 05-SUP-10-23, the Planning Commission finds that the request meets the intent and requirements of the Land Development Code Special Land Use Standards in Section 54.1403, the Site Plan Review Standards in Section 54.1402, and the Land Intensive Recreation Use Standards in Section 54.641, and hereby approves 05-SUP-10-23 with the following conditions:

- 1. That an amended plan is submitted to meet staff comments.*
- 2. That the NTN has ownership of the Cleveland-Cliffs Iron Company property for which they are proposing work prior to construction.*

B. 06-SUP-10-23 – 616 Fisher St. (PIN: 0130101): Special Land Use Permit for a Supportive Housing Facility, Permanent and Transitional

A. Landers stated that staff have reviewed the Special Land Use permit for a Supportive Housing Facility, Permanent and Transitional located at 616 Fisher Street. She discussed and showed on wall monitors the attached Staff Report/Analysis for more specific information regarding the Special Land Use application, Site Plan Review application and attachments, and site plan. The Planning Commission should review the Special Land Use application, Site Plan Review application and site plan, along with the support information provided in this packet, and determine whether or not the proposed Special Land Use is in compliance with the City of Marquette Land Development Code, more specifically, the Special Land Use Standards in Section 54.1403, the Site Plan Review Standards in Section 54.1402, and the Supportive Housing Facility, Permanent and Transitional Standards in Section 54.647. She said there was no correspondence received for the proposal.

Emily Belinski said that she and Kim Frost are here to speak on behalf of Superior Connections Recovery Community Organization.

Ms. Belinski stated:

A brief overview, in June of 2021, the City Commission approved the rezoning of the property from medium density residential to mixed-use, for Conditional Rezoning. Since that time, Supportive Housing was added as a Special Land Use and is now allowed under Medium Density Residential zoning. We

probably fit that land use better than the one that we were in under the Conditional Rezoning, so we would like to...we are requesting a Special Land Use Permit to use that property for supportive housing.

Ms. Belinski stated:

We believe it does meet the standards of the Special Land Use review. We believe it is fitting with *medium density residential* as it's within the range of uses, including families of all types. *Use of adjacent lands* - it's surrounded by other MDR properties, a municipal property and there is a Mixed Use property in the vicinity. *Physical appearance* - is that of a house. *Landscaping* - there is consistent grass, concrete and fencing. *Operations of use* - it meets the allowable Special Land Use of supportive housing. Also, further is buffered by a road, an alley and empty lot that has a change in elevation and a sizeable back yard that abuts a wooded portion on the back end of the property on 7th Street. *Time of use and physical and economic relationship* - it's a residential house surrounded by other residential houses within your mixed-use property. *Number of persons or employees* - it houses 16 individuals and that is what the Fire Department determined was the occupancy. They typically have one staff on duty with other staff to make visits through the week, but it would be highly unusual to have more than four staff present at a time. Also, our residents generally do not own motor vehicles so [inaudible] traffic. For *vehicular and pedestrian circulation*, again, that typically there isn't much vehicular traffic as the residents don't generally own cars. Some of them do, but not very many. They do use sidewalks, but they're not generally doing so in large numbers. *Physical characteristics* - I've just referred to the site plan. Public services - I understand that the police captain provided some numbers as to visits and he did mention that it's been increased since the Benders were there. We are serving a slightly different population than the Benders served and overall these people being in housing versus being wherever they might be, in jail or homeless, our community is benefiting because these burdens are not overall increased, they're actually decreased. *Environmental factors* - the types and [inaudible] are in keeping with medium density residential property. And for *site area and potential future expansion areas*, I don't really have any notion of expanding it necessarily, but again it is buffered by a road and alley and an empty lot and our back yard. *Additional environmental factors*, it's similar use to what it has been for years, under the ownership of the Benders. As to the *Master Plan*, we think it does fit the Master Plan, it certainly does provide service or opportunities for people who can easily be excluded based on their different abilities and their economic status, as far as improving the quality of life to routine improvements in education, healthcare, civic engagement, employment, opportunities, arts and culture, recreation. We have community health workers that visit the house and they work with our people on exactly those quality of life factors. And then again, as far as improving [inaudible] economic status [inaudible] a tourist destination, I think it's safe to say that several of our residents would be experiencing homelessness if not for the Fisher Street house and I would not say that more homelessness would be a draw for tourists. Also, we did, I believe there was a communication with the Fire Department...with the Fire Chief and the Fire Marshal and it was a positive conversation, and do you want to speak to that, Kim?

Ms. Frost stated:

We met yesterday with Fire Inspector Fawcett as well as the Fire Chief and it was a super positive meeting with lots of support from them to help us continue the compliance and then also make the home safer for all of its residents, and we provided them a lot of documentation that we're going to use to document inspections and stuff within the home. And I think the only thing I wanted to highlight from what was submitted here was just where it was the Police Captain submitting the number of police visits, I think it's important to realize that the vast majority of those are actually general assistance calls, which means medical calls, and we do have medically fragile people that live there and those are the majority of the response calls that happen there.

S. Mittlefehldt said: Are there any comments, questions from the Commissioners while we have our applicants there? Anybody have any questions about logistics or anything that they submitted or just said?

Ms. Frost stated:

Is this inappropriate, because I want to ask if everyone understands what Fisher Street House is?

S. Mittlefehldt stated:

Well, actually my question was how can you, because in the packet it talked about in-home services that are provided there, like the assertive community treatment program as well as like the community health work program, and then there's also the person who's the on-site manager. So, I guess could you give us a sense of a couple of things. Number one, you mentioned the population served is different than it has historically, so if you could give us a narrative history of how that's changed over time, cause it sounds like there has been some issues and it's been sort of been serving this function like a transitional house.

Ms. Frost stated:

So the Benders operated it initially I think back in the 40s or 50s or whatever. It was truly operated as a boarding home for working men is my understanding and then over time became a boarding home for people who might struggle to live independently and such, and so does have some long-term residents, so I think you're going to hear from a couple who are here to speak to you, but we continue to have some, in a sense, permanent residents that reside in the home, but then we also have some people who we might consider more transitional, but it's not like they're coming in and out every month. We have to go through like the ultimate goal might be to often transition into different kind of housing but it's a long-term process. It might be repaying some debts to a former landlord through subsidized housing or it might be developing health plans that allow them to live more independently so we through the support of the assertive community treatment team, through our community health worker program, work really hard to provide supports to 16 humans who are super vulnerable. Many of them, in fact almost all of them, without Fisher Street will be literally homeless and residing on the streets because they do not meet the criteria to live in subsidized housing and because in addition there's no subsidized housing to be had. It's awful and many of these individuals do not meet the criteria, so it provides an incredibly important function and so we have the ACT team coming in. We have the community health worker program and then recently we were awarded a grant which is going to allow us to have a full-time program supervisor to work with the program to continue to develop it and improve the safety of it and improve the wellbeing for the gentlemen that live there.

S. Mittlefehldt said: Can you give us a sense of how much time will the onsite persons that are supposed to be there, be living there all the time?

Ms. Frost stated:

Yeah, so we have an onsite house manager, a gentleman who's also here tonight and he will talk to you. He's relatively new. We had another gentleman and he's working elsewhere now. So he lives there and then we have the community health workers that come in, sometimes several at one time, sometimes independently, all throughout the week, and then the assertive community treatment team which comes in Monday through Friday. And then this new position is going to allow us to have a program supervisor there full-time, so it will be 40 hours a week and I don't see that position being like necessarily Monday through Friday, 9 to 5. I think there's going to be some variability in that, so we have some evening coverage and stuff.

C. Gottlieb asked: There is not necessarily a 24/7 in-house employee?

Ms. Frost stated: There is, there is the onsite house manager, and he is there 24/7.

C. Gottlieb asked: Never leaves?

Ms. Belinski stated: He will be relieved by this 40 hour staffer.

Ms. Frost stated:

So what's going to happen is with the new program supervisor, I mean, when the vendors lived there, they left, too. They weren't always there. They went and took trips actually and went shopping and all that, but that person is there and then we're going to work to have a schedule where the program supervisors will offset each other and make sure that someone is available in the home.

S. Mittlefehldt stated:

Can you tell us a little bit more about, because we did get the memo from the Fire Marshal and as you mentioned several things were out of compliance, everything from smoke alarms and fire extinguishers, the onsite manager wasn't there, the house was not cleaned. We had a whole list of all these things, so it sounds like you talked to them and got things straightened, so is there a plan to make sure that compliance is achieved for some of the safety issues.

Ms. Frost stated:

Yeah, we had, like I said, a really good meeting, and so a lot of those concerns were addressed and some other stuff. It was right during a period of time where there was a transition between the old manager and the new manager. The old manager had left for work. The new manager came and literally was there, the inspection was around 7 [a.m.] and he got there at 8:30 so it was just like that time period. But, we have a very solid plan with them and like I said, Emily drew up inspection, daily, weekly and monthly inspection charts so that we'll be checking per the Fire Marshal's recommendations for smoke detectors, fire extinguishers, etc.

S. Mittlefehldt said: And that would be the onsite manager?

Ms. Frost said: And the program supervisor, yes.

S. Lawry stated:

I think one of your responses to zoning indicated there was going to be a maintenance plan that was submitted for the property, but it wasn't in our packet. I guess I'm just wondering where that is.

Ms. Belinski stated: I didn't submit it, but I do have it.

A. Landers stated: Is that in the narrative?

S. Lawry stated: I believe so.

A. Landers stated: Yeah, so it was in the packet, that was their maintenance plan right after, it was page three.

S. Mittlefehldt stated: The Fire Marshal also mentioned in the comments maybe having a county signal with the plans. I guess this question is for staff, did the county get a chance to look at the plan?

D. Stensaas stated: Well, the county will, as with any project that gets approved for any kind of zoning compliance, when they move on to get a building permit. We've over the years counseled, well, Ryan Redmond in the past, and I think him and their legal counsel, that they should speak with the County Building Codes. This is I think could possibly be a change of use in the county's scheme of things, so the county has some uses that are more residential, some are more commercial. This use might be different, might trigger them to do other fire protection things that our fire department doesn't require. Sometimes the county requires a building be fully sprinklered, whereas our code, the "Life Safety Code" that the City has in its City Code does not require that. So we've counseled that they talked to county building codes and that's all we can do.

S. Mittlefehldt stated: Okay, but the county, their decision would pre-empt our decision, right [inaudible]?

D. Stensaas stated: No.

S. Lawry asked: You said the 16 residents, that it was based on the fire department's determined capacity, do you anticipate that you will keep pretty close to that number?

Ms. Belinski stated: I anticipate that given the housing crisis, we'll stay at 16. Clearly we would not go over if it would violate the fire code but yeah, I anticipate that based on the housing market and housing

crisis that we will stay at or near 16. We sometimes drop down a little bit if someone transitions out but generally we stay, well, at close to 16.

C. Gottlieb stated: It would be 15 plus the resident manager, so it would be 15 plus 1.

Ms. Belinski stated: Correct.

S. Lawry asked: Is it strictly male?

Ms. Belinski said: Yes.

S. Mittlefehldt opened the public hearing.

Amy Hale, of 53 Forrest Park Drive, Marquette, stated:

I work for Pathways and a lot of this is going to be redundant, what was already said, Pathways has been coming into this home - my one co-worker has been there for almost 30 years and Pathways has been coming into that home before he was hired. We go in there Monday through Friday. We prompt meds. We support individuals to doctor's appointments, other [inaudible] care, shopping, community supports. Most of the folks that we see there have a serious persistent mental illness, such as schizophrenia, schizoaffective disorder, we also have our trained psychiatrist. Some of the folks that just cannot leave for various reasons. Our trained psychiatrist from our program will actually go into the home, provide treatment in the home at the Fisher Street. It's been my experience when we've had to place individuals there at the Fisher Street home, they come from either a really bad place, they're getting kicked out of their apartment, and they thrive at Fisher Street. There's the supports, there's the other individuals that necessarily would not talk to them if they lived in their own apartment, so it's always really neat to see how they thrive in that setting. It's been my experience that if it wasn't for the Fisher Street, some of our individuals actually would become homeless, just as we know there's nowhere else in the community for them to go. Some that live there don't want to go anywhere else and I think that's a fantastic thing to consider, that this is their home. Some that live there would like to go elsewhere, they just don't have the resources, the support, background checks, all of that, they would not pass. So, the Fisher Street provides that home as well. And I just also want to say that I just came back from a three week deployment from the American Red Cross providing disaster mental health from Hurricane Idalia. When the shelters were closing there, and there were individuals that had nowhere else to go, we were expected to provide them resiliency kits. Those resiliency kits consisted of a tarp, a tent, and a sleeping bag, and that was inside a wagon, and that's how we had to have them leave the shelter. If Fisher Street were to close, we would be in that same boat, watching those that have lived there for many years be asked to leave. This decision would be devastating for those individuals that use their home of many years. It would also be devastating for their families. As mentioned before, they're already contributing to the homeless concerns. I don't think we need to go down that road. The individuals that live at the Fisher Street home deserve more than a resiliency kit. They deserve a place to call home and that's what we have at Fisher Street. Thank you.

Cindy Lack, of 124 E. Magnetic St., stated:

I am a retired physician, retired almost two years now, and I previously, before I retired, worked at the homeless shelter for a while, so I haven't done it for a few years but speaking from that experience and also from just a health standpoint, we don't need less of this, we need more of these kind of places because these are the people that don't fit in anywhere else. I mean, our whole system of taking care of mentally ill people has changed and it's not been great, the results have not been great. We used to think institutions were bad places, but the other part of working with the homeless is that I've worked with Kim and we've tried to get an apartment for these people and they don't do well. They don't do well. We've done visits and found them deceased. That's how bad they do. And so, they need each other and they need support. They need support of this community and we can't just kick it down the road. That's what we always do, and it doesn't go anyplace better, it only gets worse. So, let's see, I totally agree with what the woman just spoke about, all the benefits of being in this type of environment and it's potentially the perfect spot. It's kind of isolated. There's not a lot of people that might be afraid of these people, because that is definitely a reaction to mentally, and I actually don't, I haven't been recently, but they've

been up there for a reason. They don't fit in society, and so I think as I consider myself a Christian, our job is to take care of these people, not to try to break up what we do have. I mean, it's precious little that we already have and so to have less of that to me is, I would actually call it immoral. I don't mean to be judgmental, but I just think that these people don't have any power. We are their power. They don't have- they have nothing to give us except themselves and most of us stay with them because they give us a lot. They keep us humble. They keep us with gratitude for what we do have and I really don't mean to be judgmental, but I think that they just always get the short end of the stick. This is an opportunity to not do that, so thank you.

Pauline Duren [sp.?], of 580 Cox Ave., Apt. 215, in Marquette, stated:

This is my son Todd. 30 years now, he's been living in this home. There have been several changes during those years, including change of caretakers. I have gone to several home meetings and what I have experienced was a group of residents sharing their thoughts and concerns with their new caretakers as well as for the caretakers listening and addressing their concerns. They are also creating incentives to give the residents a purpose and a meaning, leaving the residents with a feeling of self-worth, which we all need to feel. With that being said, they are one big family, helping each other out, living under the same roof.

Stephanie Bryan, stated:

I'm a case manager for the community (inaudible) program at Superior Connections. I've had the privilege of working with many individuals by including most of the gentleman who resides currently at 616 Fisher. I have worked with most of them in one capacity or another and I've even gotten to know them and their families oftentimes. The men at 616 Fisher are individuals with varying combinations of mental illness, cognitive impairments, physical disabilities and/or substance use disorder. Many of them have criminal backgrounds due to their mental illness, traumas or other variables, and while with all that considered it may seem like the house would be full of chaos, outbursts, mischief - that is just not the case. To deny there are any interpersonal conflicts here and there would be silly, as is the case anywhere, much less when you refer to communal living situations and then mental illness and what have you, but it's just not the case. It's actually really well functioning. When there are struggles within the house, the residents have our phone numbers and access to us as well as, of course, the live-in house manager, so we are all able to help them overcome the moment using guidance and support from trained and compassionate staff. The majority of the days and nights at 616 Fisher are full of laughter, comradery, helpfulness, storytelling, regular house duties and just the normal day to day back and forth of any other household. The residents have created a culture that, like Todd's mother said, really resembles family for many of them. Furthermore, many of these men have lived there for a long time, including Todd, and as you can see, he loves it. For many of the house residents, the reality is if not for Fisher, they would truly have nowhere to go. Not only are we in a housing crisis and the shelters are often at capacity, but these gentlemen have unique barriers, in addition to the costs and lack of availability, so to think that 16 of our community highest, most acute individuals would suddenly be able to access housing is just unlikely. I've been around for over two years and I want to validate I certainly have seen areas that we could improve on regarding the house, but what I've noticed is that most of those deficits were a reflection of our lack of funding and the staff. It was not a reflection of a lack of efficacy or a necessity of the home to exist in the first place. Without this home, like I said, they would be displaced and that is just not a viable solution. I've seen the organization work tirelessly and often at all hours, certainly that's the case for me, to improve the functionality of the house. I have seen a dramatic decrease in incidences, police involvement and overall crises in the last year particularly. And now after Fisher House went unfunded for so long, we have finally received funding for our program supervisor to really just take the bull by the horns, hear your guys concerns, our concerns, and really get this thing on track the way we want it to be, even though it's already really great. We would be able to provide that focused oversight, similarly as we do to our Baraga [Ave.] recovery house that's well received, well respected, and in trust by the same city. In addition to a live-in house manager, like I said, there is nearly daily stops by many of our staff. All our residents are connected with one resource or another, many engaged in the community health work program, peer-recovery coaching and other outside services. As Amy stated, ACT team at Pathways comes into the house Monday through Friday. The Health Department nurses actually come in each Wednesday to perform COVID testing. There are some of our residents, home healthcare nurses that also come on a regular basis, along with their family and friends. While Fisher House is not without flaws,

like any other home or facility, the progress that has been made is a monumental, especially with no funding, and the future looks really, really bright. The community would be making a grave mistake to take away an incredibly vital and unique housing solution. Many other agencies or organizations lean on us consistently to house their clients such as Pathways, Room at the Inn, Janzen House, and more. We have become a sought-after location for many due to our genuine care and commitment to those we serve. I ask you to please know that we are willing to continue to rise to the occasion and are always striving to be better, but removal is not the answer. Support and trust building is the answer and we are ready to begin forging that positive relationship with the city so we can work together to serve our community's most vulnerable and help ameliorate homelessness. These gentlemen deserve as much. Thank you so much.

Steve Miller, of 616 Fisher St., stated:

Fisher House saved my life. I was sleeping in a snowbank. I went to the hospital for a month. Stephanie found me and took me to Fisher House. I now go to the doctor, I get medicine, social security, I've got my license, I drive, I've got CDs, I got movies. I stay to myself. I've got my friends. We've got a TV in the garage, and a stereo. Three meals during the day, we chip in for groceries and Fisher House buys groceries also. There's not a night we go to bed hungry. If you close Fisher House, just barely, because I have no place to go. I lived in Negaunee. I lost my apartment and I wanted to die. And Fisher House found me. Thank you.

Jonathan Hendricks, of 616 Fisher St., stated :

I also live at the Fisher Street. I just want to say, I've only been there for a little while, but I like the people that live there. They welcomed me, they help me out. There's an older gentleman that lives there that I worry about every day, he has nowhere to go, I know that. Sometimes I help him walk around the house or get things for him, like water and food. Like Steve was saying, we have food available to us all day. We usually have pretty good, decent dinners every night. Like I would have nowhere to go. Before I was in Fisher House I was sleeping in the churches and the rotating shelters. I'm diabetic. It was really affecting my diabetes, and I probably wouldn't have made it very far because I'd probably end up dying if I didn't have the proper meds and stuff [inaudible]. Thank you.

Dennis Vandenburg, of 616 Fisher St., stated:

I live at 616 Fisher, I'm the house manager. I've been there for about a month and I just want to say how privileged I feel to be part of this. The guys that I've met there, it's just such an important place for these men, and I think you've heard it from everybody, so thank you.

It was moved by C. Gottlieb, seconded by D. Fetter, and carried 8-0 to suspend the rules for discussion.

C. Gottlieb said: I have a technical question. I just want to make sure I understand what's going on. This is being brought up today because of the Special Land Use. Why is it being brought up today? What is it coming from and where is it heading.

D. Stensaas stated:

I'll take some of those questions. This is a really complicated property use case because when the Benders decided to first turn this over to the organization prior to this - Superior Connections - we didn't have this category of transitional housing or assistive housing facility. We created that because we recognized that there is the need for this in the community, these kinds of facilities. And in the world that we work in here, we have to have specific land uses that are targeted for things like this. There wasn't one when that happened three or four years ago, so basically we accommodated the nearest possible existing land use at the time and that required the property to be rezoned, and we went through this process where the City Commissioner agreed to a Conditional Rezoning of the property with limited use for this to be turned a *Health Facility*. The applicants did not meet all the requirements that were conditions of approval, including having an approved site plan, and in the meantime we created this definition and use standards for this type of facility, specific to this type of facility. So as we came to the deadline for this group to meet the original conditions of the original approval, that time was running out and the City Attorney and I agreed that the use that was originally approved didn't really match up

anymore, because we kind of superseded what was originally approved with now a thing that really legally exists for this type of use, which is what they're applying for as a Special Land Use.

A. Landers stated:

So, the Rezoning with Conditions expired and now they are back to Medium Density Residential, which allows for this as a Special Land Use.

S. Mittlefehldt stated:

So just to clarify, functionally it's been serving this function in the past, so we're just making-

D. Stensaas [interposing] stated: Making it legal.

A. Landers stated:

Yes, it's never been approved for such use. It was only approved for everyone else and that was only approved to be the 2nd floor, like the benders living below. So, this is a completely new use but they have been [inaudible 01:03:02].

C. Gottlieb said: So there is no change in functionality between what has been reality.

A. Landers stated: For a couple of years.

D. Stensaas stated: Right, it was just legally untenable to continue down that road.

C. Gottlieb said: Thank you for the clarification. I appreciate that. Thanks very much.

S. Lawry asked staff:

How does this facility differ from the several facilities in the community that are run by community mental health?

D. Stensaas stated:

Well, this facility, as its defined, is for supportive housing. It's not a shelter for short-term, it's not a crisis shelter like our warming center, Room at the Inn, and it's not necessarily something that is for people that have other resources. This is basically somewhere where people that don't have resources, don't have shelter can stay for either short-term or long-term, depending on what's approved, and our definition allows them to be either, depending on what they want to be, how they want to manage it. If they want it to be short-term, that's their choice but it can be a long-term home for people like the, the Janzen House, if we reclassified the Janzen House, it would be the same thing really.

S. Lawry asked: I thought the Janzen House had a time limit on staying there?

D. Stensaas stated: I'm not aware of what their rules are down there, but they've pretty much been operating for 30-something years under the same rules.

S. Lawry stated:

Okay, but I guess what I'm trying to understand is if the government through Community Mental Health operates a number of different facilities, if it will be private homes in the community where they're providing assistance, how does that differ from these people who can't get that type of living arrangement?

D. Stensaas stated: Maybe the applicants can help answer that question.

Amy Hale said:

I think that's a great question. Back in the way past probably when Benders was here, Pathways did have other homes that represented Benders, called the Crescent Home and maybe another home, but since after my time being at Pathways we have no such homes anymore. What Pathways does is Pathways will contract out to ALS (adult learning systems), the human health services, those are...adult

foster homes, and Pathways will contract out with such homes, but Pathways does not have- Community Mental Health does not have, anything like the Janzen, Fisher Street Recovery Home, the Warming Center, that's not what Pathways has right now. I don't know if that answers your question or not.

S. Lawry asked Ms. Hale: What are the two homes on Wright Street?

Amy Hale stated:

Wright Street, I want to say one is owned by ALS and I don't know if the other one is or if that's from Bay Human, so Pathways has nothing like what Fisher Street has.

A. Landers said: And you said the words adult foster care, right?

Amy Hale said: Yes, those homes are for adult foster care.

A. Landers said: And that's a separate use in our code.

S. Lawry asked Ms. Hale: So those people need long-term and more concentrated care than what your...

Ms. Hale [interposing] stated:

Correct, those are what we would classify as specialized residential homes. Those are provided 24/7 staff by para pros that have been trained, usually two staff at a time. They have severe behavior problems. They could have a severe mental illness where they would not be able to live in a place like the Janzen or the Fisher Street home. We've actually taken people out of the Fisher Street home due to their behaviors and Pathways had a contract with AOC [?] that is actually downstate for some of our folks as they would not be able to make it in the Fisher Street home, so its kind of a step down from an ALS, Bay Human, other specialized residential homes.

Ms. Belinski stated:

I can also answer that. Until a few weeks ago I was the Assistant Director of the Janzen House, and there's not a time limit there either.

W. Premeau stated:

I'm confused on this...but this is being sold, correct? They must have rented it previously?

Ms. Belinski said yes to both questions.

W. Premeau stated:

Before, they could have been after the owner, now they'd have to go after her [indicating one of the applicant speakers], correct, unless she's not the owner.

Ms. Belinski stated:

It is currently owned by John and Teena Bender, and we have a contract with them, and pending this decision tonight – if it goes through – we will be able to obtain the financing to be able to purchase it from them.

S. Mittlefehldt said: Thank you, that's helpful. Any other questions before we dive into the Code? She then began to lead the Planning Commission review of the Special Land Use Permit (SLUP) standards in section 54.1403 of the Land Development Code.

The Planning Commission went through each item one at a time and found that the proposal was in harmony with all fourteen SLUP standards. Specific questions and notable comments on the fourteen SLUP standards follow.

C. Gottlieb said, in summary to discussion on item 54.1403(C)(5):

My comment would be that we wouldn't anticipate an increase in use over the past two years.

N. Williams stated, in regard to item 54.1403(C)(6): It's residential 24 hours per day, as houses are.

N. Williams stated, in regard to item 54.1403(C)(11): One item for the previous case, Public Services, there were attachments from the Police Department and Fire Department, but for comments for *this* particular case they have none.

It was moved by S. Lawry, and seconded by M. Rayner, and carried 8-0 that after holding a public hearing and review of the site plan set dated September 5, 2023, with supplemental documentation and the Staff Report/Analysis for 06-SUP-10-23, the Planning Commission finds that the request meets the intent and requirements of the Land Development Code Special Land Use Standards in Section 54.1403, the Site Plan Review Standards in Section 54.1402, and the Supportive Housing Facility, Permanent and Transitional Standards in Section 54.647, and hereby approves 06-SUP-10-23 with the following conditions:

- 1. That an amended plan is submitted to meet staff comments.*
- 2. Fire Department provides follow-up inspections to assure that the health and safety requirements that they recently cited are being addressed.*

The Planning Commission took a 5-minute recess.

C. 02-REZ-10-23 – 1025 Osprey Ct. (PIN: 0514370): Requesting to rezone the property located at 1025 Osprey Court which is zoned Planned Unit Development (PUD) to be zoned Multiple Family Residential (MFR)

D. Stensaas stated these two cases on rezoning came up because these PUDs have expired, and so we're going through this process, which is fairly perfunctory, to rezone the property. I'll just read what the memo says and then I'll add a little. So, City staff is initiating this and we're requesting the Planning Commission first to make recommendations, and the right to develop the property per the site plans, starting with Hawks Ridge, is being terminated due to non-completion of article 54.316 of the City's Land Development Code, which is up on the screen, that says "Within a period of two years following approval of the PUD agreement by the City Commission for an area embraced within a PUD, if such plats or plans have not been submitted within a two year period, the right to develop on the approved plans shall be terminated by the City. Upon the developer showing a good cause, the Planning Commission can recommend, and the City Commission can grant, an extension of up to two years for submission of the preliminary plat or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan in accordance with Section 54.1405 and the Master Plan."

He stated:

The Hawk's Ridge property is shown in the Community Master Plan, on the *Future Land Use Map*, that's for land use - not zoning, as Multiple Family Residential. So, that's the recommendation here because that's one option. The other option is to rezone the property to the previous zoning classification, which at this point is kind of irrelevant. We've adopted a new Code in 2019, and this particular project - as we have documented in our staff report that I'll go through, was approved initially in 2003, went through a lot of different amendments and different situations that changed the outcome of the property. In the most recent era - the last five years - the County Land Bank, which is sort of an arm of the County's Assessing office, they decided that to get this property - in the middle of the development - back on the tax rolls, they wanted to separate it from the rest of the PUD and they went through the legal process of acquiring all the signatures from residents to extract it from the PUD, and then applied for land division, got the land division and so we have a parcel at 1025 Osprey Court, which is in the middle of the former Hawk's Ridge PUD. And they almost had a buyer for this property in the last couple of months that backed out, even though the zoning was not accurate anymore, and that's one of the reasons that this came up, because we realized it was for sale and it was going to possibly sell soon. If we have a developer that wanted to develop this property, if that developer was expecting that they could buy the property and apply for a permit to develop something there, they would have been in a situation where we'd have to go through this first, this process before they could do anything, and so this is sort of a mandated process by the

code, and I'm just going to go back over to the map. This is the online document viewer for the Land Development Code which everybody can find at the bottom of the City's home page. It says Land Development Code, and you click on it and go to these different sections of the Code, but I'm just going to scroll down here to show everybody Section 323, PUD, plan to develop H, and section I - final approval. It says what that process is, that the City requires an agreement with the developer, the applicant can terminate the development, and then it gets to the expiration part of it. So, this is a situation where it says the city shall terminate the contract. There is really not an option to do otherwise, that's the process and this is a legal document. This is not the pirate code or something else, this is what you have to do.

So, we did put together this staff report though as if this was a typical rezoning case. We wanted to provide you all the information about it and for the public to understand what the information we have on the site is. Again, this is the zoning map, the parcel is outlined in blue here and is shown here on the future land use map, which is multi-family residential for that parcel, and that goes back to 2015 when the City rewrote the Master Plan, the last time it was fully revised, and there's a site map showing the utilities in the development area.

That parcel, just for everybody's information, does have utility easements for all the utilities. They are public utilities. They are not private. The road is a private road so any development in the future will have to consider the owners of the PUDs interest in the road. They won't have carte blanche ability to do whatever they want on the road; they'll have to negotiate. And this is from 2021 [showing a sketch], when the county was going to apply for a project here to do, the county itself was going to build with the help of the state. They were going to get a grant to build a pre-fab housing facility there.

A. Landers said: There are two duplexes [in the sketch D. Stensaas showed].

D. Stensaas stated:

Yeah, and they submitted this to us but it never came to the Planning Commission. It fell hard before they even got it to the Planning Commission, but they submitted this map which kind of shows their concept for a development up there and I wanted to show you this with the approximate lines of the parcel outlined there, for what could be developed in the future, I think what the residents of the area could expect to see. I mean, this is certainly possible. Multi-family of course can be a lot of different things, but this is probably about as dense a facility as you could put on a lot and that's what a developer would probably want to do to maximize their investment. So, I just thought I'd throw that in there. And we notified the Director of County Land Bank that we were going through this process, and the neighbors were notified of course, as a typical rezoning process. We lost a lot of digital data that we had for some projects when we had a data breach at the city about 10 years ago, and we lost the original site plans that were submitted for this project, the digital site plans. This was one of the only things that remained that shows the original intent for the PUD [showing a black and white sketch], it seems to be kind of pre-development submittal for the site plan, for the project. So like I said, it did change quite a bit with amendments over the years, but that is what it was supposed to look like in the beginning.

S. Mittlefehldt stated:

Okay, and so since this is coming from city staff, kind of making things right, we don't have an applicant per se. I know you did send notice. Do we have any correspondence to hear from on this topic?

D. Stensaas stated: No.

S. Mittlefehldt stated:

Okay, moving on to public testimony, is there anyone here who would like to come up and provide comment on the potential zoning of this property? Nobody? Then moving onto Commission discussion. We need a motion to suspend the rules for discussing.

It was moved by M. Rayner, seconded by K. Clegg, and carried 8-0 to suspend the rules for discussion.

M. Rayner stated:

It would just bring it into play with the Master Plan for land use, correct, if I'm understanding this correctly?

D. Stensaas stated:

Right, the future land use map shows Multi-family Residential as the recommended land use for the property.

N. Williams stated:

So, reading Commissioner Bonsall's comments from the time when this case before them in 2021, it sounds like they waived a 2-acre minimum for a PUD.

A. Landers stated:

That was for the County. The thing [sketch] that Dave showed you was actually the last approval that went up, and that isn't the county one. That is the one that we're expiring. The County never finished going through the process. They only went to the Planning Commission for PUD Concept approval, and they only went to the City Commission for a waiver. They never came back because that whole deal fell through. So, that never got rezoned under their PUD, so it's still under the Hawk's Ridge PUD, it's still showing that this would have been a mirror of the multiple family apartment building, or condo building that that was proposed for this last phase, but then they never did it.

N. Williams stated: Got it, and then second, is the Land Bank authority still the owner right now?

A. Landers stated: Currently [yes], but this property is for sale.

W. Premeau stated:

If you look at the topography there, there's very little buildable land there. That drops off in the back straight down so they're limited unless they build a wall like the hotel is doing maybe.

A. Landers stated:

We do have a steep slope ordinance that they would have to follow in the Code for anything in that area that you're referring to, they have to meet all those requirements.

S. Lawry stated:

Regarding that, the drawing up there right now shows a 20 ft. overhang on the building, so there would be 20 ft. of building to be at ground level, or below ground level on the [inaudible]. And I'd like to thank Dave for researching and getting some answers on the utilities. I stopped into his office yesterday to try to get some answers on that. Thank you.

A. Landers stated:

Did you mentioned the access to the site, the new property owner for anyone wanting to develop would have to get approval from the HOAs?

D. Stensaas stated:

Yeah, so this road is privately owned and maintained and so that would be a task that the new buyer would have to contend with, getting permission to use the road, not just to maintain it but for access to, and it's a site that is definitely buildable and usable and hopefully something compatible will be propose there, but it's going to have to come with some negotiation with the Homeowners' Associations.

S. Mittlefehldt asked: Dave, do we need to go through the standards of review for amendments one by one that are in the packet?

D. Stensaas stated: No, I don't really think it's necessary as long as you guys reviewed it and didn't find any issues with it, because this is pretty clear. The Code says this shall be terminated and rezoned.

S. Mittlefehldt stated: Okay, if we don't have to do it and long as everyone is good with this does anyone want to make a motion?

C. Gottlieb stated: I'll make a motion.

It was moved by C. Gottlieb, and seconded by K. Clegg, and carried 8-0 that after conducting a public hearing and review of the application and Staff Report for 02-REZ-10-23, the Planning Commission finds that the previously approval Planned Unit Development zoning for the property is invalidated per the standards of Land Development Code (LDC) section 54.323(l)(6), and that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the LDC Section 54.1405, and hereby recommends that the City Commission approve 02-REZ-05-22 as presented. Approval will change the zoning district to Multiple Family Residential (MFR).

D. 03-REZ-10-23 – 905 Lakeshore Blvd. (PIN: 0370190): Requesting to rezone the property located at 905 Lakeshore Blvd. which is zoned Planned Unit Development (PUD) to be zoned Mixed-Use (M-U).

D. Stensaas stated this is exactly the same situation as the last report. So, 905 Lakeshore Blvd., this is the zoning map. It is just north of Crescent Street so the parcel is on, the south part of the parcel fronts Crescent Street and then meets Lakeshore Blvd. and this parcel was approved for a PUD in 2012, Lakeshore Cottage's PUD. The Future Land Use Map shows this as Mixed-Use and of course when this map was adopted in the Community Master Plan, Mixed Use was still a concept zoning district. We didn't have any and so all of these Mixed-Use districts were approved with the Land Development Code and became Mixed Use zoning district. No matter what they were before, they now are Mixed Use for the most part, and so in this case that's really fortunate because the property owner/developer, if they want to continue with, or pick this up again, and they want to build this project, they can pretty much build this almost exactly as it was presented in the PUD without having to go through the rest of the PUD process. They would start with an application for Site Plan Review and because Mixed-Use is very flexible and the actual dimensional requirements of the Mixed Use district are very liberal for development as opposed to Multi-Family, there's a lot of building separation requirement that doesn't apply in the Mixed-Use district. So, in this case, the developer is the owner, still the same property owner, is not really losing out in the way I see it anyway.

A. Landers stated: And as it is, if they wanted to keep it PUD they'd have to start over the whole process again.

S. Mittlefehldt asked: So Mixed-Use would actually be easier for them to achieve the goal?

D. Stensaas stated: It would be very easy. That wasn't an option of course when they applied for this in 2012. The zoning was a different zoning district and they couldn't do that. So, this is exactly the same situation, the property owner is here and I've talked with her and her husband and notified their neighbors, the same stuff as the last project.

S. Mittlefehldt stated: Okay, so there's no official applicants since this is coming from the City, right?

D. Stensaas stated: Right. I should say add to that that this letter in here [showing letter on screen], the property owner did apply for an extension when they were faced with the expiration and so this was approved in 2017, but that extension expired in 2019. So, they have taken advantage of that part of the Code. Their ability to extend approval.

S. Mittlefehldt stated: Okay, and no correspondence on this?

D. Stensaas stated: No.

S. Mittlefehldt opened the public hearing.

Christine Zenti-Emmendorfer, of 900 Lakeshore Boulevard, stated:

I'm the property owner and we've applied for it twice, went through this process. We had a little issue in 2008, well actually a big issue, and then applied again. So, we've gone through this PUD twice and I'm really grateful if you guys go along with this recommendation, then I wouldn't have to go through the PUD again. It's a tedious and I know there's a cost too, so I just want to say I'm grateful and I feel fortunate at this point if this passes. Thank you.

S. Mittlefehldt stated: Do you still have plans to do...

Ms. Zenti-Emmendorfer [interposing], stated:

Well, we have a wonderful plan, for like vintage homes, a beautiful plan I think, but there's just situations that we are not able to proceed right now. I'm happy that we maybe can in the future. I think it would be delightful little kind of neighborhood thing, picket fences, an arbor going into each one, big porches, parking in the back, and making them look like they were built in the early 1900s, the brick-a-brack and that kind of stuff. So, I don't know if it'll ever happen in my lifetime. I'm getting older here but I have some children that might, but thank you. I think I'd said enough.

It was moved by M. Rayner, seconded by K. Clegg, and carried 8-0 to suspend the rules for discussion.

K. Clegg stated:

This seems pretty cut and dry, same as the previous one before. We're leaning into the Future Land Use Map, the property owner is in favor, no correspondence in a negative tone.

S. Mittlefehldt stated: Any other thoughts?

S. Mittlefehldt stated:

I don't know how many of us were on the Planning Commission when we saw a proposal for a hotel just north of this site, but for those who were on the Planning Commission you remember that people were pretty adamant they didn't want a hotel built in this area. So I agree that the intent of making this Mixed Use is great and all the permitted principle uses of Mixed Use I think would be great at that site, but some of the Special Land Uses, and specifically the hotel, because that was a big issue that came up very close to this area - not that the current land owner wants to build a hotel there - but if it gets sold some day and it's available to make use, that would be a potential thing that they could do there, so I'm just wondering do we have any authority to say yes, zone it to Mixed Use, but then put-

A. Landers stated [interposing]:

The city cannot do Conditional Rezoning themselves. So, we can't bring forth the same, it has to be brought by an applicant for Conditional Rezoning, but the Planning Commission, for a hotel as applied for before, will always have those Special Land Use requirements and standards to go through that you guys just did for the other two cases.

S. Mittlefehldt stated:

Sure and Mixed Use, we looked at it recently, it does emphasize residential use, local services, as kind of the priority, and then the commercial applications as secondary to the residential, so as long as...we're clear about what a Mixed Use district is, at least how it's defined in our Code, I think I'm comfortable with it. But, several of us around here, we remember the hotel [application]...and I think a lot of us would agree that it's not maybe a great location for a four story hotel, so just wondering how we move forward with permitting this to make it able to do small scale development, residential, but not commercial hotels.

D. Stensaas stated:

We had a meeting with Russ Soyering from Beckett & Raeder today about land use and zoning. He wanted to go through what we've done with zoning compared to what was in the Master Plan's recommendations, the *zoning plan* is still out there, and this is going to come back around. The consultants have not developed that part of the Code where they're recommending changes to zoning and land use. So, you guys still have the ability to say to them, how about on Lakeshore Blvd. we create a second, this is something we've talked to staff before about is the possibility of having a different Mixed Use district for a Scenic Corridor. So if you want to go there and say there's a different set of standards for this part of the city, for Mixed Uses, that they don't include hotels.

S. Mittlefehldt stated:

That would be fantastic, and that's what I had in my notes is, I know it is designed as a scenic corridor. So, a hotel is the most obvious one, but are some of those other Special Land Uses maybe also not appropriate for scenic corridors... but maybe that's a different conversation that would address that.

A. Landers said:

Yeah, because right now legally we can't make that change. The City itself can't do conditional rezoning.

C. Gottlieb said:

This is an academic question and I'm sorry it's an academic question at this hour, but what happens if we don't pass this?

A. Landers said:

Then you have an expired PUD that they can't do anything with.

D. Stensaas said:

You're making a recommendation to the City Commission, so this is going to go to the City Commission and they have the final say in rezonings. The legislative body has the final say on changing laws, and the zoning map is considered a law in itself, so they'll make the final decision on this.

C. Gottlieb said: So this is a perfunctory exercise.

D. Stensaas said:

This is kind of rare - we do have some rezoning cases that are pretty much a slam dunk - but sometimes that's not the case and the Planning Commission really has a lot of work to do, and their recommendation is very important to the City Commission.

C. Gottlieb said: I don't see a problem with this one. I'm wondering why we are voting on this.

D. Stensaas stated: Because it's the process, you guys have to make a recommendation on rezoning, because you're the advisory body on zoning matters.

M. Rayner said: But this keeps us from a spot zoning situation, too, in that this piece of property then would be contiguous with the other pieces north of it.

K. Clegg said:

I think it should also be noted that we already have, like with the previous case, I wasn't on the Commission at the time, but those same backstops that allowed the Commission to deny the previous hotel exist, and we need to trust the Code and the things that we have.

S. Mitlefehldt stated:

Also, for developers, if a developer wanted to put in a hotel at the site, they would see it in the codes, but if there was a secondary designation then they would know it's not worth your time and effort to go through a public hearing process. That's why I'm liking the Scenic Corridor overlay district or additional requirements for Mixed Use areas or something.

D. Stensaas said he will relay that to Russ Soyryng tomorrow and send him the meeting minutes.

K. Clegg stated I'll make the motion.

It was moved by K. Clegg, and seconded by S. Lawry, and carried 8-0 that after conducting a public hearing and review of the application and Staff Report for 03-REZ-10-23, the Planning Commission finds that the previously approval Planned Unit Development zoning for the property is invalidated per the standards of Land Development Code (LDC) section 54.323(l)(6), and that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the LDC Section 54.1405, and hereby recommends that the City Commission approve 03-REZ-05-22 as presented. Approval will change the zoning district to Mixed-Use.

TRAINING

A. Quick Bites – Music Planning

The Planning Commission and staff briefly discussed the article. D. Stensaas stated that he emailed it to the City's Director of the Arts and Culture office, and she said that she's like the same type of proposal done for theater, art galleries, and other arts. D. Stensaas said that these are things that fit into the Arts and Culture Master Plan and are things that the Arts and Culture Advisory Committee would ideally be able to coordinate, but that they definitely fit into the broad range of community development activities.

COMMISSION AND STAFF COMMENTS

K. Clegg stated:

I'd just like to say I'm glad that we were able to approve the Fisher Street home and serve the potentially homeless population and allow people to have some equity and maintain their dignity in the city while still working together to have a community home.

A. Landers said that there was nothing submitted for the Planning Commission meeting set for 10/17.

D. Stensaas said that if there are no objections he would cancel the 10/17 meeting, as there is not really any need to hold a work session. No objections were stated.

ADJOURNMENT

The meeting was adjourned by Chair S. Mittlefehldt at 8:15 p.m.

Prepared by: kw/iMedat

Edited by D.Stensaas, City Planner and Zoning Administrator, Planning Commission Staff Liaison

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

Consent Agenda

Schedule Public Hearing- Rezoning of 1025 Osprey Court

BACKGROUND:

On October 03, 2023, the Planning Commission conducted a public hearing for the proposed rezoning of a parcel of land addressed as 1025 Osprey Ct. - from a Planned Unit Development (PUD) district to a Multiple-Family Residential zoning district. This request was brought to the Planning Commission by the City Planner, as the PUD's approval has expired and the right to develop per the approved site plans for Hawk's Ridge PUD is terminated per Article 54.323(I)(6) of the City's Land Development Code. The property has been acquired by Marquette County and has been listed for sale in hopes of being developed and producing tax revenue, hence rezoning the property is necessary for development of the property to proceed without undue delay once a developer purchases the property.

After the presentation of the Staff File Review and Analysis, applicant testimony, and a public hearing, the Planning Commission made the following motion:

It was moved by C. Gottlieb, and seconded by K. Clegg, and carried 8-0 that after conducting a public hearing and review of the application and Staff Report for 02-REZ-10-23, the Planning Commission finds that the previously approval Planned Unit Development zoning for the property is invalidated per the standards of Land Development Code (LDC) section 54.323(I)(6), and that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the LDC Section 54.1405, and hereby recommends that the City Commission approve 02-REZ-05-22 as presented. Approval will change the zoning district to Multiple Family Residential (MFR).

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for the November 27, 2023 meeting to consider the proposed rezoning of land at 1025 Osprey Court.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Planning Commission case file 02-REZ-10-23
- ▣ Draft Minutes of 10-03-23 PC Meeting Minutes



CITY OF MARQUETTE
PLANNING AND ZONING
1100 Wright Street
MARQUETTE, MI 49855
(906) 228-0425
www.marquettetmi.gov

MEMORANDUM

TO: Planning Commission
FROM: Dave Stensaas, City Planner and Zoning Administrator
DATE: September 28, 2023
SUBJECT: Public Hearing – Rezoning of 1025 Osprey Court

City staff is requesting that the Planning Commission conduct a rezoning process for the property at 1025 Osprey Court. The right to develop this property per the site plans for the Hawk's Ridge Planned Unit Development (PUD) has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code (LDC):

Expiration. Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats (*Section 54.501*) or final site plans (*Section 54.1402*) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with *Section 54.1405*.

The property is designated as Multiple Family Residential (MFR) on the Future Land Use Map in the City's *Community Master Plan*, and thus that is the proposed zoning district classification that should be applied per Article 54.323(I)(6) of the LDC, and it seems to still be compatible with the current adjacent land uses.

This property has a complicated history, but it was part of the Hawk's Ridge PUD when it was approved initially, in June of 2003. There was an amendment that applied to building on this portion of the PUD in 2005, but the construction did not occur and the developers were later indicted and convicted of defrauding an investor. In recent years, the County Land Bank worked to extract the current 1025 Osprey Ct. parcel from the PUD, legally and physically via land division approval, and they currently are trying to sell the property to get the land. Rezoning the property is thus necessary to prepare for a sale and future development of the property.

Recommended Action:

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above property would be in harmony with considerations required by the Community Master Plan and that the request is in accordance with Section 54.1405 of the Land Development Code - Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

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

After conducting a public hearing and review of the application and Staff Report for 02-REZ-10-23, the Planning Commission finds that the previously approval Planned Unit Development zoning for the property is invalidated per the standards of Land Development Code (LDC) section 54.323(I)(6), and that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the LDC Section 54.1405, and hereby recommends that the City Commission (approve / deny) 02-REZ-05-22 (as presented / for the following reasons / with the following conditions). Approval will change the zoning district to Multiple Family Residential (MFR).

STAFF FILE REVIEW/ANALYSIS

Page 1 of 9

STAFF FILE REVIEW/ANALYSIS

Completed by David Stensaas – City Planner and Zoning Administrator
And Andrea M. Landers – Zoning Official



Case #: 02-REZ-10-23

Date: October 03, 2023

Project/Application: Rezoning from Planned Unit Development (PUD) to be zoned Multiple Family Residential (MFR).

Location: 1025 Osprey Court

Parcel ID: 0514370

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

Current Zoning: PUD - **Expired**

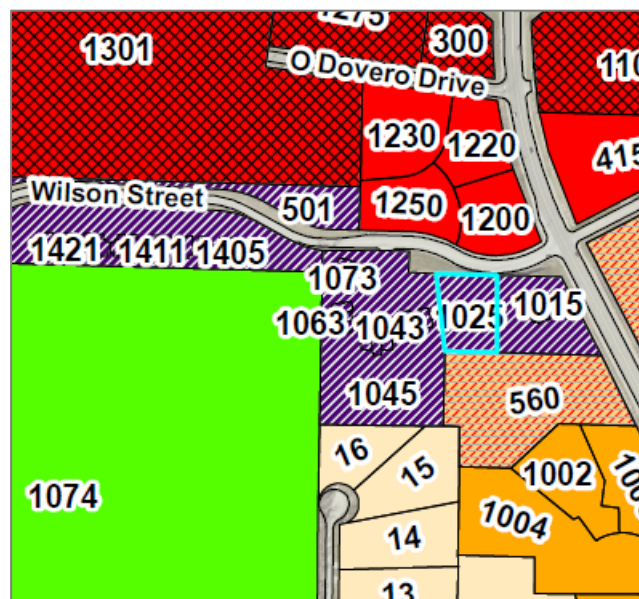
Surrounding Zoning: North: Right of Way, General Commercial
South: Undeveloped – City of Marquette land
East: PUD – Multiple Family Residential only
West: PUD – Multiple Family Residential only

Zoning Districts and Standards:

Existing Zoning

Section 54.323 PUD, Planned Unit Development District - EXPIRED

Parcel 0514370 was a part of the Hawk's Ridge PUD when it was approved, but is no longer part of that PUD. Please see the staff memo for a concise explanation of the parcel and PUD history.



Proposed Zoning

Section 54.309 MFR, Multiple Family Residential

(A) Intent	
The M-U district is intended to encourage and facilitate redevelopment by implementing the following mixed-use policies of the Master Plan: 1. Locations. The M-U district will be located in many areas of the City, with each area unique based on the character of the area and the objectives of the Master Plan. Therefore, the M-U district may be located along strategic corridors or in a major or minor node, such as crucial neighborhood intersections (for example, corner stores in a residential neighborhood). The M-U district is the recommended zoning district in the following Future Land Uses of the 2015 Master Plan Future Land Use Map: Mixed Use and Neighborhood Commercial. 2. Mix Compatible Land Uses. The M-U district will include areas of the city that are appropriate for many types of residential uses and compatible non-residential uses, including a mix of compatible uses in the same building. Examples of mixed-use buildings include non-residential uses on the lower floors and residential uses on the upper floors. 3. Local Services. The non-residential uses in the M-U district are intended to satisfy the need for basic services of the surrounding residential areas, thus reducing the number of car trips required to these areas. 4. Design. Development must be human-scale through appropriate building location near the street to help create a pedestrian-oriented environment that does not conflict with motorized traffic.	
(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Adult Foster Care, Small Group Home • Child Care Center or Day Care Center • Child or Day Care, Family Home • Drive-Through Uses • Dwelling, Accessory Unit • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Dwelling, Two-Family (Duplex) • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Medical Hospital Related Accessory Uses • Medical Hospital Related Office • Medical Hospital Related Uses • Office, Medical • Office, Professional • Outdoor Entertainment and Community Events (Temporary)	• Accessory Use, Non-Single Family Residential Lots • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Halfway House • Homeless Shelter • Hospital • Hospital Hospitality House • Hotel or Motel • Manufacturing, Light • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Alcoholic Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service

STAFF FILE REVIEW/ANALYSIS

Page 3 of 9

• Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Veterinary Clinic (Domestic Animals Only)	
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	4,800 (C) , (E)	Front Yard (ft.)	0 (E) , (F) , (G)
Min. Lot Width (ft.)	40 (D) , (E)	Side Yard (one) (ft.)	5 (I) , (L) , (N)
Max. Impervious Surface Coverage (%)	(R or S)	Side Yard (total of 2) (ft.)	13 (I) , (L) , (N)
Max. Building Height of Primary Building (ft.) (P)	44 (N)	Rear Yard (ft.)	20 (J) , (L) , (N)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

54.403 Footnotes to Schedule of Regulations

(C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC, and MFR Districts. In the MDR, M-U, TSC, and MFR District, the minimum lot area for a two-family dwelling (duplexes) is 6,000 sq. feet.

(D) Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR M-U, TSC, and MFR Districts. In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a two-family dwelling (duplex) is 50 feet.

(E) Minimum Lot Area and Width for Three Family and Four Family Dwellings in the M-U, TSC, and MFR Districts.

(1) In the MDR, M-U, TSC, and the MFR District, the minimum lot area for a three-family and four family dwellings is 9,000 sq. feet.

(2) In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a three-family and four family dwellings is 75 feet.

(F) Minimum Front Yard Setback in the M-U and GC Districts. In the M-U and GC districts, the minimum front yard setback is 0 ft. if there is at least a 10-foot distance between the front lot line and the curb/edge of the street. If there is not at least a 10-foot distance between the front lot line and the curb/edge of the street in these districts, the minimum front yard setback shall be increased accordingly so that the minimum separation distance between a structure and the curb/edge of the street is at least ten (10) feet.

(G) Maximum Front Yard Parking in the M-U and GC Districts. Although there are no maximum front yard setbacks in the M-U and GC districts, refer to [Article 9](#) for the maximum allowable parking in the front yard of the M-U ([Section 54.902\(E\)\(3\)](#)) and GC ([Section 54.902\(E\)\(4\)](#)) districts.

- (I) Reduced Side Yard Setbacks in the M-U, CBD, and GC Districts.** In the M-U, CBD, and GC districts the side yards may be eliminated under the following conditions:
- (1)** The side walls are of fireproof construction and are wholly without opening.
 - (2)** The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.
- (J) Modified Rear Yard Setbacks in the M-U and CBD Districts.** In the M-U and CBD districts the required rear yard may be measured from the center of an alley abutting the rear lot line, provided the structure is not located in the alley.
- (N) Height Exceptions and Increased Setbacks for Principal Buildings in the MFR and M-U Districts.** If the subject lot is adjacent to a lot zoned LDR, MDR, C, or CR, any portion of the building higher than 36.5 feet must be setback at least 8 feet from a minimum front yard setback line and at least 10 feet from any other minimum yard setback line.
- (P) Height Exemptions.** There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use. Items attached to a building such as chimneys, weather vanes, lightning arrestors, etc. may be exempt as well.
- (R) Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts, and single-family and two-family dwelling units in other zoning districts:** The maximum impervious surface coverage of a lot in the LDR and MDR Districts, and single-family and two-family uses in all other zoning districts shall be based on the lot areas as follows:
- | Maximum Impervious Surface Coverage Based on Lot Area |
|--|
| 60% of the lot area up to 8,712 sq. ft. (1/5 acre or less); plus |
| 50% of the area of the lot between 8,713 sq. ft. and 21,780 sq. ft. (1/2 acre); plus |
| 40% of the area of the lot between 21,781 sq. ft. and 43,560 sq. ft. (1 acre); plus |
| 30% of the area of the lot over 1 acre |
- (S) Storm Water Management.** For all uses except Single-family and Two-family dwelling units, please refer to Section 54.803 Storm Water Management. For Single-family and Two-family dwelling units, please refer to item Q above.
- (T) Landscape Buffer and Greenbelt Requirements.** The minimum setbacks may be increased in accordance with the landscape buffer and greenbelt standards of [Section 54.1003\(D\)](#).

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

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

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
M-U	15 (a)	15 (a)	N.A.	N.A.	N.A.	N.A.	N.A.	20 (a)

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

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

Section 54.1405 Zoning Ordinance Amendment Procedures

(A) Initiation of Amendments. The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.

(B) Application for Amendment. Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission.

Application accepted.

(C) Amendment Review Procedures.

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

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, October 3, 2023.

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

The Planning Commission is being asked to make a recommendation at their meeting on October 3, 2023.

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

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

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

This property is designated for *Multiple Family Residential (MFR)* on the *Future Land Use Map* of the Community Master Plan (CMP) and is designated as a *Planned Unit Development* district on the *Proposed Zoning Map* (excerpts attached). Approval of the Rezoning will amend the Official Zoning Map and the CMP's *Proposed Zoning Map* (which is presently being updated via the CMP Renewal Project) will be updated with the new M-U designation.

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

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

Please see above - "Zoning District and Standards".

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

No problems are anticipated in regard to Osprey Ct. or Wilson St.

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

There are no problems anticipated.

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

There has been a change in conditions as approval for the PUD has expired, and there was no related errors in the Zoning Ordinance.

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

The proposal will not result in any substantial changes that would make exclusionary zoning more likely.

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

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

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

The proposed rezoning would allow all of the possible land uses for a Multiple Family Residential zoning district.

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

There are no issues anticipated in this regard.

- (10) Alternative Zoning Districts. If a rezoning is requested, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

The LDC requirement for rezoning an expired PUD on sec. 54.323(I)(6) makes the specified district on the Future Land Use Map the only viable alternative.

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

A text amendment would not be appropriate due to the requirements for rezoning an expired PUD, per LDC section 54.323(I)(6).

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

The adjacent land use in the Hawk's Ridge PUD is multi-family residential, and to the west along Wilson St. there is a combination of single family and multi-family residences in the Harlow Farms and Mill Creek developments.

- (E) Notice of Adoption of Amendment. Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Amendments shall take effect eight (8) days after publication. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk or his/her designee, which shall identify all map amendments. The required notice of adoption shall include all of the following information:
- (1) In the case of a newly adopted Zoning Ordinance, the following statement: "A zoning ordinance regulating the development and use of land has been adopted by the City of Marquette."
 - (2) In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).
 - (3) The effective date of the ordinance or amendment.

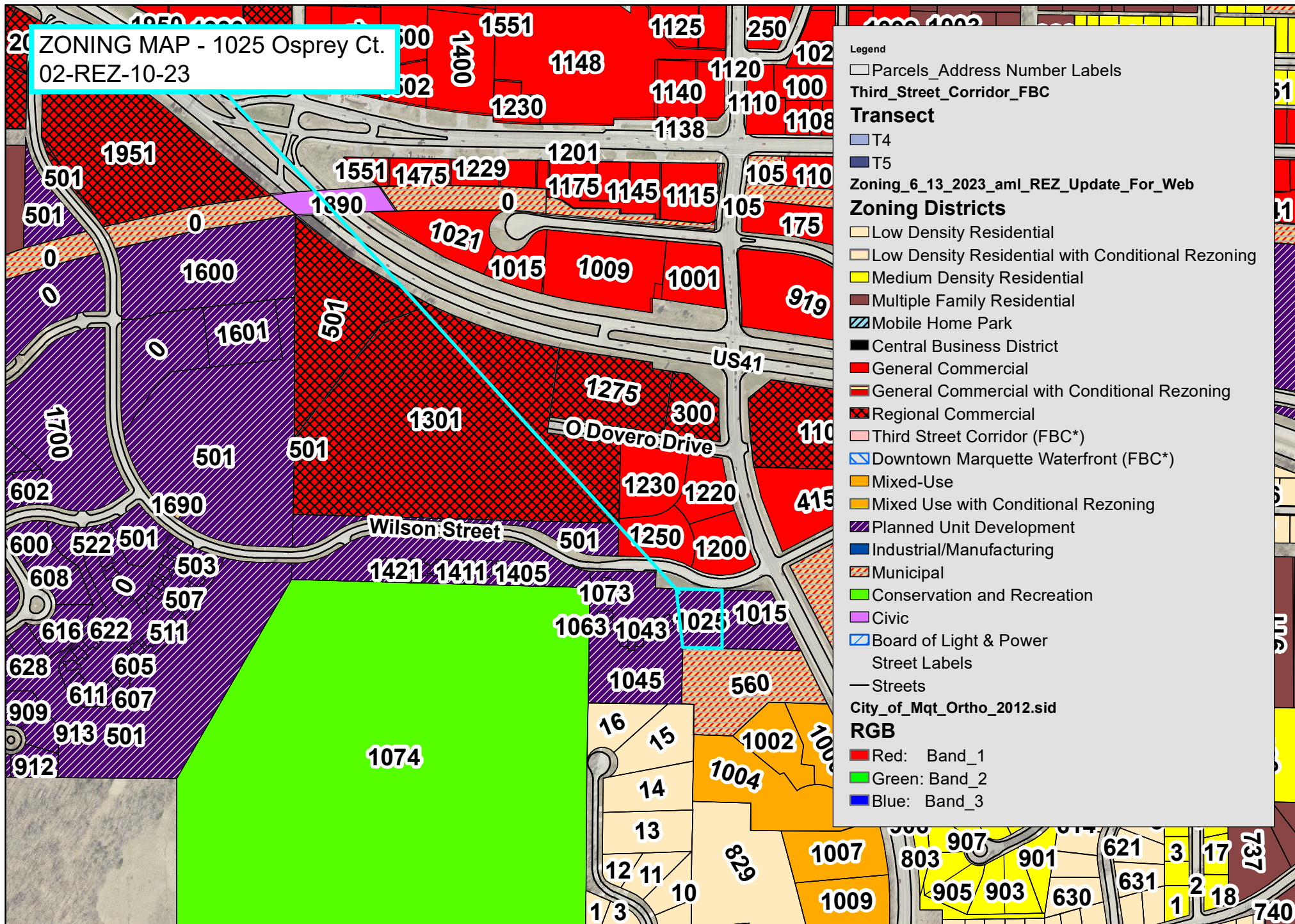
If the proposed zoning amendment is adopted by the City Commission the requirements of this section will be met.

Additional Comments:

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

Attachments:

1. Existing Zoning Map Excerpt
2. Future Land Use Map
3. Location, Site and Utility Map
4. First Site Plan/Site Layout Map of Hawk's Ridge PUD
5. Phase 2 Map for the 1025 Osprey Ct. parcel area of Hawk's Ridge PUD
6. Memo RE Public Hearing to Property Owner
7. Publication Notice



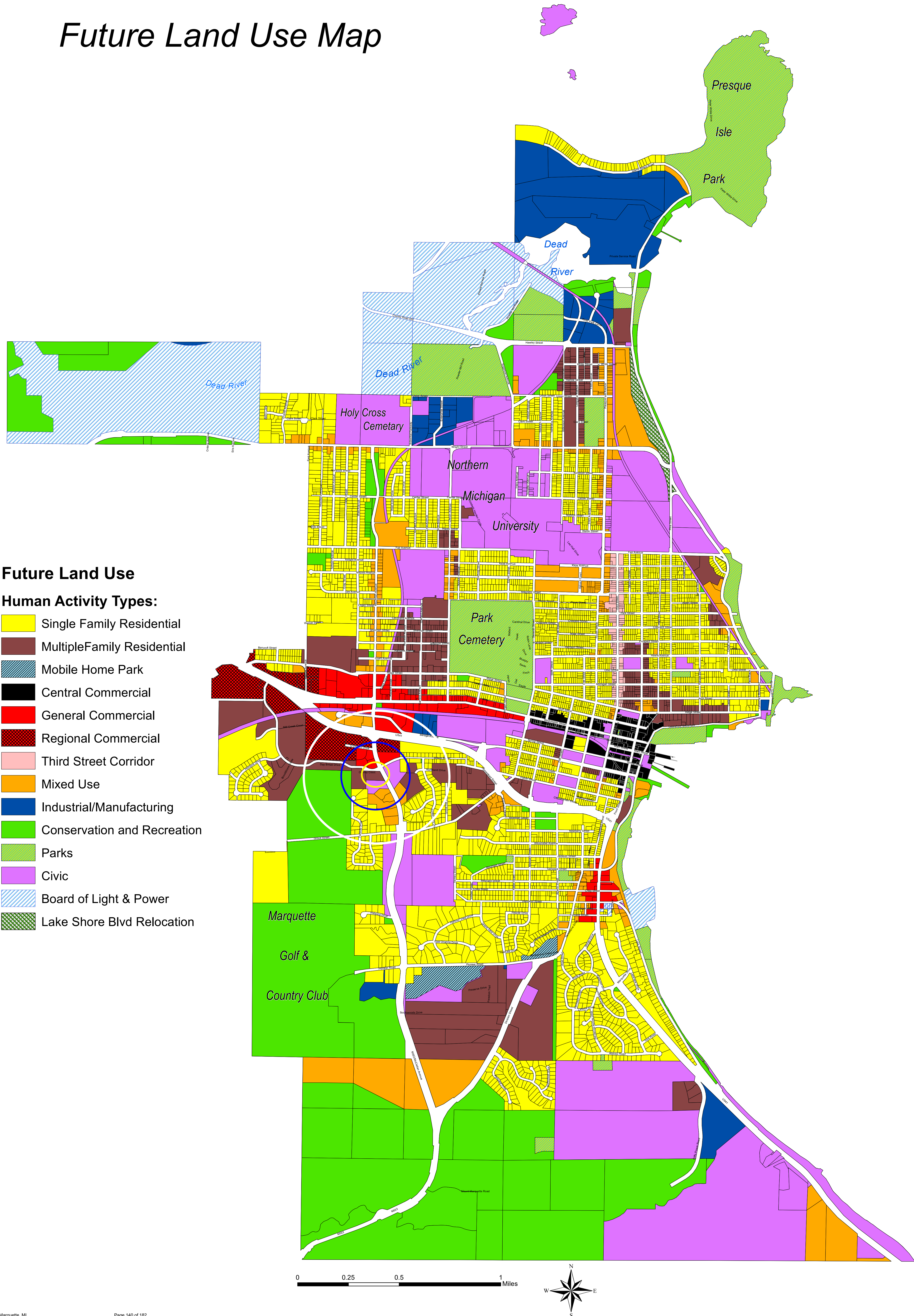
In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. Page 10 of 11

City of Marquette, MI
information.

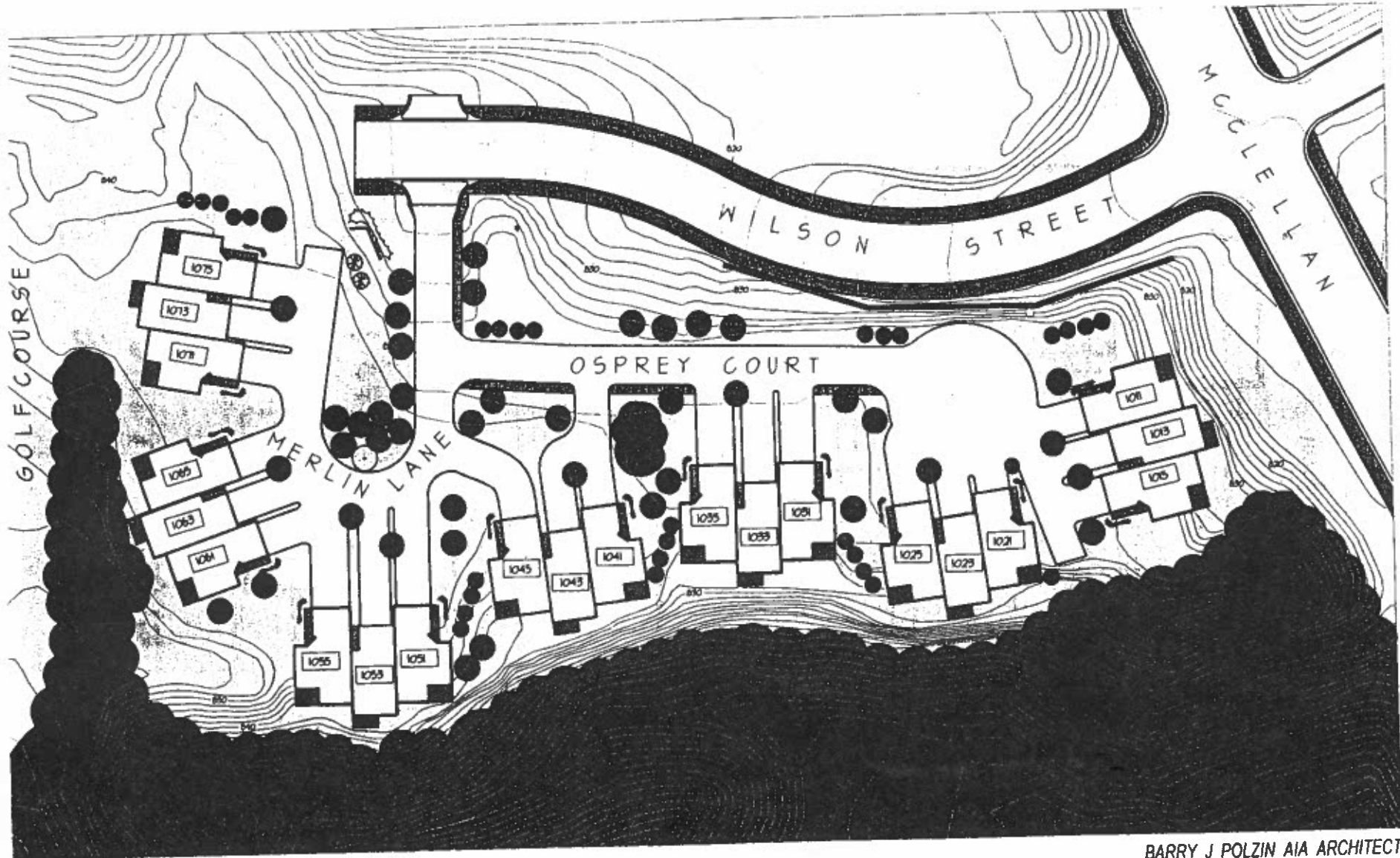


MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



Original Hawk's Ridge Site Plan
Site Layout Map

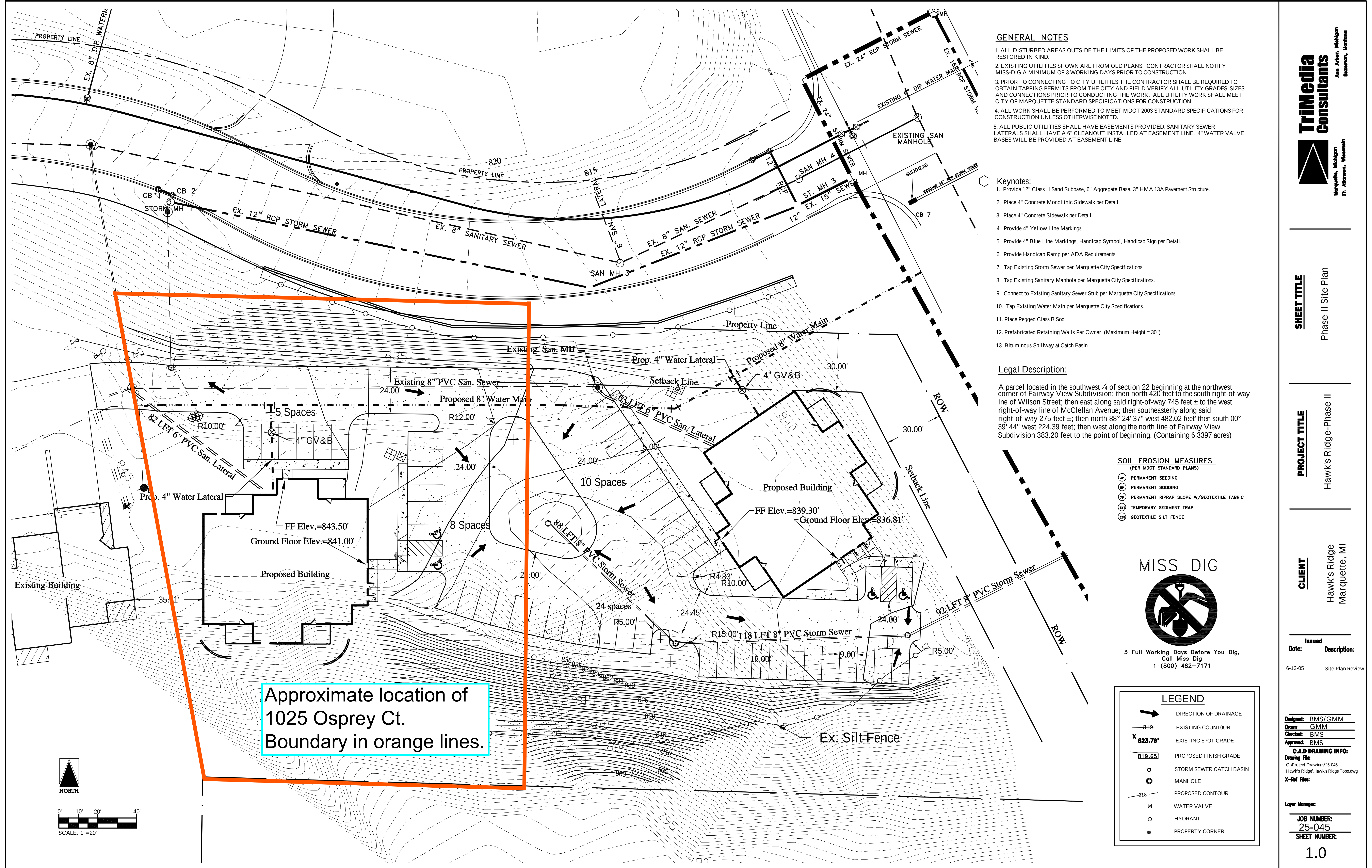


BARRY J POLZIN AIA ARCHITECT

HAWK'S RIDGE
MARQUETTE, MICHIGAN

SITE PLAN
SCALE NORTH

IRON BAY DEVELOPMENT LLC



- GENERAL NOTES**
1. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF THE PROPOSED WORK SHALL BE RESTORED IN KIND.
 2. EXISTING UTILITIES SHOWN ARE FROM OLD PLANS. CONTRACTOR SHALL NOTIFY MISS-DIG A MINIMUM OF 3 WORKING DAYS PRIOR TO CONSTRUCTION.
 3. PRIOR TO CONNECTING TO CITY UTILITIES THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN TAPPING PERMITS FROM THE CITY AND FIELD VERIFY ALL UTILITY GRADES, SIZES AND CONNECTIONS PRIOR TO CONDUCTING THE WORK. ALL UTILITY WORK SHALL MEET CITY OF MARQUETTE STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 4. ALL WORK SHALL BE PERFORMED TO MEET MDT 2003 STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS OTHERWISE NOTED.
 5. ALL PUBLIC UTILITIES SHALL HAVE EASEMENTS PROVIDED. SANITARY SEWER LATERALS SHALL HAVE A 6" CLEANOUT INSTALLED AT EASEMENT LINE. 4" WATER VALVE BASES WILL BE PROVIDED AT EASEMENT LINE.

- Keynotes:**
1. Provide 12" Class II Sand Subbase, 6" Aggregate Base, 3" HMA 13A Pavement Structure.
 2. Place 4" Concrete Monolithic Sidewalk per Detail.
 3. Place 4" Concrete Sidewalk per Detail.
 4. Provide 4" Yellow Line Markings.
 5. Provide 4" Blue Line Markings, Handicap Symbol, Handicap Sign per Detail.
 6. Provide Handicap Ramp per ADA Requirements.
 7. Tap Existing Storm Sewer per Marquette City Specifications.
 8. Tap Existing Sanitary Manhole per Marquette City Specifications.
 9. Connect to Existing Sanitary Sewer Stub per Marquette City Specifications.
 10. Tap Existing Water Main per Marquette City Specifications.
 11. Place Pegged Class B Sod.
 12. Prefabricated Retaining Walls Per Owner (Maximum Height = 30")
 13. Bituminous Spillway at Catch Basin.

Legal Description:

A parcel located in the southwest ¼ of section 22 beginning at the northwest corner of Fairway View Subdivision; then north 420 feet to the south right-of-way line of Wilson Street; then east along said right-of-way 745 feet ± to the west right-of-way line of McClellan Avenue; then southeasterly along said right-of-way 275 feet ±; then north 88° 24' 37" west 482.02 feet then south 00° 39' 44" west 224.39 feet; then west along the north line of Fairway View Subdivision 383.20 feet to the point of beginning. (Containing 6.3397 acres)

- SOIL EROSION MEASURES**
(PER MDT STANDARD PLANS)
- PERMANENT SEEDING
 - PERMANENT SODDING
 - PERMANENT RIPRAP SLOPE W/GEOTEXTILE FABRIC
 - TEMPORARY SEDIMENT TRAP
 - GEOTEXTILE SILT FENCE

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- LEGEND**
- DIRECTION OF DRAINAGE
 - EXISTING COUNTOUR
 - EXISTING SPOT GRADE
 - PROPOSED FINISH GRADE
 - STORM SEWER CATCH BASIN
 - MANHOLE
 - PROPOSED CONTOUR
 - WATER VALVE
 - HYDRANT
 - PROPERTY CORNER

1025 Osprey Court – Site Photos



View looking west across 1025 Osprey Ct., in front of the Lofts at Hawk's Ridge building.



View looking south across 1025 Osprey Ct., with the Lofts at Hawk's Ridge building on the left and Hawk's Ridge buildings at right.



View to the south of Osprey Court adjacent to the 1025 parcel. Wilson St. is just below, with the junction of Osprey Ct. just out of sight on the left side of the photo.



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

MEMORANDUM

TO: Anne Giroux, Executive Director – Marquette County Land Bank Authority
FROM: Dave Stensaas, City Planner and Zoning Administrator
DATE: September 6, 2023
SUBJECT: **Rezoning of 1025 Osprey Court**

City staff will be initiating a rezoning process for your property at 1025 Osprey Ct. and bring the request to the Planning Commission on October 3, 2023. The right to develop this property per the site plans for the Hawk's Ridge Planned Unit Development (PUD) has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code:

Expiration. Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats (*Section 54.501*) or final site plans (*Section 54.1402*) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with *Section 54.1405*.

The property is designated as Multi-Family Residential (MFR) on the Future Land Use Map in the City's *Community Master Plan*, and that will be the zoning district classification that will be proposed by staff for the rezoning, and that is the only zoning classification that is likely to be found compatible with the current adjacent land uses. Please share this information with the property's prospective buyer.

Cc: City Attorney, Zoning Official, Director of Community Development

September 14, 2023

Dear Property Owner or Occupant:



RE: Notice of PUBLIC HEARING before the Marquette City Planning Commission regarding: **02-REZ-10-23 – 1025 Osprey Ct. (PIN: 0514370)**

The City of Marquette is requesting to rezone the property located at 1025 Osprey Court which is zoned **Planned Unit Development (PUD)** to be zoned **Multiple Family Residential (MFR)**. The right to develop this property per the site plans for the Hawk's Ridge Planned Unit Development (PUD) has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code. The property is designated as Multi-Family Residential (MFR) on the Future Land Use Map in the City's *Community Master Plan*.

You are being notified of the public hearing referenced above because you own or occupy property within 300 feet of the property.

The public hearing for this request will be at 6 p.m. in the Commission Chambers at City Hall on Tuesday, **October 3, 2023**. If you wish to comment on this matter, you may do so at that time.

Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov. Written submissions will be accepted until 12:00 p.m. on October 3, 2023.

The Land Development Code language pertaining to the request is available for review at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday. Otherwise, you can request to have the material e-mailed to you by e-mailing alanders@marquettemi.gov. You can also view the Land Development Code on our website at www.marquettemi.gov.

Please contact me if you have any questions at 906.225.8383 or e-mail alanders@marquettemi.gov.

Sincerely,

Andrea Landers

Andrea M. Landers
Zoning Official

**OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY PLANNING COMMISSION
October 3rd, 2023**

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00 p.m. on Tuesday, October 3rd, 2023, in the Commission Chambers at City Hall.

ROLL CALL

Planning Commission (PC) members present: W. Premeau, K. Clegg, S. Lawry, Vice-Chair N. Williams, M. Rayner, D. Fetter, C. Gottlieb, Chair S. Mittlefehldt.

PC members absent: A. Andres (excused).

Staff present: Zoning Official A. Landers, City Planner & Zoning Administrator D. Stensaas

AGENDA

It was moved by S. Lawry, seconded by M. Rayner, and carried 8-0 to approve the agenda with the addition of an item of correspondence received today for case 05-SUP-10-23, a letter from the Fire Dept. to the 616 Fisher St. property owner and related to the 06-SUP-10-23 case, and site photos for each of therezoning cases.

MINUTES

The minutes of 09-05-23 were approved as presented, by consensus.

CONFLICT of INTEREST

There were no conflicts of interest stated.

PUBLIC HEARINGS

A. 05-SUP-10-23 – 3201 Division St. (PIN: 0515980): Special Land Use Permit for an expansion of their Land Intensive Recreational Use

A. Landers stated that staff have reviewed a Special Land Use permit for an expansion of a Land Intensive Recreational Use to add a vault toilet structures, parking lot expansion and improvements, pedestrian and bike safety improvements, site improvements, and designate a picnic area, located at 3201 Division Street. She also stated that the Planning Commission should review the Special Land Use application and attachments, Site Plan Review application and site plan, along with the support information provided in this packet, and determine whether or not the proposed Special Land Use is in compliance with the City of Marquette Land Development Code, more specifically, the Special Land Use Standards in Section 54.1403, the Site Plan Review Standards in Section 54.1402, and Land Intensive Recreation Use Standards in Section 54.641.

She discussed and showed on wall monitors the attached Staff Report/Analysis and attachments, the Special Land Use application, Site Plan Review application, site plan, and background information related to previous approval for a Conditional Land Use permit. She expanded on the Staff Report items, showing maps, photos of the site, site plans, and pointed out the area around the driveway entrance that is owned by Cliffs Natural Resources that the NTN is in the process of purchasing. She also read an item of correspondence from Mark and Erin Ellison that was received by email this morning (10/03/23) in opposition to the proposal.

Ms. Lori Hauswirth, Director of the Noquemenon Trail Network (NTN), stated that she and Traci Goebel are here for the NTN. She also stated:

One correction to the staff description is that this is an expansion of an existing parking lot, it's not a new parking lot. Just for clarification on that, it basically is to serve the public, the recreational use is public. We see a lot of use at that trail head, and right now we basically have a temporary toilet that's serviced

monthly, that isn't serving the waste needs of the facility based on the public use that's happening there. We want to make the parking lot flow a little bit better which is part of the design so people are parking in a more organized fashion there, to increase that capacity as well as grading the parking lots, we currently use the entrance for safety for people exiting and entering that spot. As we know, that's a pretty dangerous piece of highway there. There's a lot of discussion around that. We didn't know we didn't own the entrance until we started this process, which was a surprise to us. CCI is actually quit-claiming that piece of property, which you should receive the additional correspondence that that is in the works. They're in the process of filing that (inaudible) have to report that. I will let Tracy speak a little bit to you and make the landscaping of the layout of the design.

Ms. Traci Goebel stated that she was an NTN board member and the engineer of record for the project. She also stated:

So, Lori covered the high points. I would say the parking lot itself is being nominally expanded on the southwest and north end edges by 20 to 40 ft. roughly, to really increase the organization of the parking lot, accommodate one way traffic and a loop around there, also to accommodate some larger vehicles with trailers in the designated parking area for those, because right now they come in and they just park and it prohibits other people from parking there in high use times. We are raising the entrance up at MDOT's recommendation, approximately 3 feet, to improve visibility and improve ingress and egress and also partially paving it, just at their recommendation. Beyond that, I guess I don't have anything to add. We're trying to do I guess a little bit of landscaping, a little bit of aesthetic improvements in the parking lot, and those also double as storm water management.

S. Mittlefehldt asked - Do any Commissioners have any quick questions of clarification while we have the applicants' up?

C. Gottlieb asked - When is the, you said there's a quit-claim deed coming?

Ms. Traci Goebel stated we were provided with their signed copy on Friday and they expected it to be sometime this week that they get the signed copy out, the original.

C. Gottlieb asked - Cleveland-Cliffs have signed a quit-claim deed already and that's being, where is it right now?

Ms. Traci Goebel said - I think we got an electronic copy and they're mailing the final copy, and it needs to be recorded.

D. Fetter said - You mentioned one-way traffic. Will there be signage included to be able to support one-way?

Ms. Goebel stated:

Yes, that's our plan at the entrance island there, it's the green one you see we'll have the (inaudible), NTN South Trails parking lot and then one-way traffic with some indications supporting that.

S. Mittlefehldt said - I just have a question about the paving, so you said it's partially paved?

Ms. Goebel stated:

It's actually shown on the drawing, the darker shaded park off of M-553 where Andrea's operating the mouse right now, just that area just to give it just a little traction.

Ms. Hauswirth stated:

We see people spinning on the gravel is a pretty regular thing, so we wanted to do what MDOT recommended, and that one safety improvement was the elevation, and the paving that they suggested when we've had conversations with them.

C. Gottlieb asked - And there's a culvert that will go in just beyond the paving?

Ms. Goebel stated:

Right now the design shows a culvert, actually it's called an under drain, it goes from that- it's hard for me to-

A. Landers stated the dash lines here?

Ms. Goebel stated:

The dash- well there's a culvert there and it will go across under sort of along the road right of way. That is subject to MDOT approval on sizing and then there's also an under drain that goes to the storm water collection area, which is from the south side of that long island over to the storm water collection area, because basically that is a bioswale kind of similar to what is at the Co-op, if you're familiar with that parking lot, a depression, water flows down and then it collects in a catch basin and goes across.

S. Mittlefehldt said - I know Commissioner Lawry mentioned, but just a follow-up so is that dash line, is that underneath or is that just the drainage from that middle part?

Ms. Goebel stated:

So yes, there's a culvert underneath [inaudible] that goes from storm water detention, a small storage area across to just an existing drainage area right now that ultimately will just be the [inaudible], and there's also one that is underground across to-

S. Mittlefehldt said - Okay, so draining the middle portion?

Ms. Goebel stated: Correct.

S. Mittlefehldt said - Great, and Commissioner Lawry, do you have a question?

S. Lawry stated:

A couple of them, yes, the different regarding the landscape plan it's the packet shows I believe concrete wheel stops aligning the edges of the parking wheel stops outlining the edge of the space which really helps to provide some order to parking, but that's the only place I've seen them and they weren't called out in the notes so I'm wondering are they included or are they not?

Ms. Hauswirth stated: Yeah...because it is going to be a ground parking lot, that'll be the thing that helps define the spots. We need to add some, but yeah.

S. Lawry stated: And how do you intend to define the pedestrian cross-walks that you have there?

Ms. Goebel stated: With some signage in the gravel area.

Ms. Hauswirth stated: It'll be finer gravel, it's all packed surface.

S. Lawry stated:

Okay so visually with a different surface texture and you mentioned one sign indicating the direction of traffic flow at the entrance...so hopefully those are part of any revised plan that you submit, you could indicate your total traffic control system. And I also had a question about is there a water source on site right now?

Ms. Hauswirth stated: There is not.

S. Lawry stated: How do you intend to maintain the vault toilet?

Ms. Hauswirth stated: We will need to haul in the water to do that, if and when it's necessary.

S. Lawry stated: Okay, you will do that with NTN staff, or contract with the service that's providing your toilet service?

Ms. Hauswirth stated: We'll be weighing our cost to that, to see what works best.

S. Lawry stated: Okay, well having maintained a number of them for different municipalities in the past, they do require frequent cleaning.

Ms. Hauswirth stated: We have vault toilets at our Forestville trailhead, so I am well aware of the needs, thank you. [Laughs]

S. Lawry stated: One other question, has SEMCO reviewed these plans at all?

Ms. Hauswirth stated:

Initially, when we were developing the concept for the project, we did meet with SEMCO. They came out to the site and we are aware of their coverage requirements. They have to be on site for all earth moving in the vicinity of the pipeline, that's in the comments for the drawings set, and there's approximately 7 to 8 ft. of cover over that pipeline right now in this area, and they need a minimum of 3 feet, but I think the design, because we're going to do some regrading has 4 to 4-1/2.

S. Lawry stated: They also have some concerns about adding material when traffic is going to be driving over the pipes, so I guess that's something to explore with them as well. Okay, thank you.

S. Mittlefehldt said: Any other questions?

K. Clegg asked: In your drawings, it talks about lights. Are there lights on the property right now?

Ms. Hauswirth stated:

There is one light on the front edge of the parking lot and the building itself has some lights.

K. Clegg asked - Your stated hours of operations are dawn to dusk, just something in addition that you're looking to expand your hours or...?

Ms. Hauswirth stated: No, there are defined hours currently at the location.

K. Clegg stated - Okay.

S. Mittlefehldt stated:

Great, well I think that's all for now. Thank you so much, and correspondence, I think that was it. We heard all the correspondence right, so at this time we can have some public testimony, if there's anyone here who would like to speak on behalf of this project please come up and there's three minutes. She then opened the public hearing. Nobody made comments on the proposal. S. Mittlefehldt closed the public hearing.

It was moved by C. Gottlieb, seconded by S. Lawry, and carried 8-0 to suspend the rules for discussion.

S. Lawry asked a question for staff: Are you able to, on the arial photos, show us where the Ellison house is in relation to the trail head?

A. Landers, showing the location on the map being shown on the three monitors on the room walls, said that they are located right here.

C. Gottlieb asked: 2914?

A. Landers said: 2914

S. Mittlefehldt said: So, actually pretty far away from development, right?

A. Landers stated:

And for clarification, after seeing their email that they sent me today, I looked and they never asked me for materials, so I sent out materials and I explained the materials, so I was able to at least provide them that the expansion is down at the site with the vault toilet and whatnot. I don't know what they were referring to of losing walking trails though, because in that neighborhood, those trails have always been open to everybody, it's just non-motorized trails in that neighborhood.

S. Mittlefehldt stated:

I had a question for staff as well, too, in the packet it talks about how Section 54.1003, in the Land Development Code talks about number of deciduous trees and ground cover, can you explain a little bit about what NTN would have to do to make that requirement?

A. Landers stated:

That's going to need a meeting with NTN. They have to call out, what they're going to call out as their interior parking lot and once they call that out and provide me the square footage, each area of that would determine how many trees. I won't know that until I know where they're going to decide to call it out to, because at a minimum of so much square footage in an area that you're calling out, it requires one tree per, so it's all going to be dependent on their design. That's why I said in my comments that we'll meet with them and discuss it with them.

S. Mittlefehldt said: Okay, so if we make a motion to approve with staff comment, that would be-

A. Landers said: That should be covered with that.

S. Mittlefehldt stated:

Great, well another thing we need to discuss as a Planning Commission is I guess in the packet it mentioned the potential for nuisance. Any additional noise, vibration, dust, fumes, or other nuisance that might affect the surrounding area. I don't see any nuisance issues and the results of this. In fact, it might reduce nuisances with the existing inadequate bathroom facilities. It might actually help address those but that is something we need to discuss. Anybody see any potential for a nuisance?

N. Williams said: I think if anything, it's bring order to this site.

S. Mittlefehldt said: Any other comments?

M. Rayner stated:

The lighting - is it downward facing so it wouldn't interfere? I don't know how close the closest house is.

D. Stensaas said: It's required to be downcast.

M. Rayner said: Okay, it's required.

D. Stensaas said: And some of these things are in your site plan standards that you need to go through.

M. Rayner said: I understand. So, I think the light was the only question I had.

C. Gottlieb said: In reality, the closest dwelling is at least a quarter mile away.

S. Mittlefehldt stated that the Planning Commission will now review the Special Land Use Standards in section 54.1403 of the Land Development Code.

The Planning Commission went through each item one at a time and found that the proposal was in harmony with all fourteen SLUP standards.

S. Lawry stated, regarding item 54.1403(C)(8):

I still have a bit of a concern with the pedestrian crosswalks, they're channeling people between parked cars, they're probably all scattered throughout the parking lot, going between parked cars at this point, so over existing conditions, it's an improvement.

S. Lawry stated, regarding item 54.1403(C)(13):

One thing, I guess, when we looked at the relationship to the correspondent's home, I guess we couldn't really see how the clearing done for the gas transmission main might have affected their view of this property, but it still didn't appear to be something that put them in close proximity and view-wise. Does anybody have any more information that?

K. Clegg stated: In my experience, they're around the corner. They don't have a direct sight-line, from their lot.

C. Gottlieb said: The SEMCO pipeline is closer to 553...I think they were four houses in off of the intersection, so they're far from the SEMCO pipeline as well.

S. Lawry said, regarding item 54.1403(C)(14): The Community Master Plan promotes sports tourism and has a goal to (inaudible).

S. Mittlefehldt stated: The NTN is highlighted in the Plan as a shining light of what we're hoping to do in the community, and this seems very much in harmony with that.

It was moved by K. Clegg, and seconded by C. Gottlieb, and carried 8-0 that after holding a public hearing and review of the site plan set dated September 5, 2023, with supplemental documentation and the Staff Report/Analysis for 05-SUP-10-23, the Planning Commission finds that the request meets the intent and requirements of the Land Development Code Special Land Use Standards in Section 54.1403, the Site Plan Review Standards in Section 54.1402, and the Land Intensive Recreation Use Standards in Section 54.641, and hereby approves 05-SUP-10-23 with the following conditions:

- 1. That an amended plan is submitted to meet staff comments.*
- 2. That the NTN has ownership of the Cleveland-Cliffs Iron Company property for which they are proposing work prior to construction.*

B. 06-SUP-10-23 – 616 Fisher St. (PIN: 0130101): Special Land Use Permit for a Supportive Housing Facility, Permanent and Transitional

A. Landers stated that staff have reviewed the Special Land Use permit for a Supportive Housing Facility, Permanent and Transitional located at 616 Fisher Street. She discussed and showed on wall monitors the attached Staff Report/Analysis for more specific information regarding the Special Land Use application, Site Plan Review application and attachments, and site plan. The Planning Commission should review the Special Land Use application, Site Plan Review application and site plan, along with the support information provided in this packet, and determine whether or not the proposed Special Land Use is in compliance with the City of Marquette Land Development Code, more specifically, the Special Land Use Standards in Section 54.1403, the Site Plan Review Standards in Section 54.1402, and the Supportive Housing Facility, Permanent and Transitional Standards in Section 54.647. She said there was no correspondence received for the proposal.

Emily Belinski said that she and Kim Frost are here to speak on behalf of Superior Connections Recovery Community Organization.

Ms. Belinski stated:

A brief overview, in June of 2021, the City Commission approved the rezoning of the property from medium density residential to mixed-use, for Conditional Rezoning. Since that time, Supportive Housing was added as a Special Land Use and is now allowed under Medium Density Residential zoning. We

probably fit that land use better than the one that we were in under the Conditional Rezoning, so we would like to...we are requesting a Special Land Use Permit to use that property for supportive housing.

Ms. Belinski stated:

We believe it does meet the standards of the Special Land Use review. We believe it is fitting with *medium density residential* as it's within the range of uses, including families of all types. *Use of adjacent lands* - it's surrounded by other MDR properties, a municipal property and there is a Mixed Use property in the vicinity. *Physical appearance* - is that of a house. *Landscaping* - there is consistent grass, concrete and fencing. *Operations of use* - it meets the allowable Special Land Use of supportive housing. Also, further is buffered by a road, an alley and empty lot that has a change in elevation and a sizeable back yard that abuts a wooded portion on the back end of the property on 7th Street. *Time of use and physical and economic relationship* - it's a residential house surrounded by other residential houses within your mixed-use property. *Number of persons or employees* - it houses 16 individuals and that is what the Fire Department determined was the occupancy. They typically have one staff on duty with other staff to make visits through the week, but it would be highly unusual to have more than four staff present at a time. Also, our residents generally do not own motor vehicles so [inaudible] traffic. For *vehicular and pedestrian circulation*, again, that typically there isn't much vehicular traffic as the residents don't generally own cars. Some of them do, but not very many. They do use sidewalks, but they're not generally doing so in large numbers. *Physical characteristics* - I've just referred to the site plan. Public services - I understand that the police captain provided some numbers as to visits and he did mention that it's been increased since the Benders were there. We are serving a slightly different population than the Benders served and overall these people being in housing versus being wherever they might be, in jail or homeless, our community is benefiting because these burdens are not overall increased, they're actually decreased. *Environmental factors* - the types and [inaudible] are in keeping with medium density residential property. And for *site area and potential future expansion areas*, I don't really have any notion of expanding it necessarily, but again it is buffered by a road and alley and an empty lot and our back yard. *Additional environmental factors*, it's similar use to what it has been for years, under the ownership of the Benders. As to the *Master Plan*, we think it does fit the Master Plan, it certainly does provide service or opportunities for people who can easily be excluded based on their different abilities and their economic status, as far as improving the quality of life to routine improvements in education, healthcare, civic engagement, employment, opportunities, arts and culture, recreation. We have community health workers that visit the house and they work with our people on exactly those quality of life factors. And then again, as far as improving [inaudible] economic status [inaudible] a tourist destination, I think it's safe to say that several of our residents would be experiencing homelessness if not for the Fisher Street house and I would not say that more homelessness would be a draw for tourists. Also, we did, I believe there was a communication with the Fire Department...with the Fire Chief and the Fire Marshal and it was a positive conversation, and do you want to speak to that, Kim?

Ms. Frost stated:

We met yesterday with Fire Inspector Fawcett as well as the Fire Chief and it was a super positive meeting with lots of support from them to help us continue the compliance and then also make the home safer for all of its residents, and we provided them a lot of documentation that we're going to use to document inspections and stuff within the home. And I think the only thing I wanted to highlight from what was submitted here was just where it was the Police Captain submitting the number of police visits, I think it's important to realize that the vast majority of those are actually general assistance calls, which means medical calls, and we do have medically fragile people that live there and those are the majority of the response calls that happen there.

S. Mittlefehldt said: Are there any comments, questions from the Commissioners while we have our applicants there? Anybody have any questions about logistics or anything that they submitted or just said?

Ms. Frost stated:

Is this inappropriate, because I want to ask if everyone understands what Fisher Street House is?

S. Mittlefehldt stated:

Well, actually my question was how can you, because in the packet it talked about in-home services that are provided there, like the assertive community treatment program as well as like the community health work program, and then there's also the person who's the on-site manager. So, I guess could you give us a sense of a couple of things. Number one, you mentioned the population served is different than it has historically, so if you could give us a narrative history of how that's changed over time, cause it sounds like there has been some issues and it's been sort of been serving this function like a transitional house.

Ms. Frost stated:

So the Benders operated it initially I think back in the 40s or 50s or whatever. It was truly operated as a boarding home for working men is my understanding and then over time became a boarding home for people who might struggle to live independently and such, and so does have some long-term residents, so I think you're going to hear from a couple who are here to speak to you, but we continue to have some, in a sense, permanent residents that reside in the home, but then we also have some people who we might consider more transitional, but it's not like they're coming in and out every month. We have to go through like the ultimate goal might be to often transition into different kind of housing but it's a long-term process. It might be repaying some debts to a former landlord through subsidized housing or it might be developing health plans that allow them to live more independently so we through the support of the assertive community treatment team, through our community health worker program, work really hard to provide supports to 16 humans who are super vulnerable. Many of them, in fact almost all of them, without Fisher Street will be literally homeless and residing on the streets because they do not meet the criteria to live in subsidized housing and because in addition there's no subsidized housing to be had. It's awful and many of these individuals do not meet the criteria, so it provides an incredibly important function and so we have the ACT team coming in. We have the community health worker program and then recently we were awarded a grant which is going to allow us to have a full-time program supervisor to work with the program to continue to develop it and improve the safety of it and improve the wellbeing for the gentlemen that live there.

S. Mittlefehldt said: Can you give us a sense of how much time will the onsite persons that are supposed to be there, be living there all the time?

Ms. Frost stated:

Yeah, so we have an onsite house manager, a gentleman who's also here tonight and he will talk to you. He's relatively new. We had another gentleman and he's working elsewhere now. So he lives there and then we have the community health workers that come in, sometimes several at one time, sometimes independently, all throughout the week, and then the assertive community treatment team which comes in Monday through Friday. And then this new position is going to allow us to have a program supervisor there full-time, so it will be 40 hours a week and I don't see that position being like necessarily Monday through Friday, 9 to 5. I think there's going to be some variability in that, so we have some evening coverage and stuff.

C. Gottlieb asked: There is not necessarily a 24/7 in-house employee?

Ms. Frost stated: There is, there is the onsite house manager, and he is there 24/7.

C. Gottlieb asked: Never leaves?

Ms. Belinski stated: He will be relieved by this 40 hour staffer.

Ms. Frost stated:

So what's going to happen is with the new program supervisor, I mean, when the vendors lived there, they left, too. They weren't always there. They went and took trips actually and went shopping and all that, but that person is there and then we're going to work to have a schedule where the program supervisors will offset each other and make sure that someone is available in the home.

S. Mittlefehldt stated:

Can you tell us a little bit more about, because we did get the memo from the Fire Marshal and as you mentioned several things were out of compliance, everything from smoke alarms and fire extinguishers, the onsite manager wasn't there, the house was not cleaned. We had a whole list of all these things, so it sounds like you talked to them and got things straightened, so is there a plan to make sure that compliance is achieved for some of the safety issues.

Ms. Frost stated:

Yeah, we had, like I said, a really good meeting, and so a lot of those concerns were addressed and some other stuff. It was right during a period of time where there was a transition between the old manager and the new manager. The old manager had left for work. The new manager came and literally was there, the inspection was around 7 [a.m.] and he got there at 8:30 so it was just like that time period. But, we have a very solid plan with them and like I said, Emily drew up inspection, daily, weekly and monthly inspection charts so that we'll be checking per the Fire Marshal's recommendations for smoke detectors, fire extinguishers, etc.

S. Mittlefehldt said: And that would be the onsite manager?

Ms. Frost said: And the program supervisor, yes.

S. Lawry stated:

I think one of your responses to zoning indicated there was going to be a maintenance plan that was submitted for the property, but it wasn't in our packet. I guess I'm just wondering where that is.

Ms. Belinski stated: I didn't submit it, but I do have it.

A. Landers stated: Is that in the narrative?

S. Lawry stated: I believe so.

A. Landers stated: Yeah, so it was in the packet, that was their maintenance plan right after, it was page three.

S. Mittlefehldt stated: The Fire Marshal also mentioned in the comments maybe having a county signal with the plans. I guess this question is for staff, did the county get a chance to look at the plan?

D. Stensaas stated: Well, the county will, as with any project that gets approved for any kind of zoning compliance, when they move on to get a building permit. We've over the years counseled, well, Ryan Redmond in the past, and I think him and their legal counsel, that they should speak with the County Building Codes. This is I think could possibly be a change of use in the county's scheme of things, so the county has some uses that are more residential, some are more commercial. This use might be different, might trigger them to do other fire protection things that our fire department doesn't require. Sometimes the county requires a building be fully sprinklered, whereas our code, the "Life Safety Code" that the City has in its City Code does not require that. So we've counseled that they talked to county building codes and that's all we can do.

S. Mittlefehldt stated: Okay, but the county, their decision would pre-empt our decision, right [inaudible]?

D. Stensaas stated: No.

S. Lawry asked: You said the 16 residents, that it was based on the fire department's determined capacity, do you anticipate that you will keep pretty close to that number?

Ms. Belinski stated: I anticipate that given the housing crisis, we'll stay at 16. Clearly we would not go over if it would violate the fire code but yeah, I anticipate that based on the housing market and housing

crisis that we will stay at or near 16. We sometimes drop down a little bit if someone transitions out but generally we stay, well, at close to 16.

C. Gottlieb stated: It would be 15 plus the resident manager, so it would be 15 plus 1.

Ms. Belinski stated: Correct.

S. Lawry asked: Is it strictly male?

Ms. Belinski said: Yes.

S. Mittlefehldt opened the public hearing.

Amy Hale, of 53 Forrest Park Drive, Marquette, stated:

I work for Pathways and a lot of this is going to be redundant, what was already said, Pathways has been coming into this home - my one co-worker has been there for almost 30 years and Pathways has been coming into that home before he was hired. We go in there Monday through Friday. We prompt meds. We support individuals to doctor's appointments, other [inaudible] care, shopping, community supports. Most of the folks that we see there have a serious persistent mental illness, such as schizophrenia, schizoaffective disorder, we also have our trained psychiatrist. Some of the folks that just cannot leave for various reasons. Our trained psychiatrist from our program will actually go into the home, provide treatment in the home at the Fisher Street. It's been my experience when we've had to place individuals there at the Fisher Street home, they come from either a really bad place, they're getting kicked out of their apartment, and they thrive at Fisher Street. There's the supports, there's the other individuals that necessarily would not talk to them if they lived in their own apartment, so it's always really neat to see how they thrive in that setting. It's been my experience that if it wasn't for the Fisher Street, some of our individuals actually would become homeless, just as we know there's nowhere else in the community for them to go. Some that live there don't want to go anywhere else and I think that's a fantastic thing to consider, that this is their home. Some that live there would like to go elsewhere, they just don't have the resources, the support, background checks, all of that, they would not pass. So, the Fisher Street provides that home as well. And I just also want to say that I just came back from a three week deployment from the American Red Cross providing disaster mental health from Hurricane Idalia. When the shelters were closing there, and there were individuals that had nowhere else to go, we were expected to provide them resiliency kits. Those resiliency kits consisted of a tarp, a tent, and a sleeping bag, and that was inside a wagon, and that's how we had to have them leave the shelter. If Fisher Street were to close, we would be in that same boat, watching those that have lived there for many years be asked to leave. This decision would be devastating for those individuals that use their home of many years. It would also be devastating for their families. As mentioned before, they're already contributing to the homeless concerns. I don't think we need to go down that road. The individuals that live at the Fisher Street home deserve more than a resiliency kit. They deserve a place to call home and that's what we have at Fisher Street. Thank you.

Cindy Lack, of 124 E. Magnetic St., stated:

I am a retired physician, retired almost two years now, and I previously, before I retired, worked at the homeless shelter for a while, so I haven't done it for a few years but speaking from that experience and also from just a health standpoint, we don't need less of this, we need more of these kind of places because these are the people that don't fit in anywhere else. I mean, our whole system of taking care of mentally ill people has changed and it's not been great, the results have not been great. We used to think institutions were bad places, but the other part of working with the homeless is that I've worked with Kim and we've tried to get an apartment for these people and they don't do well. They don't do well. We've done visits and found them deceased. That's how bad they do. And so, they need each other and they need support. They need support of this community and we can't just kick it down the road. That's what we always do, and it doesn't go anyplace better, it only gets worse. So, let's see, I totally agree with what the woman just spoke about, all the benefits of being in this type of environment and it's potentially the perfect spot. It's kind of isolated. There's not a lot of people that might be afraid of these people, because that is definitely a reaction to mentally, and I actually don't, I haven't been recently, but they've

been up there for a reason. They don't fit in society, and so I think as I consider myself a Christian, our job is to take care of these people, not to try to break up what we do have. I mean, it's precious little that we already have and so to have less of that to me is, I would actually call it immoral. I don't mean to be judgmental, but I just think that these people don't have any power. We are their power. They don't have- they have nothing to give us except themselves and most of us stay with them because they give us a lot. They keep us humble. They keep us with gratitude for what we do have and I really don't mean to be judgmental, but I think that they just always get the short end of the stick. This is an opportunity to not do that, so thank you.

Pauline Duren [sp.?], of 580 Cox Ave., Apt. 215, in Marquette, stated:

This is my son Todd. 30 years now, he's been living in this home. There have been several changes during those years, including change of caretakers. I have gone to several home meetings and what I have experienced was a group of residents sharing their thoughts and concerns with their new caretakers as well as for the caretakers listening and addressing their concerns. They are also creating incentives to give the residents a purpose and a meaning, leaving the residents with a feeling of self-worth, which we all need to feel. With that being said, they are one big family, helping each other out, living under the same roof.

Stephanie Bryan, stated:

I'm a case manager for the community (inaudible) program at Superior Connections. I've had the privilege of working with many individuals by including most of the gentleman who resides currently at 616 Fisher. I have worked with most of them in one capacity or another and I've even gotten to know them and their families oftentimes. The men at 616 Fisher are individuals with varying combinations of mental illness, cognitive impairments, physical disabilities and/or substance use disorder. Many of them have criminal backgrounds due to their mental illness, traumas or other variables, and while with all that considered it may seem like the house would be full of chaos, outbursts, mischief - that is just not the case. To deny there are any interpersonal conflicts here and there would be silly, as is the case anywhere, much less when you refer to communal living situations and then mental illness and what have you, but it's just not the case. It's actually really well functioning. When there are struggles within the house, the residents have our phone numbers and access to us as well as, of course, the live-in house manager, so we are all able to help them overcome the moment using guidance and support from trained and compassionate staff. The majority of the days and nights at 616 Fisher are full of laughter, comradery, helpfulness, storytelling, regular house duties and just the normal day to day back and forth of any other household. The residents have created a culture that, like Todd's mother said, really resembles family for many of them. Furthermore, many of these men have lived there for a long time, including Todd, and as you can see, he loves it. For many of the house residents, the reality is if not for Fisher, they would truly have nowhere to go. Not only are we in a housing crisis and the shelters are often at capacity, but these gentlemen have unique barriers, in addition to the costs and lack of availability, so to think that 16 of our community highest, most acute individuals would suddenly be able to access housing is just unlikely. I've been around for over two years and I want to validate I certainly have seen areas that we could improve on regarding the house, but what I've noticed is that most of those deficits were a reflection of our lack of funding and the staff. It was not a reflection of a lack of efficacy or a necessity of the home to exist in the first place. Without this home, like I said, they would be displaced and that is just not a viable solution. I've seen the organization work tirelessly and often at all hours, certainly that's the case for me, to improve the functionality of the house. I have seen a dramatic decrease in incidences, police involvement and overall crises in the last year particularly. And now after Fisher House went unfunded for so long, we have finally received funding for our program supervisor to really just take the bull by the horns, hear your guys concerns, our concerns, and really get this thing on track the way we want it to be, even though it's already really great. We would be able to provide that focused oversight, similarly as we do to our Baraga [Ave.] recovery house that's well received, well respected, and in trust by the same city. In addition to a live-in house manager, like I said, there is nearly daily stops by many of our staff. All our residents are connected with one resource or another, many engaged in the community health work program, peer-recovery coaching and other outside services. As Amy stated, ACT team at Pathways comes into the house Monday through Friday. The Health Department nurses actually come in each Wednesday to perform COVID testing. There are some of our residents, home healthcare nurses that also come on a regular basis, along with their family and friends. While Fisher House is not without flaws,

like any other home or facility, the progress that has been made is a monumental, especially with no funding, and the future looks really, really bright. The community would be making a grave mistake to take away an incredibly vital and unique housing solution. Many other agencies or organizations lean on us consistently to house their clients such as Pathways, Room at the Inn, Janzen House, and more. We have become a sought-after location for many due to our genuine care and commitment to those we serve. I ask you to please know that we are willing to continue to rise to the occasion and are always striving to be better, but removal is not the answer. Support and trust building is the answer and we are ready to begin forging that positive relationship with the city so we can work together to serve our community's most vulnerable and help ameliorate homelessness. These gentlemen deserve as much. Thank you so much.

Steve Miller, of 616 Fisher St., stated:

Fisher House saved my life. I was sleeping in a snowbank. I went to the hospital for a month. Stephanie found me and took me to Fisher House. I now go to the doctor, I get medicine, social security, I've got my license, I drive, I've got CDs, I got movies. I stay to myself. I've got my friends. We've got a TV in the garage, and a stereo. Three meals during the day, we chip in for groceries and Fisher House buys groceries also. There's not a night we go to bed hungry. If you close Fisher House, just barely, because I have no place to go. I lived in Negaunee. I lost my apartment and I wanted to die. And Fisher House found me. Thank you.

Jonathan Hendricks, of 616 Fisher St., stated :

I also live at the Fisher Street. I just want to say, I've only been there for a little while, but I like the people that live there. They welcomed me, they help me out. There's an older gentleman that lives there that I worry about every day, he has nowhere to go, I know that. Sometimes I help him walk around the house or get things for him, like water and food. Like Steve was saying, we have food available to us all day. We usually have pretty good, decent dinners every night. Like I would have nowhere to go. Before I was in Fisher House I was sleeping in the churches and the rotating shelters. I'm diabetic. It was really affecting my diabetes, and I probably wouldn't have made it very far because I'd probably end up dying if I didn't have the proper meds and stuff [inaudible]. Thank you.

Dennis Vandenburg, of 616 Fisher St., stated:

I live at 616 Fisher, I'm the house manager. I've been there for about a month and I just want to say how privileged I feel to be part of this. The guys that I've met there, it's just such an important place for these men, and I think you've heard it from everybody, so thank you.

It was moved by C. Gottlieb, seconded by D. Fetter, and carried 8-0 to suspend the rules for discussion.

C. Gottlieb said: I have a technical question. I just want to make sure I understand what's going on. This is being brought up today because of the Special Land Use. Why is it being brought up today? What is it coming from and where is it heading.

D. Stensaas stated:

I'll take some of those questions. This is a really complicated property use case because when the Benders decided to first turn this over to the organization prior to this - Superior Connections - we didn't have this category of transitional housing or assistive housing facility. We created that because we recognized that there is the need for this in the community, these kinds of facilities. And in the world that we work in here, we have to have specific land uses that are targeted for things like this. There wasn't one when that happened three or four years ago, so basically we accommodated the nearest possible existing land use at the time and that required the property to be rezoned, and we went through this process where the City Commissioner agreed to a Conditional Rezoning of the property with limited use for this to be turned a *Health Facility*. The applicants did not meet all the requirements that were conditions of approval, including having an approved site plan, and in the meantime we created this definition and use standards for this type of facility, specific to this type of facility. So as we came to the deadline for this group to meet the original conditions of the original approval, that time was running out and the City Attorney and I agreed that the use that was originally approved didn't really match up

anymore, because we kind of superseded what was originally approved with now a thing that really legally exists for this type of use, which is what they're applying for as a Special Land Use.

A. Landers stated:

So, the Rezoning with Conditions expired and now they are back to Medium Density Residential, which allows for this as a Special Land Use.

S. Mittlefehldt stated:

So just to clarify, functionally it's been serving this function in the past, so we're just making-

D. Stensaas [interposing] stated: Making it legal.

A. Landers stated:

Yes, it's never been approved for such use. It was only approved for everyone else and that was only approved to be the 2nd floor, like the benders living below. So, this is a completely new use but they have been [inaudible 01:03:02].

C. Gottlieb said: So there is no change in functionality between what has been reality.

A. Landers stated: For a couple of years.

D. Stensaas stated: Right, it was just legally untenable to continue down that road.

C. Gottlieb said: Thank you for the clarification. I appreciate that. Thanks very much.

S. Lawry asked staff:

How does this facility differ from the several facilities in the community that are run by community mental health?

D. Stensaas stated:

Well, this facility, as its defined, is for supportive housing. It's not a shelter for short-term, it's not a crisis shelter like our warming center, Room at the Inn, and it's not necessarily something that is for people that have other resources. This is basically somewhere where people that don't have resources, don't have shelter can stay for either short-term or long-term, depending on what's approved, and our definition allows them to be either, depending on what they want to be, how they want to manage it. If they want it to be short-term, that's their choice but it can be a long-term home for people like the, the Janzen House, if we reclassified the Janzen House, it would be the same thing really.

S. Lawry asked: I thought the Janzen House had a time limit on staying there?

D. Stensaas stated: I'm not aware of what their rules are down there, but they've pretty much been operating for 30-something years under the same rules.

S. Lawry stated:

Okay, but I guess what I'm trying to understand is if the government through Community Mental Health operates a number of different facilities, if it will be private homes in the community where they're providing assistance, how does that differ from these people who can't get that type of living arrangement?

D. Stensaas stated: Maybe the applicants can help answer that question.

Amy Hale said:

I think that's a great question. Back in the way past probably when Benders was here, Pathways did have other homes that represented Benders, called the Crescent Home and maybe another home, but since after my time being at Pathways we have no such homes anymore. What Pathways does is Pathways will contract out to ALS (adult learning systems), the human health services, those are...adult

foster homes, and Pathways will contract out with such homes, but Pathways does not have- Community Mental Health does not have, anything like the Janzen, Fisher Street Recovery Home, the Warming Center, that's not what Pathways has right now. I don't know if that answers your question or not.

S. Lawry asked Ms. Hale: What are the two homes on Wright Street?

Amy Hale stated:

Wright Street, I want to say one is owned by ALS and I don't know if the other one is or if that's from Bay Human, so Pathways has nothing like what Fisher Street has.

A. Landers said: And you said the words adult foster care, right?

Amy Hale said: Yes, those homes are for adult foster care.

A. Landers said: And that's a separate use in our code.

S. Lawry asked Ms. Hale: So those people need long-term and more concentrated care than what your...

Ms. Hale [interposing] stated:

Correct, those are what we would classify as specialized residential homes. Those are provided 24/7 staff by para pros that have been trained, usually two staff at a time. They have severe behavior problems. They could have a severe mental illness where they would not be able to live in a place like the Janzen or the Fisher Street home. We've actually taken people out of the Fisher Street home due to their behaviors and Pathways had a contract with AOC [?] that is actually downstate for some of our folks as they would not be able to make it in the Fisher Street home, so its kind of a step down from an ALS, Bay Human, other specialized residential homes.

Ms. Belinski stated:

I can also answer that. Until a few weeks ago I was the Assistant Director of the Janzen House, and there's not a time limit there either.

W. Premeau stated:

I'm confused on this...but this is being sold, correct? They must have rented it previously?

Ms. Belinski said yes to both questions.

W. Premeau stated:

Before, they could have been after the owner, now they'd have to go after her [indicating one of the applicant speakers], correct, unless she's not the owner.

Ms. Belinski stated:

It is currently owned by John and Teena Bender, and we have a contract with them, and pending this decision tonight – if it goes through – we will be able to obtain the financing to be able to purchase it from them.

S. Mittlefehldt said: Thank you, that's helpful. Any other questions before we dive into the Code? She then began to lead the Planning Commission review of the Special Land Use Permit (SLUP) standards in section 54.1403 of the Land Development Code.

The Planning Commission went through each item one at a time and found that the proposal was in harmony with all fourteen SLUP standards. Specific questions and notable comments on the fourteen SLUP standards follow.

C. Gottlieb said, in summary to discussion on item 54.1403(C)(5):

My comment would be that we wouldn't anticipate an increase in use over the past two years.

N. Williams stated, in regard to item 54.1403(C)(6): It's residential 24 hours per day, as houses are.

N. Williams stated, in regard to item 54.1403(C)(11): One item for the previous case, Public Services, there were attachments from the Police Department and Fire Department, but for comments for *this* particular case they have none.

It was moved by S. Lawry, and seconded by M. Rayner, and carried 8-0 that after holding a public hearing and review of the site plan set dated September 5, 2023, with supplemental documentation and the Staff Report/Analysis for 06-SUP-10-23, the Planning Commission finds that the request meets the intent and requirements of the Land Development Code Special Land Use Standards in Section 54.1403, the Site Plan Review Standards in Section 54.1402, and the Supportive Housing Facility, Permanent and Transitional Standards in Section 54.647, and hereby approves 06-SUP-10-23 with the following conditions:

- 1. That an amended plan is submitted to meet staff comments.*
- 2. Fire Department provides follow-up inspections to assure that the health and safety requirements that they recently cited are being addressed.*

The Planning Commission took a 5-minute recess.

C. 02-REZ-10-23 – 1025 Osprey Ct. (PIN: 0514370): Requesting to rezone the property located at 1025 Osprey Court which is zoned Planned Unit Development (PUD) to be zoned Multiple Family Residential (MFR)

D. Stensaas stated these two cases on rezoning came up because these PUDs have expired, and so we're going through this process, which is fairly perfunctory, to rezone the property. I'll just read what the memo says and then I'll add a little. So, City staff is initiating this and we're requesting the Planning Commission first to make recommendations, and the right to develop the property per the site plans, starting with Hawks Ridge, is being terminated due to non-completion of article 54.316 of the City's Land Development Code, which is up on the screen, that says "Within a period of two years following approval of the PUD agreement by the City Commission for an area embraced within a PUD, if such plats or plans have not been submitted within a two year period, the right to develop on the approved plans shall be terminated by the City. Upon the developer showing a good cause, the Planning Commission can recommend, and the City Commission can grant, an extension of up to two years for submission of the preliminary plat or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan in accordance with Section 54.1405 and the Master Plan."

He stated:

The Hawk's Ridge property is shown in the Community Master Plan, on the *Future Land Use Map*, that's for land use - not zoning, as Multiple Family Residential. So, that's the recommendation here because that's one option. The other option is to rezone the property to the previous zoning classification, which at this point is kind of irrelevant. We've adopted a new Code in 2019, and this particular project - as we have documented in our staff report that I'll go through, was approved initially in 2003, went through a lot of different amendments and different situations that changed the outcome of the property. In the most recent era - the last five years - the County Land Bank, which is sort of an arm of the County's Assessing office, they decided that to get this property - in the middle of the development - back on the tax rolls, they wanted to separate it from the rest of the PUD and they went through the legal process of acquiring all the signatures from residents to extract it from the PUD, and then applied for land division, got the land division and so we have a parcel at 1025 Osprey Court, which is in the middle of the former Hawk's Ridge PUD. And they almost had a buyer for this property in the last couple of months that backed out, even though the zoning was not accurate anymore, and that's one of the reasons that this came up, because we realized it was for sale and it was going to possibly sell soon. If we have a developer that wanted to develop this property, if that developer was expecting that they could buy the property and apply for a permit to develop something there, they would have been in a situation where we'd have to go through this first, this process before they could do anything, and so this is sort of a mandated process by the

code, and I'm just going to go back over to the map. This is the online document viewer for the Land Development Code which everybody can find at the bottom of the City's home page. It says Land Development Code, and you click on it and go to these different sections of the Code, but I'm just going to scroll down here to show everybody Section 323, PUD, plan to develop H, and section I - final approval. It says what that process is, that the City requires an agreement with the developer, the applicant can terminate the development, and then it gets to the expiration part of it. So, this is a situation where it says the city shall terminate the contract. There is really not an option to do otherwise, that's the process and this is a legal document. This is not the pirate code or something else, this is what you have to do.

So, we did put together this staff report though as if this was a typical rezoning case. We wanted to provide you all the information about it and for the public to understand what the information we have on the site is. Again, this is the zoning map, the parcel is outlined in blue here and is shown here on the future land use map, which is multi-family residential for that parcel, and that goes back to 2015 when the City rewrote the Master Plan, the last time it was fully revised, and there's a site map showing the utilities in the development area.

That parcel, just for everybody's information, does have utility easements for all the utilities. They are public utilities. They are not private. The road is a private road so any development in the future will have to consider the owners of the PUDs interest in the road. They won't have carte blanche ability to do whatever they want on the road; they'll have to negotiate. And this is from 2021 [showing a sketch], when the county was going to apply for a project here to do, the county itself was going to build with the help of the state. They were going to get a grant to build a pre-fab housing facility there.

A. Landers said: There are two duplexes [in the sketch D. Stensaas showed].

D. Stensaas stated:

Yeah, and they submitted this to us but it never came to the Planning Commission. It fell hard before they even got it to the Planning Commission, but they submitted this map which kind of shows their concept for a development up there and I wanted to show you this with the approximate lines of the parcel outlined there, for what could be developed in the future, I think what the residents of the area could expect to see. I mean, this is certainly possible. Multi-family of course can be a lot of different things, but this is probably about as dense a facility as you could put on a lot and that's what a developer would probably want to do to maximize their investment. So, I just thought I'd throw that in there. And we notified the Director of County Land Bank that we were going through this process, and the neighbors were notified of course, as a typical rezoning process. We lost a lot of digital data that we had for some projects when we had a data breach at the city about 10 years ago, and we lost the original site plans that were submitted for this project, the digital site plans. This was one of the only things that remained that shows the original intent for the PUD [showing a black and white sketch], it seems to be kind of pre-development submittal for the site plan, for the project. So like I said, it did change quite a bit with amendments over the years, but that is what it was supposed to look like in the beginning.

S. Mittlefehldt stated:

Okay, and so since this is coming from city staff, kind of making things right, we don't have an applicant per se. I know you did send notice. Do we have any correspondence to hear from on this topic?

D. Stensaas stated: No.

S. Mittlefehldt stated:

Okay, moving on to public testimony, is there anyone here who would like to come up and provide comment on the potential zoning of this property? Nobody? Then moving onto Commission discussion. We need a motion to suspend the rules for discussing.

It was moved by M. Rayner, seconded by K. Clegg, and carried 8-0 to suspend the rules for discussion.

M. Rayner stated:

It would just bring it into play with the Master Plan for land use, correct, if I'm understanding this correctly?

D. Stensaas stated:

Right, the future land use map shows Multi-family Residential as the recommended land use for the property.

N. Williams stated:

So, reading Commissioner Bonsall's comments from the time when this case before them in 2021, it sounds like they waived a 2-acre minimum for a PUD.

A. Landers stated:

That was for the County. The thing [sketch] that Dave showed you was actually the last approval that went up, and that isn't the county one. That is the one that we're expiring. The County never finished going through the process. They only went to the Planning Commission for PUD Concept approval, and they only went to the City Commission for a waiver. They never came back because that whole deal fell through. So, that never got rezoned under their PUD, so it's still under the Hawk's Ridge PUD, it's still showing that this would have been a mirror of the multiple family apartment building, or condo building that that was proposed for this last phase, but then they never did it.

N. Williams stated: Got it, and then second, is the Land Bank authority still the owner right now?

A. Landers stated: Currently [yes], but this property is for sale.

W. Premeau stated:

If you look at the topography there, there's very little buildable land there. That drops off in the back straight down so they're limited unless they build a wall like the hotel is doing maybe.

A. Landers stated:

We do have a steep slope ordinance that they would have to follow in the Code for anything in that area that you're referring to, they have to meet all those requirements.

S. Lawry stated:

Regarding that, the drawing up there right now shows a 20 ft. overhang on the building, so there would be 20 ft. of building to be at ground level, or below ground level on the [inaudible]. And I'd like to thank Dave for researching and getting some answers on the utilities. I stopped into his office yesterday to try to get some answers on that. Thank you.

A. Landers stated:

Did you mentioned the access to the site, the new property owner for anyone wanting to develop would have to get approval from the HOAs?

D. Stensaas stated:

Yeah, so this road is privately owned and maintained and so that would be a task that the new buyer would have to contend with, getting permission to use the road, not just to maintain it but for access to, and it's a site that is definitely buildable and usable and hopefully something compatible will be propose there, but it's going to have to come with some negotiation with the Homeowners' Associations.

S. Mittlefehldt asked: Dave, do we need to go through the standards of review for amendments one by one that are in the packet?

D. Stensaas stated: No, I don't really think it's necessary as long as you guys reviewed it and didn't find any issues with it, because this is pretty clear. The Code says this shall be terminated and rezoned.

S. Mittlefehldt stated: Okay, if we don't have to do it and long as everyone is good with this does anyone want to make a motion?

C. Gottlieb stated: I'll make a motion.

It was moved by C. Gottlieb, and seconded by K. Clegg, and carried 8-0 that after conducting a public hearing and review of the application and Staff Report for 02-REZ-10-23, the Planning Commission finds that the previously approval Planned Unit Development zoning for the property is invalidated per the standards of Land Development Code (LDC) section 54.323(l)(6), and that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the LDC Section 54.1405, and hereby recommends that the City Commission approve 02-REZ-05-22 as presented. Approval will change the zoning district to Multiple Family Residential (MFR).

D. 03-REZ-10-23 – 905 Lakeshore Blvd. (PIN: 0370190): Requesting to rezone the property located at 905 Lakeshore Blvd. which is zoned Planned Unit Development (PUD) to be zoned Mixed-Use (M-U).

D. Stensaas stated this is exactly the same situation as the last report. So, 905 Lakeshore Blvd., this is the zoning map. It is just north of Crescent Street so the parcel is on, the south part of the parcel fronts Crescent Street and then meets Lakeshore Blvd. and this parcel was approved for a PUD in 2012, Lakeshore Cottage's PUD. The Future Land Use Map shows this as Mixed-Use and of course when this map was adopted in the Community Master Plan, Mixed Use was still a concept zoning district. We didn't have any and so all of these Mixed-Use districts were approved with the Land Development Code and became Mixed Use zoning district. No matter what they were before, they now are Mixed Use for the most part, and so in this case that's really fortunate because the property owner/developer, if they want to continue with, or pick this up again, and they want to build this project, they can pretty much build this almost exactly as it was presented in the PUD without having to go through the rest of the PUD process. They would start with an application for Site Plan Review and because Mixed-Use is very flexible and the actual dimensional requirements of the Mixed Use district are very liberal for development as opposed to Multi-Family, there's a lot of building separation requirement that doesn't apply in the Mixed-Use district. So, in this case, the developer is the owner, still the same property owner, is not really losing out in the way I see it anyway.

A. Landers stated: And as it is, if they wanted to keep it PUD they'd have to start over the whole process again.

S. Mittlefehldt asked: So Mixed-Use would actually be easier for them to achieve the goal?

D. Stensaas stated: It would be very easy. That wasn't an option of course when they applied for this in 2012. The zoning was a different zoning district and they couldn't do that. So, this is exactly the same situation, the property owner is here and I've talked with her and her husband and notified their neighbors, the same stuff as the last project.

S. Mittlefehldt stated: Okay, so there's no official applicants since this is coming from the City, right?

D. Stensaas stated: Right. I should say add to that that this letter in here [showing letter on screen], the property owner did apply for an extension when they were faced with the expiration and so this was approved in 2017, but that extension expired in 2019. So, they have taken advantage of that part of the Code. Their ability to extend approval.

S. Mittlefehldt stated: Okay, and no correspondence on this?

D. Stensaas stated: No.

S. Mittlefehldt opened the public hearing.

Christine Zenti-Emmendorfer, of 900 Lakeshore Boulevard, stated:

I'm the property owner and we've applied for it twice, went through this process. We had a little issue in 2008, well actually a big issue, and then applied again. So, we've gone through this PUD twice and I'm really grateful if you guys go along with this recommendation, then I wouldn't have to go through the PUD again. It's a tedious and I know there's a cost too, so I just want to say I'm grateful and I feel fortunate at this point if this passes. Thank you.

S. Mittlefehldt stated: Do you still have plans to do...

Ms. Zenti-Emmendorfer [interposing], stated:

Well, we have a wonderful plan, for like vintage homes, a beautiful plan I think, but there's just situations that we are not able to proceed right now. I'm happy that we maybe can in the future. I think it would be delightful little kind of neighborhood thing, picket fences, an arbor going into each one, big porches, parking in the back, and making them look like they were built in the early 1900s, the brick-a-brack and that kind of stuff. So, I don't know if it'll ever happen in my lifetime. I'm getting older here but I have some children that might, but thank you. I think I'd said enough.

It was moved by M. Rayner, seconded by K. Clegg, and carried 8-0 to suspend the rules for discussion.

K. Clegg stated:

This seems pretty cut and dry, same as the previous one before. We're leaning into the Future Land Use Map, the property owner is in favor, no correspondence in a negative tone.

S. Mittlefehldt stated: Any other thoughts?

S. Mittlefehldt stated:

I don't know how many of us were on the Planning Commission when we saw a proposal for a hotel just north of this site, but for those who were on the Planning Commission you remember that people were pretty adamant they didn't want a hotel built in this area. So I agree that the intent of making this Mixed Use is great and all the permitted principle uses of Mixed Use I think would be great at that site, but some of the Special Land Uses, and specifically the hotel, because that was a big issue that came up very close to this area - not that the current land owner wants to build a hotel there - but if it gets sold some day and it's available to make use, that would be a potential thing that they could do there, so I'm just wondering do we have any authority to say yes, zone it to Mixed Use, but then put-

A. Landers stated [interposing]:

The city cannot do Conditional Rezoning themselves. So, we can't bring forth the same, it has to be brought by an applicant for Conditional Rezoning, but the Planning Commission, for a hotel as applied for before, will always have those Special Land Use requirements and standards to go through that you guys just did for the other two cases.

S. Mittlefehldt stated:

Sure and Mixed Use, we looked at it recently, it does emphasize residential use, local services, as kind of the priority, and then the commercial applications as secondary to the residential, so as long as...we're clear about what a Mixed Use district is, at least how it's defined in our Code, I think I'm comfortable with it. But, several of us around here, we remember the hotel [application]...and I think a lot of us would agree that it's not maybe a great location for a four story hotel, so just wondering how we move forward with permitting this to make it able to do small scale development, residential, but not commercial hotels.

D. Stensaas stated:

We had a meeting with Russ Soyering from Beckett & Raeder today about land use and zoning. He wanted to go through what we've done with zoning compared to what was in the Master Plan's recommendations, the *zoning plan* is still out there, and this is going to come back around. The consultants have not developed that part of the Code where they're recommending changes to zoning and land use. So, you guys still have the ability to say to them, how about on Lakeshore Blvd. we create a second, this is something we've talked to staff before about is the possibility of having a different Mixed Use district for a Scenic Corridor. So if you want to go there and say there's a different set of standards for this part of the city, for Mixed Uses, that they don't include hotels.

S. Mittlefehldt stated:

That would be fantastic, and that's what I had in my notes is, I know it is designed as a scenic corridor. So, a hotel is the most obvious one, but are some of those other Special Land Uses maybe also not appropriate for scenic corridors... but maybe that's a different conversation that would address that.

A. Landers said:

Yeah, because right now legally we can't make that change. The City itself can't do conditional rezoning.

C. Gottlieb said:

This is an academic question and I'm sorry it's an academic question at this hour, but what happens if we don't pass this?

A. Landers said:

Then you have an expired PUD that they can't do anything with.

D. Stensaas said:

You're making a recommendation to the City Commission, so this is going to go to the City Commission and they have the final say in rezonings. The legislative body has the final say on changing laws, and the zoning map is considered a law in itself, so they'll make the final decision on this.

C. Gottlieb said: So this is a perfunctory exercise.

D. Stensaas said:

This is kind of rare - we do have some rezoning cases that are pretty much a slam dunk - but sometimes that's not the case and the Planning Commission really has a lot of work to do, and their recommendation is very important to the City Commission.

C. Gottlieb said: I don't see a problem with this one. I'm wondering why we are voting on this.

D. Stensaas stated: Because it's the process, you guys have to make a recommendation on rezoning, because you're the advisory body on zoning matters.

M. Rayner said: But this keeps us from a spot zoning situation, too, in that this piece of property then would be contiguous with the other pieces north of it.

K. Clegg said:

I think it should also be noted that we already have, like with the previous case, I wasn't on the Commission at the time, but those same backstops that allowed the Commission to deny the previous hotel exist, and we need to trust the Code and the things that we have.

S. Mitlefehldt stated:

Also, for developers, if a developer wanted to put in a hotel at the site, they would see it in the codes, but if there was a secondary designation then they would know it's not worth your time and effort to go through a public hearing process. That's why I'm liking the Scenic Corridor overlay district or additional requirements for Mixed Use areas or something.

D. Stensaas said he will relay that to Russ Soyering tomorrow and send him the meeting minutes.

K. Clegg stated I'll make the motion.

It was moved by K. Clegg, and seconded by S. Lawry, and carried 8-0 that after conducting a public hearing and review of the application and Staff Report for 03-REZ-10-23, the Planning Commission finds that the previously approval Planned Unit Development zoning for the property is invalidated per the standards of Land Development Code (LDC) section 54.323(l)(6), and that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the LDC Section 54.1405, and hereby recommends that the City Commission approve 03-REZ-05-22 as presented. Approval will change the zoning district to Mixed-Use.

TRAINING

A. Quick Bites – Music Planning

The Planning Commission and staff briefly discussed the article. D. Stensaas stated that he emailed it to the City's Director of the Arts and Culture office, and she said that she's like the same type of proposal done for theater, art galleries, and other arts. D. Stensaas said that these are things that fit into the Arts and Culture Master Plan and are things that the Arts and Culture Advisory Committee would ideally be able to coordinate, but that they definitely fit into the broad range of community development activities.

COMMISSION AND STAFF COMMENTS

K. Clegg stated:

I'd just like to say I'm glad that we were able to approve the Fisher Street home and serve the potentially homeless population and allow people to have some equity and maintain their dignity in the city while still working together to have a community home.

A. Landers said that there was nothing submitted for the Planning Commission meeting set for 10/17.

D. Stensaas said that if there are no objections he would cancel the 10/17 meeting, as there is not really any need to hold a work session. No objections were stated.

ADJOURNMENT

The meeting was adjourned by Chair S. Mittlefehldt at 8:15 p.m.

Prepared by: kw/iMedat

Edited by D.Stensaas, City Planner and Zoning Administrator, Planning Commission Staff Liaison

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

New Business

Commissioner Larson Travel Reimbursement

BACKGROUND:

Commissioner Larson attended the annual Michigan Municipal League Convention held in Traverse City October 18-20, 2023. The following check will be issued for travel expenses incurred:

Commissioner Michael Larson, Check #1008663, \$419.56

FISCAL EFFECT:

Total travel costs are \$419.56. Adequate funds are available within the Fiscal Year 2024 City Commission travel budget.

RECOMMENDATION:

Approve travel reimbursement for Commissioner Larson in the amount of \$419.56 for the Michigan Municipal League Convention.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

New Business **Naming - Peg Hirvonen Bandshell**

BACKGROUND:

The Hirvonen Foundation has approached the City with a proposal to donate \$1,000,000 toward the construction of a new bandshell at Presque Isle Park. As a condition of this donation, they request the City name the bandshell "The Peg Hirvonen Bandshell". The foundation has agreed to provide funding in the amount of \$100,000 during the 2024 fiscal year toward the design process. Staff has included this in the 2024 approved budget.

Per City Commission Policy 2005-01, Naming Parks & Recreation Facilities, the request was forwarded to the Parks and Recreation Advisory Board. At their October 2023 meeting, the Board reviewed the request with supporting documentation. After discussion, the Board voted unanimously to support the request to rename the facility.

The Hirvonen Foundation was established in the 1970 by Ray and Peg Hirvonen after selling the Marquette Bottling Works in South Marquette. The Foundation has supported many social and cultural activities in Marquette and Alger Counties and they look forward to utilizing this naming opportunity to help share the story of their family.

FISCAL EFFECT:

The initial donation of \$100,000 is not contingent upon this action. The remaining \$900,000 in revenue toward construction services will be donated by the Hirvonen Foundation if this naming opportunity is approved and the construction of the facility moves forward.

RECOMMENDATION:

Approve the request from the Hirvonen Foundation to name the future bandshell at Presque Isle Park "The Peg Hirvonen Bandshell" and authorize the Mayor to sign the naming agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Naming Rights and Use Document
- ▣ Hirvonen Foundation Letter
- ▣ Naming Policy

- ▢ Letter of Support
- ▢ Letter of Support
- ▢ Letter of Support
- ▢ Letter of Support

NAMING RIGHTS AND USE DOCUMENT

The Ray and Peg Hirvonen Charitable Foundation (Hirvonen Foundation) and the City of Marquette (City) enter into this agreement on terms and for the consideration set forth herein for the construction and naming of the City Bandshell, located on City owned property on Presque Island Park.

1. **Term:** The term of this Agreement is in perpetuity, except as otherwise specifically covered in the Agreement. The City will continue open and honest communication with the Hirvonen Foundation during the design, build, and signage processes.
2. **Financial Commitment:** The Hirvonen Foundation will provide \$100,000 in FY 2023/2024 for preliminary groundwork in the design, build phase. In FY 2024/2025 the Hirvonen Foundation will provide \$900,000 for the naming rights (defined below) granted herein, upon the execution of this agreement. If the bandshell project is scrapped by the city for whatever reason, the \$900,000 will be returned to the Hirvonen Foundation within that fiscal year.
3. **Naming Rights:** During the term of this Agreement, the City hereby grants to the Hirvonen Foundation the exclusive rights to name the new City Bandshell "The Peg Hirvonen(Memorial)Bandshell", currently located on Presque Isle.
4. **Signage:** The Hirvonen Foundation will work with the City to design adequate signage for the Venue. The signage will include, but not be limited to, new signs at the planned new bandshell, the design, placement, and location of which will be subject to review and approval pursuant to any applicable city ordinances.
5. **Ownership:** The Bandshell will be owned by the City. The design, construction, and operation of the new Bandshell is solely the liability of the City.
6. **Non-Waiver:** The failure of either party to exercise any rights or remedies under this Agreement for any breach shall not constitute a continuing waiver of any obligation and shall not prevent either party from pursuing such rights or remedies for any succeeding breach.
7. **Binding Effect:** This Agreement, once approved and signed by both parties is binding on and shall inure to the benefits of the parties and their respective successors, assigns, subcontractors, heirs and legal representatives.
8. **Termination:** The City is responsible for maintaining the structure. At the end of its useful life and/or upon reconstruction funded by an entity other than the Hirvonen Foundation, the agreement will terminate.
9. **Governing Law:** this Agreement shall be governed by the laws of the State of Michigan.

The Parties hereto agree that this Naming Agreement shall have effect on
Oct. 26, 2023.

Signatures:

Janida A. Hirvonen
President
Ray & Peg Hirvonen Foundation
10/10/2023



PO Box 287

Port Salerno, FL 34992

Hirvonenfoundation.org

772-291-3041

City of Marquette

Parks and Recreation

Arts & Culture

401 E Fair Ave

Marquette MI 49855

September 28, 2023

Dear City of Marquette:

The Ray and Peg Hirvonen Foundation commits to providing \$1 million funding for the creation of a new bandshell at the current location on Presque Isle. Attached is a more formal Naming Rights Agreement form, but basically here is our commitment:

- 1 FY 2023/24 we will provide \$100,000 to conduct preliminary drawings and evaluations
- 2 FY 2024/25 we will provide \$900,000 for the actual completion of the project once all parties agree to the design, development, and naming of the bandshell "The Peg Hirvonen Memorial Bandshell" and assuming the project actually happens in a timely manner.
- 3 If the bandshell does not happen, or the naming rights is rejected, only the initial \$100,000 will remain with the City and the rest shall be returned to the Hirvonen Foundation.

Thank you for this opportunity to help the cultural opportunities in this community we love and which our family has been a part of since the beginning of the Twentieth Century.

Sincerely,

Linda A Hirvonen, President

**Dedicated since 1993 to sustaining the quality of life in Marquette and Alger Counties, Michigan,
and Martin County, Florida**

CITY OF MARQUETTE, MICHIGAN

CITY COMMISSION POLICY

Policy Number: 2005-01	Revision Date:
Date Adopted: 03-28-05	
Department: Parks & Recreation	

SUBJECT: NAMING PARKS & RECREATION FACILITIES

PURPOSE: To provide a formal process for the City of Marquette to name or rename Parks & Recreational facilities

POLICY:

It is the intent of the Parks and Recreation Advisory Board to review all requests for naming or renaming facilities, evaluate each request in accordance with the following guidelines, and provide insight and recommendations to the City Commission for consideration. The City Commission shall make all final decisions naming or renaming facilities. The Parks and Recreation Advisory Board shall follow the naming guidelines adopted by the City Commission.

I. Process

To request a name for a specific park, facility, or a major feature within a park such as a street, lake, building or athletic field, an applicant shall submit a written request to the Parks and Recreation Advisory Board via the Parks and Recreation Department staff.

The applicant may obtain a copy of the Park Naming Guidelines from the Office of the Director of the Parks and Recreation Department. The request shall clearly state the name of the requesting organization along with the name, address and phone number of a contact person. The request must include all information as stated in the guidelines below. Verification of the facts in the request by Parks and Recreation Department staff shall be required.

Upon receipt of all information, the Parks and Recreation Advisory Board will review the application and request any clarification as needed. The Board will have no more than 60 days to review and evaluate any and all naming requests from applicants once all

information has been received. Upon completion of review by the Parks and Recreation Advisory Board, the Board chair will place the request with a recommendation on the City Commission agenda for presentation to the City Commission. The City Commission will then have no less than one month to reflect and consider the naming request before the item will be placed on the commission agenda for voting purposes and public comment. The Parks and Recreation Advisory Board and the City Commission reserve the right not to endorse a request.

II. Guidelines for Naming or Renaming

Proposed naming of a Park or facility shall identify all of the following which apply:

1. An adjacent street to the park or facility;
2. Predominant physical features (such as lakes, rivers, creeks, etc.) in or adjacent to the park;
3. The subdivision in which the park property or facility is located;
4. A significant historic feature or event;
5. An individual or group who has made exceptional contributions to the City of Marquette with preference being given for contributions to parks and recreation services. Exceptional contributions include, but are not limited to;
 - i. Donating or contributing a significant amount of money for the acquisition and/or development of the park facility;
 - ii. Providing direct and significant volunteer services benefiting the public as a local or community leader;

Persons currently serving on the City Commission or holding a local elected office or serving on the Parks and Recreation Advisory Board may not be considered for naming, but may be considered for naming when said person no longer serves in such capacity.

III. Procedures for Naming or Renaming

A. Individuals or organizations shall submit a written nomination for naming city parks and facilities along with justification to the Park and Recreation Advisory Board. The request shall include:

1. Reasons for the proposed name;
2. Proposed name;
3. Evidence of community support for the proposed name;
4. All of the above must be submitted to the Parks and Recreation Advisory Board for review;

The applicant may submit petitions, which state the intent and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of residency;

B. The Parks and Recreation Advisory Board shall:

1. Review the nomination in accordance with Section III of the guidelines;
2. Research, review and study the supporting documentation;
3. Forward recommendations to the City Commission for review;
4. The City Commission shall make the final decisions;

VI. Responsibilities of the Parks and Recreation Advisory Board

Once the appropriate nomination material for naming a city park or facility is submitted to the Parks and Recreation Advisory Board for review, the Park and Recreation Advisory Board will:

1. Review the nomination in accordance with Section III of the guidelines;
2. Research, review and study the supporting documentation;
3. Forward recommendations to the City Commission for review.



Marquette Symphony Orchestra

PO Box 253, Marquette, MI 49855

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Andra Sullivan

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Betsy Grugin
Orchestra Manager

Matt Mitchell
Librarian

Linda O'Brien
Accountant

September 20, 2023

Dear Marquette City Commission,

As past president of the Marquette Symphony Orchestra, I am writing in support of naming the new Marquette band shell the Peg Hirvonen Band Shell. I wrote the Hirvonen Foundation a few months ago to ask for its support of the new band shell at Presque Isle, and the Marquette Symphony Orchestra is very excited to hear that the proposal was successful.

I believe naming the new band shell the Peg Hirvonen Band Shell will recognize Peg's commitment to arts and culture in our wonderful community.

Thank you,



Andrew LaCombe

Marquette Symphony Orchestra Past President



Hiawatha Music Co-op
1015 N Third Street
Marquette, MI 49855

Dear Mayor Mayer and Commissioners

The Hiawatha Music Co-op is delighted to support the suggestion to name the new bandshell at Presque Isle Park in honor of Peg Hirvonen. She passed on her support of the arts in Marquette to her family and especially to the Hirvonen Foundation, which has been a generous supporter of Hiawatha and so many in the Marquette arts community. It is entirely fitting that the new bandshell should bear her name.

Ann Hilton Fisher

Ann Hilton Fisher, Vice-President, Hiawatha Music Co-op

Wednesday, September 20, 2023

To the Members of the Marquette City Commission:

Recently, I heard that the grant proposal to build a new bandshell at Presque Isle was successful. I was proud to support the grant application, and I am very excited that this project will come to fruition.

I also support the naming of the new band shell the Peg Hirvonen Band Shell. The Hirvonen foundation has been a tireless supporter of many arts organizations over the years, including the Marquette City Band, among others. I believe that naming the new band shell after Peg Hirvonen will honor her family's legacy toward the arts in Marquette.

Sincerely,

Matthew E. Ludwig
Director of Bands – Marquette Senior High School



300 W. Baraga Ave.
Marquette, MI 49855

September 17, 2023

To Whom It May Concern:

On behalf of the Marquette City Band it is my privilege to write this letter supporting the recommendation of naming the future performance facility at Presque Isle Park the "**Peg Hirvonen Band Shell.**"

The Hirvonen Foundation has been a longtime supporter of the Marquette City Band, in no small part due to Peg's lifelong interest in music and her regular attendance of the band's summer concerts. Peg had a commitment to arts and culture during her life and that commitment carries on through the Foundation and their generous contributions.

The current band shell at Presque Isle Park has served the community for almost ninety years, allowing generations of performers and audience members to enjoy concerts in a beautiful, natural setting. The Marquette City Band envisions that the "**Peg Hirvonen Band Shell**" will serve future generations the same way for the next ninety years.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gordon Erickson', is positioned above the printed name.

Gordon Erickson
President, Board of Directors

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/30/2023

New Business **Waterfront Safety Warning System**

BACKGROUND:

Three out of four of the City's beaches have gone unguarded for the past three summers due to a staffing shortage. SwimSmart towers will provide year-round real time warning, instant contact with emergency dispatch, and controlled access to life saving equipment. SwimSmart Technology, LLC, the sole source of the towers, has submitted a quote for \$95,240 for four towers.

FISCAL EFFECT:

There are sufficient funds available in the FY '24 waterfront safety budget.

RECOMMENDATION:

Waive the bid process and approve the purchase of four warning towers from SwimSmart Technology, LLC in the amount of \$95,240.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ SwimSmart Technology Quote

INVOICE

SwimSmart Technology LLC

P.O. Box 152

Marquette, Michigan, 49855

+1-734-819-8789

jacob.soter@swimsmartechnology.com

SwimSmartTech.com

Date

10/2/2023

Invoice #

[SS20230718-19]

Due Date

Net 30

BILL TO

City of Marquette

300 W. Baraga Ave., Marquette

Michigan, 49855

Attn: Leah LaCasse

Accounts Payable

906-225-8558

accountspayable@marquettetmi.gov

SHIP TO

City of Marquette

418 S. Third St., Marquette

Michigan, 49855

Attn: Ian Davis

Fire Chief

906-225-8940

idavis@marquettetmi.gov

LINE	ITEM DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	SST Pre-Order - SSL: RYGC - Buzzer - Solar Powered - Ground Screw - Zone Signs - LRC - Callbox	4	Each	\$20,000.00	\$80,000.00
2	On-Site Installation Assistance and Training	1	-	\$1,000.00	\$1,000.00
3	Refundable Installation Contingency*	1	-	\$8,000.00	\$8,000.00
4	Data and Service Bundle 1 Year/Device (SWCSP)	4	Each	\$360.00	\$1,440.00

NOTES

- Sale is contingent upon the acceptance of SwimSmart's terms and conditions: <https://swimsmartechnology.com/terms>.
- Sale is contingent upon the acceptance of the attached Pre-Order Disclaimer.
- * Remaining installation contingency will be recalculated once installation is complete. Refunds or overrun invoices will be sent out at that time.
- ** Freight will be recalculated at time of shipping. Refunds or overrun invoices will be sent out at that time.

Subtotal	\$90,440.00
Freight**	\$4,800.00
Tax	TAX EXEMPT
Total Cost	\$95,240.00

Thank you for partnering with us!