

City of Marquette, MI



Meeting Agenda City Commission

**Monday, December 11, 2023
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Reappointment(s)

Cary Gottlieb, Planning Commission for a term ending 2-15-27

Allison Clark, Downtown Development Authority for a term ending 1-1-28

Sean Hobbins, Marquette Area Wastewater Treatment Advisory Board, 12-31-26

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

Presentation(s)

2. Downtown Development Authority, by Executive Director Tara Laase-McKinney

3. Consent Agenda - Roll Call Vote

3.a. Approve the minutes of the November 27, 2023 regular Commission meeting

3.b. Approve the total bills payable in the amount of \$1,014,495.32

3.c. Ordinance 726 - Repeal City Code Chapter 18

3.d. Purchase of a Hot Water Trailer Mounted High Pressure Jetting Unit

3.e. State Right-of-Way Permit - Roll Call Vote

Unfinished Business

4. Sale of City Property - 600 W. Spring Street - Roll Call Vote

New Business

5. BLP Board Member Appointment

6. Resolution to Establish Polling Locations - 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: 12/11/2023

Consent Agenda - Roll Call Vote

Approve the minutes of the November 27, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 11-27-23 Meeting Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, November 27, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Davis announced the return of the holiday laser light show, sponsored by Travel Marquette and the upcoming holiday parade.

Boards and Committees

1. Appointment(s)

Emily Tobin-Lavoy, Public Art Commission for an unexpired term ending 2-26-25
Jon Nebel, Parks and Recreation Advisory Board as the Marquette Junior Hockey Representative for an unexpired term ending 1-29-25
Recommend Assistant City Manager Sean Hobbins as the City of Marquette representative on the Marquette County Transit Authority, for a term ending 12-31-26
Recommend Fire Chief Ian Davis as the City of Marquette representative on the Marquette County Central Dispatch Policy Board, for a term ending 12-31-26

Mayor Pro-Tem Hanley moved to appoint Emily Tobin-LaVoy, Public Art Commission for an unexpired term ending 2-26-25, Jon Nebel, Parks and Recreation Advisory Board as the Marquette Junior Hockey Representative for an unexpired term ending 1-29-25 and recommend Assistant City Manager Sean Hobbins as the City of Marquette representative on the Marquette County Transit Authority, for a term ending 12-31-26 and recommend Fire Chief Ian Davis as the City of Marquette representative on the Marquette County Central Dispatch Policy Board, for a term ending 12-31-26, seconded by Commissioner Schloegel and Carried Unanimously.

Mayor Pro-Tem Jessica Hanley thanked staff and the community members for stepping up to fill these vacancies.

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

Sue Holliday -representing the League of Women Voters, spoke on their Hooked-on Voting Program. She explained the goal is to encourage children of all ages to become engaged in the democratic process by conducting a mock election with the children, giving them the opportunity to vote on local topics.

Andy Tankka addressed the request to use City property for a retaining wall.

Steve Mattson showed support for the request to use City property on Jenny Lane and provided history of the subdivision.

Karen Mattson also indicated support of her neighbor's request to use City property and provided comparison of retaining walls in residential areas within the city.

William Cooke shared support of Andy Tankka.

Margaret Brumm spoke on three items. She requested that agendas for all City's boards and committees meetings be posted in a similar manner as the City Commission agendas. She also requested the City Commission and PIPAC schedule a joint meeting in the early quarter of 2024 to address the walking hours. Lastly, she requested an explanation of the required budget adjustment for the DPW labor agreement.

Presentation(s)

2. Planning Commission, by Chair Sarah Mittlefehldt

Sarah Mittlefehldt gave a broad overview of the responsibilities and role of the Planning Commission. She provided history of the Planning Commission, stating the City's Planning Commission was established in 1947. She highlighted the diversity of the current board members and provided a list of cases and actions that took place in 2023 proceedings. She then concluded with a look into 2024 and future years, which will include the Community Master Plan update, addressing housing affordability and availability, mobility including transit, sidewalks and bike routes. She invited the City Commission to collaborate further with the Planning Commission.

The presentation was opened up to the Commission for comments. Commissioner comments embodied a general sense of appreciation and thanks for the difficult work that is done by the Planning Commission.

3. Lake Superior Community Partnership, by CEO Christopher Germain

Christopher Germain, CEO of the LSCP provided an update on the economic development organization. He highlighted the large network and partnerships throughout the area.

He discussed the successes in 2022 which included working with over 500 clients.

Mr. Germain provided an overview on a variety of priorities for 2023. Some of the priorities include business development, community development, housing, childcare, outdoor recreation, and air service.

Looking into 2024 the LSCP intends to implement the Small Business Support Hub and Regional Housing Plan, develop a housing tracker for Marquette County and continue to work on a number of other critical issues, Mr. Germain stated.

Following his presentation, the Commission commented on the important role the LSCP plays in fostering success in our community. They thanked Mr. Germain for his leadership and the work him and his staff are doing and recognized the increased compacity of the organization.

Public Hearing(s)

4. Rezoning of 1025 Osprey Court - Roll Call Vote

There was no public comment.

Mayor Pro Tem Jessica Hanley moved to Approve ordinance 724 and rezone 1025 Osprey Court from Planned Unit Development (PUD) to Multiple Family Residential district, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

5. Rezoning of 905 N. Lakeshore Blvd. - Roll Call Vote

During the public comment portion of the public hearing, Margaret Brumm questioned the Commission's ability to ensure a hotel does not get built on the property.

Commissioner Larson moved to approve ordinance 725 and rezone 905 N. Lakeshore Blvd. from a Planned Unit Development (PUD) to Mixed-Use (M-U) district, seconded by Commissioner Schloegel, and Carried Unanimously by Roll Call Vote.

6. Consent Agenda

Commissioner Jermei Ottaway moved to Approve the consent agenda as presented, seconded by Commissioner Paul Schloegel and Carried Unanimously.

- 6.a. Approve the minutes of the November 13, 2023 regular Commission meeting
- 6.b. Approve the total bills payable in the amount of \$3,037,702.79
- 6.c. Fuel Purchasing
- 6.d. Master Agreement to Purchase Services (In-Home Services)
- 6.e. Plowing for Pizza Agreement
- 6.f. Senior Services - Master Agreement to Purchase Services
- 6.g. Utilization of State Bid for Annual Salt Purchase

New Business

7. DPW Labor Agreement

Commissioner Jerney Ottaway moved to Approve the Department of Public Works and Utilities Employees' Agreement extension effective October 1, 2023 through September 30, 2026, and authorize the Mayor and City Clerk to sign the Agreement, seconded by Commissioner Jennifer Smith and Carried Unanimously.

8. Request for License to Use City Property for Retaining Wall on Jenny Lane

Mayor Pro-Tem Jessica Hanley moved to approve the license request and direct the city attorney to draft the license and a memorandum or other document to be recorded at the Register of Deeds. The motion was seconded by Commissioner Mayer.

Commissioner Ottaway requested privileged comment by the resident seeking the license.

Discussion ensued with comments from Mr. Tankka, City staff, and the Commission. Clarification was given on the measurements of the right-of-way and the process for seeking a license. There was discussion of the possibility of setting a precedence.

Following discussion, the Commission took a vote by roll call. The motion failed 2-5, with Commissioner Smith and Mayor Pro-Tem Hanley voting in favor.

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

Margaret Brumm reminded everyone of the monthly BLP meeting which will take place November 28. She also invited the Commission to interact with her class at NMU.

William Cooke showed his disappointment for the decision made regarding the request to use City property.

Matt Luttenberger stated a MAPS board meeting was being conducted tonight which discussed the high school's new nickname and rebranding; he believes this really is a rebranding of the entire community. He thanked the Commission for his previous concern being addressed, thanking them for the improved road condition on Norwood Ave.

Comments from the Commission

Commissioner Larson recognized the tough conversation that was had during the meeting and briefly explained his reasonings for how he voted.

Commissioner Mayer had no comment.

Commissioner Ottaway also explained his reasons for voting the way he did, with his main concern being the order of operations of the request, which could set a precedence in the future. He also highlighted the Fire Department, commending them for their recent involvement with a housefire.

Mayor Pro-Tem Hanley had no comment.

Commissioner Schloegel showed appreciation for the amount of engagement that took place during a difficult agenda item. He hoped everyone takes advantage of all the upcoming holiday events happening in our community and also reminded everyone to shop local.

Commissioner Smith thanked the League of Women Voters for attending the meeting and their involvement with the youth in the community. She highlighted the opportunity she had to be involved with the Tom Baldini Soap Box challenge, which also engages youth in the area -giving them the opportunity to speak on difficult topics. She also reminded everyone to stay safe during the hunting season by wearing bright colors and avoid going for a hike or bike ride during dawn or dusk.

Mayor Davis thanked the Commission for giving so much thought and effort on the issue they were presented with, acknowledging their job to represent the citizens and set the rules and regulations for the good of the entire community.

Comments from the City Manager

City Manager Kovacs thanked the Police, Fire, and Public Workers Departments for working through the holiday and ensuring our city continues to run smoothly.

Adjournment

The meeting was adjourned at 8:11 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 12/11/2023

Consent Agenda - Roll Call Vote **Ordinance 726 - Repeal City Code Chapter 18**

BACKGROUND:

Marquette City Code Chapter 18 - Elections contains only one section, which details the boundaries of the City's election precincts.

As state law (MCL 168.661) and the Marquette City Charter (Sec. 4-1) grant the City Election Board the authority to establish election precincts, this chapter of City Code is unnecessary.

Per City Charter, an ordinance cannot be adopted at the meeting in which it is introduced. This item should be moved to the next regular meeting agenda for the second read.

FISCAL EFFECT:

None.

RECOMMENDATION:

Move Ordinance 726 to the next regular meeting agenda for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ord. 726 - Draft

ORDINANCE #726
AN ORDINANCE TO REPEAL MARQUETTE CITY CODE
CHAPTER 18 – ELECTIONS

INTENT

The purpose of this ordinance is to repeal Chapter 18 - Elections.

The City of Marquette Ordains:

SECTION 1. That Chapter 18 - Elections be hereby repealed in its entirety.

SECTION 2. That this ordinance shall take effect ten days after adoption but not before publication.

Sally Davis, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 12/11/2023

Consent Agenda - Roll Call Vote

Purchase of a Hot Water Trailer Mounted High Pressure Jetting Unit

BACKGROUND:

The City of Marquette Public Works Department is regularly called upon to thaw water and sewer infrastructure during the harsh U.P. winters. The replacement of an obsolete Brooks Cleaver Steamer and an Aladen trailer mounted jetter / pressure washer in service since 1982 were identified in the 2017-2022 Capital Improvement Plan for the City of Marquette but was not funded previously. In addition to thawing frozen water appurtenances, sanitary and storm sewer pipes during the winter, the equipment will aid with other non-winter functions such as sanitary sewer and storm sewer main cleaning, hydro-excavation projects, and serve as backup support for our jet-rodder truck that has been in service since 2004 and our mechanical rodder that has been in service since 2010.

The DPW staff recommend waiving competitive bidding for the purchase of the Hot Water Trailer Mounted High Pressure Jetting Unit due to the specialized nature of the equipment. There are limited suppliers of this type of equipment as well as limited vendors that service the equipment. Staff have found value in working with a responsive vendor in relatively close proximity to the City which already has an established service relationship with the City.

FISCAL EFFECT:

The FY 23-24 budget contains adequate funding in the water fund and sewer fund for capital equipment purchase, and in the stormwater maintenance fund.

RECOMMENDATION:

Waive competitive bidding process and approve the purchase of a Hot Water Trailer Mounted High Pressure Jetting Unit from Jack Doheny Company of Novi, Michigan in the amount of \$95,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Trailer Mounted Jetting Unit

A TRAILER JETTER THAT LEADS THE WAY.



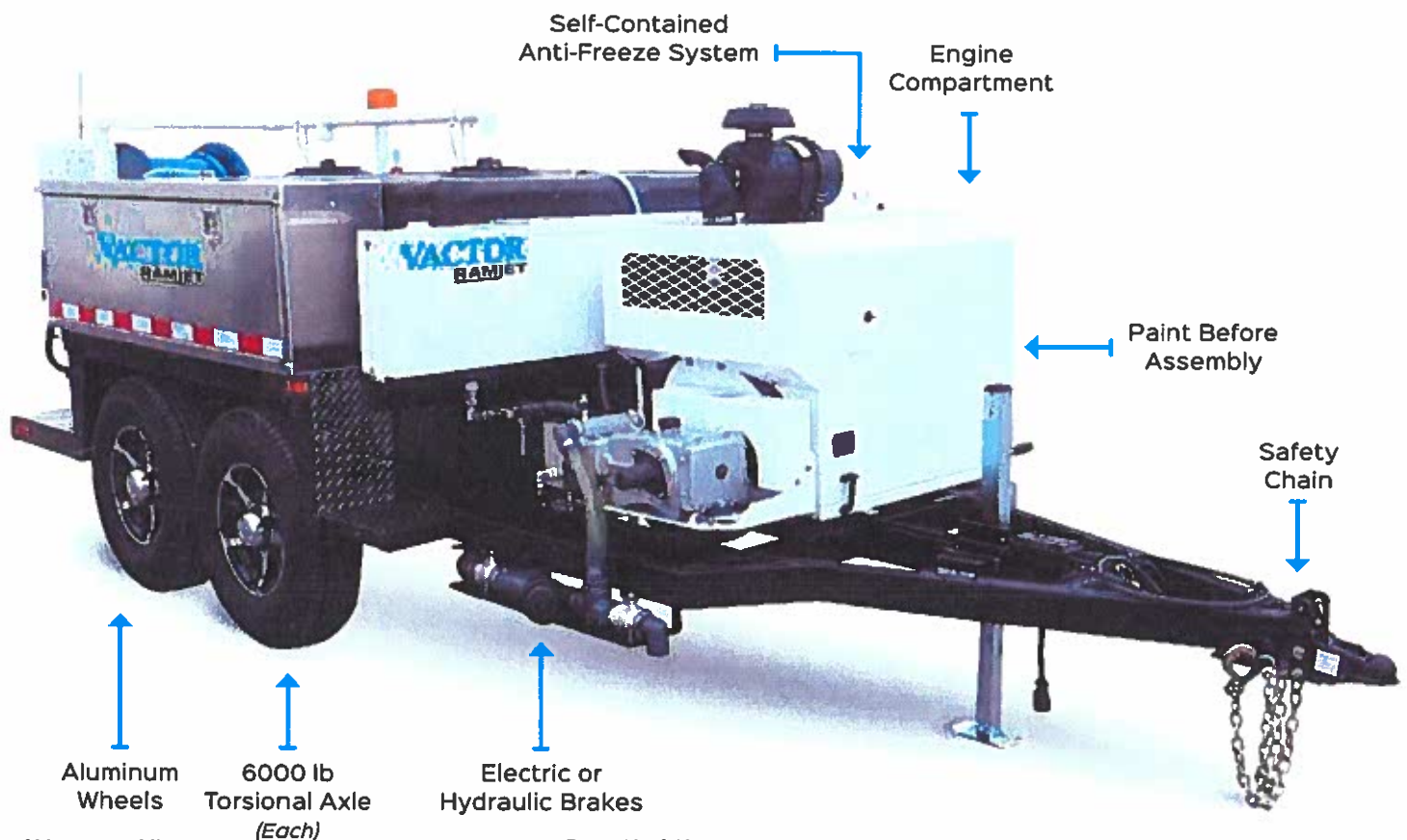
VACTOR®
RAMJET

VACTOR® RAMJET® TRAILER & SKID-MOUNTED JETTERS

If you're looking for a cost-effective, yet powerful, sewer maintenance tool, the Vactor Ramjet trailer and skid-mounted series offers you more than just performance and convenience. With more configuration choices in engines and pumps, plus water tanks up to 1,000 gallons, and a wide range of productivity-building options, the Ramjet series is simply your best choice.

To effectively clean sewers, drains, pipelines and culverts, the Ramjet offers you:

- Five available water systems: 18 GPM at 4,000 PSI, 30 GPM at 3,000 PSI, 36 GPM at 3,000 PSI, 40 GPM at 2,000 PSI and 40 GPM at 3,000 PSI
- State-of-the-art control panel with complete jetter management system and optional wireless remote
- Pivot hose reel for greater operating ease and precision
- Self-contained anti-freeze system for improved cold weather operation
- Advanced hydraulic controls including pay in/out and speed control
- Optional hydraulic pull out reel
- Rugged construction engineered for years of reliable service
- Performance enhancing options that allow you to create a jetter suited to your specific needs and applications



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 12/11/2023

Consent Agenda - Roll Call Vote **State Right-of-Way Permit - Roll Call Vote**

BACKGROUND:

Annually, the City obtains a permit from the Michigan Department of Transportation (MDOT) allowing its forces to perform routine maintenance of City-owned infrastructure located within the State highway rights-of-way. These facilities include water and sewer lines and appurtenances, drainage facilities, electrical distribution lines and street lighting, trees, sidewalks, and signs. One of MDOT's requirements for issuance of this permit is a "Performance Resolution for Government Agencies" from the local unit of government. Approval by the City Commission is required. The resolution language is substantially the same to those approved by the Commission in the past but reflects some changes in authorized City staff. A current resolution is attached.

FISCAL EFFECT:

There is no direct fiscal effect involved with approval of this resolution and the liability to which the City is exposed in owning and maintaining facilities on highway right-of-way is not increased by virtue of the resolution. Failure to indemnify the State for City work on these facilities is however, grounds for the State to require their removal from its right-of-way.

RECOMMENDATION:

Approve the resolution updating the list of City staff authorized to supervise maintenance of City facilities in the Michigan Department of Transportation right-of-way, and authorize the City Clerk to sign the resolution.

ALTERNATIVES:

None; complete removal of all City facilities from State right-of-way is not feasible.

ATTACHMENTS:

Description

- ▣ 2024 Performance Resolution

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ City of Marquette
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Director of Public Works- Scott Cambensy, Director of Facilities and Maintenance- Eric Stemen

City Engineer- Mik Kilpela, Asst. City Engineer- Kellen Wessells, Hydrology Engineer- Jim Compton,

Maintenance Supervisors- Art Carlson, Bruce Gauthier, Chad Hightshoe, Dan Carter, Mike Sjolund,

Duane Suckow.

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____ Marquette City Commission
(Name of Board, etc.)
of the _____ City of Marquette _____ of _____ Marquette
(Name of MUNICIPALITY) (County)
at a _____ Regular Commission _____ meeting held on the _____ day
of _____ A.D. _____.

Signed

Title

Print Signed Name

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 12/11/2023

Unfinished Business

Sale of City Property - 600 W. Spring Street - Roll Call Vote

BACKGROUND:

The City issued a Request for Proposals on July 19, 2022, based upon City Commission direction to seek missing-middle housing at a higher density for the vacant City-owned parcel 0240012 located at 600 W. Spring Street (attached).

The City received one proposal from Marquette County Habitat for Humanity (Habitat) in response to the RFP. The proposal was subsequently amended following in-depth conversation about developing the site. The final proposal was for eight single family homes for households between 30% and 60% of the poverty threshold in Marquette County that meet the Marquette County Habitat for Humanity requirements.

The City Commission approved a resolution of intent to sell for this property at their December 12, 2022 regular meeting. Following this meeting, the City Manager opened negotiations with Habitat and approved a right of entry permit to allow access to the property to conduct an environmental review. Upon completion of this review with minimal findings, and an appraisal, the City Manager has negotiated a purchase price of \$123,200, 80% of the appraised value.

FISCAL EFFECT:

The City will realize \$123,200 in revenue from the sale of the property.

RECOMMENDATION:

Approve the Resolution of Sale of Parcel 0240012, authorize the Mayor and Clerk to execute the purchase agreement, and authorize the City Manager to complete the sale according to the terms of the purchase agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Proposal Letters
- ▣ Marquette County HFH Revised Proposal
- ▣ Resolution
- ▣ Purchase Agreement



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info@mqthabitat.org
www.mqthabitat.org

BOARD OF DIRECTORS

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September 2, 2022

Dennis Stachewicz
Community Development Director
City of Marquette
300 W Baraga Ave
Marquette, MI 49855

RE: RFP – 600 W. Spring St., Marquette

Attached for your consideration is a proposal for the development of the city owned property at 600 W Spring St.

As you review our proposal, you will see that the project team of Marquette County Habitat for Humanity and Barry Polzin Architects are well suited to fulfill the city's request for high density, low income and workforce housing.

If selected, Marquette County Habitat for Humanity has Board approval and the capacity to move forward with this project in 2023.

If you need further information or have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Deanna Johnson".

Deanna Johnson
Executive Director



Marquette County Habitat for Humanity

STATEMENTS OF FINANCIAL POSITION

June 30, 2021 and 2020

ASSETS			
		2021	2020
CURRENT ASSETS:			
Cash and Cash Equivalents:			
Operating funds		\$ 1,004,394	\$ 691,188
Homeowner escrow cash-restricted		59,066	60,632
Total Cash and Cash Equivalents		<u>1,063,460</u>	<u>751,820</u>
Other Current Assets:			
Accounts receivable		42,413	-
Homes under construction		48,180	21,563
Other construction in progress		-	25,799
Inventory-future building sites		29,814	37,514
Prepaid insurance		5,645	5,711
Prepaid construction expenses		11,390	-
Current portion of mortgages receivable		152,685	164,243
Total Other Current Assets		<u>290,127</u>	<u>254,830</u>
Total Current Assets		<u>1,353,587</u>	<u>1,006,650</u>
NON-CURRENT ASSETS:			
Property, Plant, and Equipment:			
Buildings		466,591	466,591
Building improvements		32,232	30,212
Land and improvements		154,300	154,300
Office furniture		20,285	16,529
Tools and equipment		16,955	16,955
Vehicles		81,633	81,633
		<u>771,996</u>	<u>766,220</u>
Less accumulated depreciation		(210,580)	(192,285)
Net Property, Plant, and Equipment		<u>561,416</u>	<u>573,935</u>
Other Assets:			
Mortgages receivable		2,337,328	2,537,643
Unamortized mortgage discount		(1,461,708)	(1,583,884)
Net Mortgage Receivable		<u>875,620</u>	<u>953,759</u>
Repairs program receivable		<u>8,903</u>	<u>7,533</u>
Total Non-Current Assets		<u>1,445,939</u>	<u>1,535,227</u>
TOTAL ASSETS		<u><u>\$ 2,799,526</u></u>	<u><u>\$ 2,541,877</u></u>

See accompanying notes and accountant's audit report.



AmeriCorps

September 1, 2022

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

RE: Letter of Reference for Marquette County Habitat for Humanity

The North Central Region of AmeriCorps National Civilian Community Corps (NCCC) is pleased to provide a letter of reference for Marquette County Habitat for Humanity (MCHFH). AmeriCorps NCCC strengthens communities and develops leaders through direct, team-based national and community service. MCHFH and NCCC have partnered together in over ten instances since 2001 to address safe, quality, affordable housing needs throughout Marquette County. Past partnerships have included NCCC teams helping construct new homes as well as supporting MCHFH's Home Repair and Ramp Programs.

We have found Marquette County Habitat for Humanity to be reliable partners and they have upheld the Sponsor Agreements we use for each NCCC team deployment. We are pleased to have another AmeriCorps NCCC team slated to serve with MCHFH this coming fall (2022) to continue addressing housing needs in the community.

If you have any further questions, please feel free to contact me at 202-409-6424.

Yours sincerely,

Robert Levis
Region Director
AmeriCorps NCCC North Central Region



Jacqueline Solomon, Chairperson
Charles Bergdahl, Vice Chairperson
Deborah Pellow, Secretary/Treasurer
Karen Alholm, Member
Crystal Berglund, Member



Anne Giroux, Director
234 W. Baraga Avenue
Marquette, MI 49855
(906)225-8177
fax (906)225-8155

August 30, 2022

City of Marquette
Dennis Stachewicz, Community Development Director
300 W. Baraga Ave.
Marquette, MI 49855

RE: Letter of support for Habitat for Humanity

The Marquette County Land Bank Authority is pleased to provide a letter of support for Marquette County Habitat for Humanity's response to the City's Request for Proposals for housing development at 600 W. Spring Street. The Land Bank has been in a valuable partnership with Habitat since its inception in 2009. The two agencies have partnered on multiple new construction projects as well as rehab projects and have worked together to address attainable/affordable housing issues in Marquette County. Two projects that are worthy of your attention include the duplex built by Habitat at 423/425 W. Spring St. in Marquette, as well as the multiple homes built on Silver/Marble Streets in Ishpeming Township on a Land Bank owned site. I would be happy to answer any questions you may have about our partnership and we feel Habitat is well suited to serve as the developer of this site.

Sincerely,

A handwritten signature in black ink, appearing to read "Anne Giroux".

Anne Giroux



Rural Development

9/2/2022

Gladstone Area Office

2003 Minneapolis Ave
Gladstone, MI
49837

Voice 906.428.1060
Fax 855.647.0826

Dennis Stachewicz, Community Development Director
City of Marquette
300 W. Baraga Ave.
Marquette, MI 49855

Dear Mr. Stachewicz:

This letter is to show our support for Habitat for Humanity. United States Department of Agriculture has been partnering with Marquette County Habitat for Humanity for quite some time. I have worked with Habitat since the start of my employment in 2016 and multiple construction projects were completed prior to my employment. It has been a very positive partnership.

USDA is proud to have partnered in the repair of a Marquette County couple's home in need of a new roof as well as foundation issues. We have assisted Habitat for Humanity in the new construction of homes near Northern Michigan University as well as annually funding homes that Habitat has constructed. It would be very fitting for Marquette County Habitat for Humanity to serve as the developer of this site.

Please let me know if you have any questions that I could answer for you.

Sincerely,

A handwritten signature in blue ink that reads "Shelly Grenier". The signature is written in a cursive, flowing style.

Shelly Grenier
Area Specialist
(906) 428-1060 X3019



Marquette County
Habitat
for Humanity®

600 W SPRING ST

11/30/22



SITE PLAN

1" = 30'-0"



BARRY J. POLZIN

ARCHITECTS

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Marquette County
Habitat
for Humanity®

600 W SPRING ST

11/30/22



BARRY J. POLZIN
ARCHITECTS



Resolution Authorizing Sale of Property

WHEREAS, Marquette County Habitat for Humanity has submitted an offer to purchase real property owned by the City of Marquette (600 W. Spring Street, Parcel 0240012) as outlined in the attached Purchase and Sales Agreement dated December 11, 2023; and,

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

WHEREAS, the City Commission has previously adopted a Resolution of Intent to Sell for the property; and,

WHEREAS, the value of the Parcel has been determined in writing by a State Licensed Real Estate Appraiser; and,

THEREFORE, BE IT RESOLVED, that the City of Marquette hereby authorizes the sale of the subject property.

Adopted this 11th day of December, 2023.

Sally Davis, Mayor

Kyle Whitney, City Clerk

PURCHASE AGREEMENT

This Purchase and Sales Agreement (“**Agreement**”) is made on November 29, 2023, by and between the CITY OF MARQUETTE, a Michigan municipal corporation (the “**City**”), and Marquette County Habitat for Humanity, Inc., a Michigan non-profit corporation of 2354 US 41 South, Marquette, Michigan 49855 (the “**Purchaser**”), collectively referred to as the “**Parties**.”

A. WHEREAS, the Purchaser desires to purchase land in the City of Marquette, County of Marquette and State of Michigan, to wit:

Part of Lot Two (2) of Harlow’s Addition No. 5, (within Section Twenty-Three (23), 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 said Section Twenty-Three (23) and Section Twenty-Two (22); thence N00°52’22”E along the section line common to said sections 526.51 feet to the northerly Right of Way (ROW) of Spring Street, a 66 foot wide public ROW; thence S77°32’10”E along said northerly ROW a distance of 161.50 feet to the point of beginning; thence continuing S77°32’10”E along said northerly ROW a distance of 270.00 feet to the westerly ROW of Seventh Street, a variable width public ROW; thence N12°12’17”E along said westerly ROW a distance of 135.00 feet; thence N77°32’10”W parallel with said northerly ROW a distance of 270.00 feet; thence S12°12’17”W parallel with said westerly ROW a distance of 135.00 feet to the point of beginning. (the “**Land**”)

The above-described parcel contains 0.84 acre, more or less, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

B. WHEREAS, the City desires to sell the Land to Purchaser; and

C. WHEREAS, the City and the Purchaser wish to establish the terms and conditions under which Purchaser will purchase the Land.

THEREFORE, Purchaser agrees to purchase the Land and the City agrees to sell the Land to the Purchaser on the following terms and conditions:

1. **Description of Property.** The Land is described in paragraph A. above.
2. **Closing Date.** Closing shall take place within one hundred twenty (120) days after the date of this Agreement.
3. **Purchase Price.** The purchase price (“Purchase Price”) for the Land is ONE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$123,200.00).

4. **Earnest Money Deposit.** No later than the Effective Date, Purchaser shall deliver to the City a certified check in the amount of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) as an earnest money deposit ("**Deposit**"). The Deposit shall be applied to the Purchase Price at Closing, with the remainder of the Purchase Price paid by Purchaser to Seller in certified funds at Closing.
5. **Conveyance.** At Closing, the City shall execute a Warranty Deed, conveying title to the Land to Purchaser (the "**Deed**").
6. **Title Insurance Commitment and Policy.** Seller shall provide Purchaser with an owner's policy of title insurance regarding the Land from the title company of Seller's choosing no later than 10 days prior to closing. Any existing mortgages or security interests upon the Land shall be paid and discharged by the City prior to or at Closing.
7. **Survey.** Purchaser may, at its sole discretion and expense, obtain a Survey of the Land (the "**Survey**"). The Survey will be certified to Purchaser, the title company (if any), Purchaser's lender (if any), and the City.
8. **Environmental Assessment.** Purchaser may, at its expense, obtain a Phase I Environmental Assessment on the Property. If the Phase I Environmental Assessment reveals that the Land is a "facility", Purchaser shall have the right to prepare and file a Baseline Environmental Assessment with the State of Michigan. In the event Purchaser finds the environmental condition of the Property unsatisfactory, in its sole discretion Purchaser shall have the right to terminate this Agreement by a written notice delivered to the Seller prior to Sale Closing, in which event, this Agreement shall be terminated, the Earnest Money shall be refunded to Purchaser within seven (7) business days, and the parties shall have no further obligations under this Agreement. Purchaser acknowledges that City, as of the date of this Agreement, has no legal obligation to conduct environmental activities related to monitoring, clean up or mitigation on the Land. Purchaser further agrees that if Purchaser proceeds with the Closing, City shall have no legal or financial obligation to conduct any environmental activities related to monitoring, clean up or mitigation on the Land caused by or related to, directly or indirectly, Purchaser's purchase and construction activities on the Land. In the event the City is required to conduct any environmental activities on the Land as a result of Purchaser's purchase or construction activities on the Land, Purchaser shall indemnify City for all expenses related to such activities.
9. **As Is.** Purchaser acknowledges that it is purchasing the Land "as is," and that it has had the opportunity to investigate all aspects of the Land prior to purchasing the Land. Furthermore, Purchaser specifically waives any claims under any statutory or common law theory it may have against the City for any environmental contamination or environmental violations that may be located at, on, or under the Land.
10. **Maintenance of the Property and Possession.** Until Closing, the City shall not take any actions or fail to take any actions which would have a material adverse effect upon the Land.
11. **Divisions pursuant to the Land Division Act.** The City does not convey any divisions pursuant to the Land Division Act to Purchaser, and Purchaser shall have no right to divide the land following Closing.

12. **Representations and Warranties.** As of the date of the execution of this Agreement, the City represents and warrants to Purchaser to the best of the City's knowledge:

12.1 The City has full power and authority to execute this Agreement and perform its obligations under this Agreement;

12.2 The City is the owner of marketable record title in and to the Land, subject to those matters permitted by this Agreement;

12.3 The Land is not subject to any unrecorded encumbrances, easements, boundary disputes, agreements, or other matters not of record, or not disclosed in the Survey (if any) or not disclosed in any exhibit to this Agreement;

12.4 The Land is not subject to any claim of lien or special assessments, and no improvements have been made to the Land within one hundred twenty (120) days prior to the date of this Agreement;

12.5 There are no taxes or assessments which are past due or which have become a lien upon the Land; and

12.6 The City has received no notices of violation of any law, regulation, or ordinance related to the Land.

If prior to Closing, Purchaser shall discover that any of the City's representations and warranties are incorrect, Purchaser, at its option, shall have the right to terminate this Agreement and the Deposit shall be immediately refunded to Purchaser, and the parties shall have no further obligation to each other.

As of the date of the execution of this Agreement, Purchaser represents and warrants to the City to the best of Purchaser's knowledge:

12.7 Purchaser has full power and authority to execute this Agreement, and perform its obligations under this Agreement, and has been authorized to enter into this Agreement;

12.8 Purchaser has no notice of any litigation or administrative action which would affect Purchaser's ability to perform its obligations under this Agreement; and

12.9 Purchaser is financially capable of undertaking and successfully fulfilling Purchaser's obligations with respect to Closing.

If prior to Closing, the City shall discover that any of the Purchaser's representations and warranties are incorrect, City, at its option, shall have the right to terminate this Agreement and the Deposit shall be retained by the City, and the parties shall have no further obligation to each other.

13. **Conditions Precedent.** Unless the following condition is satisfied or waived by

Purchaser on or before the Closing Date, Buyer Purchaser may elect to terminate this agreement, with a refund of the earnest money deposit:

13.1 Purchaser, through Purchaser's sole efforts and expense, shall have obtained all land use and zoning approvals which will permit the Land to be developed per Purchaser's concept plan.

14. **Notice of Violation.** All notices of violation of any law, statute, ordinance, rule, or regulation of any governmental agency having jurisdiction issued to either party prior to the Closing against or affecting the Land shall be sent to the other party and shall be satisfied or complied with by the offending Party prior to Closing.

15. **Closing Documents.** At the time and place of Closing, the parties shall deliver the following documents:

- 15.1 The fully-executed Deed conveying the Land to Purchaser;
- 15.2 Affidavits or other documents as required for the owner's title policy;
- 15.3 The purchase price in certified funds to City; and
- 15.4 Closing statements documenting the financial details of the transaction.

16. **Adjustments, Prorations and Fees.**

16.1 Because the City is exempt from paying real property taxes on the Land, there will be no proration of taxes.

16.2 All taxes and special assessments affecting the Land for improvements to the Land after the date of Closing shall be the responsibility of the Purchaser.

16.3 The City shall pay transfer taxes, unless exempt under state law. The City shall pay for the preparation of the Warranty Deed and its legal expenses.

16.4 Purchaser shall pay any recording fees and closing costs related to the Closing.

17. **The City's Default.** If the City violates any of the terms and conditions contained within this Agreement, Purchaser shall provide written notice to the City of such violation. If the City fails to cure such violation and close within forty-five (45) business days, it shall be in default of this Agreement ("Default"). In the event the City is in Default, the Purchaser shall be entitled to terminate this Agreement, receive a return of the Deposit, and any other remedy provided by law.

18. **Purchaser's Default.** If the Purchaser violates any of the terms and conditions contained within this Agreement, City shall provide written notice to the Purchaser of such violation. If the Purchaser fails to cure such violation and close within forty-five (45) business

days, it shall be in Default. In the event the Purchaser is in Default, the City shall be entitled to terminate this Agreement, retain the Deposit, and any other remedy provided by law.

19. **Real Estate Brokers.** The City and Purchaser represent to each other that there is no broker involved in this transaction.

20. **Condemnation.** If prior to Closing, any authority having the right of eminent domain shall commence legal actions for the temporary or permanent taking or acquiring of any part of the Land, the City shall immediately give written notice to Purchaser, and Purchaser, at its option, shall be entitled to either: (i) terminate this Agreement upon written notice to the City, in which case the Deposit shall be returned to Purchaser, the Agreement shall terminate, and the parties shall have no further obligations to each other; or (ii) proceed to close the transaction and take an assignment of all rights under the condemnation.

21. **Compliance with Laws.** Purchaser shall comply with all applicable laws, ordinances, and regulations of the City and any other governmental entity having jurisdiction over the Land.

22. **Miscellaneous.**

22.1 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any way, then all the remaining provisions of the Agreement shall remain in full force and effect to the extent permitted by law.

22.2 **Written Notice.** All requirements for notice contained in this Agreement shall be deemed to require notice in writing sent to the appropriate party and counsel for the parties at the following addresses by hand delivery or facsimile followed by mail, with service being effective upon delivery or sending.

To the City: Karen Kovacs, Marquette City Manager
300 W. Baraga Avenue
Marquette, MI 49855

With a copy to: Suzanne Larsen, City Attorney
300 W. Baraga Ave.
Marquette, MI 49855

To Purchaser: Marquette County Habitat for Humanity, Inc.
c/o Deanna Johnson, Registered Agent
2354 US 41 South
Marquette, MI 49855

22.3 **Binding Effect.** This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.

22.4 **Construction.** This Agreement shall be construed in accordance with the laws of the State of Michigan.

22.5 Integration. This Agreement constitutes the entire agreement of the parties with respect to the transaction contemplated herein and supersedes all prior understandings or agreements between the parties. There are no promises, conditions, agreements, undertakings, warranties or representations, oral or written, express or implied, with respect to the Land other than as set forth in this Agreement. This Agreement may be modified only by a writing signed by all of the parties or their respective successors in interest.

22.6 Time is of the Essence. Time shall be of the essence in this Agreement.

22.7 Survival. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive Closing.

22.8 Execution in Counterparts. This Agreement may be executed in counterparts and such counterparts taken together shall be construed as an original.

22.9 Day of Completion. If a day for the performance of an event under this Agreement occurs on a weekend or on a holiday on which normal business is not transacted, the day for performance shall be delayed until the next weekday which is not a weekend or a holiday.

22.10 Effective Date. The Effective Date is the date on which the last of the parties executes this Agreement.

22.11 Waiver of Violation. Failure by a party to object to a violation of the terms of this Agreement shall not be a waiver of any continuing or subsequent violation.

SELLER
CITY OF MARQUETTE

Date: _____

By: Sally Davis
Its: Mayor

Date: _____

By: Kyle Whitney
Its: Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

PURCHASER
MARQUETTE COUNTY HABITAT
FOR HUMANITY, INC.

Date: 11/29/23

By: 
Its: President

Date: 11/29/2023

By: 
Its: Executive Director

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 12/11/2023

New Business **BLP Board Member Appointment**

BACKGROUND:

A Board of Light and Power vacancy was created, effective November 12, following the resignation of then-member Paul Schloegel. The term for the now-vacant seat on the BLP extends until November 2024.

Under the provisions of the Marquette City Charter (Sec. 6-5), the City Commission has 60 days in which to fill this vacancy via appointment. The Commission voted unanimously on November 13 to accept applications from all interested parties and to consider the applications and appoint a new BLP member at tonight's meeting.

The application was made available on the City website and was also available for pickup at the City Clerk's Office and at the Marquette Police Department. Applications were accepted from November 14 until 4 p.m. on November 27. In that time, the City Clerk received one application for the position, from Gerald Irby.

The attached application has been reviewed and staff has verified that Mr. Irby meets all eligibility requirements stipulated by the City Charter.

Separately, the remaining members of the Board of Light and Power discussed this topic at that board's November 28 meeting and recommended that the City Commission appoint Gerald Irby to the vacant seat.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Appoint Gerald Irby to fill the vacancy on the Marquette Board of Light and Power, effective immediately.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Irby Application
- ▢ BLP Memo

City of Marquette Board of Light and Power Application

Please use this form to express your interest in serving on the Marquette Board of Light and Power. Completed applications are public documents and are subject to the Michigan Freedom of Information Act.

Applicant Name as it Appears on License

First

Gerald

Middle

Lee

Last

Irby

Suffix

Driver's License Number:

Redacted

Home Address

Street Address

Redacted

Address Line 2

City

Marquette

Home Phone

Redacted

Email

Redacted

Occupation

Retired

Business Name

n/a

Business Phone

n/a

Business Address

n/a

Street Address

n/a

Address Line 2

City

Are you a registered voter in the City of Marquette?

yes

Have you been a City resident for at least 12 months?

yes

Are you currently in default to the City of Marquette?

no

Are you related to any elected City Commissioner or member of the BLP (including by marriage)?

no

Do you have any pending litigation against the City?

no

Are you currently serving or have you served on any City board or committee?

yes

Please describe your education/credentials:

Some College - NMU

What are your professional activities that relate to the BLP?

none

What community activities are you involved in that relate to the BLP?

none

What talents or experience would you bring to the BLP?

Former Financial Planner

Any other comments or information you wish to provide to the City Commissioners and members of the BLP?

Hopeful to serve the BLP and
Citizens of Marquette —

Please provide a statement on why you are interested in serving on the BLP *

Very interested in being involved
in the planning process and supporting
staff in completing the South Loop —

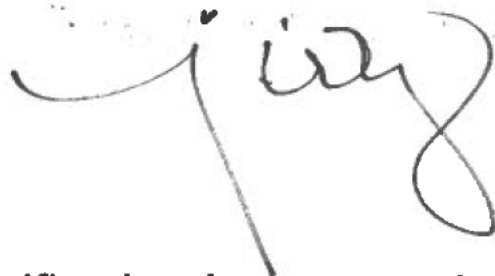
Please limit your statement to 500 words.

Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member of the BLP? no

Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings?

yes

Signature

A handwritten signature in black ink, appearing to be "J. Wang", written over a horizontal line.

Signature certifies that there are no misrepresentations, omissions or falsifications on this application and by signing this application consent is given to the City to conduct a background check to verify the information provided.

Application Date

11/16-2023



BOARD OF LIGHT AND POWER

CITY OF MARQUETTE
2200 WRIGHT STREET
MARQUETTE, MI 49855-1398

PHONE 906-228-0311
FAX 906-228-0329

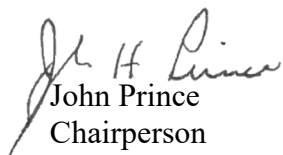
Thomas R. Carpenter
Executive Director

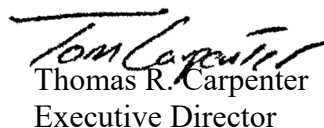
November 29th, 2023

Marquette City Commission
City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855

At the November 28th, 2023 Marquette Board of Light & Power Board Meeting, the Board Members made a motion and unanimously voted to recommend Gerald Irby for the open position on the Marquette Board of Light & Power Board.

Sincerely,


John Prince
Chairperson


Thomas R. Carpenter
Executive Director



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 12/11/2023

New Business

Resolution to Establish Polling Locations - Roll Call Vote

BACKGROUND:

In November, Michigan Governor Gretchen Whitmer signed Public Act 227 of 2023, which amended state election law (MCL 168.661) to limit the number of registered voters residing in a single election precinct to 4,999. Prior to this, the limit was set at 2,999.

The City's Election Board on Dec. 4 adopted a resolution amending the boundaries of Marquette's election precincts. This boundary change, which took immediate effect, lowered the number of precincts in the City from seven to four, and staff anticipates this shift will reduce the overall cost of elections by decreasing the need for supplies and equipment and by providing additional flexibility relative to staffing and the siting of polling locations.

Per state law (MCL 168.662), "The legislative body in each municipality shall provide a suitable polling place for each precinct located in the municipality for use on election day". In response to this new precinct alignment, staff is recommending the City Commission officially identify the polling locations to be utilized by City voters moving forward. Under the proposed precinct alignment, voters from Precincts 1 and 2 would vote in the Baraga Gym and voters from Precincts 3 and 4 would vote at the YMCA.

The proposed alignment means that voters who were previously assigned to the polling location in the City's Municipal Service Center (13 percent of the registered voters) will be assigned to the polling location in the YMCA.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt the Resolution establishing polling locations for the City of Marquette's election precincts.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Polling Location Resolution
- ▣ EB Resolution

- ▢ Previous Precinct Map
- ▢ New Precinct Map



Resolution Approving Election Precincts Polling Locations

WHEREAS, the Marquette City Election Board at a special meeting held on December 4, 2023 took action to establish four city election precincts, effective immediately; and

WHEREAS, staff estimates this shift will result in a need for two Election Day polling locations, rather than the three previously used; and

WHEREAS, a review of voter registration data, local voter habits and past practice regarding the siting of polling locations resulted in a determination that the City would be able to provide the most accessible and equitable experience to City voters by establishing two polling locations at the YMCA and the Marquette City Hall; and

WHEREAS, MCL 168.662(1) states, “*The legislative body in each city and township shall designate and prescribe the place or places of holding an election for a city, village, or township election*”;

NOW THEREFORE BE IT RESOLVED, by the City Commission for the City of Marquette that the following polling locations be adopted for all elections in the City of Marquette, until further modified:

- Precincts 1 and 2: Marquette City Hall, 300 W. Baraga Avenue
- Precincts 3 and 4: David and Thu Brule YMCA of Marquette County, 1420 Pine Street

This resolution will take immediate effect.

Duly adopted by the Marquette City Commission on December 11, 2023.

Sally Davis, Mayor

Certified to be a true copy on December 11, 2023.

Kyle Whitney, City Clerk



Resolution Consolidating Election Precincts

WHEREAS, MCL168.661 allows for up to 4,999 registered voters to reside in a single precinct; and

WHEREAS, MCL 168.661 provides for the City Election Board to establish precinct boundaries by resolution; and

WHEREAS, fewer election precincts in the City of Marquette will reduce election day staffing needs, reduce election equipment needed, reduce the number of polling locations and reduce other associated election costs;

NOW THEREFORE BE IT RESOLVED, by the Election Board of the City of Marquette that the following Precinct Boundaries be adopted for all elections following November 7, 2023, until further modified:

Precinct 1:

Beginning at the intersection of M-553 and the city limits, then north on M-553 to Division Street, then north on Division Street to Pioneer Road, then west on Pioneer Road to Altamont Street, then north on Altamont Street and Altamont Street extended to Washington Street, then west on Washington Street to McClellan Avenue, then north on McClellan Avenue to Fair Avenue, then east on Fair Avenue to Lincoln Avenue, then north on Lincoln Avenue to Wright Street, then west on Wright Street to East Avenue which is also the west city limits, then south on the city limits to Bancroft Street, then west on Bancroft Street to the city limits, then south, west and east on the city limits to the point of beginning.

Precinct 2:

Beginning at the intersection of M-553 and the city limits, then north on M-553 to Division Street, then north on Division Street to Pioneer Road, then west on Pioneer Road to Altamont Street, then north on Altamont Street and Altamont Street extended to Washington Street, then east on Washington Street to Fourth Street, then south on Fourth Street to Fisher Street, then east on Fisher Street to Front Street, then south on Front Street to the US - 41 trunk line, then east on US - 41 extended along the southernmost wall of The Landing Condominiums to the shoreline of Lake Superior, then south along the shoreline of Lake Superior to the south city limits, then west on the city limits to the point of beginning.

Precinct 3:

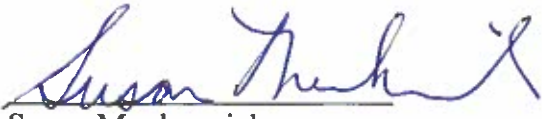
Beginning at the intersection of Washington Street and McClellan Avenue, then north on McClellan Avenue to Fair Avenue, then east on Fair Avenue to Seventh Street, then south on Seventh Street to Kaye Avenue, then east on Kaye Avenue extended and Kaye Avenue to Presque Isle Avenue, then north on Presque Isle Avenue to Fair Avenue, then east on Fair Avenue to Front Street, then south on Front Street to Arch Street, then east on Arch Street to High Street, then south on High Street to Ridge Street, then east on Ridge Street and Ridge Street extended to the shoreline of Lake Superior, then south on the shoreline of Lake Superior to US-41 extended, then west on US-41 extended along the southernmost wall of The Landing Condominiums to the US-41 trunk line, then north on Front Street to Fisher Street, then west on Fisher Street to Fourth Street, then north on Fourth Street to Washington Street, then west on Washington Street to the point of beginning.

Precinct 4:

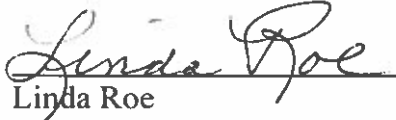
Beginning at the intersection of Lincoln Avenue and Wright Street, then west on Wright Street to East Avenue which is also the city limits, then west, north, and east on the city limits to the shoreline of Lake Superior, then east, north, south and west on the shoreline of Lake Superior to Ridge Street extended, then west on Ridge Street extended and Ridge Street to High Street, then north on High Street to Arch Street, then west on Arch Street to Front Street, then north on Front Street to Fair Avenue, then west on Fair Avenue to Presque Isle Avenue, then south on Presque Isle Avenue to Kaye Avenue, then west on Kaye Avenue and Kaye Avenue extended to Seventh Street, then north on Seventh Street to Fair Avenue, then west on Fair Avenue to Lincoln Avenue, then north on Lincoln Avenue to the point of beginning.

This resolution will take immediate effect.

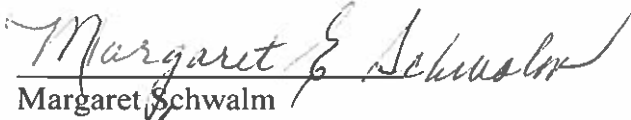
Duly adopted by the Marquette City Election Board on December 4, 2023.



Susan Menhennick



Linda Roe



Margaret Schwalm



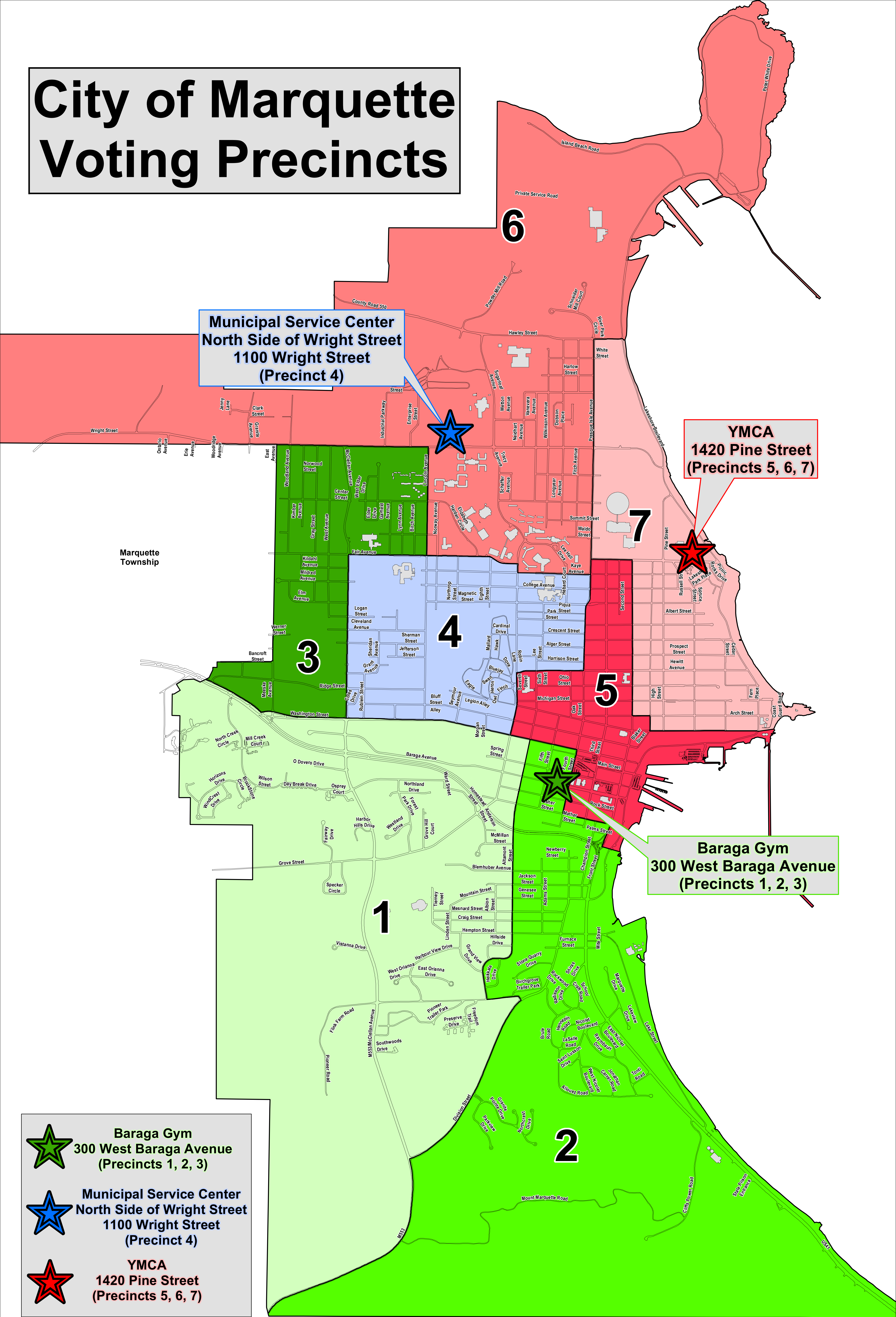
Kyle Whitney

Absent: Judy Berglund

Certified to be a true copy on December 4, 2023.


Rachel Quayle, Deputy City Clerk

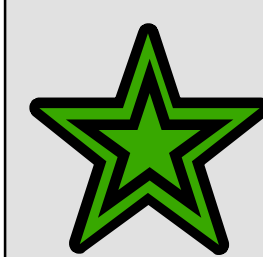
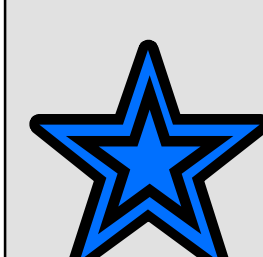
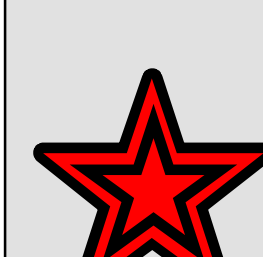
City of Marquette Voting Precincts



Municipal Service Center
North Side of Wright Street
1100 Wright Street
(Precinct 4)

YMCA
1420 Pine Street
(Precincts 5, 6, 7)

Baraga Gym
300 West Baraga Avenue
(Precincts 1, 2, 3)

-  **Baraga Gym**
300 West Baraga Avenue
(Precincts 1, 2, 3)
-  **Municipal Service Center**
North Side of Wright Street
1100 Wright Street
(Precinct 4)
-  **YMCA**
1420 Pine Street
(Precincts 5, 6, 7)

City of Marquette Voting Precincts

