

City of Marquette, MI



Meeting Agenda City Commission

**Monday, November 29, 2021
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Life Saving Efforts, by Police Chief Blake Rieboldt
2. Iron Ore Heritage Recreation Authority Update, by Administrator Carol Fulsher and Marquette Representative Nick Leach
3. **Consent Agenda - Roll Call Vote**
 - 3.a. Approve the minutes of the November 22, 2021 special Commission meeting
 - 3.b. Approve the total bills payable in the amount of \$5,851,700.17
 - 3.c. Disaster Recovery Servers Lease Extension
 - 3.d. Marquette County Solid Waste Management Authority Bill Payment
 - 3.e. Marquette Junior Hockey Corporation - Concession Lease Agreement
 - 3.f. Michigan Council for Arts and Culture Affairs - Grant Award
 - 3.g. Presque Isle Marina - MDNR Waterways Phase III Grant- Roll Call Vote
 - 3.h. Replacement Tablets for the Fire Department
 - 3.i. Resolutions for Additions and Vacations of City Right of Ways and Additions and Vacations of ACT 51 Roadway Centerline Records - Roll Call Vote
 - 3.j. Utilization of State Bid for Annual Salt Purchase

New Business

4. Police Labor Agreement
5. Vault Marquette Reimbursement Agreement
6. Resolution of Intent to Sell City Property - Parcel 0511840 - Roll Call Vote

Public Comments - Comments may not exceed three minutes per person. Please

state your name and physical address when making public comments.

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

Consent Agenda - Roll Call Vote

Approve the minutes of the November 22, 2021 special Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Nov. 22 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

SPECIAL MEETING MINUTES

Monday, November 22, 2021

Special Meeting

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

Commissioner Jenn Hill moved to Approve the agenda as presented, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

Announcements

Mayor Smith had no announcements.

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

Paul Schumacher spoke about the difficulty in finding affordable housing in the community. He said the problem has gotten worse, especially recently.

Geraldine Nault said the City is built on the backs of several decisions made over the years, and she urged the Commission to be careful when considering the various recommendations.

Margaret Brumm spoke about planned developments, as well as the impact of the former Cliffs-Dow property, and asked the Commission to closely consider any of the recommended changes.

Dave Thomson said he is a professional engineer and has built houses in various parts of the country. He said the cost of building is related to the regulations in place locally and that per-square-foot cost of home construction in Marquette is higher than in other communities.

1. Consent Agenda

Commissioner Fred Stonehouse moved to Approve the Consent Agenda, seconded by Commissioner Evan Bonsall and Carried Unanimously.

1.a. Approve the minutes of the November 8, 2021 regular Commission meeting.

New Business

2. Ad-Hoc Housing Committee Final Report and Recommendations - Roll Call Vote

Mayor Smith asked for a brief introduction on the topic from City Manager Karen Kovacs, and then opened the floor to Commissioner Evan Bonsall, who was the chair of the Ad-hoc Housing Committee. Commissioner Bonsall spoke briefly, highlighting the history of the committee, as well as recommendations from the report. He reviewed recommended changes to City codes and policies, but also talked about the importance of local partnerships and cooperation.

Commissioner Jessica Hanley moved to Approve suspending the rules for discussion, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

Commissioner Stonehouse asked whether the university population is influencing the accuracy of the data in the report and said he would like a clearer statement of how to quantify success in this regard. He suggested the Commission would benefit from having a concrete goal.

Commissioner Hill said she agreed the City needs a more data-focused way to define success, and spoke about population trends in the Upper Peninsula and how to best visually represent local data. She said she sees this report as offering opportunities, and as a good first step.

Mayor Pro Tem Mayer suggested following up this meeting with a Planning Commission work session to discuss further.

Commissioner Davis said she wanted the City to review several of the recommendations individually prior to implementing anything specific, and also said she agreed on the need to establish concrete goals.

Commissioner Bonsall said this is a salient issue and that he often hears comments about housing issues. He said this is an important first step, but that tonight's action would simply empower staff to begin taking steps toward these recommendations, and is only the beginning of a multi-year process. Commissioner Bonsall said he agrees that concrete goals are important, but that he thinks a professional study should likely be done first.

Mayor Smith said this is a complicated and long-standing issue, and that it is great to finally see this first step. She said there is likely a need for a housing needs assessment.

Commissioners thanked the volunteer members of the Ad-hoc Housing Committee, as well as City staff.

Commissioner Jenn Hill moved to Approve the recommendations in the Ad-Hoc Housing Committee final report, recommend the Planning Commission adopt the report as an appendix to the Community Master Plan, and authorize the mayor to sign the resolution, seconded by Commissioner Evan Bonsall and Carried by Roll Call Vote .

The motion carried 6-1, with Commissioner Stonehouse voting against it.

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

Paul Schumacher shared information about various sources of population data, and he said this report is a beginning. He said the City has been moving in the wrong direction and too many of the local projects don't lead to money coming into the area. He urged the Commission to focus on homes for families.

Stephanie Jones said she was on the Ad-Hoc Housing Committee and she said it's important to realize that the City can facilitate housing, but is not a developer and will not be unilaterally develop property. The City owns only a small amount of land, but can work to incentivize development. She said development isn't necessarily bad and that many of the people living in the newer condos are locals that sold their homes in town in order to make the move, opening homes for others to purchase.

Sarah Mittlefehldt thanked everyone and said the report was informative.

Dave Thomson said affordable housing has to be aligned with the directions laid out in the City Master Plan. He said the Commission should focus on how to build a middle-class, mid-income lifestyle in the city, which goes beyond housing discussions.

Geraldine Nault said she would like to attend the meetings and work sessions mentioned tonight, but that they are often posted online fairly late in the process.

Margaret Brumm talked about the impacts of these decisions and of past decisions. She spoke about the need to make the city attractive and about the need to move intentionally.

Antonio Adan, a member of the Ad-hoc Housing Committee, thanked the Commission for acknowledging such an important topic, which impacts several generations. He said he agreed that solid data is key and said that developers are vital to any sort of positive action.

Comments from the Commission

Commissioner Stonehouse shared an update on the short-term rental bill in the state legislature. He said tonight's meeting was a good one, with solid discussion.

Commissioner Hill said there is a lot to build off in the current Master Plan and spoke about data and maps.

Mayor Pro Tem Mayer said there was a great discussion tonight and that this sets the groundwork for a lot of effort to come. He said it seems as though the City doesn't have the employment environment that would be needed to sustain an inflated housing market.

Commissioner Hanley thanked everyone who took part in this process and said she hopes everyone in the audience stays involved as this moves forward.

Commissioner Davis congratulated Downtown Development Director Becky Finco on being appointed to the state board.

Commissioner Bonsall thanked the committee members that showed up. Says the ability to continue to regulate STRs is more important than any recommendation in the report.

Mayor Smith said it feels good to approve this item and she looks forward to moving ahead.

Comments from the City Manager

City Manager Kovacs had nothing further.

Adjournment

Mayor Smith adjourned the meeting at 7:04 p.m.

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

Consent Agenda - Roll Call Vote **Disaster Recovery Servers Lease Extension**

BACKGROUND:

In 2016, the Information Technology division purchased and installed a disaster recovery (DR) solution to ensure continued network availability and data access in the event of a catastrophic failure of equipment. This original purchase was approved by the City Commission and was included as a strategic planning goal during the FY 2016-17 planning process.

This DR solution consists of four leases, which include the servers, drive cages, hard drives/additional storage, and memory. These four leases are expiring and staff recommends extending the leases for this equipment for an additional 24 months and consolidating them into a single agreement.

IT staff has worked to expand storage and upgrade management software in recent years which has allowed the City to extend the viability of the current solution beyond the original estimates. By consolidating the leases and extending the consolidated lease for 24 months, the City will pay 45% less for the current system over the final two years of the lease.

FISCAL EFFECT:

The total cost of the 24-month lease extension is \$29,952 or \$1,248 per month.

RECOMMENDATION:

Approve the lease extension agreement with CCA Financial for 24 months, and authorize the City Manager or her designee to execute it for a total cost not to exceed \$29,952.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease Extension



Equipment Schedule No. 6707-10-001

Between

CITY OF MARQUETTE, MI

(Lessee)

and

CCA Financial, LLC

(Lessor)

This Equipment Schedule, dated as of November 09, 2021, is issued pursuant to Master Lease Agreement No. 6707, between **CCA Financial, LLC** and **CITY OF MARQUETTE, MI** (the "Master Lease"), dated as of May 07, 2014. Any term not otherwise defined herein shall have the meaning ascribed to it in the Master Lease.

1. **EQUIPMENT SUBJECT TO THIS EQUIPMENT SCHEDULE**

Manufacturer

Hewlett Packard

Location

300 West Baraga Avenue
Marquette, Michigan 49855

Description of Equipment

See Annex I to this Equipment Schedule

2. **MONTHLY RENTAL PAYMENTS**

Initial Term

24 Months

Basic Rental

\$ 1,248.00 per month payable in advance

3. **COMMENCEMENT DATE**

The Commencement Date shall be the earlier of (i) where the Acceptance Date is the first day of the month, that date, or in any other case, the first day of the month following the Acceptance Date; or (ii) if specified, the date below:

December 01, 2021

Agreed to by:

Sign: _____

CCA Financial, LLC

Name: _____

Title: _____

Sign: _____

CITY OF MARQUETTE, MI

Name: _____

(Printed Name Here)

Title: _____



Annex I
Description of Equipment

Equipment Schedule No. 6707-10-001, dated as of November 09, 2021, to Master Lease Agreement No. 6707.

I. Equipment:

EXTENDED FROM LEASE 6707-01-001

<u>QTY</u>	<u>EQUIPMENT DESCRIPTION</u>
2	Hewlett Packard ProLiant DL380 Server
	MXQ65001ZD, MXQ65001ZF
1	HP Store Easy SAS
	Additional Software

EXTENDED FROM LEASE 6707-03-001

<u>QTY</u>	<u>EQUIPMENT DESCRIPTION</u>
2	Hard Drive

EXTENDED FROM LEASE 6707-05-001

<u>QTY</u>	<u>EQUIPMENT DESCRIPTION</u>
2	HP D3700 DRIVE ENCLOSURE RACK
12	INTERNAL HARD DRIVE
6	MINIsas CABLE
2	12GB 2-PORT SMART HOST BUS ADAPTER

EXTENDED FROM LEASE 6707-07-001

<u>QTY</u>	<u>EQUIPMENT DESCRIPTION</u>
16	HP 16GB 1RX4 PC4-2400T-R KIT
11	HP 1.2TB SAS 10K HARD DRIVE

Lessor's Initials: _____

Lessee's Initials:  _____



Equipment Schedule No. 6707-10-001

CERTIFICATE OF ACCEPTANCE

Reference is made to Equipment Schedule No. 6707-10-001, dated as of November 09, 2021, between **CCA Financial, LLC** as Lessor and **CITY OF MARQUETTE, MI** as Lessee. The terms used herein shall have the same meaning as such terms have in such Equipment Schedule.

The undersigned certifies that (a) the following Equipment has been (i) inspected (if applicable) by authorized representatives of Lessee, (ii) installed (if applicable) and placed in good working order, and (iii) accepted by Lessee for leasing under all provisions of the Lease; and (b) that Lessee is obligated to pay the rentals and all other sums provided for in the Lease with respect to the Equipment listed below:

EXTENDED FROM LEASE 6707-01-001

<u>QTY</u>	<u>EQUIPMENT DESCRIPTION</u>
2	Hewlett Packard ProLiant DL380 Server
	MXQ65001ZD, MXQ65001ZF
1	HP Store Easy SAS
	Additional Software

EXTENDED FROM LEASE 6707-03-001

<u>QTY</u>	<u>EQUIPMENT DESCRIPTION</u>
2	Hard Drive

EXTENDED FROM LEASE 6707-05-001

<u>QTY</u>	<u>EQUIPMENT DESCRIPTION</u>
2	HP D3700 DRIVE ENCLOSURE RACK
12	INTERNAL HARD DRIVE
6	MINIsas CABLE
2	12GB 2-PORT SMART HOST BUS ADAPTER

EXTENDED FROM LEASE 6707-07-001

<u>QTY</u>	<u>EQUIPMENT DESCRIPTION</u>
16	HP 16GB 1RX4 PC4-2400T-R KIT
11	HP 1.2TB SAS 10K HARD DRIVE

The Acceptance Date for the above Equipment is December 01, 2021.

Lessee: CITY OF MARQUETTE, MI

Sign: 

Title: 



INSURANCE CERTIFICATE
REQUEST FORM

November 09, 2021

CITY OF MARQUETTE, MI
300 WEST BARAGA AVENUE
MARQUETTE, MI 49855

Re: Master Lease Agreement No. 6707, Schedule No. 6707-10-001

Per your Lease Agreement referenced above, CITY OF MARQUETTE, MI is responsible for providing General Liability and Property insurance coverage for all equipment leased through CCA Financial, LLC. This form authorizes the addition of the equipment shown below to the existing coverage as well as the interests of **CCA Financial, LLC and its assigns**, as Additional Insured and Loss Payee. **Please forward this document to your insurance agent after you have signed and dated where indicated.** Your insurance agent should then forward the certificate to Contracts Department at **7275 Glen Forest Drive, Suite 100, Richmond, VA 23226 (or P.O. Box 17190, Richmond, VA 23226)**. The certificate should indicate Schedule Number it applies to.

INSURANCE AMOUNT: \$16,960.00

See Annex I, attached, for Equipment Description

Thank you for your assistance. Should you have any questions regarding this request, please call me at (804) 285-5500.

Sincerely,

Patricia Altic
Contracts Associate

CITY OF MARQUETTE, MI

Sign: _____ **Date:** _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

Consent Agenda - Roll Call Vote

Marquette County Solid Waste Management Authority Bill Payment

BACKGROUND:

The City of Marquette entered into an Intergovernmental Agreement for the disposal of solid waste and the establishment of a joint solid waste management authority on June 16, 1988 along with 21 other constituent municipalities. Under the agreement, the municipalities are responsible for overseeing collection and transportation of solid waste generated under their jurisdiction. As part of this responsibility they are responsible for authorizing haulers and collection of system charges from those haulers through their internal invoicing process. The agreement also requires all solid waste generated in the County to be hauled to the facility created by this agreement.

This process is later confirmed and expanded upon in a user agreement between the Marquette County Solid Waste Management Authority (MCSWMA) and the City of Marquette, entered into on July 10, 1989. Such agreements were authorized when the Articles of Incorporation for the Authority were adopted by the City Commission on July 11, 1988.

The way this is carried out is that the hauler obtains a permit from the City and the City is billed on a monthly basis by the MCSWMA for all permitted haulers using the facility. The annual City budget reflects this process with an estimated corresponding expense and revenue that cancel each other through our internal invoicing process. This is in effect pass through money. In the event that the expense is less than or greater than the budgeted amount, the offsetting revenue is adjusted accordingly through our internal invoicing process.

FISCAL EFFECT:

The current fiscal year budget contains offsetting revenues and expenditures in the amount of approximately \$690,000 to accommodate residential and commercial haulers that operate within the City's jurisdiction for the FY 2021. Individual City departments budget for their own solid waste disposal through this system as part of their operating budget for an approximate total of \$115,000, which includes \$80,000 already approved expenditure through our seven-year contract for the hauling at the household rubbish drop-off site.

RECOMMENDATION:

Reaffirm the previously signed agreements listed in the background and the budgeted amounts presented during the budget process and approve the purchase order in the amount of \$805,000 with the understanding that the expenditures may vary, depending on the amount of activity through residential and commercial haulers.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

Consent Agenda - Roll Call Vote

Marquette Junior Hockey Corporation - Concession Lease Agreement

BACKGROUND:

Marquette Junior Hockey Corporation (MJHC) has requested the City Commission consider leasing the concession area of Lakeview Arena. MJHC operated the concession area during the 2020 ice season. Staff has worked with the City Attorney and MJHC to draft the lease agreement. The agreement term is six (6) months, beginning October 1, 2021 through March 31, 2022. The monthly payment during operation shall be \$720.

It should be noted that there are specific hours which MJHC would have exclusive rights to concession in the building. Outside of these hours other arrangements with other entities are possible.

The proposed lease agreement was introduced at the Commission's October 25, 2021 meeting and approved as recommended to move the lease agreement forward to tonight's meeting.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$4,320 in revenue for FY 2022.

RECOMMENDATION:

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

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit A and Exhibit B

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

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

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

1. Leased Premises

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

2. Term of Lease

- 2.1 The term of this Agreement shall be for six (6) months, as follows:
October 1, 2021 through March 31, 2022.
- 2.2 So long as Lessor has timely provided Lessee with an ice schedule for Lakeview Arena, Lessee shall, no later than each Friday during the term of the lease, provide Lessor with a written list of the hours of operation for the following week.
- 2.3 Lessee shall have exclusive rights to concessions within Lakeview Arena for the term of this Agreement during the following hours:
 - a) Monday through Friday from 4:00 p.m. until 9:00 p.m.;
 - b) Saturday from 8:00 a.m. until 4:00 p.m.; and
 - c) Sunday from 8:00 a.m. until 3:00 p.m.

If Lessee is unable to provide concessions services during an event taking place during Lessee's exclusive use hours, Lessee is encouraged to partner with one of the local mobile food units to provide services. Lessee may operate outside the outlined exclusive use hours, but will not have exclusive rights to concessions during those times.

3. Rent

3.1 The monthly rental amount shall be \$720.00 due in advance on the first day of each month. October rent shall be paid for the entire month of October on the date this Lease is executed.

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

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

4. Use of Leasehold Premises

4.1 Lessee shall use the Premises only as a concession area, and not for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Arena or any part of it (ordinary wear and tear excepted);
- d) interfere with normal operations of the Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Arena uses;
- g) alter the appearance of the Arena exterior or any portion of the interior other than in the Premises, except as provided herein, without prior written approval of the Lessor;
- h) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;
- i) permit refuse to accumulate in or around Premises; and,
- j) obstruct entry ways.

4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws while providing the concessions contemplated by this Agreement.

4.3 Lessee is solely responsible for development of menu items and pricing, for obtaining all supplies and products and for all costs related to its sale of food and beverages.

5. Alcohol Beverage Concessions:

5.1 Lessee has the right to obtain a Michigan Liquor Control Commission ("MLCC") license and related permits for the sale of alcohol for use in the performance of this Lease. Obtaining the MLCC license and all fees related to obtaining, maintaining and using the MLCC license shall be the sole responsibility of Lessee. No alcohol shall be sold on the Premises until Lessee has obtained all required MLCC licenses and permits, required liquor liability insurance and otherwise complied with all legal requirements pertaining to the sale of alcohol.

5.2 Alcohol concessions shall only provided by Lessee at the following location: _____. Lessee shall provide all employees to be used to prepare, charge for and collect alcohol beverage concession fees. Lessee shall retain all alcohol beverage concession fees collected; and the Lessor shall not be entitled to any portion of said alcohol beverage concession fees.

Lessor shall cooperate, as necessary, in Lessee's attempt to obtain a MLCC license; however, this Agreement shall remain in full force and effect even in the event Lessee is unable to obtain a MLCC license or Lessee's MLCC license is revoked by the MLCC/State of Michigan. Lessee agrees, at all times, to comply with all local, MLCC, state and federal laws, rules, and regulations regarding the sale of alcohol products.

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

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

- a) Only sell alcoholic beverages during regular concessions hours as permitted in this Lease, and as permitted by all statutes, ordinances and other laws pertaining to the sale of alcohol.
- b) Designate a secured area in the Premises, where persons of legal age may purchase and consume alcoholic beverages without underage persons being present. Such area will be secured by Lessee at all times that alcohol may be sold.
- c) Provide adequate security personnel during all times that alcohol may be sold or consumed in the secured area to ensure that the activities of those purchasing and consuming alcohol comply with all local, state, and federal laws and all MLCC rules and standards. If any person's actions are deemed detrimental to the safe and peaceful enjoyment of the Premises, he or she will immediately be removed from the Premises.
- d) Make all sales of alcoholic beverages in full compliance will all MLCC laws and rules. Such sales, if in compliance with MLCC laws and rules, may be conducted at designated concession areas and person-to-person in the secured area for sales of alcohol. No sale of an alcoholic beverage shall be made to any person who appears intoxicated or is disruptive to others on the Premises.

- e) In the event Lessee does not comply with these guidelines, Lessor has the right to suspend all alcoholic beverage sales for any length of time Lessor deems appropriate, which may include the permanent suspension of alcoholic beverage sales.

6. Use of Common Areas by Lessee

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

7. Maintenance and Repair

- 7.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises from the counter to the back of the kitchen area. Lessee shall bus all tables and eating areas. Lessor shall provide trash receptacles for Premises. All refuse collection shall be the responsibility of the Lessee. Any refuse generated from preparation of goods or services shall be the sole responsibility of Lessee.
- 7.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises, as more specifically listed in Exhibit "B".
- 7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

8. Insurance and Indemnity

- 8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.
- 8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of the Arena by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars

(\$1,000,000.00) per occurrence for accident, bodily injury, or death; not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage; and not less than Five Hundred Thousand and 00/100 Dollars \$500,000.00) for liquor liability insurance insuring for any and all damage and liability which may be caused by, related to or arise out of the sale, furnishing, giving, distribution or consumption of alcoholic beverages on the premises. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

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

9. Damage by Fire or Other Causes

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

10. Assignment/Subletting

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

11. Use of Premises by Lessor

- 11.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the of purpose inspecting, maintaining, installation, operation and repair services.
- 11.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree

that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.

12. Covenant of Quiet Enjoyment

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

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

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

14. Default by Lessee

- 14.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.
- 14.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 14.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

15. Surrender of Leasehold Upon Termination of Lease

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

16. Miscellaneous

- 16.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 16.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 16.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 16.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 16.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 16.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 16.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

LESSOR
CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

LESSEE
MARQUETTE JR. HOCKEY CORP.

By: *SCOTT CAMBENY*
Its: *PRESIDENT*

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



EXHIBIT B

Concession Equipment Inventory

Equipment	Qty	Notes
Lg. dual front door freezer	1	
Lg. dual front door refridgerator	2	Currently only 1 functioning
Range/flatop/dual oven unit	1	
Microwaves	2	Lessee Owned
Food warmer	1	Lessee Owned
Hot dog cooker	1	Lessee Owned
Deep Friers	2	Lessee Owned
Countertop Warmer	1	
Point of sale machines	3	
Soda dispenser	1	Lessee Owned
Prep tables	3	
Lg. popcorn machine	1	

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

Consent Agenda - Roll Call Vote

Michigan Council for Arts and Culture Affairs - Grant Award

BACKGROUND:

Community Services, Arts and Culture Division, has been awarded a Project Grant totaling \$7,600 by the Michigan Council for Arts and Cultural Affairs (MCACA) for Art Week, a week-long, free celebration of arts and culture, featuring concerts, theatrical and dance performances, demonstrations, workshops, community art projects, public art installations, street performers, exhibits, pop-up art shows, downtown art stroll, studio tours, plein air painting festival, chalk art festival and more. Now in its seventh year, Art Week has become the kickoff to Marquette's summer event season. MCACA funding will be used to strengthen current programming and add additional community art projects and performances scheduled for June 19-25, 2022.

Arts and Culture staff coordinates and promotes event, a collaborative effort with over 60 local arts and culture organizations and work by over 200 artists. Two dozen featured events and many independent pop-up events are attended by 2,000 people each year, and that number is growing. Additional funding will be used to strengthen current programming and add additional community art projects and performances.

Art Week 2022 will focus on the waterfront and the Cultural Trail. The event budget will be revised and submitted to the MCACA following City Commission acceptance of the grant award and the grant agreement will be generated at that time.

FISCAL EFFECT:

The grant match is \$7,600 and is included in the FY 2022 budget.

RECOMMENDATION:

Approve the grant award for the Michigan Council for Arts and Cultural Affairs Project Grant, and authorize the City Manager or her designee to sign the Grant Agreement following review by the City Attorney.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Award Letter



State of Michigan
Gretchen Whitmer, Governor

State of Michigan
Council for Arts and Cultural Affairs
300 N Washington Square
Lansing, Michigan 48913
Ph: 517-241-4011
Fax: 517-241-3979

October 25, 2021

Jonathon Swenson, Community Services Director
217 N. Front Street
MARQUETTE, MI 49855

Dear Mr. Swenson,

On October 22, 2021, the Michigan Council for Arts and Cultural Affairs took action on grant requests for Project Support Program. I am pleased to inform you that your application was included among those recommended to receive support. On behalf of the Council, I congratulate you on your grant award, as referenced below:

Grant Number: 22PS4463 **Title:** City of Marquette Art Week 2022

Award: \$7,600 **State Funds:** \$7,600 **Federal Funds:** \$0

Recipient DUNS #: 07-477-6063 **Award Period:** 10/01/2021 - 06/30/2022

You will receive your grant agreement in a separate e-mail in approximately 5-7 business days.
Read those materials and carefully follow instructions to expedite the contracting process.

Please note, in addition to acknowledging the MCACA grant in your promotional materials etc., if there are federal dollars from the National Endowment for the Arts (NEA) included as part of your grant award, proper acknowledgement of the NEA is also required.

Before we are able to pay out any grant monies, you are required to return your signed grant agreement and a copy of the letters (or email etc.) you used to notify the Governor and your local legislators that you have received this award. In addition, any fiscal year 2021 grants received by your organization need to be closed out prior to receiving funding for 2022 grants.

Panelist comments regarding the application will be available within your grant record under the "Scores & Comments" tab in the SmartSimple system.

If you have questions, please feel free to contact me or at 517-275-0579 or our staff at 517-241-4011.

Alison Watson
Director

Council Members
Gretchen Gonzales Davidson
Chair
Birmingham

Anne Belanger
Rogers City

Darryl Brown
St. Ignace

Cezanne Charles
Ann Arbor

Sigal Hemy
Pleasant Ridge

Nheena Ittner
Marquette

Joori Jung
Detroit

Anessa Kramer
Bloomfield Hills

Deborah Mikula
Howell

Jessica Care Moore
Detroit

Amy Spadafore
Saginaw

Ara Topouzian
Farmington Hills

Rhonda Welsh
Troy

Germaine Williams
Detroit

Kate Yancho
Kalamazoo





State of Michigan
Gretchen Whitmer, Governor

State of Michigan
Council for Arts and Cultural Affairs
300 N Washington Square
Lansing, Michigan 48913
Ph: 517-241-4011
Fax: 517-241-3979



Sincerely,

Alison Watson

Alison Watson, Director
Michigan Council for Arts and Cultural Affairs
300 N. Washington Square
Lansing, MI 48913
Watsona11@Michigan.org
517.275.0579
www.michigan.gov/arts

Artistic/Cultural Merit

The City of Marquette's Office of Arts and Culture (Office) serves to encourage, develop, and facilitate a rich environment of artistic, creative, and cultural activity in Marquette. The Office provides civic engagement, education, economic development, planning and resources to the community and the creative sector. It accomplishes this through overseeing the City's Arts and Culture Center, assisting with local festivals and special events, providing arts advocacy, building partnerships between Marquette and regional and statewide organizations and resources. Moreover, the Office provides support services to local artists and arts and culture organizations through grant writing, technical assistance and marketing and promotions. The Office's mission is best illustrated through Art Week, a week-long celebration of local arts and culture. This free festival features concerts, theatrical and dance performances, demonstrations, workshops, community art projects, public art installations, street performers, exhibits, pop-up art shows, poetry readings, studio tours, plein air painting festival and more. Art Week has become an unofficial kickoff to Marquette's summer event season and a true coming together of the creative community to collaborate, explore and connect. Last summer, Art Week was cancelled due to Covid 19. The year off presented an opportunity to create a stronger event that reconnects and heals our community. Early planning, new branding, increased funding and new partners created a more personal, diverse, and innovative event. Although 2021 will have yet to take place at the time of this grant submittal, the impact of additional funding has been impressive, supporting and growing existing events but also creating new ones. The Office requests funding from the MCACA for Art Week 2022 to directly support our makers and provide greater engagement through community art projects and opportunities for local creatives to teach and share their craft. MCACA funding will bring Art Week to the next level, building a true destination event showcasing creatives of the Upper Peninsula.

Art Week began and continues to flourish for several reasons. First, major arts and culture events are often unaffordable. Summer art and music camps, local festivals and concerts, come with a heavy ticket price. What appealed to partners was a chance to offer an art experience to our community with no financial barriers. Office coordination, technical assistance, promotion and financial aid, enables our partners and the Office to provide programming free of charge. Second, to support audience development by extending an open invitation to explore all the different art forms and arts and culture experiences Marquette offers. Third, to offer art education to inspire and nurture the community's future creatives and work force. Fourth, to grow our creative economy through tourism and partnerships between local business and creative sector. Fifth, to create a platform for creatives to connect with each other, network, share and grow. Finally, to build community through play throughout the entire City in unexpected places. A true placemaking event in every sense.

Art Week partners with the finest arts and culture organizations, performers and artists to help lead and present programs of the highest artistic merit our community offers. The following are links to a sampling of regular local partners; [Pine Mountain Music Festival, Marquette Symphony Orchestra](#) [Hiawatha Music Cooperative](#), [Marquette Poets Circle](#), [Peter White Public Library](#), [Marquette City Band](#), [Lake Superior Art Association](#), [TaMaMa Dance Company](#), [Liberty Children's Art Project](#), [Marquette Maritime Museum](#), Individual artists of note, [Gordon Gearhart Blacksmith Studio](#), [Michael Waite](#), and [Zero Degrees Gallery](#). And this year's NEW Partners [Hot Plate Pottery and Clay Studio](#), [Yooptone Music](#), [Graci Gallery](#), [Superior Arts Youth](#)

[Theater, Shape and Sound Arts Academy, Niik Creative, Upper Peninsula Supply](#) Although all the partners listed are established, new and emerging artists are invited to participate as well. Fringe Fest is a fine example of a new non-for profit that is partnering to increase their outreach and voice within the community.

Art Week creates an environment of self-expression. A celebratory event that provides meaningful experiences outdoors, inviting each passerby to stop, enjoy and spend as little or as much time as they would like. The relaxed environment is welcoming and encourages authentic participation. Pre-registration is not required making involvement simple. For example, this year we will host “Stump the Poet” on street corners throughout the City. Passerbys can challenge poets to recite on any theme. Families are especially encouraged to visit workshops and community art projects with their children. It is always enjoyable to watch those who were at first hesitant to participate stay the entire day or come back to see the progress of a community art project or participate in annual [Children's Plein Air Painting](#).

In an effort to create deeper connections between our partners and audience, this year follows a first-time theme of *Reconnecting Through the Arts*. The theme has given greater structure and encourages both audience and artists to reflect on the past year bringing us together to create the community we imagine. The theme was chosen by our partners during early planning meetings held in quarantine and allowed us to be more intentional with program development and how artists and audience engage and connect through art. Two examples include, this year's community art project titled Reuniting. Reuniting will install life-size wooden cutouts in the lower harbor park of people walking, talking, running and sitting together, presenting a return to normalcy. Community is invited to paint cut-outs throughout the week guided and assisted by artists. A second example is Fringe Fest, a coalition of young creatives who art partnering with the Office to transform the City's lower harbor park into an eclectic mix stages based on reconnection to our creativity, ourselves, bodies, earth, serenity, community and inner child through building seven unique stages representing each word along the City bike path and culminating in daily scheduled performances and open times when community is invited to perform. In addition, the park's main playground will also become stage and place for performances and games. Plans to increase opportunities for meaningful experiences in 2022 include continued development of lower harbor park into a kind of community maker's space by hiring local artists to create larger installations but also provide outdoor studios offering hands-on experiences in visual and performing arts.

Community Impact

Inviting the community and creative sector in selecting the theme is a new way we will engage and learn from our audience. From a more formal perspective, the City Office of Arts and Culture Center engages and learns from both artists and audience through ongoing strategic planning efforts, surveys, community partnerships and day-to-day contact. The City's direction is guided by a comprehensive 10-Year Arts and Culture Master Plan created in 2014. Follow [this link](#) to view the plan. The Master Plan outlined the importance of creating new festivals that integrate the outdoors, promote creative economy and increase arts education to all ages.

During Art Week staff and City Arts and Culture Advisory Committee members fully participate in every event. This is an opportunity to build relationships, listen to feedback firsthand. For

example, in 2019 Children's Plein Air Workshop a parent asked if their child's painting could be displayed. This year we will exhibit all the pieces created in the youth workshop at the evening reception. Also, in 2019 local artists requested greater opportunities to sell work. This year we will offer three artist markets at different locations.

Community impact is best demonstrated in the sheer number of this year's partnering organizations and number of events. Impact is also seen in the amount of funding provided by the community sponsors and private donors. In 2019 Art Week leveraged over \$55,300.

According to visitor reports by Travel Marquette, the City has 19,000 visitors come through downtown during Art Week. And that a large percentage of this number is for Art Week. Most encouraging is that of these visitors a _____ are unique and come from 50+ miles away. This indicates Art Week is drawing tourists. According to Travel Marquette's statistics and the Office's participant calculations we expect 15,000 is for Art Week.

Both artist and audience are surveyed to obtain feedback. On-line surveys via Mail Chimp are distributed to presenters, businesses and artists. Also, surveys are available to audience members after each performance. Increases in attendance are a very good sign of success as well as artist sales at local galleries and businesses. This year we will conduct audience interviews to enhance information collected.

Art Week engage artists by encouraging them to premiere new work. This year we specifically asked the community to work with new partners and work interdisciplinary. Engagement happens when there is an invitation or a challenge. This simple invitation and Art Week's relaxed atmosphere make it appealing to participate and encourages creativity with new collaborations. This year, Pine Mountain Music Festival commissioned new ballet to honor the Anniversary of Appalachian Spring and Martha Graham. Contemporary dance company, TaMaMa will set an outdoor dance work with local artists and musicians they have never partnered. This level of collaboration between organizations is new.

Our efforts to reach a broader audience is built into the structure of Art Week. The fact that its mainly outdoors, free and is around every concern makes it hard to miss. Offering a free, outdoor arts experience that is open to all was extremely important. Yet, there are always groups that do not want to come downtown or artists who are hesitant to join in. We make great efforts by speaking to University groups, distributing Art Week Magazine print and electronic form to every child attending public school. Send flyers and magazines to nursing homes, low income housing, group homes and advocacy groups for the disabled. Prior to cancelling last year, we joined the U.P. Rainbow Pride planning committee for Pride Fest. This year a Pride Parade will take place on the Saturday of Art Week. Art Week also works with accessibility by partnering and consulting with the [Superior Alliance for Independent Living \(SAIL\)](#), the [Marquette Senior Center](#), [Marquette County Aging Services](#), [Michigan Arts Access-Marquette Affiliate](#). In 2022 we plan an artists market and performances on the grounds of the low income senior housing complex. In addition our City's Senior Theater Troupe plan to perform original monologues written by local seniors in 2022.

Implementation and Management (comparison numbers)

Office staff coordinates and promotes the entire event in collaboration with over 60 local arts and culture organizations and work by over 200 artists. 24 featured events

Staff begins reaching out to partners in the winter and planning continues until spring. Partners and businesses are sent an electronic registration in January and confirm participation by early March. During the month of March and April the detailed coordination, calendar and magazine design takes place. Staff communicates with each organization to ensure images, descriptions, social media sites and all electronic engagement calendars are filled out. Staff arranges for all media both print, radio and television interviews. Each presenter and artists are required to post on their social media through facebook found at [this link](#). All events are posted on the City's online community engagement calendar, MQT Compass, which can be found [here](#). In addition rack cards are distributed in May and Art Week Magazine end of May through June. In addition, local travel bureau, Travel Marquette, and the Marquette Downtown Association are essential to distribution of marketing materials. Also, new this year is the addition of a permanent Art Week information table to be located downtown. This table will be manned 9am-9pm each day and offer Art Week event listings, maps and NEW activity booklet, Art Quest.

Staff must apply for all City permits necessary to create the entire downtown into a venue, sidewalks, pocket parks and street closures must all be permitted. Center staff work closely with the fire and police department, public works, parks and recreation and local businesses so that they have a clear understanding and map in hand of every event. Art can be messy, loud and unexpected so staff works closely to resolve any complaints or questions.

Art Week takes place June 21-27. Events take place from 10am -10pm each day. Staff works overtime to attend each program, document, and provide headcount. Staff works with program leaders and volunteers to ensure sites are set up and cleaned. As seen in artistic quality section, each of the organizations featured puts on countless events annually. Businesses, art studios and galleries are run the same way. This is a showcase of established artists and arts and culture organizations.

The Office staff has combined and essential partners have decades of experience coordinating and marketing large community events. Office staff are not only experienced administrators but artists themselves; musician, dancer and visual artist. All three are involved in the arts and culture community outside the Office and serve on several boards of directors. This is also shown in the Bio Attachment. Staff is instrumental in assisting partners through direct funding, grant writing assistance and sponsorship requests but also technical assistance with partner websites, promotion and graphic design. Our intent is to ensure success. This includes the MCACA grant and City funds which were distributed through a first time application process (please see attachments for planning documents). First time branding effort by the Office has been an important part of implementation and offered partners clear understanding of City and presenters responsibilities for marketing a successful events.

Art Week is evaluated during and afterwards. As mentioned in Community Impact section we evaluate through surveys, audience attendance and by attending each event simply to see if folks are having fun. Evaluation occurs in follow-up Art Week debriefing meetings with every major

partner shortly after the event. In person meetings are essential for evaluation and to brainstorm and share ideas to improve event or come up with the next big idea.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

Consent Agenda - Roll Call Vote

Presque Isle Marina - MDNR Waterways Phase III Grant- Roll Call Vote

BACKGROUND:

At its March 29, 2021 meeting, the City Commission authorized submitting a Michigan Department of Natural Resources - Waterways Grant Program application to complete Presque Isle Marina phase III, including demolition of the remaining pier, repaving the parking lot and adding utility disconnect infrastructure.

Recently, the City received a Waterways Grant Agreement. The agreement totals 50 percent of the project cost of \$524,200, with grant funds not to exceed \$262,100. The grant proceeds are solely for the design and completion of the project. The term of the grant is three (3) years from the date of issuance.

Upon approving the Grant Agreement, and following State legislative approval, the City will be authorized to proceed with engineering, design, demolition of the remaining pier, repaving the existing parking lot and installation of utility disconnect infrastructure. The professional services of design and construction oversight will be outsourced.

The intended timeline for this project would be engineering through the winter of 2021/2022 and demolition and construction within the 2022 boating season.

FISCAL EFFECT:

The FY22 budget includes \$524,200 for this project.

RECOMMENDATION:

Approve the Waterways Grant Agreement totaling \$262,100 for removal of the remaining pier, repaving the parking lot, and utility disconnect infrastructure at Presque Isle Marina, and authorize the Mayor and Clerk to sign the Agreement and Resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Grant Agreement and Resolution

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2021, between the City of Marquette, MARQUETTE COUNTY, MICHIGAN (the "City") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the City is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the City has asked that the Department assist the City with the removal of the decommissioned north pier, parking lot improvements, and necessary improvements to allow for decoupling of the new floating pier at the Marquette Presque Isle Municipal Marina (52-202) (the "Facilities");

WHEREAS, the Department is willing to assist the City to construct the facilities, which are estimated to cost Five Hundred Twenty-four Thousand Two Hundred dollars (\$524,200.00), with the Department agreeing to pay 50% of the estimated cost, and is not to exceed Two Hundred Sixty-two Thousand One Hundred dollars (\$262,100.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the City a sum of money equal to 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Two Hundred Sixty-two Thousand One Hundred dollars (\$262,100.00). The words "plans and specifications" shall mean the plans and specifications developed for the City for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

(b) release State funds as reimbursement according to the following:

Acceptance by the City of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by

the plans and specifications following bidding procedures acceptable to the Department and City, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the City or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the City.

(d) provide for the periodic inspection of the facilities, including all equipment and buildings.

2. The City shall:

(a) immediately appropriate the sum of Two Hundred Sixty-two Thousand One Hundred dollars (\$262,100.00) for the project, which represents fifty (50) percent of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the City.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The City shall maintain satisfactory financial accounts, documents and records, and shall make them available to the Department for auditing at reasonable times. The City shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing

plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The City shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the City has failed to correct any safety issues, the Department will have the necessary work completed and the City shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the City and any principal, agent, contractor, and subcontractor of the City:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the City shall:

(a) establish or assign a competent and proper agency of the City to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the City shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The City shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the City for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The City shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the City.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the City due to construction, maintenance or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the City and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The City shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

(h) participate in the State Harbor Reservation System for the life of facilities.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. Facility improvements are held for the life of the Facilities. Life of the Facilities is defined as years from latest grant award. The City may request release from grant obligations after 20 years from date of last executed grant agreement. Release from grant obligations is subject to review of a professional Facility assessment.

5. The City shall comply with all State and Federal statutes applicable to the facilities.

6. The City must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The City must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the Facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved for the life of the Facilities by the City for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the City and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the City shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The City agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The City represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the City without the Department's prior written approval.

13. Any failure by the City to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Once a non-compliance issue(s) has been documented, the Department shall notify the [local unit of government]. The [local unit of government] has a right and an obligation to cure, and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary

goal to continue to provide long term recreational waterway access to the boaters of Michigan. Further, a material breach of this Agreement by the City shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over City property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the City, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the City shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over City property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the City shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the City a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue for the life of the Facilities.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

CITY OF MARQUETTE

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the City of Marquette, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Two Hundred Sixty-two Thousand One Hundred dollars (\$262,100.00) to match the Two Hundred Sixty-two Thousand One Hundred dollars (\$262,100.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the City pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

I, _____, Clerk of the City of Marquette, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the City Board at a meeting held _____, 2021.

Dated: _____

City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

Consent Agenda - Roll Call Vote
Replacement Tablets for the Fire Department

BACKGROUND:

The current tablets are over six years old and are past their useful service life. The IT department supports their replacement. SHI has submitted a quote for \$39,145 for new tablets and hardware.

FISCAL EFFECT:

There are sufficient funds in the FY 2022 IT budget.

RECOMMENDATION:

Approve the purchase of the tablets and hardware from SHI in the amount of \$39,145 plus any shipping costs

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ SHI Pricing Proposal



Pricing Proposal
Quotation #: 21243914
Created On: 11/9/2021
Valid Until: 11/30/2021

City of Marquette

Todd Carruth

M
United States
Phone: (906) 228-0418
Fax:
Email: tcarruth@marquettemi.gov

Inside Account Executive

James Ernst

290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-652-3056
Fax: 732-507-1538
Email: james_ernst@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 A140,I5,16GB,256GB,WIFI+BT+GPS+4G LTE+PT Getac - Part#: AM2OT4QAXBBS	1	\$3,334.00	\$3,334.00
2 Havis Vehicle Dock - Docking station - for Getac A140 Getac - Part#: OHHGTC8013	1	\$805.00	\$805.00
3 B360 - I5-10210U, W/ WBCAM, WIN10 PRO X64,16G, 256GB PCIE SSD (MAIN STORAGE, USE Getac - Part#: BM27T4BA68GX	5	\$3,625.00	\$18,125.00
4 TF1-STANDARD VEHICLE DOCKING;W/ TRI-PASS THRU,W/ DS-DA-418 S Getac - Part#: 543390100102	5	\$854.00	\$4,270.00
5 K120 - I5-8250U, W/ WEBCAM+HD HANDLE, WIN10 PRO X64,16G, 256GB PCIE SSD, SUNLIGH Getac - Part#: KH1CT4VAXUXS	2	\$3,640.00	\$7,280.00
6 Getac - Keyboard - dock - US - for Getac K120 Getac - Part#: GDKBU5	2	\$691.00	\$1,382.00
7 Havis Vehicle Dock - Docking station - for Getac K120 Getac - Part#: OHHGTC10043	2	\$1,088.00	\$2,176.00
8 CELL/LTE, WIFI, GNSS, 19FT COAX, COLOR BLACK, NEW FORM FACTO Getac - Part#: 590GBL000240	6	\$151.00	\$906.00
9 Havis Premium Passenger Side Mount Package - Mounting kit (pole, swing arm, base plate, side support arm, height adjust handle) - for vehicle mount computer docking station / keyboard - car passenger side Havis - Part#: PKG-PSM-385	2	\$438.00	\$876.00
		Total	\$39,154.00

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

Consent Agenda - Roll Call Vote

Resolutions for Additions and Vacations of City Right of Ways and Additions and Vacations of ACT 51 Roadway Centerline Records - Roll Call Vote

BACKGROUND:

Recent construction projects have resulted in changes to the City's road network. These changes involve the realignment of Lakeshore Boulevard and intersecting side streets, which include Hawley Street, Pine Street and Wright Street. Also included is Maple Ridge Drive in Harlow Farms.

City Commission resolutions that acknowledge these changes are required for the following reasons:

- Designate and vacate right of ways to accommodate road network changes.
- Designate and vacate roadway centerline records, which is required by Michigan Public Act 51 of 1951 (Act 51) and is tied to state funding.

Changes to Act 51 centerline lengths will result in an addition of 508 feet in the local system and a reduction of 642 feet in the major system.

FISCAL EFFECT:

The City of Marquette will see a net decrease of \$2,264.85 annually in Act 51 revenue.

RECOMMENDATION:

Authorize the Mayor and City Clerk to sign the 11 attached resolutions, consisting of Act 51 addition and vacation resolutions and City of Marquette right-of-way addition and vacation resolutions.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 1) Lakeshore Boulevard Act 51 Resolution for Street Decertification/ Vacation
- ▣ 2) Lakeshore Boulevard Resolution for Right of Way Dedication
- ▣ 3) Lakeshore Boulevard Act 51 Resolution for Street Addition Certification

- ▣ 4) Hawley Street Act 51 Resolution for Street Decertification/ Vacation
- ▣ 5) Lakeshore Boulevard & Hawley Street (pumphouse property) Resolution for Right of Way Dedication
- ▣ 6) Wright Street Act 51 Resolution for Street Decertification/ Vacation
- ▣ 7) Wright Street Resolution for Right of way Vacation
- ▣ 8) Wright Street Resolution for Right of Way Dedication
- ▣ 9) Wright Street Act 51 Resolution for Street Addition Certification
- ▣ 10) Pine Street Act 51 Resolution for Street Decertification/ Vacation
- ▣ 11) Maple Ridge Drive Act 51 Resolution for Street Addition Certification

RESOLUTION FOR STREET DECERTIFICATION/ VACATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29th, 2021, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette wishes to decertify/ vacate a portion of Lakeshore Boulevard,

Whereas this decertification/ vacation of Lakeshore Boulevard is located between a point south of Pine Street and a point north of Hawley Street for a total decertification/ vacation length of 4716.40 feet.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of Government Lots Five (5), Six (6), and Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S00°39'47"W perpendicular to said section line 1251.75 feet; thence S89°20'13"E parallel with said section line 1811.26 feet to the Point of Beginning of deleted Lakeshore Boulevard centerline;

Thence N32°51'14"W 184.36 feet; thence N32°51'14"W 112.25 feet; thence N27°55'34"W 174.48 feet; thence northwesterly along a curve to the right 222.54 feet, said curve having a radius of 454.00 feet and a delta of 28°05'05", the chord of which bears N13°53'02"W a distance of 220.32 feet; thence N00°09'31"E 359.92 feet; thence northwesterly along a curve to the left 375.33 feet, said curve having a radius of 800.00 feet and a delta of 26°52'51", the chord of which bears N13°16'54"W a distance of 371.89 feet; thence N26°43'20"W 698.25 feet; thence northwesterly along a curve to the right 446.91 feet, said curve having a radius of 2451.00 feet and a delta of 10°26'50", the chord of which bears N21°29'55"W a distance of 446.30 feet; thence N16°16'30"W 197.98 feet; thence northwesterly along a curve to the left 164.73 feet, said curve having a radius of 2178.00 feet and a delta of 04°20'01", the chord of which bears N18°26'30"W a distance of 164.69 feet; thence N20°36'30"W 442.76 feet; thence northwesterly along a curve to the right 351.25 feet, said curve having a radius of 2180.00 feet and a delta of 09°13'54", the chord of which bears N15°59'33"W a distance of 350.87 feet; thence N11°22'36"W 5.65 feet; thence northerly along a curve to the right 453.18 feet, said curve having a radius of 4095.27 feet and a delta of 06°20'25", the chord of which bears N08°33'22"W a distance of 452.95 feet; thence northerly along a curve to the right 175.76 feet, said curve having a radius of 4095.27 feet and a delta of 02°27'33", the chord of which bears

N04°09'23"W a distance of 175.75 feet; thence N03°16'35"W 351.05 feet to the Terminus of said deleted Lakeshore Boulevard centerline.

Said deleted centerline of Lakeshore Boulevard is 4716.40 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

2. That said street is vacated and no longer a public street/.

Resolution duly adopted by roll call vote.

Date: _____

Jennifer A. Smith, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

**PORTION OF LAKESHORE BOULEVARD
CENTERLINE DESCRIPTION
FOR ACT 51 DELETION**

Part of Government Lots Five (5), Six (6), and Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S00°39'47"W perpendicular to said section line 1251.75 feet; thence S89°20'13"E parallel with said section line 1811.26 feet to the Point of Beginning of deleted Lakeshore Boulevard centerline;

Thence N32°51'14"W 184.36 feet; thence N32°51'14"W 112.25 feet; thence N27°55'34"W 174.48 feet; thence northwesterly along a curve to the right 222.54 feet, said curve having a radius of 454.00 feet and a delta of 28°05'05", the chord of which bears N13°53'02"W a distance of 220.32 feet; thence N00°09'31"E 359.92 feet; thence northwesterly along a curve to the left 375.33 feet, said curve having a radius of 800.00 feet and a delta of 26°52'51", the chord of which bears N13°16'54"W a distance of 371.89 feet; thence N26°43'20"W 698.25 feet; thence northwesterly along a curve to the right 446.91 feet, said curve having a radius of 2451.00 feet and a delta of 10°26'50", the chord of which bears N21°29'55"W a distance of 446.30 feet; thence N16°16'30"W 197.98 feet; thence northwesterly along a curve to the left 164.73 feet, said curve having a radius of 2178.00 feet and a delta of 04°20'01", the chord of which bears N18°26'30"W a distance of 164.69 feet; thence N20°36'30"W 442.76 feet; thence northwesterly along a curve to the right 351.25 feet, said curve having a radius of 2180.00 feet and a delta of 09°13'54", the chord of which bears N15°59'33"W a distance of 350.87 feet; thence N11°22'36"W 5.65 feet; thence northerly along a curve to the right 453.18 feet, said curve having a radius of 4095.27 feet and a delta of 06°20'25", the chord of which bears N08°33'22"W a distance of 452.95 feet; thence northerly along a curve to the right 175.76 feet, said curve having a radius of 4095.27 feet and a delta of 02°27'33", the chord of which bears N04°09'23"W a distance of 175.75 feet; thence N03°16'35"W 351.05 feet to the Terminus of said deleted Lakeshore Boulevard centerline.

Said deleted centerline of Lakeshore Boulevard is 4716.40 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

Date: June 21, 2021

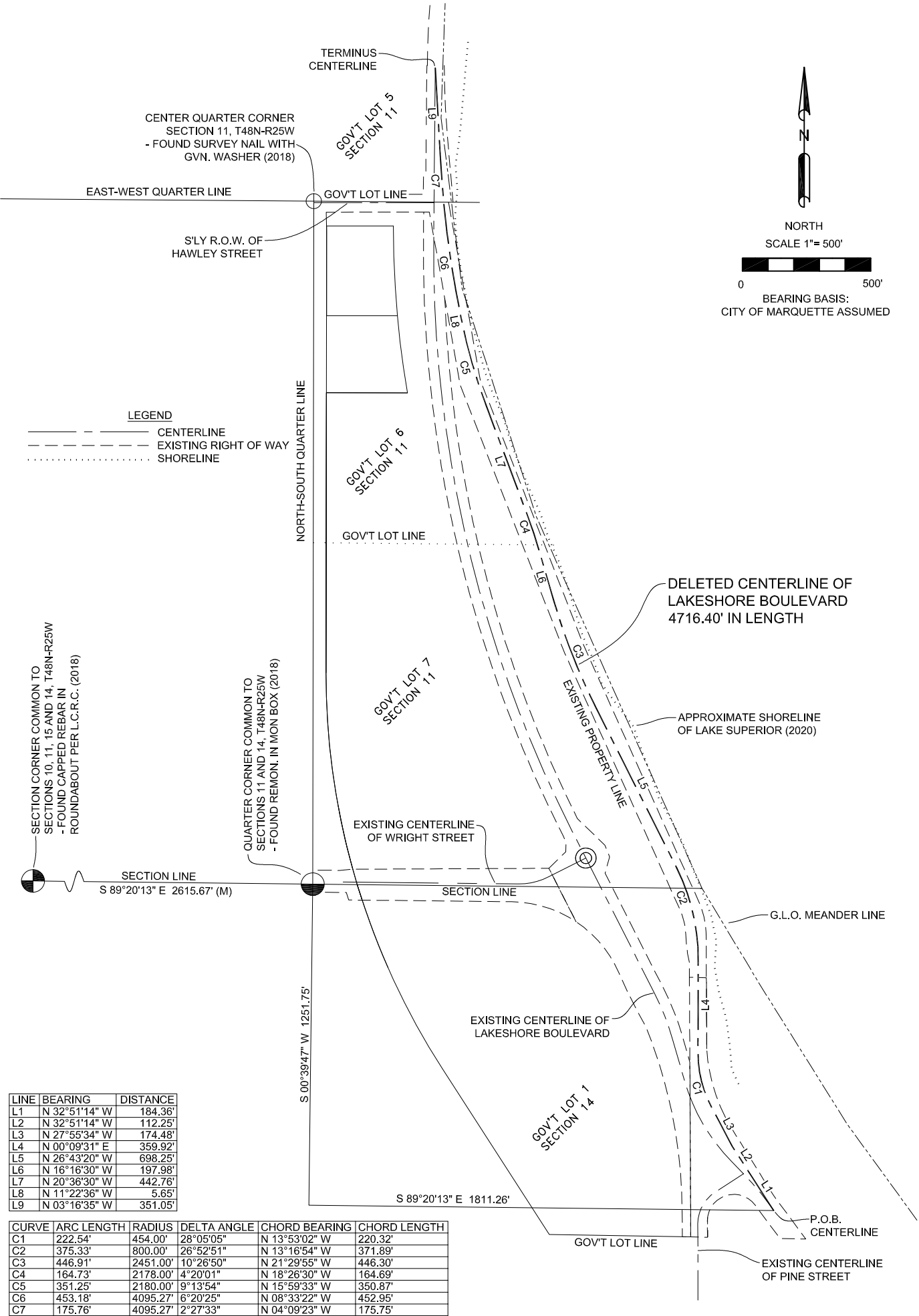
Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ13-500

J:\Projects\MQ13-500 - Lakeshore Blvd Coastal Restoration\Field Construction Related\All Survey\Survey Drawings\Boundary Survey\Legal Descriptions\210510 Lakeshore PA Deletion\MQ13-500 Lakeshore Blvd PA Deletion Legal Description (210621).doc

EXHIBIT "A"
DESCRIPTION SKETCH P.A. 51 DELETION

PART OF GOVERNMENT LOTS 5, 6, AND 7 OF SECTION 11 AND PART OF GOVERNMENT LOT 1 OF SECTION 14, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



NOTES:

1. THIS SKETCH IS INTENDED TO BE A VISUAL REFERENCE FOR THE ATTACHED LEGAL DESCRIPTION.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED. THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. DESCRIPTION SKETCH AND LEGAL DESCRIPTION BASED ON PRECEDING PARCEL SPLITS FROM THE CITY OF MARQUETTE 'CLIFFS DOW SITE' PARCEL.

PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JUNE 21, 2021
SHEET 2 OF 2
JOB NO. MQ13-500

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29th, 2021, a motion was made to adopt the following resolution by Commissioner

_____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property on December 15, 1997 (Liber 412 of Deeds, Page 794) and on June 1, 1934 (Liber 106 of Deeds, Page 459) and wishes to dedicate a portion of this property for Lakeshore Boulevard right of way, and

Whereas this right of way will serve as a public street and utility right of way for Lakeshore Boulevard.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

Part of Government Lots Six (6) and Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S89°22'28"E (recorded as S89°22'21"E in Liber 416 of Deeds, Page 512, and S89°46'13"E in Liber 412 of Deeds, Page 794) along the section line 957.14 feet to the easterly Right of Way (R.O.W.) of Wright Street and the Point of Beginning;

Thence N26°53'46"W along said R.O.W. a distance of 81.13 feet; thence N45°35'35"E 92.09 feet; thence N00°35'35"E 40.32 feet; thence N26°53'46"W 22.37 feet; thence northerly along a curve to the right 2413.31 feet, said curve having a radius of 5040.00 feet and a delta of 27°26'06", the chord of which bears N13°10'43"W a distance of 2390.32 feet; thence N00°32'20"E 106.17 feet to the southerly R.O.W. of Hawley Street as recorded in said Liber 412; thence N89°55'58"E (recorded as N89°30'22"E) along said southerly R.O.W. a distance of 22.09 feet to the existing R.O.W. of Lakeshore Boulevard; thence S10°07'11"E (recorded as S10°32'36"E) along said existing R.O.W. a distance of 341.83 feet; thence southerly along a curve to the left 2108.03 feet, said curve having a radius of 4960.00 feet and a delta of 24°21'04", the chord of which bears S14°17'21"E a distance of 2092.20 feet; thence S45°56'03"E 149.76 feet; thence S21°30'08"E 49.53 feet; thence S15°42'20"W 65.50 feet; thence S26°53'46"E 506.96 feet; thence southeasterly along a curve to the right 197.54 feet, said curve having a radius of 1040.00 feet and a delta of 10°52'58", the chord of which bears S21°27'17"E a distance of 197.24 feet; thence S16°00'48"E 104.91 feet to the existing Pine Street R.O.W. as recorded in said Liber 412; thence S00°17'41"E (recorded as S00°43'19"E) along said existing R.O.W. a distance of 681.56 feet to the south line of said Government Lot 1 and the easterly extension of the south line of said Liber 416 parcel; thence N88°59'01"W (recorded as N88°58'53"W in said Liber 416 and N88°24'16"W in said Liber 412) along said south line of Government Lot 1 and said easterly extension of the south line of said Liber 416 parcel 33.01 feet to the southeast corner of said Liber 416 parcel; thence N00°17'40"W (recorded as N00°17'33"W) along the easterly line of said Liber 416 parcel 100.99 feet; thence northerly along said easterly line and a curve to the left 734.37 feet (recorded as 734.36 feet), said curve having a radius of 1940.00 feet and a delta of 21°41'19", the

chord of which bears N11°06'08"W (recorded as N11°06'01"W) a distance of 729.99 feet; thence northwesterly along said easterly line and a reverse curve to the right 234.00 feet (recorded as 233.99 feet), said curve having a radius of 2060.00 feet and a delta of 06°30'30", the chord of which bears N26°33'49"W (recorded as N26°33'42"W) a distance of 233.87 feet; thence northwesterly along said easterly line and a reverse curve to the left 266.72 feet, said curve having a radius of 462.82 feet and a delta of 33°01'07", the chord of which bears N39°49'08"W a distance of 263.04 feet to the Southeast corner of said Wright Street R.O.W.; thence N26°53'46"W along said Wright Street R.O.W. a distance of 152.08 feet to the Point of Beginning.

The above described parcel contains 8.66 acres, more or less, and is shown on the Description Sketch attached hereto as Exhibit "A", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

2. That said right-of-way is under the control of the City of Marquette.
3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

Jennifer A. Smith, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

**LEGAL DESCRIPTION
FOR RELOCATED LAKESHORE BOULEVARD
RIGHT OF WAY**

Part of Government Lots Six (6) and Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S89°22'28"E (recorded as S89°22'21"E in Liber 416 of Deeds, Page 512, and S89°46'13"E in Liber 412 of Deeds, Page 794) along the section line 957.14 feet to the easterly Right of Way (R.O.W.) of Wright Street and the Point of Beginning;

Thence N26°53'46"W along said R.O.W. a distance of 81.13 feet; thence N45°35'35"E 92.09 feet; thence N00°35'35"E 40.32 feet; thence N26°53'46"W 22.37 feet; thence northerly along a curve to the right 2413.31 feet, said curve having a radius of 5040.00 feet and a delta of 27°26'06", the chord of which bears N13°10'43"W a distance of 2390.32 feet; thence N00°32'20"E 106.17 feet to the southerly R.O.W. of Hawley Street as recorded in said Liber 412; thence N89°55'58"E (recorded as N89°30'22"E) along said southerly R.O.W. a distance of 22.09 feet to the existing R.O.W. of Lakeshore Boulevard; thence S10°07'11"E (recorded as S10°32'36"E) along said existing R.O.W. a distance of 341.83 feet; thence southerly along a curve to the left 2108.03 feet, said curve having a radius of 4960.00 feet and a delta of 24°21'04", the chord of which bears S14°17'21"E a distance of 2092.20 feet; thence S45°56'03"E 149.76 feet; thence S21°30'08"E 49.53 feet; thence S15°42'20"W 65.50 feet; thence S26°53'46"E 506.96 feet; thence southeasterly along a curve to the right 197.54 feet, said curve having a radius of 1040.00 feet and a delta of 10°52'58", the chord of which bears S21°27'17"E a distance of 197.24 feet; thence S16°00'48"E 104.91 feet to the existing Pine Street R.O.W. as recorded in said Liber 412; thence S00°17'41"E (recorded as S00°43'19"E) along said existing R.O.W. a distance of 681.56 feet to the south line of said Government Lot 1 and the easterly extension of the south line of said Liber 416 parcel; thence N88°59'01"W (recorded as N88°58'53"W in said Liber 416 and N88°24'16"W in said Liber 412) along said south line of Government Lot 1 and said easterly extension of the south line of said Liber 416 parcel 33.01 feet to the southeast corner of said Liber 416 parcel; thence N00°17'40"W (recorded as N00°17'33"W) along the easterly line of said Liber 416 parcel 100.99 feet; thence northerly along said easterly line and a curve to the left 734.37 feet (recorded as 734.36 feet), said curve having a radius of 1940.00 feet and a delta of 21°41'19", the chord of which bears N11°06'08"W (recorded as N11°06'01"W) a distance of 729.99 feet; thence northwesterly along said easterly line and a reverse curve to the right 234.00 feet (recorded as 233.99 feet), said curve having a radius of 2060.00 feet and a delta of 06°30'30", the chord of which bears N26°33'49"W (recorded as N26°33'42"W) a distance of 233.87 feet; thence northwesterly along said easterly line and a reverse curve to the left 266.72 feet, said curve having a radius of 462.82 feet and a delta of 33°01'07", the chord of which bears N39°49'08"W a distance of 263.04 feet to the Southeast corner of said Wright Street R.O.W.; thence N26°53'46"W along said Wright Street R.O.W. a distance of 152.08 feet to the Point of Beginning.

The above described parcel contains 8.66 acres, more or less, and is shown on the Description Sketch attached hereto as Exhibit "A", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

Date: April 27, 2021

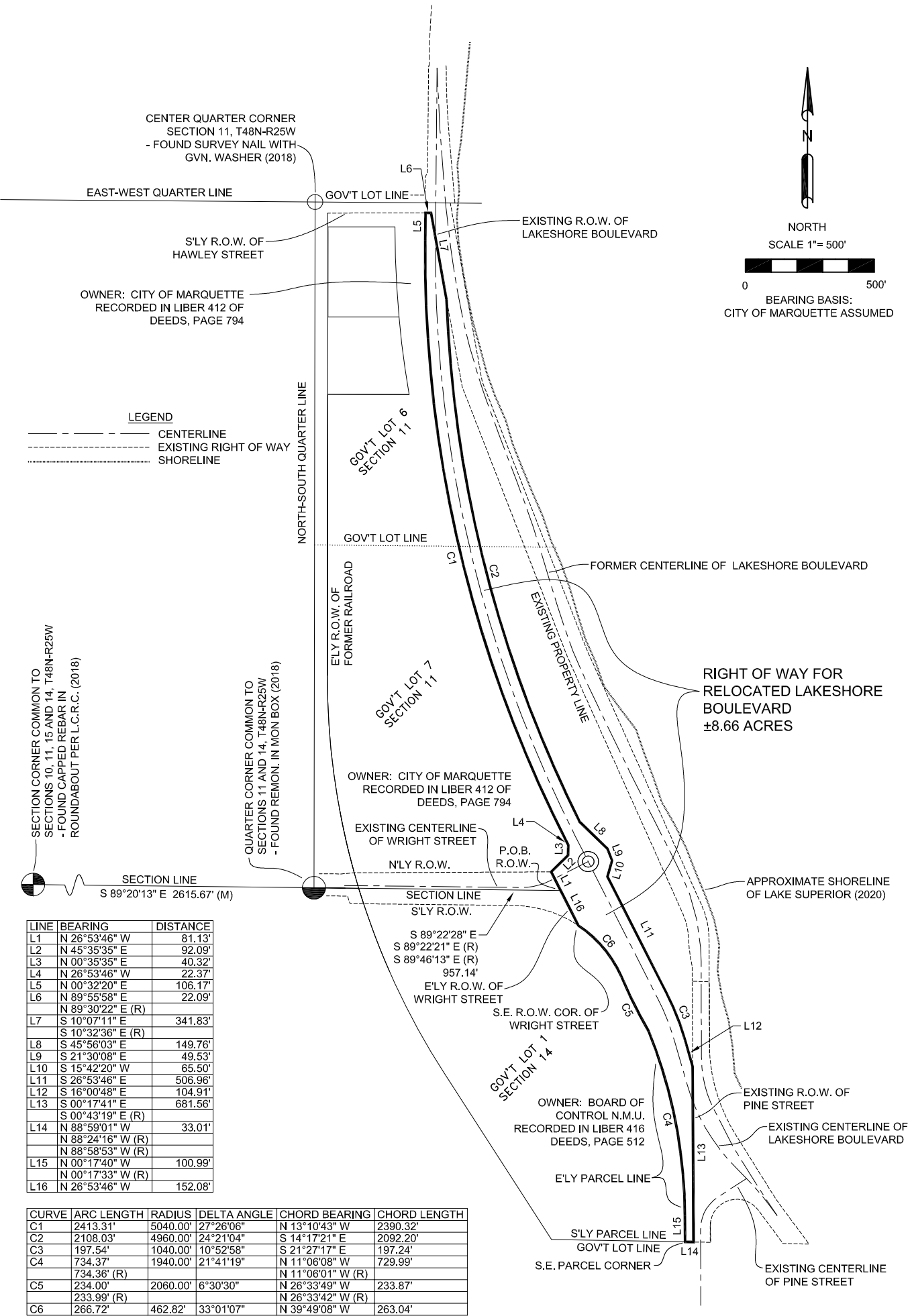
Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ13-500

J:\Projects\MQ13-500 - Lakeshore Blvd Coastal Restoration\Field Construction Related\All Survey\Survey Drawings\Boundary Survey\Legal Descriptions\210427 Lakeshore ROW\MQ13-500 Lakeshore Blvd ROW - Legal Description (210427).doc

EXHIBIT "A"
DESCRIPTION SKETCH

PART OF GOVERNMENT LOTS 6 AND 7 OF SECTION 11 AND PART OF GOVERNMENT LOT 1 OF SECTION 14, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



NOTES:

1. THIS SKETCH IS INTENDED TO BE A VISUAL REFERENCE FOR THE ATTACHED LEGAL DESCRIPTION.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED. THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. DESCRIPTION SKETCH AND LEGAL DESCRIPTION BASED ON PRECEDING PARCEL SPLITS FROM THE CITY OF MARQUETTE 'CLIFFS DOW SITE' PARCEL.

PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
APRIL 27, 2021
SHEET 2 OF 2
JOB NO. MQ13-500

RESOLUTION FOR STREET ADDITION CERTIFICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29, 2021, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette on June 1, 1934 (Liber 106 of Deeds, Page 459) and December 15, 1997 (Liber 412 of Deeds, Page 794) acquired title to Lakeshore Boulevard; and

Whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of Government Lots Five (5), Six (6), and Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S00°39'47"W perpendicular to said section line 1251.75 feet; thence S89°20'13"E parallel with said section line 1811.26 feet to the Point of Beginning of Lakeshore Boulevard centerline;

Thence N36°01'17"W 36.81 feet; thence northwesterly along a curve to the left 149.06 feet, said curve having a radius of 1003.02 feet and a delta of 08°30'52", the chord of which bears N40°17'05"W a distance of 148.92 feet to the intersection of Pine Street centerline; thence N44°13'26"W 67.39 feet; thence northwesterly along a curve to the right 369.28 feet, said curve having a radius of 750.00 feet and a delta of 28°12'38", the chord of which bears N30°07'07"W a distance of 365.56 feet; thence N16°00'48"W 167.41 feet; thence northwesterly along a curve to the left 189.94 feet, said curve having a radius of 1000.00 feet and a delta of 10°52'58", the chord of which bears N21°27'17"W a distance of 189.66 feet; thence N26°53'46"W 708.69 feet; thence northerly along a curve to the right 2394.16 feet, said curve having a radius of 5000.00 feet and a delta of 27°26'06", the chord of which bears N13°10'43"W a distance of 2371.35 feet; thence N00°32'20"E 143.19 feet to the intersection of Hawley Street centerline; thence N00°32'20"E 525.81 feet to the Terminus of said Lakeshore Boulevard centerline.

Said centerline of Lakeshore Boulevard is 4751.74 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

2. That said street is located within a City right-of-way and is under the control of the City of Marquette.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2021.

Resolution duly adopted by roll call vote.

Date: _____

Jennifer A. Smith, Mayor City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

**PORTION OF LAKESHORE BOULEVARD
CENTERLINE DESCRIPTION
FOR ACT 51 ADDITION**

Part of Government Lots Five (5), Six (6), and Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S00°39'47"W perpendicular to said section line 1251.75 feet; thence S89°20'13"E parallel with said section line 1811.26 feet to the Point of Beginning of Lakeshore Boulevard centerline;

Thence N36°01'17"W 36.81 feet; thence northwesterly along a curve to the left 149.06 feet, said curve having a radius of 1003.02 feet and a delta of 08°30'52", the chord of which bears N40°17'05"W a distance of 148.92 feet to the intersection of Pine Street centerline; thence N44°13'26"W 67.39 feet; thence northwesterly along a curve to the right 369.28 feet, said curve having a radius of 750.00 feet and a delta of 28°12'38", the chord of which bears N30°07'07"W a distance of 365.56 feet; thence N16°00'48"W 167.41 feet; thence northwesterly along a curve to the left 189.94 feet, said curve having a radius of 1000.00 feet and a delta of 10°52'58", the chord of which bears N21°27'17"W a distance of 189.66 feet; thence N26°53'46"W 708.69 feet; thence northerly along a curve to the right 2394.16 feet, said curve having a radius of 5000.00 feet and a delta of 27°26'06", the chord of which bears N13°10'43"W a distance of 2371.35 feet; thence N00°32'20"E 143.19 feet to the intersection of Hawley Street centerline; thence N00°32'20"E 525.81 feet to the Terminus of said Lakeshore Boulevard centerline.

Said centerline of Lakeshore Boulevard is 4751.74 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

Date: June 21, 2021

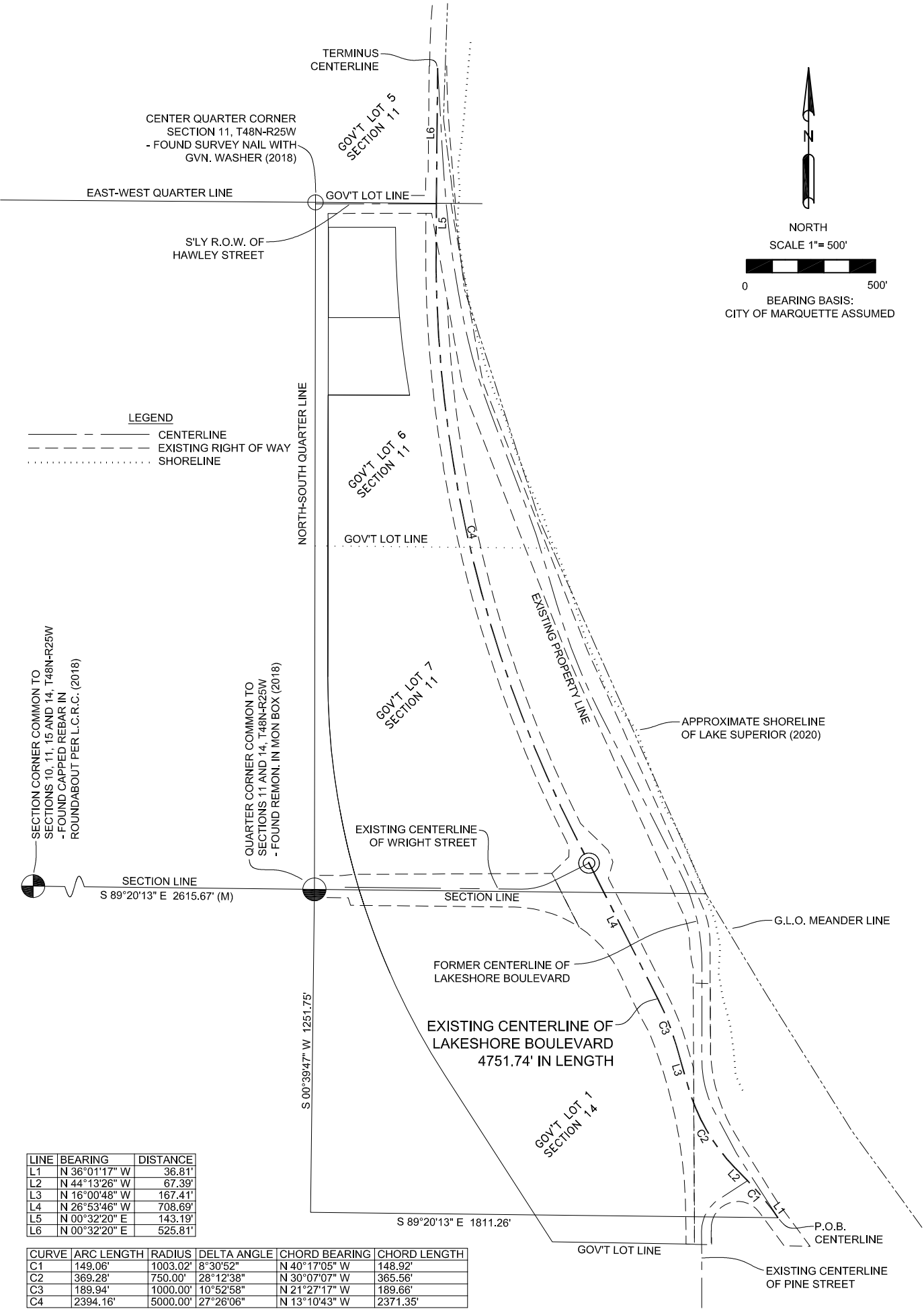
Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ13-500

J:\Projects\MQ13-500 - Lakeshore Blvd Coastal Restoration\Field Construction Related\All Survey\Survey Drawings\Boundary Survey\Legal Descriptions\210510 Lakeshore PA Addition\MQ13-500 Lakeshore Blvd PA Addition Legal Description (210510).doc

EXHIBIT "A"
DESCRIPTION SKETCH P.A. 51 ADDITION

PART OF GOVERNMENT LOTS 5, 6, AND 7 OF SECTION 11 AND PART OF GOVERNMENT LOT 1 OF SECTION 14, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JUNE 21, 2021
SHEET 2 OF 2
JOB NO. MQ13-500

NOTES:
1. THIS SKETCH IS INTENDED TO BE A VISUAL REFERENCE FOR THE ATTACHED LEGAL DESCRIPTION.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED. THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. DESCRIPTION SKETCH AND LEGAL DESCRIPTION BASED ON PRECEDING PARCEL SPLITS FROM THE CITY OF MARQUETTE 'CLIFFS DOW SITE' PARCEL.

RESOLUTION FOR STREET DECERTIFICATION/ VACATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29th, 2021, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette wishes to decertify/ vacate a portion of Hawley Street,

Whereas this decertification/ vacation of Hawley Street is located between the relocated Lakeshore Boulevard centerline and the former Lakeshore Boulevard centerline for a total decertification/ vacation length of 37.75 feet.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of Government Lot Six (6) of Section Eleven (11), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 11 and Ten (10); thence S89°28'31"E along the East-West Quarter line of said section 1297.71 feet to the Center-West Sixteenth corner of said section; thence S89°34'00"E along said East-West Quarter line 1297.27 feet to the Center Quarter corner of said section; thence S89°34'11"E along the North line of said Government Lot 468.07 feet to the new centerline of Lakeshore Boulevard; thence S00°32'19"W along said new centerline 2.12

feet to the Point of Beginning of the deleted centerline of Hawley Street;

Thence N89°58'17"E along said deleted centerline 37.75 feet to the Point of Ending.

Said deleted centerline of Hawley Street is 37.75 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

2. That said street is vacated and no longer a public street.

Resolution duly adopted by roll call vote.

Date: _____

Jennifer A. Smith, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

**PORTION OF HAWLEY STREET
FOR DELETION FROM ACT 51
CENTERLINE DESCRIPTION**

Part of Government Lot Six (6) of Section Eleven (11), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 11 and Ten (10); thence S89°28'31"E along the East-West Quarter line of said section 1297.71 feet to the Center-West Sixteenth corner of said section; thence S89°34'00"E along said East-West Quarter line 1297.27 feet to the Center Quarter corner of said section; thence S89°34'11"E along the North line of said Government Lot 468.07 feet to the new centerline of Lakeshore Boulevard; thence S00°32'19"W along said new centerline 2.12 feet to the Point of Beginning of the deleted centerline of Hawley Street;

Thence N89°58'17"E along said deleted centerline 37.75 feet to the Point of Ending.

Said deleted centerline of Hawley Street is 37.75 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

Date: March 22, 2021

Prepared for: City of Marquette

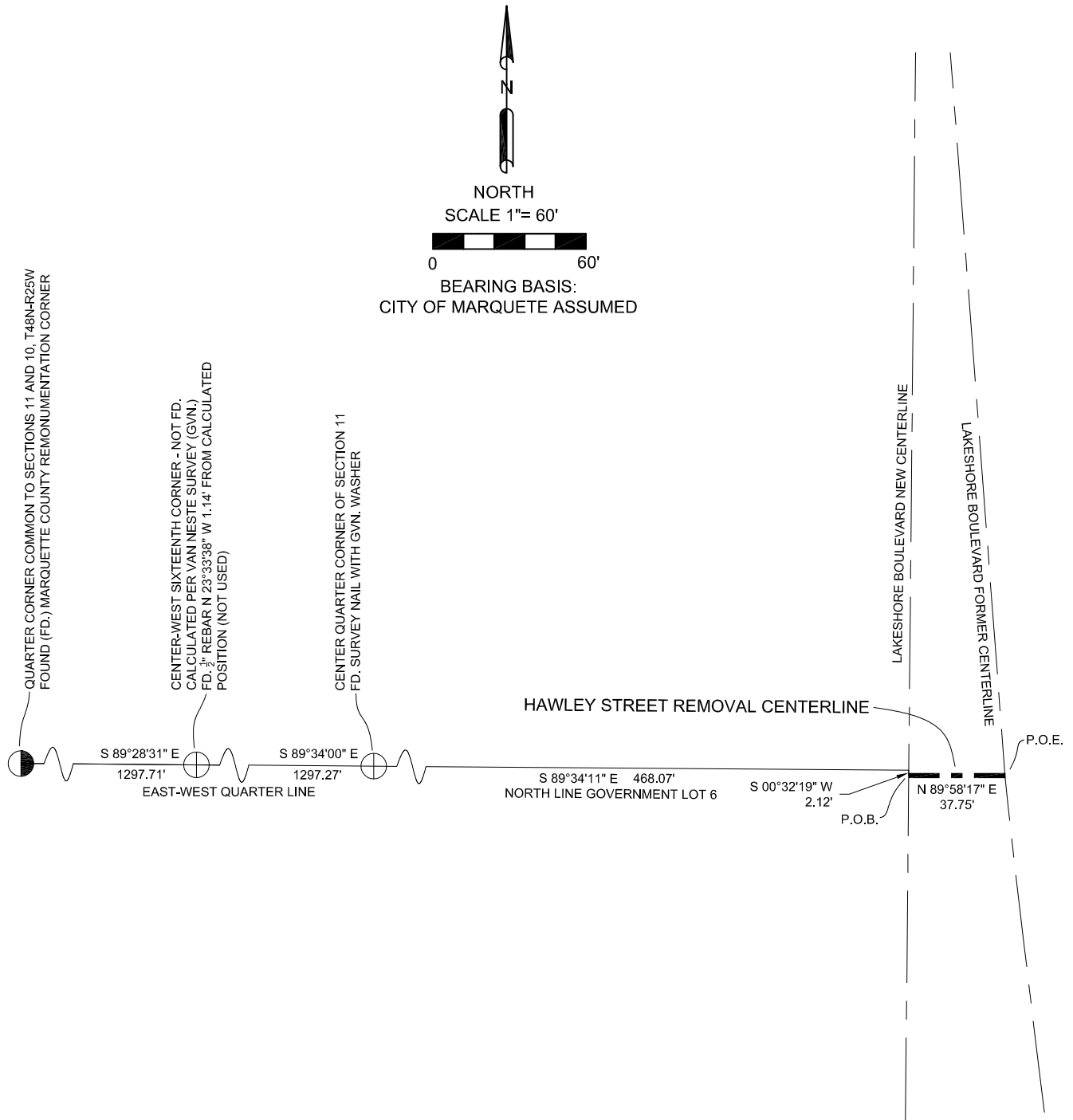
City of Marquette Engineering Department Job No: MQ13-500

J:\Projects\MQ13-500 - Lakeshore Blvd Coastal Restoration\Field Construction Related\All Survey\Survey Drawings\Boundary Survey\Legal Descriptions\210318 Hawley PA Deletion\MQ13-500 Lakeshore Boulevard - Hawley St PA Deletion Legal Description (210323).doc

PORTION OF HAWLEY STREET

DELETION FROM ACT 51, PA OF 1951 LOCAL STREET SYSTEM

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JN.: MQ13-500
MARCH 22, 2021
SHEET 2 OF 2

NOTES:

1. HAWLEY STREET CENTERLINE DELETION FROM P.O.B. TO P.O.E. IS 37.75' IN LENGTH.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. THE ABOVE SHOWN CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29th, 2021, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property on December 15, 1937 (Liber 134 of Deeds, Page 633) and on October 17, 2019 (Document number 2019R-09730) and wishes to dedicate a portion of this property for Lakeshore Boulevard and Hawley Street right of way, and

Whereas this right of way will serve as a public street and utility right of way for Lakeshore Boulevard and Hawley Street.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

Part of Government Lot Five (5) of Section Eleven (11), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 11 and Ten (10); thence S89°28'31"E along the East-West Quarter line of said section 1297.71 feet to the Center-West Sixteenth corner of said section; thence S89°34'00"E along said East-West Quarter line 1297.27 feet to the Center Quarter corner of said section; thence S89°34'11"E along the South line of said Government Lot 325.87 feet to the Southwest corner of a parcel as recorded in Liber 134 of Deeds, Page 663, and the Point of Beginning;

Thence N00°25'49"E along the West line of said parcel 30.00 feet to the proposed northerly Right of Way (R.O.W.) of Hawley Street, a variable width public R.O.W.; thence S89°34'11"E along said northerly R.O.W. and parallel with said government lot line 100.26 feet to the proposed westerly R.O.W. of Lakeshore Boulevard, a variable width public R.O.W.; thence N00°32'20"E along said proposed westerly R.O.W. a distance of 70.00 feet to the North line of said parcel; thence S89°34'00"E along said north line 40.31 feet to the existing westerly R.O.W. of Lakeshore Boulevard, a 66 foot wide public R.O.W. lying 33 feet on either side of the existing center line thereof; thence S04°53'03"E along said existing westerly R.O.W. a distance of 100.43 feet to said government lot line; thence N89°34'11"W along said government lot line 150.00 feet to the Point of Beginning.

The above described parcel contains 0.17 acre, more or less, and is shown on the Description Sketch attached hereto as Exhibit "A", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

2. That said right-of-way is under the control of the City of Marquette.
3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

Jennifer A. Smith, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

**LEGAL DESCRIPTION
FOR LAKESHORE BOULEVARD AND HAWLEY STREET
RIGHT OF WAY RESOLUTION
(CITY OF MARQUETTE LIFT STATION PARCEL)**

Part of Government Lot Five (5) of Section Eleven (11), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 11 and Ten (10); thence S89°28'31"E along the East-West Quarter line of said section 1297.71 feet to the Center-West Sixteenth corner of said section; thence S89°34'00"E along said East-West Quarter line 1297.27 feet to the Center Quarter corner of said section; thence S89°34'11"E along the South line of said Government Lot 325.87 feet to the Southwest corner of a parcel as recorded in Liber 134 of Deeds, Page 663, and the Point of Beginning;

Thence N00°25'49"E along the West line of said parcel 30.00 feet to the proposed northerly Right of Way (R.O.W.) of Hawley Street, a variable width public R.O.W.; thence S89°34'11"E along said northerly R.O.W. and parallel with said government lot line 100.26 feet to the proposed westerly R.O.W. of Lakeshore Boulevard, a variable width public R.O.W.; thence N00°32'20"E along said proposed westerly R.O.W. a distance of 70.00 feet to the North line of said parcel; thence S89°34'00"E along said north line 40.31 feet to the existing westerly R.O.W. of Lakeshore Boulevard, a 66 foot wide public R.O.W. lying 33 feet on either side of the existing center line thereof; thence S04°53'03"E along said existing westerly R.O.W. a distance of 100.43 feet to said government lot line; thence N89°34'11"W along said government lot line 150.00 feet to the Point of Beginning.

The above described parcel contains 0.17 acre, more or less, and is shown on the Description Sketch attached hereto as Exhibit "A", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

Date: January 14, 2020

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ13-500

J:\Projects\MQ13-500 - Lakeshore Blvd Coastal Restoration\Field Construction Related\All Survey\Survey Drawings\Boundary Survey\Legal Descriptions\MQ13-500 Lakeshore Boulevard - Lift Station Parcel ROW Legal Description (200114).doc

A VARIABLE WIDTH RIGHT OF WAY FOR LAKESHORE BOULEVARD AND HAWLEY STREET
ACROSS PART OF GOVERNMENT LOT 5 OF SECTION 11, T48N-R25W, CITY OF MARQUETTE,
MARQUETTE COUNTY, MICHIGAN



NORTH PARCEL LINE
S 89°34'00" E

OWNER: CITY OF MARQUETTE
RECORDED IN LIBER 134D., PG. 663
PIN: 510891

NEW W'LY R.O.W.

RECORDED IN DOC.: 2019R-09730

QUARTER CORNER COMMON TO SECTIONS 11 AND 10, T48N-R25W
FOUND (FD.) MARQUETTE COUNTY REMONUMENTATION CORNER

CENTER-WEST SIXTEENTH CORNER - NOT FD.
CALCULATED PER VAN NESTE SURVEY (GVN.)
FD. 1st REBAR N 23°33'38" W 1.14' FROM
CALCULATED POSITION (NOT USED)

CENTER QUARTER CORNER OF SECTION 11
FD. SURVEY NAIL WITH GVN. WASHER

OWNER: CITY OF MARQUETTE
RECORDED IN DOC.: 2019R-09730

EXISTING W'LY R.O.W.
S 04°53'03" E 100.43

EXISTING E'LY R.O.W.

NOTES:

1. THIS SKETCH IS INTENDED TO BE A VISUAL REFERENCE FOR LAKESHORE BOULEVARD AND HAWLEY STREET RESOLUTION OF RIGHT OF WAY.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. THIS SKETCH AND LEGAL DESCRIPTION ARE TIED TO VAN NESTE SURVEYING JOB NUMBER 214001/ 89081.
4. BASIS OF BEARING IS ROTATED FROM VAN NESTE SURVEYING JOB TO A CITY OF MARQUETTE ASSUMED DATUM.

PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JANUARY 14, 2020
SHEET 1 OF 1
JOB NO. MQ13-500

RESOLUTION FOR STREET DECERTIFICATION/ VACATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29th, 2021, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette wishes to decertify/ vacate a portion of Wright Street,

Whereas this decertification/ vacation of Wright Street is located between Lakeshore Boulevard and point 1585.77 ft west for a total decertification/ vacation length of 1585.77 feet.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

That the center line length of this portion of Wright Street will be 1,586 feet described as follows: Part of Gov' t Lot 7 (S 1 /2 of SE1 / 4) in Section 11, and part of Gov't Lot 1 (N 1 /2 of NE 1 /4) in Section 14. T.48N., R.25W., in the City of Marquette. Marquette County, Michigan, described as:

Commencing at the quarter corner common to Sections 11 and 14; thence S89°22'21 "E along the North line of said Section 14 for 121.35 feet to a point on the Westerly right of way line of the former railroad; thence N 16°26' 50"W 10.54 feet to a point on the Westerly right of way line of the fernier railroad, the Point of Beginning;

Thence S89°22'21 "E along the Wright Street centerline 712.87 feet; thence Southeasterly 47 4.09 feet along said centerline on a curve to the right, said curve having a radius of 425.00 feet and a central angle of 63°54' 48", the chord of which bears S57°24' 57"E 449 .89 feet; thence S25°27'33"E along said centertine 83.0 l feet; thence Southeasterly 299 .86 feet along said centertine on a curve to the left, said curve having a radius of 265.00 feet and a central angle of 64°50'0l " , the chord of which bears S57°52'33"E 284.12 feet; thence N89°42'27"E 15.94 feet to the centerline of Lakeshore Boulevard, the Point of Ending.

2. That said street is vacated and no longer a public street.

Resolution duly adopted by roll call vote.

Date: _____

Jennifer A. Smith, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

RESOLUTION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on December 18, 2006; The following resolution was offered
(date)
by Commissioner Lavey and supported by
Commissioner Kivela.

Whereas the City of Marquette on March 13, 2006 by resolution, dedicated a City right of way for public street and utility purposes for the construction of the Wright Street Extension.

And whereas the City of Marquette has acquired title for right of way purposes for the construction of the Wright Street Extension.

And whereas it is necessary to furnish certain information to the State of Michigan to place this portion of Wright Street in the City Local Street system for the purpose of obtaining funds under Act 51, P.A. of 1951.

NOW THEREFORE IT IS RESOLVED:

1. That the center line length of this portion of Wright Street will be 1,586 feet and described as follows: Part of Gov't Lot 7 (S1/2 of SE1/4) in Section 11, and part of Gov't Lot 1 (N 1/2 of NE 1/4) in Section 14, T.48N., R.25W., in the City of Marquette, Marquette County, Michigan, described as:

Commencing at the quarter corner common to Sections 11 and 14; thence S89°22'21"E along the North line of said Section 14 for 121.35 feet to a point on the Westerly right of way line of the former railroad; thence N16°26'50"W 10.54 feet to a point on the Westerly right of way line of the former railroad, the **Point of Beginning**;

Thence S89°22'21"E along the Wright Street centerline 712.87 feet; thence Southeasterly 474.09 feet along said centerline on a curve to the right, said curve having a radius of 425.00 feet and a central angle of 63°54'48", the chord of which bears S57°24'57"E 449.89 feet; thence S25°27'33"E along said centerline 83.01 feet; thence Southeasterly 299.86 feet along said centerline on a curve to the left, said curve having a radius of 265.00 feet and a central angle of 64°50'01", the chord of which bears S57°52'33"E 284.12 feet; thence N89°42'27"E 15.94 feet to the centerline of Lakeshore Boulevard, the Point of Ending.

2. That said street is located within a City right-of-way and is in and under control of the City of Marquette.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street system.

Resolution duly adopted

David J. Bleau

City Clerk

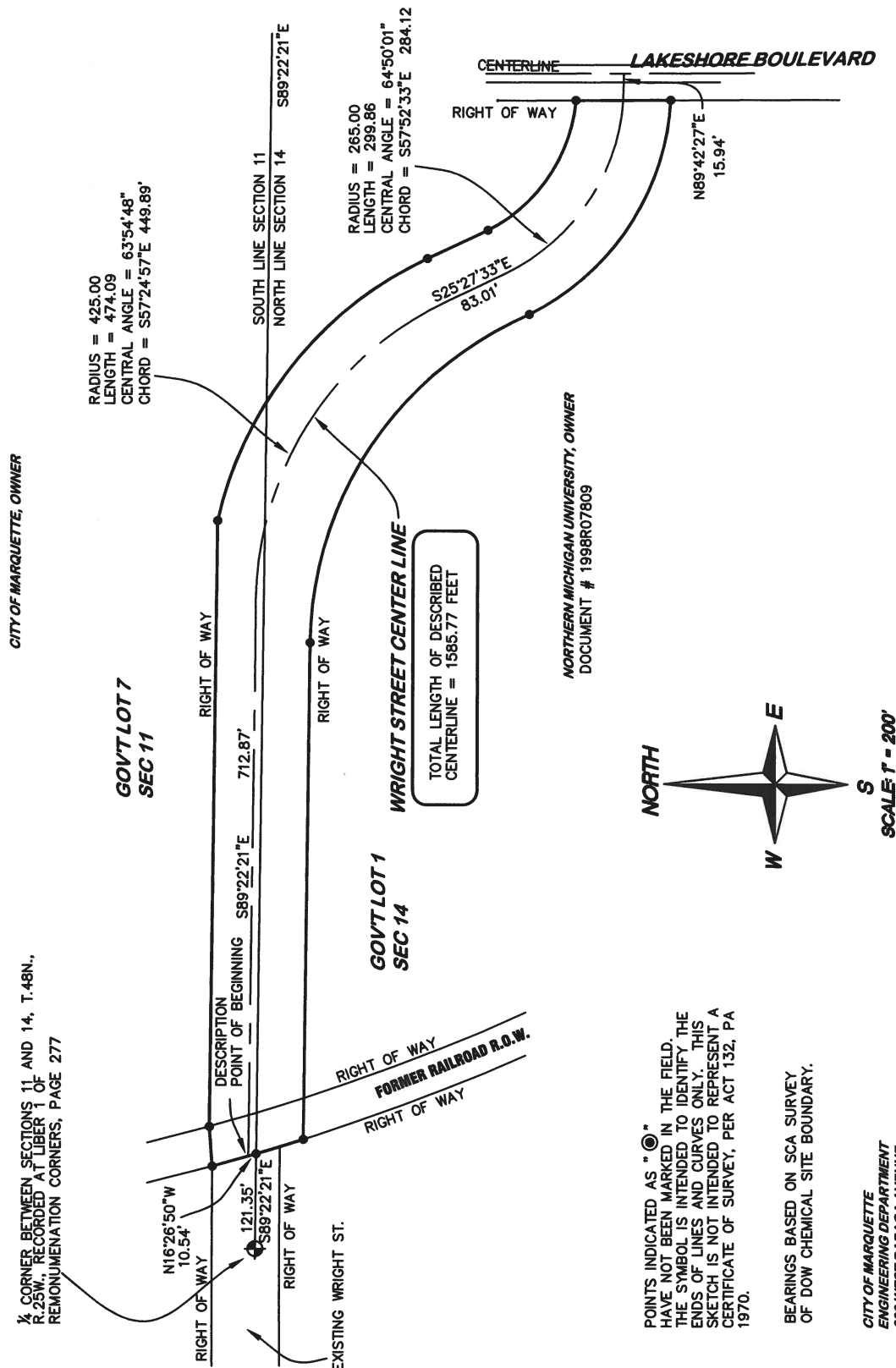
Certified to be a true copy,

December 18, 2006

Date

David J. Bleau

City Clerk (Signature) David J. Bleau



POINTS INDICATED AS "•" HAVE NOT BEEN MARKED IN THE FIELD. THE SYMBOL IS INTENDED TO IDENTIFY THE ENDS OF LINES AND CURVES ONLY. THIS SKETCH IS NOT INTENDED TO REPRESENT A CERTIFICATE OF SURVEY, PER ACT 132, PA 1970.

BEARINGS BASED ON SCA SURVEY
OF DOW CHEMICAL SITE BOUNDARY.

**CITY OF MARQUETTE
ENGINEERING DEPARTMENT
300 WEST BARAGA AVENUE
MARQUETTE, MI 49855
(906)228-0440**

J. MINARD
DEC. 11, 2006

RESOLUTION FOR RIGHT OF WAY VACATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29th, 2021, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette previously dedicated Wright Street a right of way on March 13th 2006,

Whereas the right of way is located on a parcel acquired by the City of Marquette on December 15, 1997 (Liber 412 of Deeds, Page 794).

Whereas the City of Marquette no longer deems said right of way necessary for the City of Marquette street system.

NOW THEREFORE IT IS RESOLVED:

That the said street right of way is described in the attached previously approved resolution dated March 13, 2006.

- 1. That the right of way is now vacated.

Resolution duly adopted.

Date: _____

Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk
City of Marquette

RESOLUTION

At a regular meeting of the City Commission of Marquette, Michigan, held at City Hall on March 13, 2006; the following resolution was offered by Commissioner DePetro, supported by Commissioner Tourville and carried unanimously.

WHEREAS the City of Marquette has acquired property in the area known as Wright Street Extension and wishes to dedicate a portion of this property for the extension of Wright Street, between the existing Wright Street and Lake Shore Boulevard, and

Whereas this right of way will serve as public street and utility right of way for the extension of Wright Street, to Lakeshore Boulevard,

NOW THEREFORE IT IS RESOLVED by the Marquette City Commission that the following described property shall be dedicated a City right of way for public street and utility purposes:

Part of Gov't Lot 7 (S1/2 of SE1/4) in Section 11, and part of Gov't Lot 1 (N 1/2 of NE 1/4) in Section 14, T.48N., R.25W., in the City of Marquette, Marquette County, Michigan, described as:

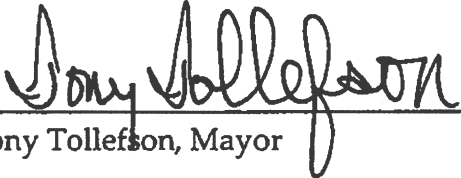
Commencing at the quarter corner common to Sections 11 and 14; thence S89°22'21"E along the North line of said Section 14 for 121.35 feet to a point on the Westerly former railroad right of way line, the **Point of Beginning**;

Thence Southerly 63.00 feet along said right of way on a curve to the left, said curve having a radius of 2889.23 feet and a central angle of 00°47'02", the chord of which bears S17°07'18"E 63.00 feet; thence S89°22'21"E 634.47 feet; thence Southerly 533.66 feet along a curve to the right, said curve having a radius of 462.82 feet and a central angle of 66°03'54", the chord of which bears S56°20'24"E 504.58 feet; thence Easterly 343.34 feet along a curve to the left, said curve having a radius of 325.40 feet and a central angle of 60°27'21", the chord of which bears S56°51'00"E 327.64 feet to a point on the Westerly right of way of Lakeshore Boulevard; thence N00°17'33"W along said right of way 120.30 feet; thence Westerly 209.98 feet along a curve to the right, said curve having a radius of 205.40 feet, and a central angle of 58°34'25", the chord of which bears N55°54'32"W 200.95 feet; thence N25°13'27"W 85.19 feet; thence Westerly 443.98 feet along a curve to the left, said curve having a radius of 485.00 feet and a central angle of 52°26'59", the chord of which bears N51°26'56"W 428.64 feet; thence N89°22'21"W 773.90 feet to a point on the said former railroad Easterly right of way; thence S85°44'08"W 50.97 feet to a point on the Westerly right of way of the former rail road; thence Southerly on said right of way 58.08 feet along a curve to the left, said curve having a radius of

2886.94 feet and a central angle of $01^{\circ}09'09''$, the chord of which bears $S15^{\circ}57'00''E$ 58.07 feet to the Point of Beginning.

Said parcel is shown on the attached description sketch, Exhibit A, and contains 192,723 square feet (4.42 acres, more or less).

Resolution adopted this 13th day of March 2006


Tony Tollefson, Mayor


Kris M. Hazeres, Deputy City Clerk

CITY OF MARQUETTE OWNER
 1/2 CORNER BETWEEN SECTIONS 11 AND 14, T.48N., R.25W. BEING A SUBDIVISION OF REMUNERATION CORNERS, PAGE 277
 GOV'T LOT 7 SEC 11
 GOV'T LOT 14 SEC 14
 WRIGHT STREET RIGHT OF WAY (VARIABLE WIDTH)
 AREA = 192,723 SFT (4.42 ACRE ±)
 CHORD = 515°57'00"E 58.07'
 DELTA = 01°09'08"
 ARC = 58.08'
 RADIUS = 2866.94'
 CHORD = 585°44'08"W 50.97'
 CHORD = 589°22'21"E 121.35'
 CHORD = 589°22'21"E 773.90'
 CHORD = 485.00'
 ARC = 443.98'
 DELTA = 52°26'59"
 CHORD = N51°26'56"W 428.64'
 SOUTH LINE SECTION 11
 NORTH LINE SECTION 14
 EXISTING WRIGHT ST.
 RIGHT OF WAY
 RIGHT OF WAY
 RIGHT OF WAY
 FORMER RAILROAD R.O.W.
 RIGHT OF WAY
 CHORD = 517°07'18"E 63.00'
 DELTA = 00°47'02"
 ARC = 63.00'
 RADIUS = 2869.23'
 CHORD = 462.82'
 ARC = 533.66'
 DELTA = 66°03'54"
 CHORD = S56°20'24"E 504.58'
 RADIUS = 205.40'
 ARC = 209.98'
 DELTA = 58°34'25"
 CHORD = N55°54'32"W 200.95'
 CHORD = 85.19'
 ARC = 85.19'
 DELTA = N25°13'27"W
 CHORD = 325.40'
 ARC = 343.34'
 DELTA = 60°27'21"
 CHORD = S56°51'00"E 327.64'
 CHORD = 120.30'
 ARC = 120.30'
 DELTA = N00°17'33"W
 RIGHT OF WAY
 LAKESHORE BOULEVARD
 NORTH
 W
 E
 S
 INDICATED AS "©"
 NOT BEEN MARKED IN THE FIELD.
 SYMBOL IS INTENDED TO IDENTIFY THE
 OF LINES AND CURVES ONLY. THIS
 H IS NOT INTENDED TO REPRESENT A
 ICATE OF SURVEY, PER ACT 132, PA
 NGINGS BASED ON SCA SURVEY
 OW CHEMICAL SITE BOUNDARY.

POINTS INDICATED AS "C" HAVE NOT BEEN MARKED IN THE FIELD. THE SYMBOL IS INTENDED TO IDENTIFY THE ENDS OF LINES AND CURVES ONLY. THIS SKETCH IS NOT INTENDED TO REPRESENT A CERTIFICATE OF SURVEY, PER ACT 132, PA 1970.

BEARINGS BASED ON SCA SURVEY
OF DOW CHEMICAL SITE BOUNDARY.

**CITY OF MARQUETTE
ENGINEERING DEPARTMENT
300 WEST BARAGA AVENUE
MARQUETTE, MI 49855
(908)228-0440**

J. MINARD
FEB 28, 2008

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29th, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property on December 15, 1997 (Liber 412 of Deeds, Page 794) and wishes to dedicate a portion of this property for Wright Street right of way, and

Whereas this right of way will serve as a public street and utility right of way for Wright Street.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

Part of Government Lot Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S89°22'28"E (recorded as S89°22'21"E in Document 2006R-02166) along the section line 121.34 feet to the westerly Right of Way (R.O.W.) of the former railroad and the Point of Beginning;

Thence southerly along said former railroad R.O.W. and a curve to the left 63.00 feet, said curve having a radius of 2889.23 feet and a delta of 01°14'58", the chord of which bears S17°07'52"E (recorded as S17°07'18"E) a distance of 63.00 feet; thence S89°22'28"E (recorded as S89°22'21"E) along the northerly line of a parcel recorded in Liber 416 of Deeds, Page 512 a distance of 634.48 feet; thence easterly along said northerly parcel line and a curve to the right 266.94 feet, said curve having a radius of 462.82 feet and a delta of 33°02'47", the chord of which bears S72°51'05"E a distance of 263.26 feet; thence N26°53'46"W along the westerly R.O.W. of Lakeshore Boulevard, a variable width public R.O.W., a distance of 233.21 feet; thence S89°43'48"W 764.19 feet; thence S84°58'40"W 50.85 feet to said former railroad R.O.W.; thence southerly along said former railroad R.O.W. and a curve to the left 57.39 feet, said curve having a radius of 2886.94 feet and a delta of 01°08'20", the chord of which bears S15°57'41"E a distance of 57.39 feet to the Point of Beginning.

The above described parcel contains 2.51 acres, more or less, and is shown on the Description Sketch attached hereto as Exhibit "A", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

2. That said right-of-way is under the control of the City of Marquette.
3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

Jennifer A. Smith, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

**LEGAL DESCRIPTION
FOR WRIGHT STREET RIGHT OF WAY**

Part of Government Lot Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S89°22'28"E (recorded as S89°22'21"E in Document 2006R-02166) along the section line 121.34 feet to the westerly Right of Way (R.O.W.) of the former railroad and the Point of Beginning;

Thence southerly along said former railroad R.O.W. and a curve to the left 63.00 feet, said curve having a radius of 2889.23 feet and a delta of 01°14'58", the chord of which bears S17°07'52"E (recorded as S17°07'18"E) a distance of 63.00 feet; thence S89°22'28"E (recorded as S89°22'21"E) along the northerly line of a parcel recorded in Liber 416 of Deeds, Page 512 a distance of 634.48 feet; thence easterly along said northerly parcel line and a curve to the right 266.94 feet, said curve having a radius of 462.82 feet and a delta of 33°02'47", the chord of which bears S72°51'05"E a distance of 263.26 feet; thence N26°53'46"W along the westerly R.O.W. of Lakeshore Boulevard, a variable width public R.O.W., a distance of 233.21 feet; thence S89°43'48"W 764.19 feet; thence S84°58'40"W 50.85 feet to said former railroad R.O.W.; thence southerly along said former railroad R.O.W. and a curve to the left 57.39 feet, said curve having a radius of 2886.94 feet and a delta of 01°08'20", the chord of which bears S15°57'41"E a distance of 57.39 feet to the Point of Beginning.

The above described parcel contains 2.51 acres, more or less, and is shown on the Description Sketch attached hereto as Exhibit "A", and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

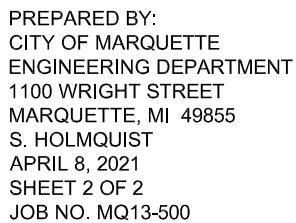
Date: April 8, 2021

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ13-500

J:\Projects\MQ13-500 - Lakeshore Blvd Coastal Restoration\Field Construction Related\All Survey\Survey Drawings\Boundary Survey\Legal Descriptions\210407 Wright Street ROW\MQ13-500 Wright Street - Legal Description (210407).doc

PART OF GOVERNMENT LOT 7 OF SECTION 11 AND PART OF GOVERNMENT LOT 1 OF
SECTION 14, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



J:\Projects\MQ13-500 - Lakeshore Blvd Coastal Restoration\Field Construction Related\All Survey\Survey Drawings\Boundary Survey\MQT Ground Datum\MQ13-500 Boundary Survey Mqt Ground (210316).dwg

RESOLUTION FOR STREET ADDITION CERTIFICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29th, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette on December 15th, 1997 (Liber 412 of Deeds, Page 794) acquired title to Wright Street right of way; and

Whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of Government Lot Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S89°22'28"E (recorded as S89°22'21"E in Document 2006R-02166) along the section line 121.34 feet to the westerly Right of Way (R.O.W.) of the former railroad; thence northerly along said former R.O.W. and a curve to the right 10.54 feet, said curve having a radius of 2886.94 feet and a delta of 00°12'33", the chord of which bears N16°25'35"W a distance of 10.54 feet to the Point of Beginning of the centerline of Wright Street;

Thence S89°22'28"E along said centerline 684.65 feet; thence easterly along said centerline and a curve to the left 120.09 feet, said curve having a radius of 250.00 feet and a delta of 27°31'18", the chord of which bears N76°51'53"E a distance of 118.93 feet; thence N63°06'14"E along said centerline 163.04 feet to the Terminus of said centerline.

Said centerline of Wright Street is 967.78 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

2. That said street is located within a City right-of-way and is under the control of the City of Marquette.
3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2021.

Resolution duly adopted by roll call vote.

Date: _____

Jennifer A. Smith, Mayor City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

**PORTION OF WRIGHT STREET
CENTERLINE DESCRIPTION
FOR ACT 51 ADDITION**

Part of Government Lot Seven (7) of Section Eleven (11) and part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S89°22'28"E (recorded as S89°22'21"E in Document 2006R-02166) along the section line 121.34 feet to the westerly Right of Way (R.O.W.) of the former railroad; thence northerly along said former R.O.W. and a curve to the right 10.54 feet, said curve having a radius of 2886.94 feet and a delta of 00°12'33", the chord of which bears N16°25'35"W a distance of 10.54 feet to the Point of Beginning of the centerline of Wright Street;

Thence S89°22'28"E along said centerline 684.65 feet; thence easterly along said centerline and a curve to the left 120.09 feet, said curve having a radius of 250.00 feet and a delta of 27°31'18", the chord of which bears N76°51'53"E a distance of 118.93 feet; thence N63°06'14"E along said centerline 163.04 feet to the Terminus of said centerline.

Said centerline of Wright Street is 967.78 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

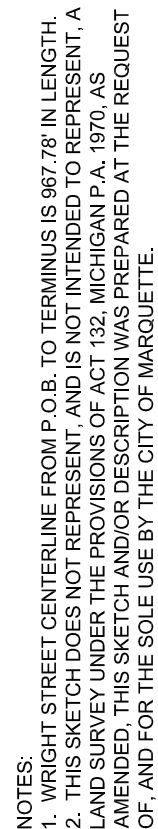
Date: April 8, 2021

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ13-500

J:\Projects\MQ13-500 - Lakeshore Blvd Coastal Restoration\Field Construction Related\All Survey\Survey Drawings\Boundary Survey\Legal Descriptions\210408 Wright Street PA\MQ13-500 Wright St PA Addition Legal Description (210408).doc

J:\Projects\MC13-500 - Lakeshore Blvd Coastal Restoration\Boundary Survey\Drawings\Boundary Survey\MQT Ground Datum\MQ13-500 Boundary Survey Mat Ground (210316).dwg



RESOLUTION FOR STREET DECERTIFICATION/ VACATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29th, 2021, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette wishes to decertify/ vacate a portion of Pine Street,

Whereas this decertification/ vacation of Pine Street is located between the former centerline of Lakeshore Boulevard and the existing/ new centerline of Lakeshore Boulevard for a total decertification/ vacation length of 21.29 feet.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S00°39'47"W perpendicular to said section line 1109.75 feet; thence S89°20'13"E parallel with said section line 1691.68 feet to the Point of Beginning of deleted Pine Street centerline;

Thence N57°18'14"E along said deleted centerline 21.29 feet to the Terminus of said deleted Pine Street centerline.

Said deleted centerline of Pine Street is 21.29 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

2. That said street is vacated and no longer a public street.

Resolution duly adopted by roll call vote.

Date: _____

Jennifer A. Smith, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

**PORTION OF PINE STREET
FOR DELETION FROM ACT 51
CENTERLINE DESCRIPTION**

Part of Government Lot One (1) of Section Fourteen (14), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section corner common to Sections 11, Ten (10), Fifteen (15), and Fourteen (14); thence S89°20'13"E along the section line 2615.67 feet to the Quarter corner common to said Sections 11 and 14; thence S00°39'47"W perpendicular to said section line 1109.75 feet; thence S89°20'13"E parallel with said section line 1691.68 feet to the Point of Beginning of deleted Pine Street centerline;

Thence N57°18'14"E along said deleted centerline 21.29 feet to the Terminus of said deleted Pine Street centerline.

Said deleted centerline of Pine Street is 21.29 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

Date: June 29, 2021

Prepared for: City of Marquette

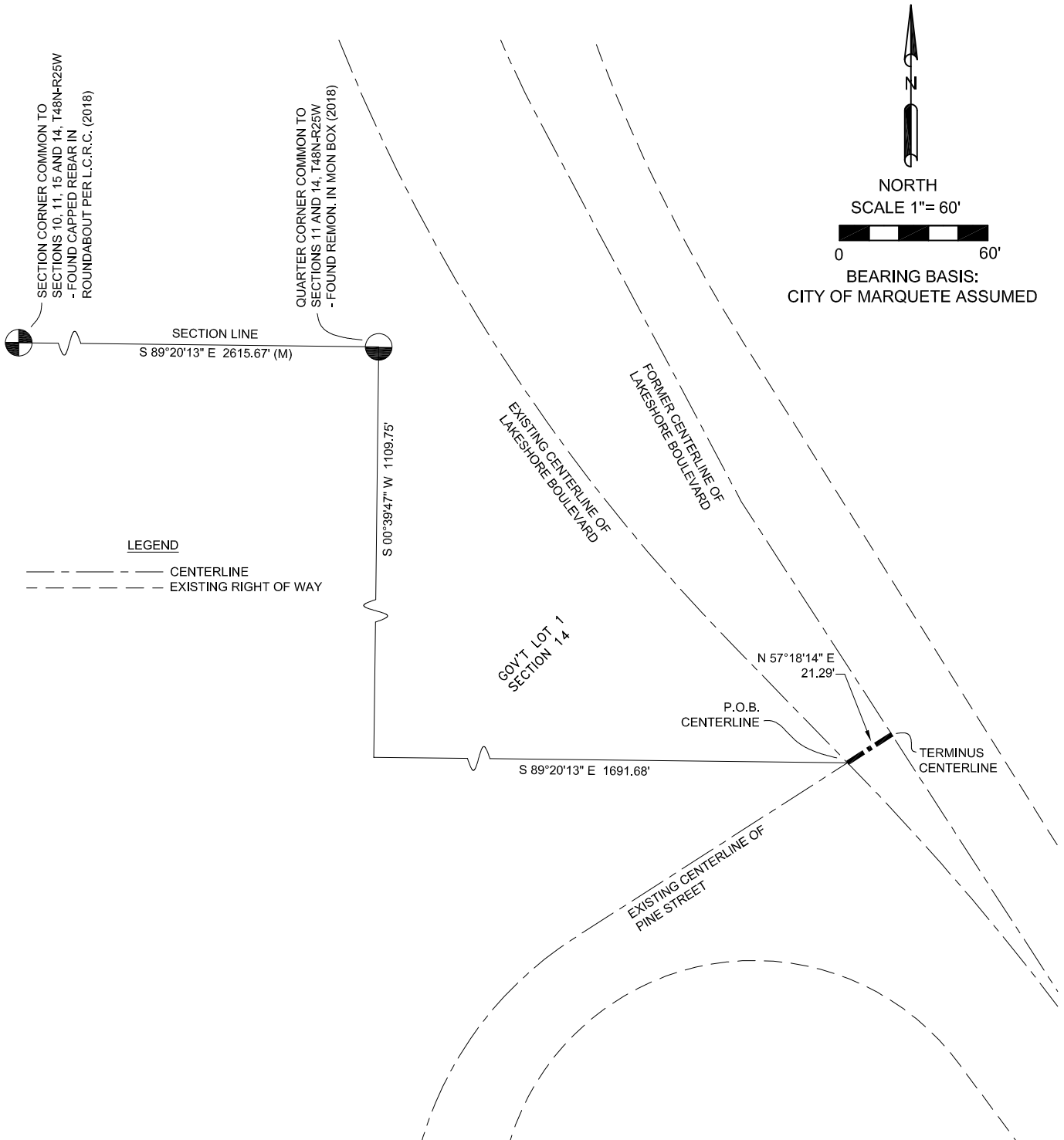
City of Marquette Engineering Department Job No: MQ13-500

J:\Projects\MQ13-500 - Lakeshore Blvd Coastal Restoration\Field Construction Related\All Survey\Survey Drawings\Boundary Survey\Legal Descriptions\210629 Pine Street PA Deletion\MQ13-500 Pine St PA Deletion Legal Description (210629).doc

PORTION OF PINE STREET

DELETION FROM ACT 51, PA OF 1951 LOCAL STREET SYSTEM

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JN.: MQ13-500
JUNE 29, 2021
PAGE 2 OF 2

NOTES:

1. PINE STREET CENTERLINE DELETION FROM P.O.B. TO TERMINUS IS 21.29 FEET IN LENGTH.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. THE ABOVE SHOWN CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

RESOLUTION FOR STREET ADDITION CERTIFICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on November 29, 2021, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette on May29th, 2018 (Document #2018R-05215) acquired title to Maple Ridge Drive; and

Whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of the East Half (E½) of Section Twenty-One (21), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the East Quarter corner of said Section 21; thence N00°14'01"E along the East line of said section 274.87 feet; thence N89°45'59"W perpendicular to said east line 1665.68 feet to the Point of Beginning of the centerline of Maple Ridge Drive;

Thence S63°41'44"W along said centerline 292.84 feet; thence southwesterly along said centerline and a curve to the left 38.23 feet, said curve having a radius of 133.00 feet and a delta of 16°28'03", the chord of which bears S55°27'42"W a distance of 38.09 feet; thence S47°13'41"W along said centerline 176.65 feet to the Point of Ending.

Said centerline of Maple Ridge Drive is 507.71 feet in length.

2. That said street is located within a City right-of-way and is under the control of the City of Marquette.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2021.

Resolution duly adopted by roll call vote.

Date: _____

Jennifer A. Smith, Mayor City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

MAPLE RIDGE DRIVE ACT 51 CENTERLINE LEGAL DESCRIPTION

Part of the East Half ($E\frac{1}{2}$) of Section Twenty-One (21), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the East Quarter corner of said Section 21; thence $N00^{\circ}14'01''E$ along the East line of said section 274.87 feet; thence $N89^{\circ}45'59''W$ perpendicular to said east line 1665.68 feet to the Point of Beginning of the centerline of Maple Ridge Drive;

Thence $S63^{\circ}41'44''W$ along said centerline 292.84 feet; thence southwesterly along said centerline and a curve to the left 38.23 feet, said curve having a radius of 133.00 feet and a delta of $16^{\circ}28'03''$, the chord of which bears $S55^{\circ}27'42''W$ a distance of 38.09 feet; thence $S47^{\circ}13'41''W$ along said centerline 176.65 feet to the Point of Ending.

Said centerline of Maple Ridge Drive is 507.71 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

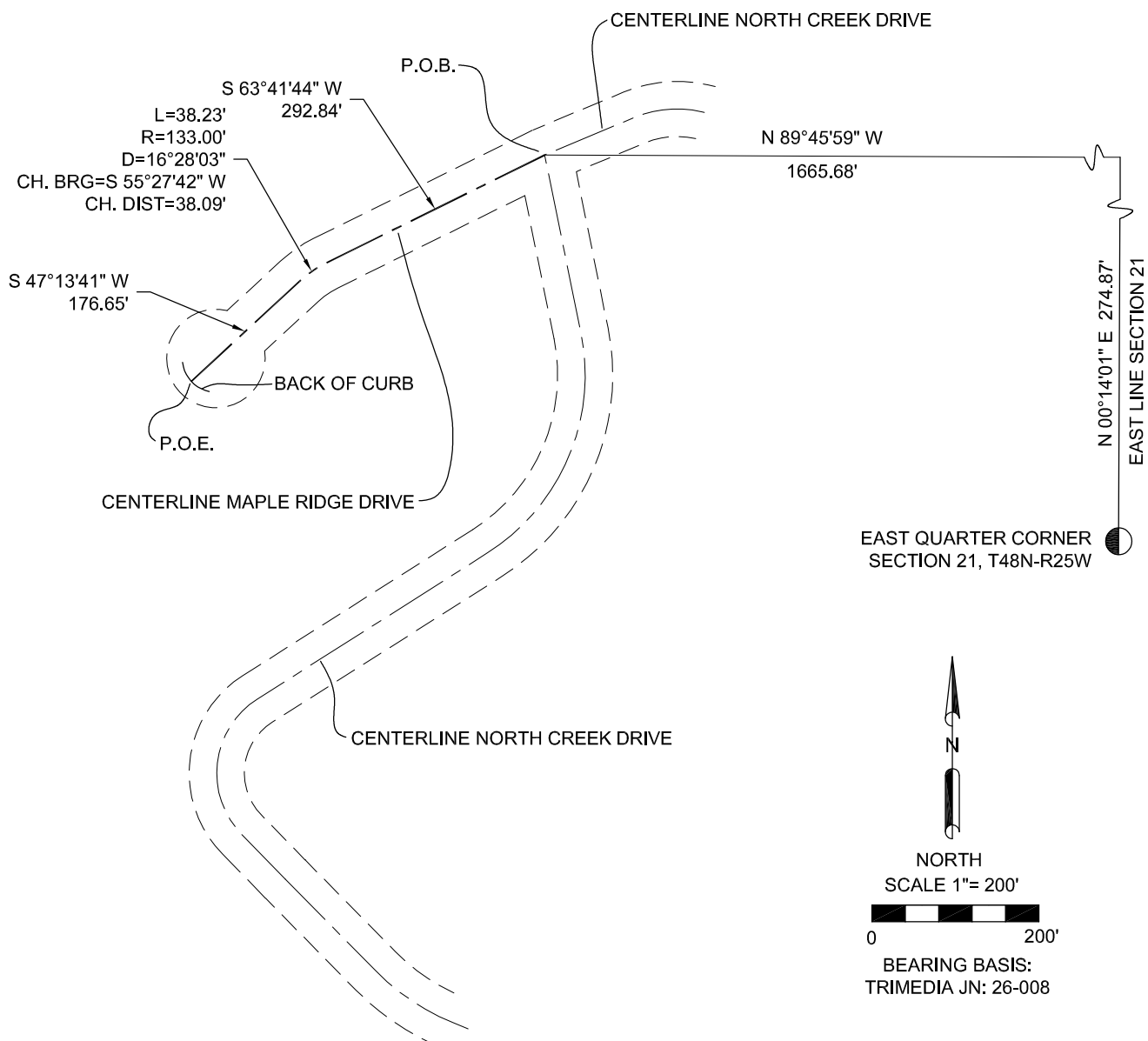
Date: October 13, 2021

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ13-906

J:\Projects\MQXX-900s Boundary and Easement Surveys\MQ13-906 Harlow Farms - Reviews\Survey\Drawings\13-906 Maple Ridge Drive PA 51\Legal Descriptions\13-906 Maple Ridge Drive Act 51 Centerline Legal Description (211013).doc

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



NOTES:

1. MAPLE RIDGE DRIVE CENTERLINE FROM P.O.B. TO P.O.E. IS 507.71' IN LENGTH.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. THE ABOVE SHOWN CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
OCTOBER 13, 2021
SHEET 2 OF 2

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

Consent Agenda - Roll Call Vote **Utilization of State Bid for Annual Salt Purchase**

BACKGROUND:

Annually, the State of Michigan uses competitive bidding to obtain state wide salt pricing which it then offers to municipalities as part of an extended purchasing program. The City of Marquette will purchase approximately 1,600 tons of early fill salt. The City has an additional 800 tons of back up salt on reserve for FY 2021-22. Over the course of the winter, the City will blend the salt with street sand at a ratio of 5 parts sand to 1 part salt. This mixture provides effective winter maintenance ice control and cost containment over using straight salt.

Last year's prices for early fill and reserve salt were \$67.31 per ton and \$86.28 respectively. The current year's prices for early fill and reserve salt are \$66.88 per ton and \$82.50 respectively. The total dollar amounts under this year's contract are \$73,568 for early fill salt and \$49,500 for reserve salt. The contract requires the City to purchase the entire early fill and 70% of the reserve for a total of \$108,218, which is within budget.

FISCAL EFFECT:

Salt is charged to inventory when it is purchased. As salt is consumed by local and major street activities, it is charged to the appropriate winter maintenance street accounts. The local and major street maintenance accounts have \$182,000 budgeted for winter application materials in FY 2021-22.

RECOMMENDATION:

Authorize City staff to utilize the State of Michigan Extended Purchasing Program (MI DEAL) to purchase road salt.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

New Business **Police Labor Agreement**

BACKGROUND:

The City of Marquette has reached a new Agreement with the Marquette Professional Police Association - Police Officers Association of Michigan (POAM). The bargaining unit has ratified the Agreement. The main issues during negotiations were wages and support staff hours. The parties have agreed to a two-year contract with a 2% wage increase for year one and a wage reopener in year two; a \$.10 per hour increase in shift differential for both second and third shifts; an increase of two additional vacation hours per week for the Duty Detective on-call incentive; increasing support staff from 7.75 hours per day to 8 hours per day; and the reclassification of one of the Clerical Dispatch positions to Senior Clerical Dispatcher/Accreditation Manager Assistant. The City Commission will have the opportunity to review and consider approving the wage proposal for year two once that package has been settled.

The City's bargaining team would like to thank the Marquette Professional Police Association for their willingness to work with us to negotiate an Agreement that is fair to the employees and the City.

FISCAL EFFECT:

The total cost for the first year 2% increase to wages, \$.10 increase to shift premium and changes to clerical staff hours and one position equates to roughly \$58,800. This amount is included in the FY 22 budget.

RECOMMENDATION:

Approve the Marquette Professional Police Association Labor Agreement effective October 1, 2021 through September 30, 2023, and authorize the Mayor and City Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

New Business

Vault Marquette Reimbursement Agreement

BACKGROUND:

The Vault Marquette brownfield plan was approved by the City Commission at the July 21, 2021 regular meeting. The next item for consideration in relation to this plan is the reimbursement agreement between the Marquette Brownfield Redevelopment Authority (MBRA), Marquette Vault, LLC and the City of Marquette for reimbursement of Environmental and Non-Environmental Eligible Activity costs and related expenses. The agreement outlines the roles and responsibilities for brownfield TIF reimbursement between the MBRA and the entities that conduct Eligible Activities, as well as repayment priority. The Reimbursement Agreement is a required submittal for the MSF Act 381 work plan.

Eligible Activities will be reimbursed first to the MBRA for the public parking facility bond payments when they begin, second to the MBRA for administrative and operating costs, third to the Developer for an annual Parking Deck Debt Obligation until acquisition by the MBRA, fourth to the MBRA for the Capital Fund, and the balance to the Developer for Eligible Activity expenses approved by the Authority.

As previously discussed, there will also be a Development Agreement between the Developer, City, MBRA and Marquette Downtown Development Authority (DDA) for the design, construction, approval, financing, and acquisition for the public parking facility, as well as an Operating Agreement for long-term operation and maintenance by the DDA.

This Agreement has been reviewed by the City Attorney and was approved at the October 21 MBRA meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the Vault Marquette brownfield plan reimbursement agreement, and authorize the Mayor and City Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Reimbursement Agreement

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made as of _____ between Marquette Vault, LLC (the "Developer") and the City of Marquette Brownfield Redevelopment Authority (the "MBRA"), a Michigan public body corporate and the City of Marquette (the "City"), a Michigan municipal corporation.

PREMISES

- A. The Developer desires to redevelop the property at 101 S. Front Street and 119 S. Lakeshore Boulevard for a boutique hotel in a historic building and construction of new buildings that total an estimated 70,000 square feet with additional hotel rooms, commercial space and up to 40 residential units, as well as a public parking facility of up to 220 spaces and certain appurtenant properties and improvements with an estimated investment of over \$30,200,000, (the "Development") on the Eligible Property described in Exhibit A.
- B. The City of Marquette (the "City") anticipates public infrastructure improvements directly related to the Eligible Property as described in Exhibit B, which have been included in the Brownfield Plan and Act 381 Work and for which the City anticipates reimbursement from Brownfield Tax Increment Revenues.
- C. The MBRA anticipates issuing bonds for the acquisition of the public parking facility upon completion and acceptance by the MBRA in accordance with the terms and conditions of a Development Agreement and anticipates reimbursement from Brownfield Tax Increment Revenues.
- D. The MBRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, as amended ("Act 381") to promote the revitalization of contaminated, blighted, functionally obsolete or historic properties. The MBRA and the City Commission have approved the Brownfield Plan that includes the Development, the Eligible Property, and the Eligible Activities.
- E. The MBRA has determined in furtherance of its purposes and to accomplish its goals that it is in the best interest of the MBRA to reimburse the cost of certain Eligible Activities as defined by Sec. 2(m) of Act 381, MCL 125.2652(m) on Eligible Property and as described in the Brownfield Plan, as the same may be amended or supplemented.
- F. The Developer agreed to conduct certain Eligible Activities as described in Exhibit C ("Eligible Activities"), as the same may be amended or supplemented, attributable to the Eligible Property, consistent with the provisions of the Brownfield Plan, as amended.
- G. Pursuant to the Brownfield Plan and the Act 381 Work Plan, the MBRA will capture and retain 100% of the tax increment revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Eligible Property consistent with Act 381, as amended, the Brownfield Plan approved by the MBRA and the City Commission, and the Act 381 Work Plan approved by the MBRA and the Michigan Strategic Fund (MSF) for Non-Environmental Eligible Activities and the Michigan Department of Environment, Great Lakes and Energy (EGLE) for Environmental Eligible Activities (the "Brownfield Tax Increment Revenues"). Upon satisfaction of the conditions expressed in this Agreement, the MBRA will use the Brownfield Tax Increment Revenues to carry out the purposes described in Act 381 and this Agreement and to carry out certain other projects described in the Brownfield Plan.

In consideration of the premises and the mutual covenants contained in this Agreement, the Developer and MBRA hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except as specified otherwise:

- (a) "Act 381" means the Brownfield Redevelopment Financing Act, Act 381 of Michigan Public Acts of 1996, as amended, MCL 125.2651 et seq.
- (b) "Act 381 Work Plan" means the Work Plan approved by the MBRA and by the MSF and/or the EGLE for State tax capture.
- (c) "Agreement" means this Reimbursement Agreement entered into between the MBRA, the City and Developer.
- (d) "Brownfield Plan" means the Brownfield Plan, approved by the MBRA on June 17, 2021 and ratified on August 26, 2021, and approved by the City Commission on July 12, 2021, and as amended pursuant to Act 381.
- (e) "Brownfield Tax Increment Revenues" means 100% of the annual tax increment revenues, as defined by Act 381, authorized by law to be captured from the levies imposed by taxing jurisdictions from all taxable real and personal property located on the Eligible Property during the life of the Brownfield Plan until the Eligible Activity and other obligations are met.
- (f) "City" means the City of Marquette.
- (g) "City Commission" mean the Marquette City Commission.
- (h) "DDA" means the City of Marquette Downtown Development Authority, established by the City Commission.
- (i) "Developer" means Marquette Vault, LLC, and its successors and assigns.
- (j) "Development" means the renovation of a historic building and additional construction for a hotel and residences, along with the public parking facility and certain appurtenant properties and improvements as described in Exhibit A.
- (k) "Development Agreement" means the agreement between the Developer, MBRA and City that details the terms and conditions of the design, development, and acquisition of the public parking facility.
- (l) "EGLE" is the Michigan Department of Environment, Great Lakes and Energy.

- (m) "Eligible Activities" are those activities as defined by Sec. 2(o) of Act 381, Public Acts of 1996, as amended, MCL 125.2652(o), and included in the approved Brownfield Plan and applicable Act 381 Work Plan.
- (n) "Eligible Activity Obligation" is the cumulative amount of Eligible Activities expenses documented by the Developer, the MBRA and the City and reviewed and approved by the MBRA in accordance with its policies and procedures.
- (o) "Eligible Property" is the property as defined by Sec. 2(p) of Act 381, MCL 125.2652(n) as included in the Brownfield Plan upon which the Eligible Activities will be conducted and from which tax increment revenues will be captured to reimburse Eligible Activities and other costs, consistent with the Brownfield Plan and Act 381 as amended.
- (p) "Event of Default" means the failure by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 45 days after notice thereof has been given by the other party.
- (q) "Environmental Consultant" means the environmental consulting firm retained or hired by the Developer to fulfill certain obligations under this Agreement, including certain eligible activities set forth in the Brownfield Plan and Act 381 Work Plan, but limited to only those Eligible Activities performed by the Developer's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or subcontractors not acting on behalf of Developer performing activities on the Property.
- (r) "Indemnified Persons" means the City and the MBRA and their members, officers, agents, and employees.
- (s) "Interest" means the amount of actual interest of up to 5 percent accrued on unreimbursed Eligible Activities. Interest is reimbursable with Brownfield Tax Increment Revenues. Interest is calculated annually, based on the unreimbursed Eligible Activities approved by the MBRA, and paid after all Eligible Activities are reimbursed, in accordance with Section 2.2.
- (t) "Maximum Cost of Eligible Activities" means the MBRA's maximum obligation to pay for the Eligible activities and not to exceed the amounts set forth in the approved Brownfield Plan, as amended or supplemented.
- (u) "MBRA" means the City of Marquette Brownfield Redevelopment Authority, established by the City Commission.
- (v) "MSF" means the Michigan Strategic Fund.
- (w) "Operating Agreement" means the agreement between the DDA and the MBRA for operations of the public parking facility.

- (x) "Public Improvements" means the City's site work, utilities construction and equipment benefitting the Eligible Property and adjacent properties for which reimbursement is anticipated from Brownfield Tax Increment Revenues, as described in the Brownfield Plan.
- (y) "Public Parking Facility" means the underground and multi-level parking facility that will be designed and constructed by the Developers with review and approval by the MBRA and purchased by the MBRA through a public bond upon completion and acceptance by the MBRA.
- (z) "Parking Deck Debt Service Obligation" means payments due on the Developer's financing to cover the interest and principal on the Parking Deck as may be necessary prior to acquisition by the MBRA
- (aa) "Tax Increment Revenues" means increased incremental tax revenues, as defined by Act 381, from all taxable real and personal property located on the Eligible Property during the life of the Brownfield Plan.
- (bb) "Transaction Costs" means the MBRA expenses, and liabilities related to the authorization, execution, administration, oversight, and fulfillment of the MBRA obligations under this Agreement, the Brownfield Plan, Act 381 Work Plan, the Development Agreement and the Operating Agreement which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, approval and amendments to the Brownfield Plan and Act 381 Work Plan, approval and amendments to the agreements, approvals of the developments contemplated herein, printing costs, costs of reproducing documents, filing and recording fees, attorney fees, financial expenses, insurance fees and expenses, administration and accounting for Brownfield Tax Increment Revenues, oversight and review, and all other costs, liabilities, or expenses, related to the preparation and carrying out or enforcing the Brownfield Plan, Act 381 Work Plan, and this Agreement, or other related agreements and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

Section 1.2 Number and Gender. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun should include the corresponding masculine, feminine, and neuter forms.

ARTICLE 2

COVENANTS OF THE DEVELOPER

Section 2.1 Authorization of Borrowing. The parties recognize that neither the MBRA nor the City has the power to mandate cooperation by the City electors in the approval of the Borrowing. The MBRA will be asked to pass a resolution pledging tax increment revenue. The City Commission will be asked to pledge Full Faith and Credit. Based on the recommendation of the City's financial advisor and bond counsel, either the City or the MBRA will issue the Bonds.

Section 2.2 Public Improvement Borrowing

- (a) The Public Improvement Borrowing may finance the Public Eligible Activities included in the Brownfield Plan and Act 381 Work Plan and identified in Exhibit B, Public Improvements, and Exhibit C, Eligible Activities.
- (b) The parties recognize that neither the City nor the MBRA has the power to mandate an acceptable interest rate for the sale of the Bonds. The City Commission or MBRA may decide in its sole discretion not to sell the Bonds. The Borrowing will be made if the City Commission and the MBRA in good faith determine that the Developer intends to complete the Project, that the Project is scheduled to be under construction, and that the Tax Increment Revenue and other needed revenue are assured from actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the debt or other financing obligations for Eligible Activities of the City and/or MBRA included in the Brownfield Plan and Act 381 Work Plan. Subject to the conditions specified in Article 3 and in this Article, the City and/or the MBRA shall use their best efforts to issue the Bonds.
- (c) The Borrowing is anticipated to be in an aggregate amount not to exceed \$8,000,000, exclusive of capitalized interest and Issuance Costs, and having a final maturity no later than thirty (30) years from the Bond Issuance Date. The City Commission and/or MBRA retains sole authority over all aspects of their respective Borrowing and the Bonds, including but not limited to, determination on issuance, the total amount, payment schedule, type, and acceptable interest.
- (d) If the estimated cost of Public Improvements exceeds the maximum costs of Public Improvements identified in the Brownfield Plan before the advertisement of the bids on the Borrowing, the City and/or MBRA will not proceed with the Borrowing unless it either (a) amends the Maximum Cost of Public Improvements as provided for in the Agreement or (b) reduces the estimate to not exceed the Maximum Cost of Public Improvements.

Section 2.3 Construction of the Development. The Developer shall construct the Developer Project, including the Public Parking Facility, and the City shall construct the Public Improvements in accordance with proper construction standards and this Agreement. They shall proceed with due care and diligence and commence and complete Eligible Activities, the Development, the Public Parking Facility, and Public Improvements in accordance with this Agreement, the Brownfield Plan, the Act 381 Work Plan, the Development Agreement, the Operating Agreement and in accordance with any applicable law, regulation, code, and ordinance.

Section 2.4 Covenant to Pay Financial Obligations. The Developer will utilize its own funds for the Development, including the Public Parking Facility, and the City will use its own funds for the Public Improvements. The MBRA will acquire the Public Parking Facility upon completion and acceptance in accordance with the Development Agreement. The Developer, City, and MBRA will receive reimbursement from the MBRA to the extent of available Brownfield Tax Increment Revenues are generated by the Development for payment of the Eligible Activities in accordance with the terms of this Agreement, the Brownfield Plan, Act 381, Development

Agreement and Operating Agreement. Reimbursement for Eligible Activities shall be prioritized as follows:

- (a) First, Brownfield Tax Increment Revenues, as necessary, will reimburse the City and MBRA for the annual obligation of the Borrowing for the Public Improvements pursuant to Exhibits B and C;
- (b) Second, local tax capture revenues will be applied to the administrative and operating costs and Transaction Costs of the MBRA, which, cumulatively, shall not exceed \$40,000.00 in any year. If insufficient revenue to cover bond and Parking Deck loan obligations occur in any year, the MBRA will reduce its capture for administrative and operating costs and Transaction Costs accordingly. The MBRA shall not be required by this Agreement to reduce capture for administrative and operation costs to less than \$20,000. The MBRA may reduce the capture for administrative and operating costs below \$20,000, at the sole discretion of the MBRA. Any shortfall under this provision may be reimbursed from Brownfield Tax Increment Revenues in subsequent years, at the sole discretion of the MBRA;
- (c) Third, Brownfield Tax Increment Revenues, as necessary, will reimburse the Developer for the annual Parking Deck Debt Service Obligation;
- (d) Fourth, Brownfield Tax Increment Revenues will be Capital Fund as described in Operating Agreement.
- (e) Fifth, the balance of annual Brownfield Tax Increment Revenues will be used to reimburse the Developer for approved Eligible Activities expenses pursuant to Section 5.1, the Brownfield Plan, Act 381 Work Plan, and Exhibit A until the Eligible Activity obligation is met; and

If the Developer Project does not result in sufficient revenues to repay Eligible Activity obligations, the Developer and the City agree and understand that Developer and the City will have no claim or further recourse of any kind or nature against the MBRA except from available captured tax revenues.

Section 2.5 Reimbursement Conditions: It is expressly understood and agreed that the reimbursement of the MBRA is subject to the following conditions:

- (a) Approval of the Brownfield Plan by the MBRA and the City Commission and, as necessary, the Act 381 Work Plan approval by MSF for Non-Environmental Eligible Activities and EGLE for Environmental Eligible Activities;
- (b) For any Eligible Activities not approved for State tax capture, reimbursement to the Developer for those Eligible Activities will be limited to the proportionate ratio of Local to State capture, which is 53.5%.
- (c) The Developer shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement or other agreement with the MBRA, and all preconditions to the performance of the Developer have been satisfied;

- (d) The MBRA shall only be obligated to reimburse Eligible Activity Obligation that has been reviewed and approved by the MBRA. Approval of the application and subsequent approvals of Brownfield Plans, Act 381 Work Plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures through Tax Increment Revenues prior to review or approval of invoices. Expenditures must be documented to be reasonable for Eligible Activities by submission of invoices, proof of payment, and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement, as well as the written policies and procedures of the MBRA for review and approval of invoices. All invoices for any Eligible Activities on the property must be submitted to the MBRA for its review within 180 days from the date of the invoice. While the MBRA may waive this requirement in its discretion for good cause shown, the MBRA shall be under no obligation to reimburse any invoice for an eligible activity that is not submitted in a timely fashion.
- (e) The Developer has adhered to the Brownfield Plan and Act 381 Work Plan;
- (f) There are adequate Brownfield Tax Increment Revenues;
- (g) The Developer shall provide sworn written waivers of liens by consultants, contractors, and subcontractors providing services for their respective Eligible Activities as described in this Agreement;
- (h) The Developer has paid the real and personal property taxes levied on any portion of the Development for which the Developer is responsible on or before the date the same are payable without interest or penalty. Any appeal to real and personal property tax assessment shall apply to the current tax year only.
- (i) To the extent captured revenues are available, MBRA shall pay the Developer and the City annual simple interest on Eligible Activity expenses consistent with the Project Budget as follows:
 - (1) Actual Interest up to the maximum 5 percent shall be paid for the Developer's and City's Eligible Activity expenses that have been incurred, invoiced, and approved by the MBRA.
 - (2) Interest shall be accrued on the outstanding balance on Eligible Activity expenses after all of the following:
 - (i) Invoices for Eligible Activities and expenses are approved by the MBRA Board as provided herein;
 - (ii) Substantial completion of the Eligible Activity described in an approved Project Budget under Section 5.1(a); and
 - (iii) A Certificate of Occupancy has been secured for buildings and final approval for Public Improvements from the appropriate authority.

Section 2.6 Indemnification of Indemnified Persons.

- (a) The Developer shall not be considered an agent or employee of the MBRA or the City under any circumstances. Nor shall any agent or employee of the Developer be considered an agent or employee of the MBRA or the City. The Developer shall remain responsible for any claims arising out of Developer's acts or omissions during the

performance of this Agreement, as provided by law. Additionally, the Developer, City, and MBRA shall not be considered to be engaged in a joint venture or partnership.

- (b) The Developer shall indemnify, defend, and hold the Indemnified Persons harmless from any loss, expense (including actual attorney fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership or operation, use or maintenance of the Developer Project from and after the date hereof. If any suit, action, or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the Developer and the Developer shall defend such Indemnified Person with counsel selected by the Developer, so long as counsel is reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Developer and the Developer shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the Developer may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The Developer shall not be liable for payment or settlement of any such claim or proceeding made without its consent.
- (c) The Developer shall not be obligated to indemnify any Indemnified Person under subsection (b) if the liability arises out of the Indemnified Person's negligence, willful misconduct or breach of this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any Indemnified Person.
- (d) The Developer also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including actual attorney fees, incurred in enforcing any obligation of the Developer under this Agreement or any related agreement.
- (e) The Developer shall use its reasonable best efforts to assure that, to the extent an Environmental Consultant provides services toward completion of Eligible Activities, at a minimum, the Environment Consultant shall indemnify, defend, and hold Indemnified Persons harmless from any loss, expense (including actual attorney fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the actions or services of the Environmental Consultant.
- (f) Notwithstanding any other provision of this Agreement, the Developer shall obtain its Environmental Consultant's and other Contractor's written agreements to defend, indemnify and hold harmless the Indemnified Persons and their Board members, officers, agents and employees against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment, to the same extent as the Developer's indemnification provisions under this Section. This indemnity shall only apply to the Environmental Consultant or Contractor's actions, and the Environmental Consultant or Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons, the Road Commission, or the Township for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other environmental consultants or contractors on or attributable to the Eligible Property.

- (g) The indemnity provisions shall survive the term of this Agreement.

Section 2.7 The Developer's and City's Repayment Obligation. In the event any monies received by the Developer or City under this Agreement are determined to be outside the scope of Eligible Activities for the Development or not approved in accordance with this Agreement by a third-party auditor of the City or State, or applicable court, the Developer or City shall not use and shall return such monies to the MBRA. If the monies have been already utilized for such improper purpose, the Developer or City shall repay such monies to the MBRA or agree to reductions in subsequent reimbursements equal to the disavowed amount. In addition to any other remedies, MBRA shall have the right of set-off for return or repayment of such monies against its obligations under this Agreement.

Section 2.8 Deduction from Developer's or City's Right to Reimbursement. The Developer and City grants the MBRA the right to deduct or set off from any reimbursement obligation to the Developer and City the costs incurred by the MBRA in the successful enforcement of the terms of this Agreement or other claims in the event of a default of this Agreement by the Developer.

Section 2.6 Eligible Property Access. The Developer shall grant to the MBRA, or its designated agents, access to the Eligible Property to exercise the MBRA's right to administer or oversee Eligible Activities related to the purposes and pursuant to the terms of this Agreement. The MBRA shall give 24 hours written notice of its intent to access the Site whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the MBRA shall give notice as is reasonable and practicable under the circumstances.

Section 2.7 Separate Covenants and Obligations. Except as expressly provided in Section 2.3, the Developer's covenants and obligations are separate covenants solely running to and enforceable by the MBRA as provided by law, and to no other party, person, or entity. Unless otherwise expressly provided in this Agreement, a breach or default by the Developer of its obligations to the MBRA shall not constitute a breach or default of this Agreement or bar enforcement or claims by the other parties. No third-party beneficiary rights, interests, or claims are created by implied contract, operation of law, or any other means.

ARTICLE 3 **CONDITIONS PRECEDENT TO OBLIGATIONS OF THE DEVELOPER**

Section 3.1 Conditions Precedent to Developer's Obligations to Acquire and Construct the Developer Project. Any obligation of Developer to acquire and construct the Developer Project, as contemplated herein, are subject to the following conditions precedent which must be satisfied by the MBRA, as required herein, or waived by the Developer, except as specifically provided herein:

- (a) No condition, event, action, suit, proceeding or investigation is occurring or threatened to occur, or shall be pending before any court, public board or body to which the Developer, City, or MBRA is a party, or threatened against the Developer, City, or MBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or Act 381 Work Plan or which could result in an adverse decision which would have one (1) or more of the following effects:

- (1) A material adverse effect upon the ability of the MBRA to collect and use Brownfield Tax Increment Revenues to repay its obligations under this Agreement.
- (2) A material adverse effect on the Developer's or MBRA's ability to comply with the obligations and terms of this Agreement of the Brownfield Plan.
- (b) There shall have been no Event of Default by the MBRA or the City and no action or inaction by the MBRA or the City which eventually with the passage of time could become an Event of Default.
- (c) The MBRA shall have performed all the terms and conditions to be performed by the MBRA pursuant to this Agreement.
- (d) Brownfield Tax Increment Revenue and other needed revenue are assured, in the MBRA's sole reasonable judgment, from actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the obligations for Eligible Activities of the Developer, the City and/or MBRA included in the Brownfield Plan.
- (e) Approval of the Brownfield Plan, and as necessary, approval of an Act 381 Work Plan by MSF for Non-Environmental Eligible Activities and EGLE for Environmental Eligible Activities.
- (f) The Developer has received the consent of any affected utility for relocation, burial, or other activity necessary to construct the Development.
- (g) There has been no change in statutes or other law that would negatively impact either party's ability to meet (a)-(f) above.

ARTICLE 4 **COVENANTS OF THE MBRA**

Section 4.1 Adoption of Brownfield Plan and Act 381 Work Plan. The MBRA and City Commission have approved the Brownfield Plan which provides for the payment of MBRA Administrative and Transaction Costs, the preparation and approval of the Brownfield Plan and Act 381 Work Plan, and reimbursement for the Developer, City, and MBRA Eligible Activities expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, the Brownfield Plan, Act 381 Work Plan, Development Agreement and Operating Agreement, and approved by the MBRA pursuant to its policies and procedures..

Section 4.2 Completion of Eligible Activities. Upon the satisfactory completion of any Eligible Activities by the Developer, City, and MBRA as described in the Brownfield Plan and the Act 381 Work Plan, as amended or supplemented, pursuant to this Agreement, and approved by EGLE and/or MSF and where applicable approved by the MBRA, the MBRA shall, to the extent Brownfield Tax Increment Revenues are available, reimburse the Developer, City, and MBRA in accordance with the terms set forth in this Agreement. The Developer and City shall have sole responsibility to pay the Environmental Consultant or other contractors or subcontractors for

completion of such Eligible Activities and provide written waiver of any liens. If the Developer or the City incurs any expenses or costs for any activities other than the Eligible Activities or the Eligible Activity costs exceed the Maximum Costs of Eligible Activities as set forth in Brownfield Plan, as amended or supplemented, the Developer or the City shall bear such costs without any obligation on the part of the MBRA. If the costs of Eligible Activities set forth in the Brownfield Plan, as amended or supplemented, are less than Maximum Costs of Eligible Activities, then the Developer and the City shall have no further right of reimbursement beyond its actual costs.

Section 4.3 MBRA or Contract Manager Oversight. The MBRA may retain the services of a qualified contract manager to exercise oversight of the Developer and City and their environmental consultant, contractors, or subcontractors, for the purposes of assuring that the activities, invoices, and accounting by the Developer and City are fair, reasonable, and constitute Eligible Activities within the meaning and scope of this Agreement, the Brownfield Plan, the Act 381 Work Plan, Development Agreement, Operating Agreement, and Act 381. The Developer and City shall provide to the MBRA and its Contract Manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that the MBRA has no right to control or to exercise any control over the actual services or performance by the Developer or the City of the Eligible Activities, except as to assurance that the Developer and the City have met the conditions and requirements of this Agreement.

Section 4.4 Limitation of Obligations and Liabilities to Third Persons or Parties. The MBRA and City shall have no liability to the Developer under this Agreement except to reimburse the Developer for the Eligible Activities in accordance with the Brownfield Plan and Act 381 Work Plan that have been approved by EGLE, MSF and the MBRA as provided by law and under the terms of this Agreement. No other obligation or liability of MBRA or the City to the Developer or any third person or party is created by this Agreement, except as stated herein.

ARTICLE 5

CONDITIONS PRECEDENT TO MBRA OBLIGATIONS

Section 5.1 Conditions Precedent to MBRA's Reimbursement Obligation for Eligible Activities. The obligations of the MBRA for reimbursements of costs to the Developer or City for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the Developer or City as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the MBRA. It is expressly agreed that the MBRA makes or gives no assurance of payment to the Developer or City by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan and/or Act 381 Work Plan, or as hereafter supplemented or amended, and that it shall have the right to review and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by any consultant, contractor, or subcontractor under this Agreement. However, so long as an Eligible Activity by the Developer or City has been approved and is authorized by Act 381 and has been completed and approved in accordance with the following procedure and this Agreement and to the extent Brownfield Tax Increment Revenues are available, the Developer and City shall be entitled to reimbursement for its Eligible Activities expenses. The approval of the Brownfield Plan, Act 381 Work Plan, or the project budget described below is not a guarantee that there will be sufficient Brownfield Tax Increment Revenues to reimburse the Eligible Activities, and if for any reason,

the revenues are insufficient or there are none, the Developer or City assumes full responsibility for any such loss or cost of any Eligible Activity conducted.

- (a) Before commencing work on each stage of Eligible Activities and pursuant to the policies and procedures adopted by the MBRA, the Developer or City will present a project budget for each stage to the MBRA Director at least two weeks prior to commencing work. The project budget will be submitted at each stage of the Eligible Activities line items or phases as provided in the Brownfield Plan and will provide detailed cost estimates or contractor quotes or bids.
- (b) The Developer and City shall submit invoices of its Eligible Activities expenses and a written statement demonstrating a factual basis that it has completed the Eligible Activities to the MBRA Director for preliminary review and approval within 180 days of completion of the Eligible Activity in a form as required by the MBRA. Documentation of the costs incurred shall be provided including proof of payment, lien waivers, and detailed invoices for the costs incurred in sufficient detail to determine whether the costs incurred were for Eligible Activities. The Authority shall not be required to reimburse any request that is not submitted within 180 days after the expense is incurred.
- (c) Within 60 days after submittal of an invoice or invoices under (b) above, the MBRA Director or contract manager shall review and approve or reject the reasonableness of the invoice(s) and activity as ineligible and, if recommended, shall present the invoice(s) to the MBRA for approval. In the event of an objection, the MBRA Director or contract manager will notify the Developer or City within the 60-day time period, and the Developer or City shall meet to resolve or cure the objection. If the objection is not resolved or cured within 45 days, there is no obligation to pay the portion of the invoice(s) objected to until the parties have mutually agreed in writing through an alternative dispute mediation or there is a final judgment or order of a court of competent jurisdiction directing payment. It is expressly agreed that the Authority does not make or give any assurance of payment to the Developer or City by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan or Act 381 Work Plan and that the Authority shall have the right to review and approve or deny reimbursement for any invoices for Eligible Activities based on the reasonableness of services performed by any consultant or contractor under this Agreement.
- (d) Payment for approved invoices from Brownfield Tax Increment Revenues from the Development will be made by July 31 each year.
- (e) No condition, event, action, suit, proceeding or investigation is occurring or threatened to occur, or shall be pending before any court, public board or body to which the Developer, City, or MBRA is a party, or threatened against the Developer, City, or MBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 - (1) A material adverse effect upon the ability of the MBRA to collect and use Brownfield Tax Increment Revenues to repay its obligations under this Agreement.

- (2) A material adverse effect on the Developer's or MBRA's ability to comply with the obligations and terms of this Agreement, the Brownfield Plan, or the Act 381 Work Plan.
- (3) There shall have been no Event of Default by the MBRA and no action or inaction by the MBRA which eventually with the passage of time could become an Event of Default.
- (f) The Developer, City and MBRA shall have performed all of the terms and conditions to be performed by it pursuant to this Agreement.
- (g) Brownfield Tax Increment Revenue and other needed revenue are assured, in the MBRA's sole reasonable judgment for actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the obligations for Eligible Activities of the City and/or MBRA included in the Brownfield Plan and Act 381 Work Plan.
- (h) Approval of the Brownfield Plan, and as necessary the Act 381 Work Plan by MSF for Non-Environmental Eligible Activities and EGLE for Non-Environmental Eligible Activities.
- (i) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land use and the Development have been secured.
- (j) There has been no change in statutes or other law that would have one or more of the effects described in (e) above.
- (k) The Developer or City has received the consent of any affected utility for relocation, burial, or other activity necessary to construct the Development.
- (l) The Developer or City shall have performed all of the terms and conditions to be performed by the Developer or City.

ARTICLE 6.

DEVELOPER'S ENVIRONMENTAL CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR RESPONSIBILITIES

Section 6.1 Eligible Activities and Due Care Obligation. The Developer will contract with a competent and qualified Environmental Consultant ("Consultant" or "Environmental Consultant") or other competent and qualified contractors or subcontractors ("Contractors") as necessary to conduct and complete certain Eligible Activities set forth in this Agreement and as set forth in the Brownfield Plan and Act 381 Work Plan, as amended or supplemented, but limited to only those Eligible Activities performed by Developer's Environmental Consultant or Contractors and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities retained by the City, MBRA or another third party.

Section 6.2 Permits. The Environmental Consultant or Contractors shall examine all permits and licenses pertaining to certain Eligible Activities on the Property to determine whether all permits and licenses required to be issued by any governmental authority on account of certain Eligible Activities on the Property for the Development have been obtained or issued and are in full force and effect, and whether the Eligible Activities are in compliance with the terms and conditions of such permits and licenses, but is limited to only those Eligible Activities performed by Developer's Environmental Consultant or Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities on the site.

Section 6.3 ASTM and Industry Standards. The Environmental Consultant or Contractors shall perform all services and Eligible Activities under this Agreement in accordance with any applicable ASTM or other industry standards.

Section 6.4 Other Services Performed for Developer or City. The parties expressly understand that MBRA is not responsible for payment or reimbursement of any services or expenses incurred by the Consultant, Contractors, Developer and/or the City that are not within the scope of or in accordance with all of the terms, conditions and provisions of this Agreement. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

Section 6.5 Regulatory Liaison and Data and Reports. If applicable, the Developer's or City's Environmental Consultant will provide communication services and attend meetings with the EGLE relating to those Eligible Activities performed by Developer's or City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing activities. Consultant or Contractors shall:

- (a) Submit reports and test results first to the Developer or City and shall submit documents to the MBRA Director within 5 business days thereafter.
- (b) Make known the provisions of this subparagraph to all contractors and subcontractors, who shall be bound by the confidentiality provisions of this Agreement.
- (c) Submit any such written reports marked "DRAFT FOR DISCUSSION PURPOSES ONLY." To the extent the MBRA or its designated agent reviews or receives a document marked "confidential," it shall be kept confidential except as prohibited by the Freedom of Information Act or other law or regulation.
- (d) Disclose on request to the MBRA Director all data, reports and test results generated by the Consultant within the scope of this Agreement.

Section 6.6 Other Agreements. The Developer covenants that it will obtain a warranty from the Consultant and Contractors that it is not a party to any other existing or previous agreement which would adversely affect the Consultant's or the Contractor's ability to perform the services with respect to the Eligible Activities.

Section 6.7 Contractors. If the Developer hires any Environmental Consultant or Contractor, or retains any person, firm or corporation to perform services related to Eligible Activities under this Agreement, the Developer shall first secure the written acknowledgment from such party that such party is not and shall not be or act as an agent or employee of the MBRA nor assume or create any duty, commitment or obligation on behalf of nor bind the MBRA in any respect whatsoever. A copy of such written acknowledgment shall be provided to MBRA.

Section 6.8 Non-Discrimination Clause. Neither the Developer, Consultant, nor any Contractors shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 6.9 Independent Contractor. The Consultant and any Contractors shall perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee, or legal representative of the MBRA or City. The MBRA, City, Developer and the Consultant and any Contractor shall each have and maintain complete control over all its employees, agents, and operators. Facts or knowledge of which the Consultant or Contractor becomes aware shall not be imputed to the MBRA or City without communication to and receipt by managerial officials or employees of the MBRA or City. The Consultant or any Contractor has no authority to assume or create and will not assume or create any commitment or obligation on behalf of the MBRA or City in any respect whatsoever. Further, the Consultant or any Contractor shall exercise its independent judgment for the services provided in this Agreement.

Section 6.10 Disposal of Hazardous Waste. In the event that samples or other materials contain substances classified as “hazardous waste” under state or federal law (“Hazardous Waste”), the Developer or its agent shall, under a manifest signed by the Developer, its agent, or a third party as the generator, have such samples transported for final disposal to a facility licensed to accept Hazardous Waste. It is expressly understood that the MBRA does not have any oversight or other control or authority over disposal of Hazardous Waste under the terms of this paragraph.

Section 6.11 Compliance with Laws. While on the Property, the Developer, the City and their respective Consultant, and any Contractor shall impose work orders on its employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters, but limited to only those Eligible Activities performed by Developer’s or City’s Environmental Consultant or Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractor performing activities.

Section 6.12 Environmental Consultant or Contractor Insurance. The Developer shall assure that the Consultant and any Contractors performing any part of the Eligible Activities

covered by this Agreement shall obtain and maintain the policies of insurance in the types and amounts provided in Section 8.1

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of MBRA. MBRA represents and warrants to the Developer and the City that:

- (a) MBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the MBRA, and this Agreement constitutes a valid and binding agreement of the MBRA enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, or any agreement to which the MBRA is a party or by which the MBRA is bound.

Section 7.1 Representations and Warranties of the City. The City represents and warrants to the Developer and the MBRA that:

- (a) The City is a Michigan municipal corporation with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the City, and this Agreement constitutes a valid and binding agreement of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, or any agreement to which the City is a party or by which the City is bound.

Section 7.3 Representations and Warranties of the Developer. The Developer represents and warrants to the MBRA that:

- (a) The Developer (i) is duly organized and validly existing as a Michigan limited liability corporation in good standing under the laws of the State of Michigan, with power under the laws of such state to carry on its business as now being conducted; (ii) is duly

qualified to do business in the State of Michigan, and (iii) has the power and authority to consummate the transactions contemplated under this Agreement by the Developer.

- (b) There is no violation or default by the Developer of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject, and compliance with the terms, conditions and provisions of this Agreement does not conflict with and will not result in or constitute a breach of or default under any of the foregoing, wherein default, breach or violation would materially and adversely affect any of the transactions contemplated by, or the validity of, this Agreement.
- (c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Developer and this Agreement constitutes a valid and binding agreement of the Developer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (d) Except as a part of the performance and completion of Eligible Activities under the terms of this Agreement, the Developer and its contractors or subcontractors shall not use the Development site for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the site, and shall obtain all necessary permits in connection therewith.
- (e) The Developer warrants that it will comply with all obligations, covenants and conditions required of it or its agents or contractors under the terms of this Agreement.

ARTICLE 8 **INSURANCE**

Section 8.1 Insurance. The Developer and any contractor(s) or subcontractor(s) shall purchase and maintain insurance not less than the limits set forth below as applicable and necessary. The Developer and any contractor(s) and subcontractor(s) shall maintain such other insurances as it deems appropriate for its own protection.

- (a) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- (b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- (d) Contractor's Pollution Liability Insurance provided by Contractors, sub-contractors and site work contractors engaging in environmental response activities, covering any sudden and non-sudden pollution or environmental impairment, including clean up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence (with first party and third-party coverage).

Section 8.2 Cancellation Notice. The Developer understands and agrees that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change to any insurance policy specified above shall be sent to the MBRA.

Section 8.3 Additional Insured. The Commercial General Liability Insurance, Motor Vehicle Liability Insurance, Professional Liability Insurance, and Auto Pollution Liability Insurance, as described above, held by the Developer and its Environmental Consultant, contractors, and subcontractors, shall have an endorsement including the City of Marquette and the City of Marquette Brownfield Redevelopment Authority as additional insured.

Section 8.4. Proof of Insurance. The Developer or any contractor or subcontractor shall make available copies of certificates of insurance for each of the policies mentioned above to the Authority upon request. If so requested, certified copies of all policies will be furnished.

ARTICLE 9

REMEDIES AND TERMINATION

Section 9.1 Alternative Dispute Mediation. If a dispute arises between the parties to this Agreement, the parties shall seek an alternative means of resolving the dispute as a condition precedent to litigation. Therefore, the parties agree to the following terms and conditions:

- (a) The party bringing in a claim shall give notice to the other party and, in writing, propose a meeting in which to discuss and attempt to resolve the claim within fourteen (14) days after the claim arises, which may be extended with the mutual agreement of all parties.
- (b) In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of twenty-one (21) days after the initial meeting between the parties. The mediator shall render his/her decision within ten (10) days of meeting with the parties. In the event that the mediator does not render a decision within said time-period, the party bringing the claim shall have the right to proceed with litigation.
- (c) The purpose of the mediator is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.

- (d) During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this mediation process shall be tolled.

Section 9.2 Remedies for Default. The MBRA or the non-defaulting party will provide notice to the defaulting party of the nature and extent of the default. The defaulting party will have 45 days to remedy the default.

Section 9.3 Remedies upon Default. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to terminate this Agreement with the defaulting party or, at the election of such non-defaulting party, may obtain any form of relief permitted under the applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction.

ARTICLE 10

MISCELLANEOUS

Section 10.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of MBRA's obligations under this Agreement, or pursuant to the terms of the Brownfield Plan or Act 381 Work Plan and Act 381.

Section 10.2 Sale or Transfer of Eligible Property or Site within the Plan: The Developer waives the right to reimbursement for outstanding Eligible Activity expense obligations, or any other reimbursement obligation of the MBRA, to be paid through Brownfield Tax Increment Revenue captured from the portion of the Eligible Property that is sold, conveyed, transferred, or assigned unless the Developer complies with the following:

- (a) The Developer provides the prospective transferee with written notice of the Brownfield Plan, the nature and extent of Eligible Activities performed by the Developer pursuant to the Plan, and the extent of any outstanding obligation for reimbursement for Eligible Activity expenses from taxes to be captured from the property.
- (b) The Developer and the transferee enter into an allocation agreement covering how the Brownfield Tax Increment Revenues collected on the property shall be distributed between the Developer and the prospective purchaser or transferee for any outstanding obligations or future obligations for Eligible Activities on the property.
- (c) The Developer provides the MBRA with copies of the written notice and the allocation agreement between the Developer and the transferee of the property prior to transfer of the property, and the MBRA approves the agreement, which shall not be unreasonably denied.

Section 10.3 Assignment of this Agreement. No party to this Agreement may transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of all other parties hereto, which consent will not be unreasonably withheld. This provision does not limit the transfer of membership interest within Developer LLC.

Section 10.4 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to MBRA:	Sheri Davie, Executive Director Marquette Brownfield Redevelopment Authority 1100 Wright Street Marquette, Michigan 49855
If to the City:	Karen Kovacs, City Manager City of Marquette 300 W. Baraga Avenue Marquette, Michigan 49855
If to the Developer:	Jon Julien Marquette Vault, LLC 47711 Gundlach Road Houghton, Michigan 49931

or to such other address and/or representative as such party may specify by appropriate notice.

Section 10.5 Amendment and Waiver. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 10.6 Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 10.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 10.8 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 10.9 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 10.10 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Developer Project, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way,

permits, licenses, approvals and any other permissions necessary for the construction or operation thereof. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to the Project to secure the Developer financing from such lenders. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of their respective obligations hereunder and to assure that all conditions precedent to and the completion of the Developer Project are timely satisfied.

Section 10.11 Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 10.12 Brokerage Fees. The MBRA and Developer represent and warrant to the others that no broker or finder has been engaged in connection with this Agreement. The MBRA, without waiving any governmental immunity and to the extent allowed by law, and Developer shall indemnify each other and hold each other harmless from and of any and all liability (including reasonable attorneys' fees and costs) for brokerage commissions or finders' fees in connection with this Agreement to the extent such liability or claim is based on any arrangement or agreement made or claimed to have been made by or on behalf of the indemnifying party.

Section 10.13 Condominium Documents. The Developer agrees to put notice of this Agreement in any condominium Master Deed if a condominium project is developed on of this land.

The MBRA, City and Developer have caused this Agreement to be duly executed and delivered as of the date first written above.

MARQUETTE VAULT, LLC

By: Jon Julien
Its: Managing Director

CITY OF MARQUETTE BROWNFIELD
REDEVELOPMENT AUTHORITY

Approved as to Content:

By: Sheri Davie
Its: Executive Director

By: P. David Allen
Its: Chair

CITY OF MARQUETTE

Approved as to Content:

By: Karen M. Kovacs
Its: Manager

By: Jennifer A. Smith
Its: Mayor

Approved as to Form:

By: Suzanne C. Larsen
Its: Attorney

By: Kyle Whitney
Its: Clerk

EXHIBIT A: DEVELOPMENT

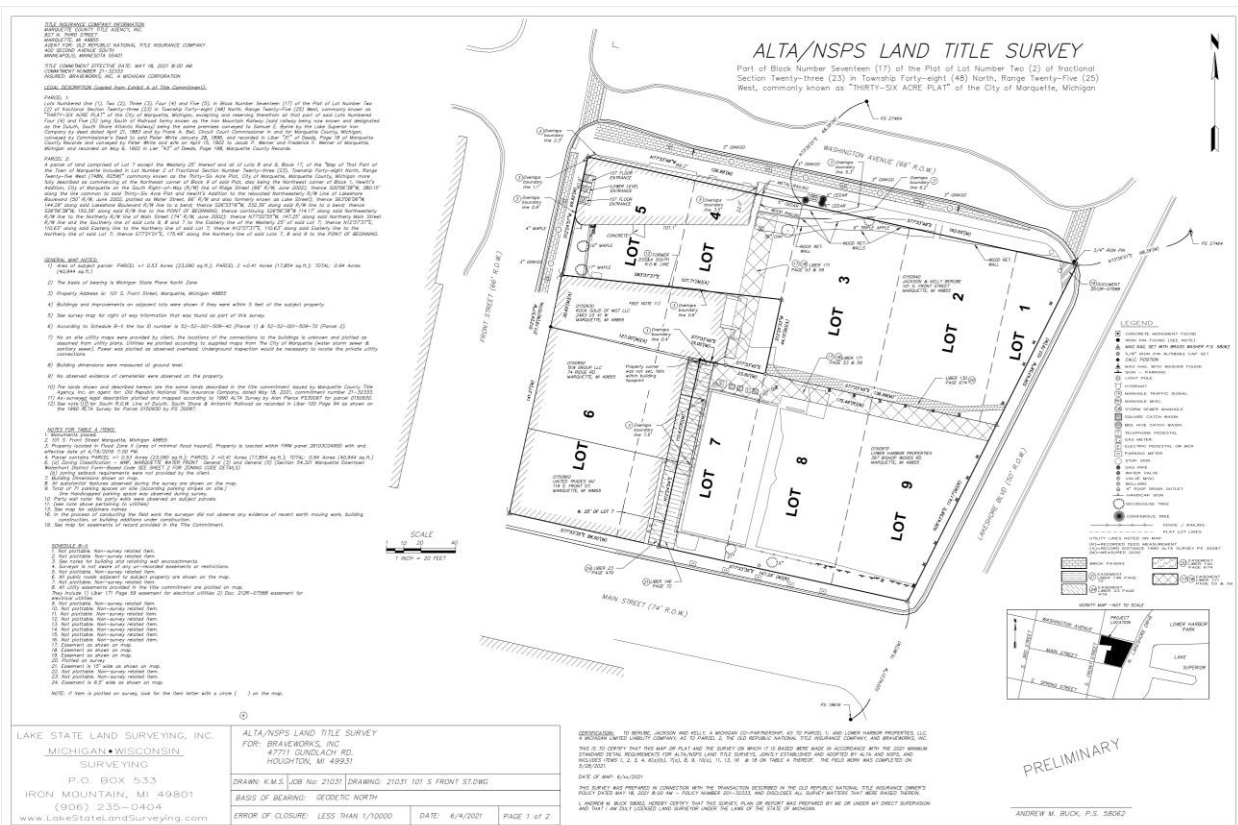
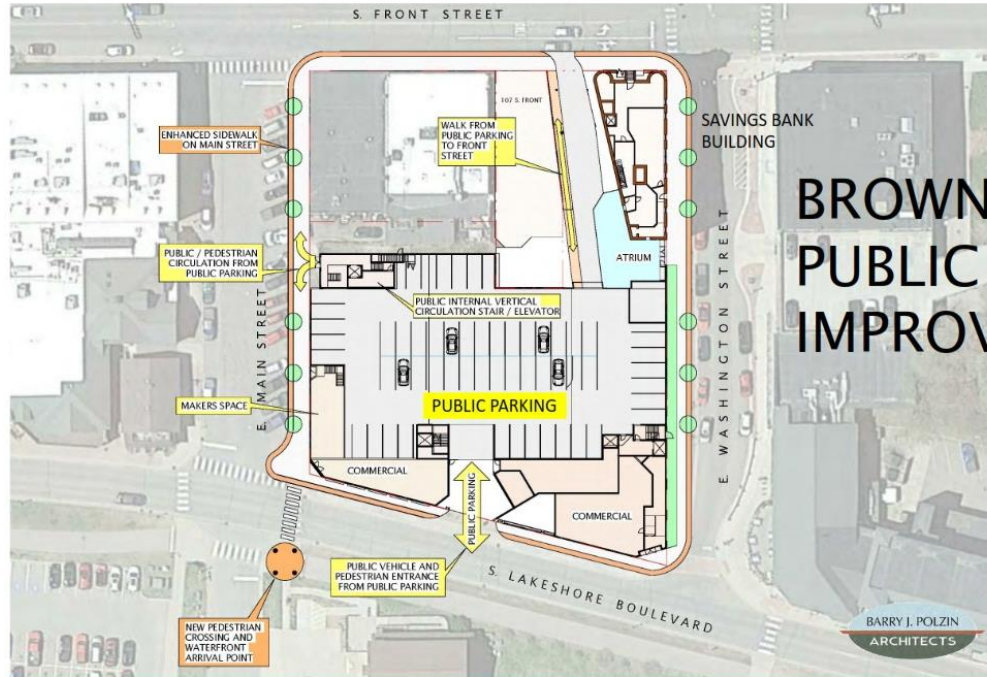


EXHIBIT B: PUBLIC IMPROVEMENTS

Braveworks.



BROWNFIELD PUBLIC IMPROVEMENTS

EXHIBIT C: ELIGIBLE ACTIVITIES

BROWNFIELD ELIGIBLE ACTIVITIES VAULT MARQUETTE

DEVELOPER ENVIRONMENTAL ELIGIBLE ACTIVITIES	
Baseline Environmental Assessment	\$27,000
Due Care Activities	<u>\$764,000</u>
Subtotal	\$791,000
Contingency	\$118,650
Brownfield Plan Preparation	<u>\$20,000</u>
ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$929,650
DEVELOPER NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES	
Lead Asbestos Abatement	\$87,000
Demolition	\$130,000
Site Preparation	\$1,353,000
Private Infrastructure	<u>\$157,680</u>
Subtotal	\$1,727,680
Contingency	\$237,250
Brownfield Plan Preparation	<u>\$20,000</u>
NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$1,984,930
TOTAL DEVELOPER ELIGIBLE ACTIVITIES	<u>\$2,914,580</u>
CITY NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES	
Public Parking Facility	\$7,240,000
Public Improvements	\$802,300
Contingency	\$1,206,345
Brownfield Plan Implementation	\$90,000
TOTAL CITY ELIGIBLE ACTIVITIES	<u>\$9,338,645</u>
TOTAL ELIGIBLE ACTIVITIES	\$12,253,225

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 11/29/2021

New Business

Resolution of Intent to Sell City Property - Parcel 0511840 - Roll Call Vote

BACKGROUND:

The City Manager received a proposal from Renovare Development to acquire and develop the surplus City Property located between Fair Avenue and Wright Street.

The attached proposal outlines a strategy for developing housing options that have been recommended by the Ad-Hoc Housing Committee on the property.

In order to realize the project, the City would need to transfer the property in a manner that would provide some reimbursement in accordance with Section 2-506 of the City Code.

This is the first step in the process and provides for the City Manager to direct the sale of the property and negotiate terms on behalf of the City Commission.

City Staff has identified some recommended terms to guide the directing of the sale which include an appraisal of the property, the facilitation of community input by the developer, and the execution of a Local Development Agreement to describe the parameters of the property transfer and developer obligations.

The proposed Resolution of Intent to Sell is not final and is subject to further City Commission action to sell the property, provided the terms are acceptable.

FISCAL EFFECT:

None at this time.

RECOMMENDATION:

Adopt the Resolution of Intent to Sell, and authorize the City Manager to negotiate terms for the potential sale of the property.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Renovare Proposal

▫ Resolution Intent to Sell



Renovare Development
42 Watson, Suite B
Detroit, MI 48201

September 30, 2021

Ms. Karen Kovacs, City Manager
City of Marquette
300 W. Baraga Ave.
Marquette, MI 49855

RE: **Proposal for Workforce Housing Collaboration**
1435 Wright Street, Marquette Michigan

Dear Ms. Kovacs:

Renovare Development, LLC respectfully submits this proposal to develop the abovementioned property for workforce housing. We propose to develop an attainable missing-middle housing development, with multiple product types to meet a variety of housing needs, totaling approximately 60 for-sale, single-family units. Our proposal will set aside a portion of the units for individuals and families between 60% and 120% of Area Median Income. With this proposal, we request to enter into a Development Agreement for the property.

ABOUT US

Renovare Development, LLC (Renovare) is a full-service real estate development and consulting firm that focuses on transformational development projects throughout Michigan that serve a deep community need. Our Managing Partners have diverse and extensive backgrounds in mixed-use development, affordable housing, brownfield redevelopment and community development. Our developments are inclusive and provide comprehensive solutions for housing and economic development to local communities.

Our Founding Members have a deep commitment to social impact. Renovare was created by women to develop comprehensive solutions to the needs that communities face. Our projects present unique opportunities for collaboration and leverage various local, state and federal economic development tools. Our Founding Members are actively engaged in policy discussions at the state and federal level to drive new tools for housing and economic development. They also play leadership roles in national organizations that strive to build sustainable and equitable communities.

BACKGROUND

Workforce housing is a critical need in Marquette and public, non-profit and private entities are committed to working together to support a diverse mix of housing products with attainable sales prices for the community.

The City of Marquette owns an 8.1-acre parcel of property at 1435 Wright Street (“Property”), located in close proximity to Northern Michigan University and Peninsula Medical Center. This property presents an ideal opportunity for workforce housing. A legal description is included as **Attachment A**.

PROJECT

Renovare Development proposes to acquire the property and develop approximately 69 units of housing on the site. The project will be designed to meet the tremendous demand for missing-middle housing, such as duplexes, fourplexes, townhomes, and single-story homes. Sales prices will be driven by market demand. The units will range from approximately 900 to 1,200 square feet, and be for-sale product. The conceptual Site Plan is included as **Attachment B**.

Attainable Units

Renovare Development will set aside a portion of the units for individuals and families between 60% and 120% of Area Median Income, as agreed upon with the City of Marquette. The number of units set aside will be determined by overall financing for the project. It is anticipated that qualified buyers will receive Down Payment Assistance, coordinated by Renovare Development. Income targeting will be secured through deed restrictions, or second mortgages. Long-term monitoring of the program will be managed by a third-party non-profit organization approved by all parties.

FINANCING

Renovare Development has obtained detailed cost estimates from local professional service providers and market analysis from local realtors. It is anticipated that the development will be financed through a variety of sources, including private debt and equity as well as other sources. However, our detailed analysis indicates a gap that needs to be filled in order to support the workforce housing goals of the development. Therefore, Renovare Development will seek assistance through the Michigan Brownfield Redevelopment Financing Act (Public Act 381, 1996 as amended), which provides for the reimbursement of certain Eligible Activities on Eligible Property through the capture of increased incremental taxes generated by additional private investment. Eligible Activities include environmental assessment and response activities, asbestos abatement and demolition, and for Qualified Local Governmental Units, or “Core Communities” like the City of Marquette, site preparation, infrastructure, and importantly, assistance to acquire or transfer property owned by the City or a land bank authority. The Developer will seek to include the acquisition of the property from the City as an eligible activity under this program. In order to qualify, Eligible Property must be contaminated (Part 201 Facility), blighted, functionally obsolete, meet historical guidelines, or tax reverted in Core Communities. The Wright Street property does not qualify under any of these criteria. However, property owned or under the control of a land bank authority qualifies under the definition of “blighted.”

As a result, a partnership is proposed between Renovare Development, the City of Marquette and the Marquette County Land Bank Authority to expand the availability of economic development tools for the project. The property is proposed to be transferred to the County Land Bank Authority to qualify as Brownfield Eligible Property under the definition of “blighted” so the project can utilize Brownfield Tax Increment Financing to create attainable sales prices for a portion of the units. A Brownfield Plan will be submitted to

the City of Marquette Brownfield Redevelopment Authority requesting the reimbursement of Brownfield Eligible Activities, including environmental activities, site preparation, public infrastructure and acquisition assistance, over time through capture of increased taxes generated by the development.

Although the brownfield plan will include all eligible activities for the site, the capture period will be limited to twelve years through the reimbursement agreement.

TIMELINE

Renovare Development proposes to achieve Site Plan approval within one year of the execution of the Development Agreement. Construction will follow an even flow schedule, with approximately two to four units completely and sold per month.

NEXT STEPS

Renovare Development seeks to enter into a Development Agreement with the City of Marquette for the project that will describe the nature of site control necessary to deliver the proposed development, and terms for the entitlement process, community engagement and transfers.

We would like to present the project to the City Commission to begin dialog. Since the property has already been designated as surplus, we believe this is the appropriate first step.

We are therefore requesting to present at a work session of the City Commission. Please contact us with available dates and times.

Sincerely,

RENOVARE DEVELOPMENT



Jill Ferrari



Shannon Morgan

ATTACHMENT A

Legal Description

PAR. OF LAND LOC. IN THE N.E. 1/4 OF THE N.W. 1/4 OF SEC. 15 T48N R25W, COMM. AT A PT. 33' S. AND 295.52' E. OF THE N.W. COR. OF THE N.E. 1/4 OF THE N.W. 1/4; TH. S. 396'; TH. W. 132'; TH. S. 856.34' TO THE N. R.O.W. LINE OF CENTER ST.; TH. E. 495'

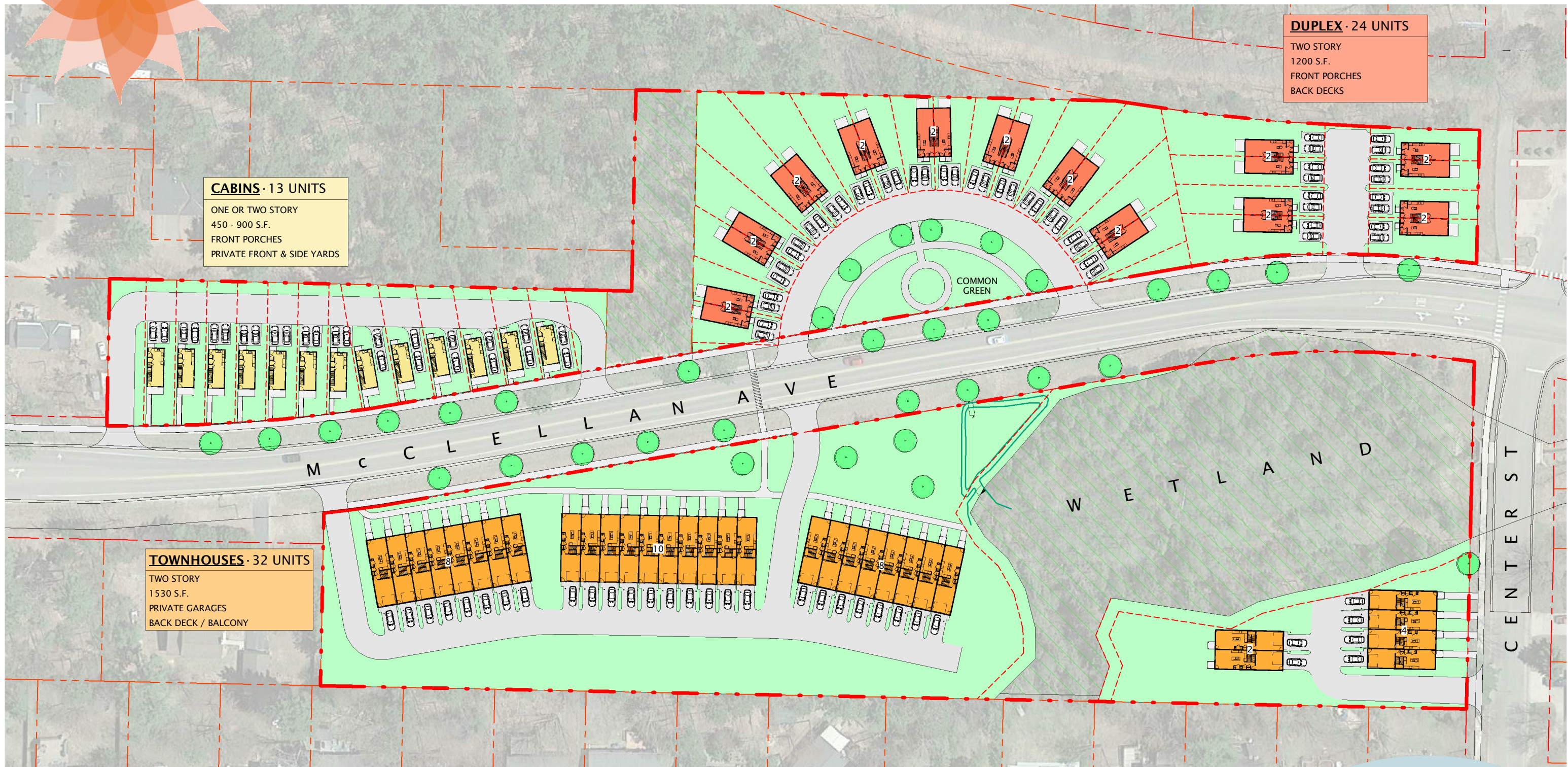
ATTACHMENT B

Conceptual Site Plan



McCLELLAN AVE DEVELOPMENT

2/8/2021



SITE PLAN
1" = 80'-0"

BARRY J. POLZIN
ARCHITECTS

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Resolution of Intent to Sell

Authorizing the City Manager to Direct the Sale of Parcel 0511840

WHEREAS, Renovare Development has submitted a proposal to develop housing in the City of Marquette on land owned by the City of Marquette that includes a workforce housing component; and,

WHEREAS, the City of Marquette Ad-Hoc Housing Committee Report and Recommendations has recognized the need for public/private partnerships to provide more housing options; and

WHEREAS, the City of Marquette has adopted an ordinance to provide for the sale of property; and

WHEREAS, the property has been identified as surplus and municipal utility mains were installed for the purpose of addressing the City desire to place the property back into private development.

THEREFORE, BE IT RESOLVED, that the City of Marquette hereby authorizes the City Manager to direct the sale of the Parcel, subject to the following:

1. The value of the Parcel shall be determined in writing by a State Certified or Licensed Real Estate Appraiser.
2. Renovare Development shall conduct community engagement for the project.
3. Any sale be subject to the drafting and execution of a local development agreement that will describe the parameters of property transfer and developer obligations.

Adopted this 29th Day of November, 2021

Jenna A. Smith, Mayor

Kyle Whitney, City Clerk