# City of Marquette, MI

## Meeting Agenda
## City Commission

**Monday, December 12, 2022**
**6:00 PM**
**Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

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**Call to Order, Pledge of Allegiance and Roll Call**

**Approval of the Agenda**

**Announcements**

**Boards and Committees**

**1.** Appointment(s)

George Patrick, Marquette Area Wastewater Treatment Advisory Board, for an unexpired term ending 06-01-25
Kevin Clegg, Planning Commission, for an unexpired term ending 02-15-23 and term ending 02-15-26
Margaret Rayner, Planning Commission, for an unexpired term ending 02-15-25
Nathan Williams, Planning Commission appointment to the Board of Zoning Appeals, for an unexpired term ending 02-15-23 and term ending 02-15-24
Nina van den Ende, Presque Isle Park Advisory Committee, for an unexpired term ending 04-01-24
Hannah Milkie, Public Art Commission for an unexpired term ending 02-26-25
Lance Larson, Public Art Commission, for an unexpired term ending 02-26-24
Richard Johnson, Traffic-Parking Advisory Committee, for an unexpired term ending 05-30-23
Barbara Owdziej, Marquette County Transit Authority, for a term ending 12-31-25

**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

**Public Hearing(s)**

**3.** Rezoning Parcel of NMU Owned Property at 1000 Wright Street - Roll Call Vote

**4. Consent Agenda - Roll Call Vote**

**4.a.** Approve the minutes of the November 28, 2022 regular Commission meeting

**4.b.** Approve the total bills payable in the amount of $1,336,984.93

**4.c.** Blight Self Certification

**4.d.** DNR Spark Grant Application - Roll Call Vote

**4.e.** Publication and Communication Ordinance Review

**4.f.** Marquette Figure Skating Club - Storage Lease Agreement

**4.g.** Marquette Junior Hockey Corporation - Concession Lease Agreement

**4.h.** Schedule Public Hearing- Marquette Township PA 425 Agreement

**4.i.** Noquemanon Ski Marathon Trail Access Permit

**4.j.** Superior Watershed Partnership - Lease

**4.k.** Xerox Lease Renewal

**New Business**

**5.** Police Labor Union Wages

**6.** Notice of Intent Resolution - Fiscal Year 2023 Solids Handling Improvement CWSRF Bonds - Roll Call Vote

**7.** Request to Purchase City-owned Property - 600 W. Spring Street - 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:** 12/12/2022

# Public Hearing(s)
# Rezoning Parcel of NMU Owned Property at 1000 Wright Street - Roll Call Vote

## BACKGROUND:

The Planning Commission held a public hearing on November 1, 2022 to consider rezoning a 0.22-acre parcel of land that is owned by Northern Michigan University (NMU) and is adjacent to the Public Safety and Facilities building at 1000 Wright Street. This parcel was part of the trade to assemble land for the Municipal Service Center, was previously City property and is still zoned as a Municipal zoning district. During the update of the Municipal Property Inventory earlier this year, the Community Development department discovered this parcel needed to be rezoned to Civic since it is owned by NMU and is requesting this zoning amendment.

The Planning Commission, after conducting a public hearing made the following motion:

*It was moved by S. Mittlefehldt, seconded by N. Williams, and carried 5-0 that after conducting a public hearing and review of the application and Staff Report for 06-REZ-11-22, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 06-REZ-11-22 as presented.*

Under the procedures of section 54.1405 of the Land Development Code, the City Commission, upon recommendation from the Planning Commission, has scheduled this public hearing to consider rezoning the parcel as part of the Civic zoning district.

## FISCAL EFFECT:

None.

## RECOMMENDATION:

Following the Public Hearing, adopt Ordinance 717, rezoning the .22-acre parcel as Civic in accordance with Section 54.1405 of the Land Development Code.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Staff File Report 06-REZ-11-22

- Description Sketch
- Ordinance 717

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

# MEMORANDUM

**TO:** Planning Commission
**FROM:** Andrea Landers, Zoning Official
**DATE:** October 21, 2022
**SUBJECT:** **06-REZ-11-22 – 1000 Wright St. - 0.22 Acres (PIN: 0510885)**

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The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to property located at 1000 Wright Street which is zoned **Municipal (M)** to be zoned **Civic (C)**. The City of Marquette sold this property to Northern Michigan University, so it is no longer city-owned, and the zoning designation needs to change to reflect the new owner.

Please see the attached Staff Report for more specific information regarding the application.

**RECOMMENDED ACTION:**

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

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

> *After conducting a public hearing and review of the application and Staff Report for 06-REZ-11-22, the Planning Commission finds that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 06-REZ-11-22 (as presented / for the following reasons / with the following conditions).*

# STAFF FILE REPORT/ANALYSIS

**Completed by Andrea Landers – Zoning Official**
**Reviewed by David Stensaas – City Planner and Zoning Administrator**

| | |
|---|---|
| **Case #:** | 06-REZ-11-22 |
| **Date:** | October 21, 2022 |
| **Project/Application:** | Rezoning request from **Municipal (M)** to be zoned **Civic (C)**. |
| **Location and Parcel ID:** | 1000 Wright Street – PIN: 0510885 |
| **Available Utilities:** | This parcel is landlocked and surrounded by Northern Michigan University parcels that front Sugar Loaf Avenue and Wright Street. Those parcels have available utilities. |
| **Year Built:** | Vacant land. |
| **Current Zoning:** | M- Municipal |
| **Surrounding Zoning:** | North: C – Civic<br>South: M – Municipal<br>East: C – Civic<br>West: C – Civic & M – Municipal |

**Zoning Districts and Standards:**

## Current Zoning

### Section 54.315 M, Municipal District

| (A) Intent |
|---|
| The intent of the Municipal district is to permit flexible development and approval standards for properties used by the City of Marquette. Because this district applies to City-owned properties, the permitted uses are specific to City use or use generally permitted on City property. |

| (B) Permitted Principal Uses | (C) Special Land Uses |
|---|---|
| • Accessory Building or Structure<br>• Agriculture-Like Operation, including Forestry<br>• Cemetery<br>• Farmers' Markets<br>• Food Production, Minor<br>• Indoor Recreation<br>• Office, Professional<br>• Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use)<br>• Outdoor Recreation<br>• Public or Governmental Building<br>• Recreational Use, Public<br>• School, Primary or Secondary<br>• School, University<br>• Storage, Open<br>• Wireless Telecommunications Facilities | • Accessory Use, Non-Single Family Residential Lots<br>• Port Facilities and Docks<br>• Recycling Collection and Transfer Stations<br>• Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway. |
| Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail. | |

| (D) Dimensional Regulations | | | |
|---|---|---|---|
| ***Lot, Coverage, and Building Height Standards*** | | ***Minimum Setbacks*** | |
| *Min. Lot Area (sq. ft.)* | None | *Front Yard (ft.)* | None |
| *Min. Lot Width (ft.)* | None | *Side Yard (one) (ft.)* | None |
| *Max. Impervious Surface Coverage (%)* | *(S)* | *Side Yard (total of 2) (ft.)* | None |
| *Max. Building Height of Primary Building (ft.) (P)* | None | *Rear Yard (ft.)* | None |
| *Max. Building Height of Accessory Building* | None | | |
| *Max. Building Height (stories)* | - | | |
| Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail. | | | |

## Footnotes to Schedule of Regulations

**(P) Height Exemptions.** There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use.

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

## Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

(1) Intent. It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

(2) Buffer and Greenbelt Schedule. On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

## Figure 50 - Required Buffer and Greenbelt Specifications:

| DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED | ABUTTING DISTRICT | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | LDR & MDR | MFR | MHP | M-U | CBD | GC & RC | C, M, & CR | I-M & BLP |
| C, M, and CR | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |

# Proposed Zoning

## Section 54.316 C, Civic District

| (A) Intent |
|---|
| The intent of the Civic district is to permit flexible development and approval standards for properties used by non-City public institutions, including Marquette County, the State of Michigan, Northern Michigan University and other public education institutions, U.S. Coast Guard and other Federal agencies. |

| (B) Permitted Principal Uses | (C) Special Land Uses |
|---|---|
| • Accessory Building or Structure<br>• Agriculture-Like Operation, including Forestry<br>• Cemetery<br>• Farmers' Markets<br>• Food Production, Minor<br>• Indoor Recreation<br>• Office, Professional<br>• Outdoor Entertainment and Community Events (Principal, Temporary, or Accessory Use)<br>• Outdoor Recreation<br>• Public or Governmental Building<br>• Recreational Use, Public<br>• School, Primary or Secondary<br>• School, University<br>• Storage, Open<br>• Wireless Telecommunications Facilities | • Accessory Use, Non-Single Family Residential Lots<br>• Port Facilities and Docks<br>• Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway. |
| Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail. | |

| (D) Dimensional Regulations | | | |
|---|---|---|---|
| ***Lot, Coverage, and Building Height Standards*** | | ***Minimum Setbacks*** | |
| *Min. Lot Area (sq. ft.)* | None | *Front Yard (ft.)* | None |
| *Min. Lot Width (ft.)* | None | *Side Yard (one) (ft.)* | 5 |
| *Max. Impervious Surface Coverage (%)* | (S) | *Side Yard (total of 2) (ft.)* | 10 |
| *Max. Building Height of Primary Building (ft.)(P)* | 60 | *Rear Yard (ft.)* | 20 |
| *Max. Building Height of Accessory Building* | 24 | | |
| *Max. Building Height (stories)* | - | | |
| Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail. | | | |

## 54.403 Footnotes to Schedule of Regulations

**(P) Height Exemptions.** There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use

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

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

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

## Section 54.1405 Zoning Ordinance Amendment Procedures

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

**The City is initiating the rezoning due to the City selling the property to Northern Michigan University, since it is no longer City-owned it should not remain Municipal Zoning.**

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

**The city is requesting this rezoning.**

(C) Amendment Review Procedures.

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

**The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, November 1, 2022.**

(2) Planning Commission Consideration of the Proposed Amendment. The Planning Commission shall review the proposed amendment, together with

any reports and recommendations from staff, consultants, other reviewing agencies, and any public comments. The Planning Commission shall identify and evaluate all factors relevant to the petition, including the appropriate criteria listed in this Section. Following the public hearing, the Planning Commission shall make a recommendation to the City Commission to either approve or deny the petition and report its findings to the City Commission.

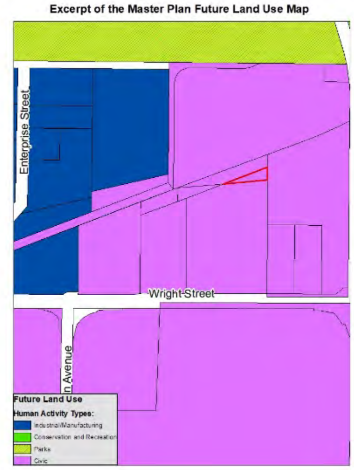
**The Planning Commission is being asked to make a recommendation at their meeting on November 1, 2022.**

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

**TBD.**

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

Excerpt of the Master Plan Future Land Use Map




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

**This property is designated for *Civic* on the *Future Land Use Map* of the Community Master Plan (CMP) and are designated as *Municipal* on the *Proposed Zoning Map.* These designations were adopted with the 2015 amendments to the CMP after careful consideration, and they remained unchanged as of the December 2018 update to the CMP. See p.3-12 of the CMP for description of the designation for Civic as a land use category.**

**Please see pp.3-30, 3-31, 3-32 of the Community Master Plan (CMP), specifically the section titled "*Using the Master Plan for Zoning Ordinance Amendment Review*" and Figure 3-5 "*Decision Tree for***

***Planning Commission Review of a Proposed Rezoning*.” The Planning Commission must review these portions of the CMP and all other supporting information, this report in particular, and the attachment titled Rezoning Considerations for Planning Commissions, and hold a public hearing for community input prior to making a determination of whether to recommend approval or the request as presented or not.**

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

**Please see above - "Zoning District and Standards".**

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

**This property does not have a public street frontage; however, it is contiguous to another NMU owned property which fronts Wright Street. This portion of Wright Street and Sugarloaf Avenue are classified as “Urban Minor Arterial” per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are high.**

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

**There are no problems anticipated.**

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

**There was no error in the Zoning Ordinance, however, conditions have changes since the Land Development Code was adopted. The City sold this property to Northern Michigan University (NMU), so it should no longer be Municipal as it is not city-owned, and all of NMU properties are zoned Civic.**

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

**The proposal will not result in exclusionary zoning.**

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

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

(8) Potential Land Uses and Impacts. If a rezoning is requested, compatibility

of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

**The proposed rezoning would be compatible with surrounding uses and zoning.**

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

**This property does not have a public street frontage; however, it is contiguous to another NMU owned property which fronts Wright Street and Sugarloaf Ave and is zoned Civic. NMU is exempt from local zoning so they would not have to meet any dimensional regulations.**

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

**All of NMU owned properties are zoned Civic.**

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

**The existing Municipal Zoning District is for City-owned properties, so amending the list would not be the appropriate approach.**

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

**This property does not have a public street frontage; however, it is contiguous to another NMU owned property which fronts Wright Street and Sugarloaf Ave and is zoned Civic.**

(E) Notice of Adoption of Amendment. Following adoption of an amendment by the City Commission, one (1) notice of adoption shall be filed with the City Clerk and one (1) notice shall be published in a newspaper of general circulation in the City within fifteen (15) days after adoption, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended. Amendments shall take effect eight (8) days after publication. A record of all amendments shall be maintained by the City Clerk. A Zoning Map shall be maintained by the City Clerk or his/her designee, which shall identify all map amendments.

The required notice of adoption shall include all of the following information:

(1) In the case of a newly adopted Zoning Ordinance, the following statement: "A zoning ordinance regulating the development and use of land has been adopted by the City of Marquette."
(2) In the case of an amendment(s) to the existing Zoning Ordinance, either a summary of the regulatory effect of the amendment(s), including the geographic area affected, or the text of the amendment(s).
(3) The effective date of the ordinance or amendment.

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

(H) Rezoning (Zoning Map Amendment) with Conditions. Pursuant to MCL 125.3405, the City Commission, following a public hearing and recommendation by the Planning Commission, may approve a petition for a rezoning with conditions requested by a property owner. The standards of this section shall grant a property owner the option of proposing conditions for the development and use of property in conjunction with an application for rezoning. Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.

**This section is not applicable, as this is not a rezoning with conditions request.**

## Additional Comments:

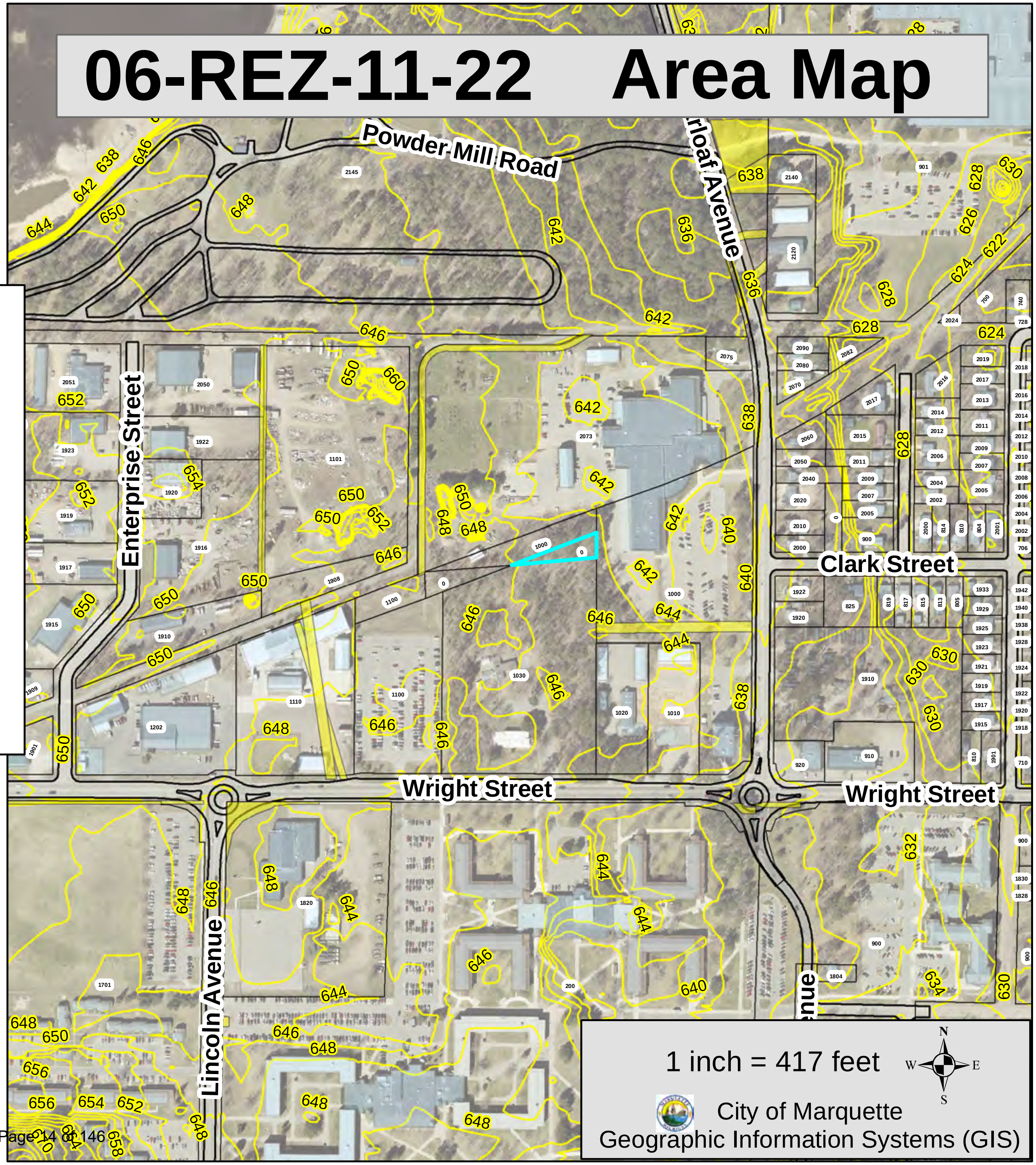
The Planning Commission should consider the request, and the information provided in this analysis, hold a public hearing, and provide a recommendation to the City Commission.

### Attachments:

1. Area Map
2. Block Map
3. Area Zoning Map
4. Future Land Use Map from the Master Plan
5. Proposed Zoning Map from the Master Plan
6. Photos of the parcels
7. Publication Notice
8. *Rezoning Information for Planning Commissions* document
9. *Spot Zoning Considerations*
10. *Decision Tree from the Master Plan*

# 06-REZ-11-22 Area Map

**2019 Imagery Indicating the Current Site Conditions and Surrounding Structures**

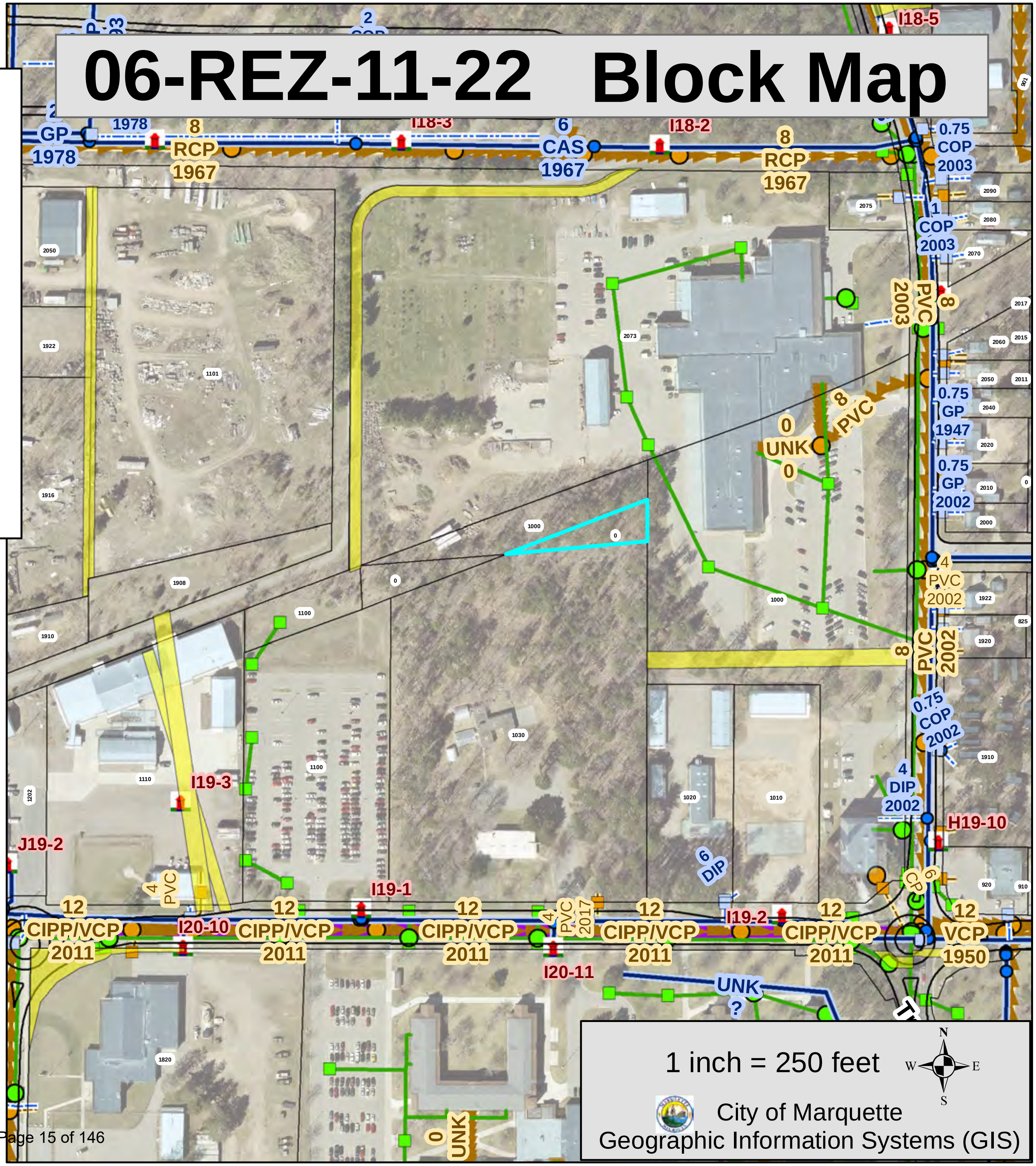




LEGEND

- Easements_Update
- Parcels_Address Number Labels
- Building FootPrints
- Street Labels
- Streets
- Contours2FT_From_2002

## 2019 Imagery Indicating the Current Site Conditions and Surrounding Structures

# 06-REZ-11-22 Block Map




LEGEND

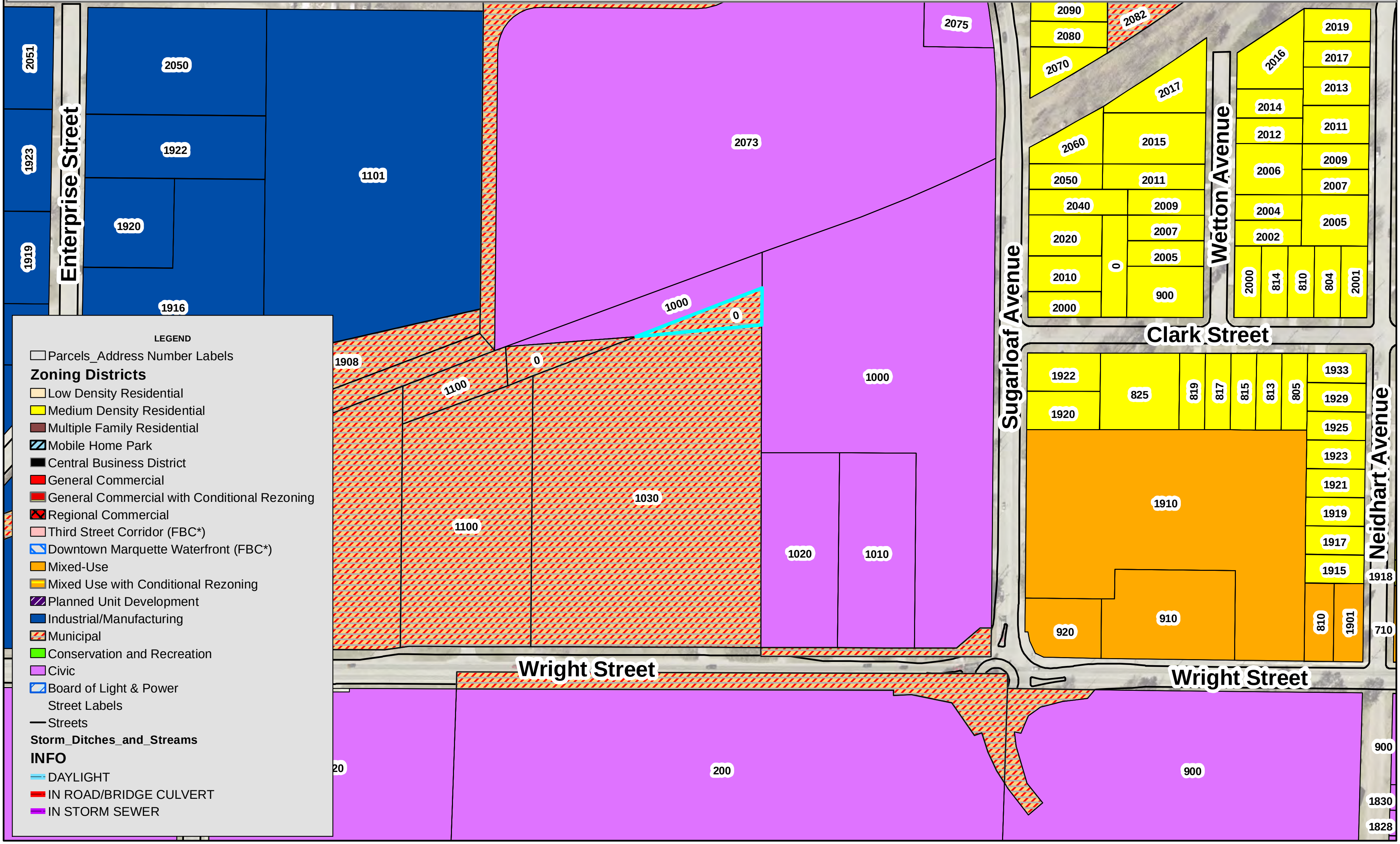
- Easements_Update
- Parcels_Address Number Labels
- Building FootPrints
- Street Labels
- Streets
- Fire Hydrants
- WaterShutOff
- Water Valves & Gates
- Water Lateral Lines
- Watermains
- Water Structures
- Storm Manholes
- Storm Catch Basins
- Storm Pipes
- Sewer_Lift_Stations
- SewerCleanOuts
- Sewer System Valves
- Sewer Manholes

**San Flow Direction**

**FLOW_DIR**

- EAST
- NORTH
- SOUTH
- WEST
- Sewer Lateral Lines
- Sewer Pressurized Mains
- Sew Not Slip Lined
- Sew Slip Lined

# Existing Zoning Map - Parcel Outlined in Blue Proposed to be Rezoned to Civic since it is owned by NMU




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

N
W E
S

1 inch = 255 feet

# MARQUETTE COMMUNITY MASTER PLAN

## *Future Land Use Map*

MARQUETTE COMMUNITY MASTER PLAN

# *Proposed Zoning Map*


10/21/2022 12:48


10/21/2022 12:48

# Region

Lewandowski is requesting materials related to food, clothing and hygiene for the dog. Donors Choose is among the most trusted classroom funding sites for teachers.

"The specific project is to continue the sustainability of the school's therapy dog program at our school and to provide more tools for Paavo and our students for his next pair.

"We started a Donors Choose Fundraiser to fundraise for some of his needs this fall - grooming supplies, toys, treats, boots, etc," said Lewandowski. For more information or to donate please visit the link: https://www.donorschoose.org and search for Mrs. Lewandowski of Jeffers Junior/Senior high.

The Public Accuracy Test is conducted to demonstrate that the computer program used to tabulate the votes cast at the election meets the requirements of law and will be accurately counted for all offices and on all proposals.

IF YOU HAVE A DISABILITY AND REQUIRE ASSISTANCE TO PARTICIPATE, PLEASE PROVIDE ADVANCE NOTICE.

Amy Richmond
MathiasTownship Clerk
906-446-3226

Volume 136, No. 238

THE MINING Journal

228-2500

Serving the Lake Superior Region since 1846

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Audit Bureau of Circulations
Associated Press

Marquette Office:
249 W. Washington, Marquette – (906) 228-2500



The Mining Journal, USPS 351-020, ISSN 0898-4984, is published daily Monday through Saturday, except Federal holidays by The Mining Journal at 249 W. Washington Street, Marquette, Michigan 49855, and is especially devoted to Upper Peninsula interests. Periodical postage paid at Marquette, Michigan. "Postmaster: Send address changes to The Mining Journal, P.O. Box 430, Marquette, MI 49855



THE DISTRICT COURT IS AN EQUAL OPPORTUNITY EMPLOYER.

**PUBLIC HEARING NOTICE**
**MARQUETTE CITY PLANNING COMMISSION**

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing for the following:

**05-SUP-11-22 – 808 & 900 S. Lakeshore Blvd. (PIN: 0510588 & 0510589):** Marquette Opportunity LLC is seeking a Special Land Use permit for a Hotel Use that will be an addition to an existing hotel to be located at 808 & 900 S. Lakeshore Boulevard.

**06-REZ-11-22 – 1000 Wright St. - 0.22 Acres (PIN: 0510885):** The City of Marquette is requesting to the property located at 1000 Wright Street which is zoned **Municipal (M)** to be zoned Civic (C). The City of Marquette sold this property to Northern Michigan University, so it is no longer city-owned, and the zoning designation needs to change to reflect the new owner.

The Marquette City Planning Commission will hold a public hearing to consider the possible partial revocation of a previously approved Special Land Use:
**01-SUP-04-21 – 2090 US HWY S 41 (PIN: 0516410):** *Derek Parker was approved for a Special Land Use permit for a Hotel/Motel Use to bring the existing legal non-conforming Hotel/Motel into a conforming use and to also include the existing single-family residence to be a hotel/motel use, and a Special Land Use Permit for Outdoor Entertainment and Community Events as a Principal Use to be located at 2090 US HWY S 41.* The conditions have changed due to the property owner completing a land division (boundary line change) and that a portion of the previous 2090 S HWY S 41 was sold to a new owner. The property that now contains the house structure and the land that was proposed for Outdoor Entertainment and Community Events as a Principal Use has a new parcel number of 0516411.

The public hearing for these requests will be at 6:00 P.M. on Tuesday, **November 1, 2022**, in the Commission Chambers at City Hall located at 300 W. Baraga Ave. If you wish to comment on this matter, you may do so at that time. Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail **alanders@marquettemi.gov**. Written submissions will be accepted until 12:00 p.m. on November 1, 2022.

Materials pertaining to the requests are available for review at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday. Otherwise, you can request to have the materials e-mailed to you by e-mailing **alanders@marquettemi.gov**. You can also view the Land Development Code on our website at **www.marquettemi.gov**. If you have a disability and require assistance to participate, please provide advance notice.

Andrea M. Landers
Zoning Official
alanders@marquettemi.gov
225-8383

## Rezoning

- The <u>main question</u> that must be answered when considering a rezoning is: *"Is that an appropriate location for that zone?"*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific land use is proposed then an additional question must also be answered: *"Are the uses permitted in the existing zone reasonable?"*
- Failing to follow notice requirements may result in a Court invalidating the amendment.

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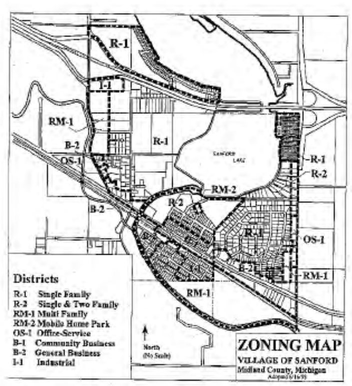
## Rezoning Factors to Consider

<u>RE: Question One</u> (previous page)

- Would rezoning be consistent with other zones and land uses in the area?
- Is the proposed rezoning consistent with the trend of development in that area?
- Are uses in the proposed zone equally or better suited to the area than the current uses?
- Is the proposed rezoning consistent with both the policies and uses proposed for that area in the master plan?




21

# Rezoning Factors to Consider

RE: Question Two (previous page)

- Is the proposed use compatible with uses in the existing district? If so, would it be more appropriate to amend the text of the ordinance to add the proposed use to the existing district as a use permitted by right, or by special permit, or by planned unit development than to rezone?
- Is another district, different than the one requested, more appropriate in this location?

22

# SPOT ZONING

Characteristics

- Typically a single parcel zoned for uses that are quite dissimilar from the zoning of lands around it.
- Typically small in area.
- Typically grants a right to use land that is not enjoyed by similarly situated adjacent parcels.
- Most important, it is typically inconsistent with the future land use plan and the policies of the master plan.

Result

- Typically ruled invalid if challenged in court.

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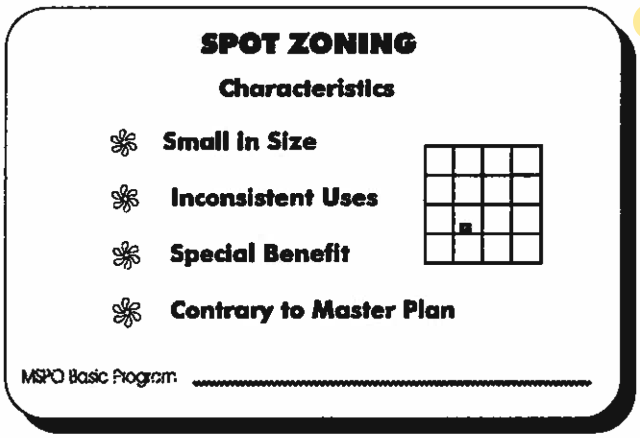
## SPOT ZONING CONSIDERATIONS

The following is an excerpt from a Planning Commissioner training/resource manual that summarizes the four characteristics of a "spot zone" - and explains that all four must be found in the subject rezoning request to constitute an "unjustified spot zone". The Planning Commission needs to address each of the four characteristics and determine if there is a spot zone.




**What is a Spot Zone?**

Public hearings for rezonings are often filled with comments about the creation of a "spot zone," and the dire results of such an approval. But spot zoning is a derogatory and often misused term.

Spot zoning has some specific characteristics. It is not simply the appearance of a "spot" on a zoning map. Many acceptable zone districts may be "islands," surrounded by other zone districts. But while some may disagree on whether or not a specific case is a spot zone, nearly everyone agrees that it is a poor zoning practice. A unjustified spot zone is, therefore, likely to be viewed by the courts as unlawful.

In order to qualify as a spot zone the property will meet <u>each</u> of four characteristics.

### *Small in Size*

As the term "spot" implies, the location of a spot zone will be a relatively small parcel, particularly with respect to the sizes of the parcels in the vicinity. While there are no firm rules on what size a spot needs to be, the larger the area, the less likely is will be considered a "spot." If the property was large enough to accommodate buffers or transition areas, landscaping or open space could be used to soften the impact on surrounding properties or uses.

### *Inconsistent Uses*

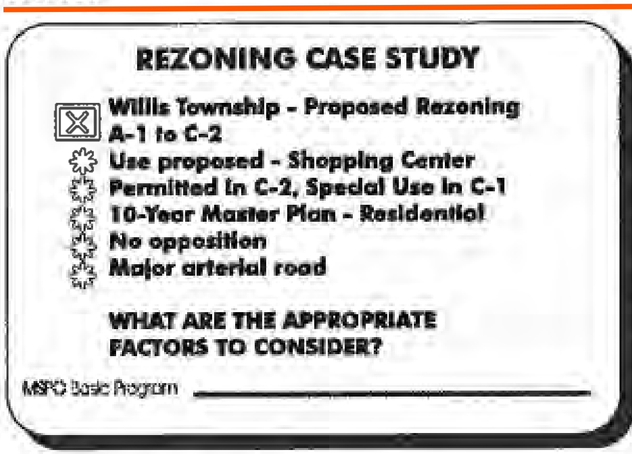
The second quality is that the spot zone will permit uses that are inconsistent with the uses already established or allowed in the vicinity. The inconsistent nature of the spot zone's uses should be clear, i.e. the uses should be very different. These uses, either by virtue of building design, traffic, or intensity will be incompatible with uses allowed in surrounding districts. For example, a proposed two-family district rezoning in a single family zoned area would not be an inconsistent use. A sporting goods store in the midst of a residential area, however, would be an entirely different use of land.

### *Special Benefit*

Spot zoning also confers a "special benefit" on a single property owner which is not available to others in the area. Since the uses allowed by the spot zone are inconsistent with, and often more intense than, those allowed in surrounding districts, a special benefit is given to the holder of the spot zone, to the detriment of nearby properties.

### *Contrary to the Master Plan*

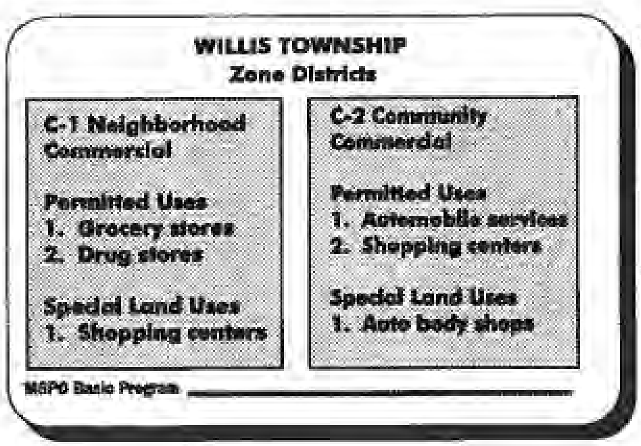
The final characteristic of a spot zone is the one that most distinguishes it as a poor zoning practice. If the Master Plan designates a small parcel in a rural or agricultural area for commercial use to serve residents in the general area, it may have the look of a classic spot zone. In fact, it may even meet the first three characteristics. But it is not a spot zone since the Master Plan planned for its creation. As a result, labeling a rezoning a "spot zone" simply because it is on a small parcel and the uses allowed are different from the other uses around it is not always correct.




**Rezoning Case Study**

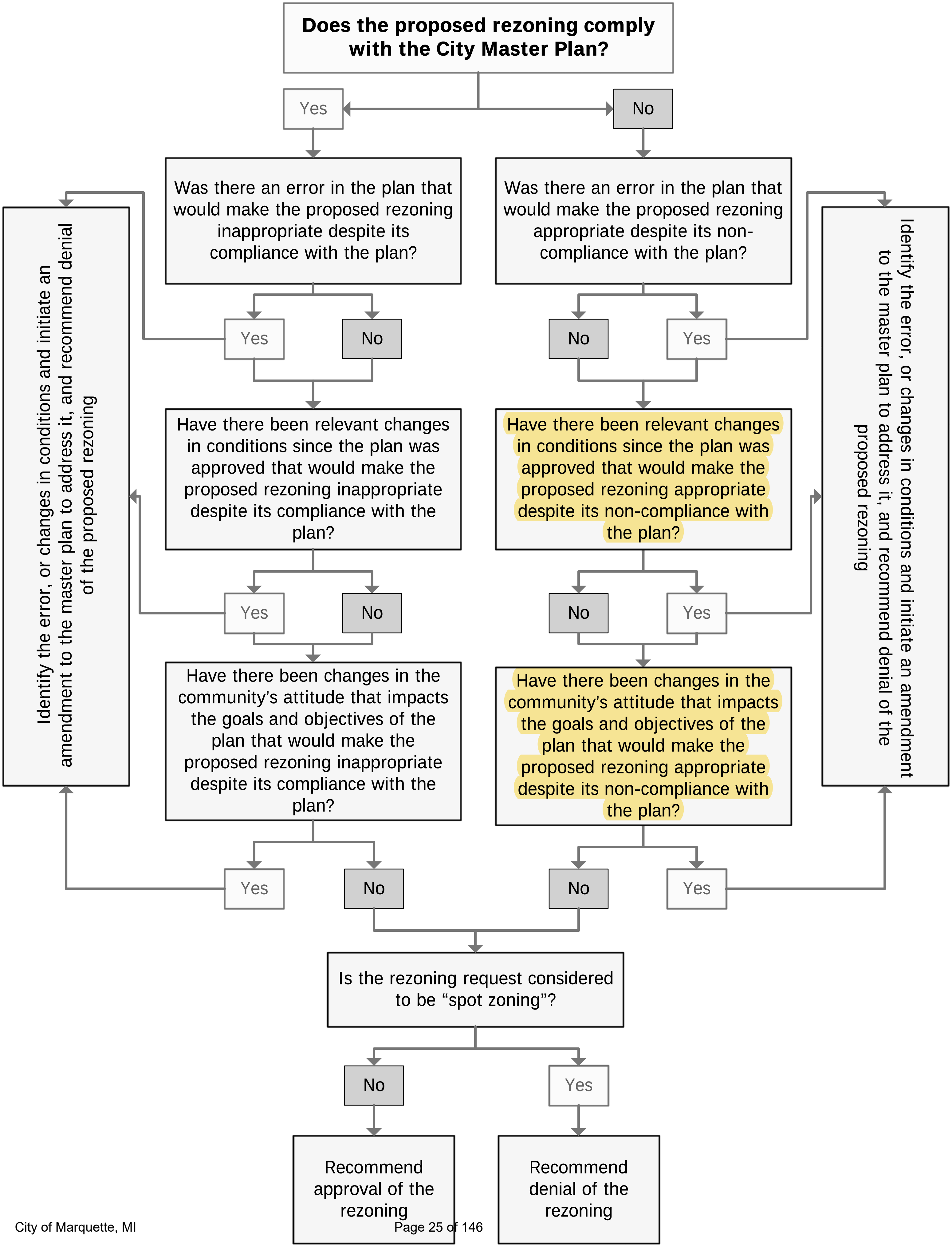
*Willis Township - Proposed Rezoning A-1 to C-2*

The application states that two existing barns and an old farmhouse on a ten acre parcel are to be razed and a shopping center constructed on the property. The C-1 District requires that shopping centers be reviewed as a special land use; the C-2 District allows shopping centers as a Permitted Use. The applicant is requesting the C-2 District. A variance may also be required for a side yard setback.



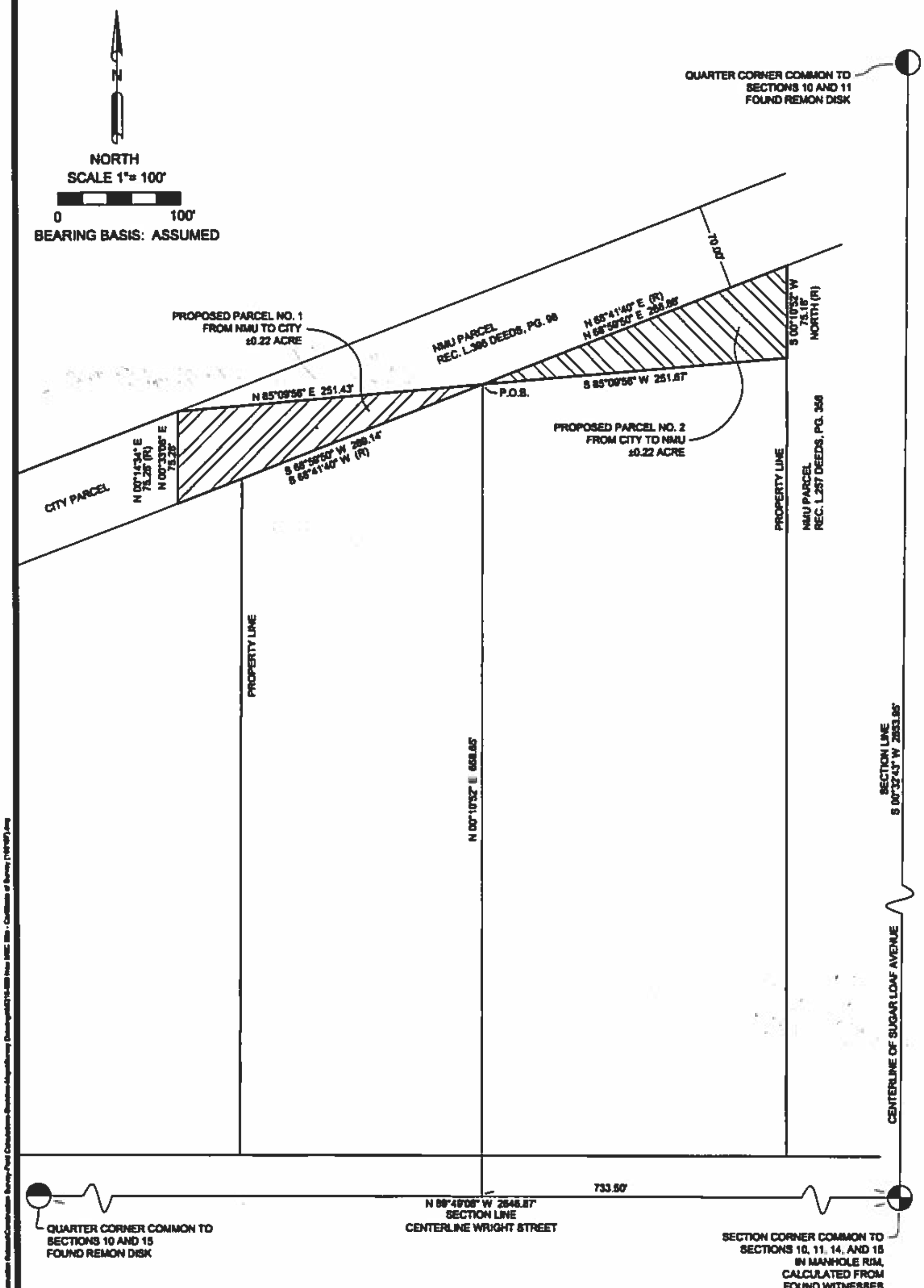

- The 10-year old Master Plan designates the property and the surrounding area for Residential use.
- No neighborhood opposition is apparent.
- The road which serves the property is a major arterial, but no public sewer or water is available.

*WHAT ARE THE APPROPRIATE FACTORS TO CONSIDER?*


Does the proposed rezoning comply with the City Master Plan?
Yes
No
Was there an error in the plan that would make the proposed rezoning inappropriate despite its compliance with the plan?
Was there an error in the plan that would make the proposed rezoning appropriate despite its non-compliance with the plan?
Yes
No
No
Yes
Identify the error, or changes in conditions and initiate an amendment to the master plan to address it, and recommend denial of the proposed rezoning
Identify the error, or changes in conditions and initiate an amendment to the master plan to address it, and recommend denial of the proposed rezoning
Have there been relevant changes in conditions since the plan was approved that would make the proposed rezoning inappropriate despite its compliance with the plan?
Have there been relevant changes in conditions since the plan was approved that would make the proposed rezoning appropriate despite its non-compliance with the plan?
Yes
No
No
Yes
Have there been changes in the community's attitude that impacts the goals and objectives of the plan that would make the proposed rezoning inappropriate despite its compliance with the plan?
Have there been changes in the community's attitude that impacts the goals and objectives of the plan that would make the proposed rezoning appropriate despite its non-compliance with the plan?
Yes
No
No
Yes
Is the rezoning request considered to be "spot zoning"?
No
Yes
Recommend approval of the rezoning
Recommend denial of the rezoning

# EXHIBIT "A"
# DESCRIPTION SKETCH

**PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ -SE $\frac{1}{4}$) OF SECTION TEN (10), T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN**




PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
300 W. BARAGA AVENUE
MARQUETTE, MI 49855
S. HOLMQUIST
JUNE 29, 2016
SHEET 1 OF 1
JOB NO. MQ15-060

NOTES:
1. 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.
2. ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
3. THIS DOCUMENT IS PRELIMINARY BECAUSE THE FINAL RECORDING OF PARCELS TO THE CITY OF MARQUETTE HAS NOT OCCURRED.

# ORDINANCE #717
# AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 54 – ZONING, BY CHANGING THE ZONING DESIGNATION OF PROPERTY LOCATED AT 1000 WRIGHT ST.

**The City of Marquette Ordains:**

**SECTION 1. Zoning Designation.**
The zoning of 0.22 Acres of the property located at 1000 Wright St. (PIN: 0510885) is hereby changed from Municipal (M) to Civic (C).

The Legal Description of the 0.22 Acres is as follows:

Part of the Southeast Quarter of the Southeast Quarter (SEI/4-SEl/4) of Section Ten (10), Township Forty-eighth North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Section Comer common to Sections 10, 11, 14, and 15; thence N89°49'08"W along the Section Line common to said Sections 10 and 15 a distance of 733.50 feet; thence N00°10'52"E perpendicular to said section line 658.65 feet to the southerly line of a parcel recorded in Liber 395 of Deeds, Page 98 and the Point of Beginning;

Thence N68°59'50"E (recorded as N68°41'40"E) along said southerly line 268.88 feet to the westerly line of a parcel recorded in Liber 257 of Deeds, Page 356; thence S00°10'52"W (recorded as South) along said westerly line 75.16 feet; thence S85°09'56"W 251.67 feet to the Point of Beginning.

**SECTION 2. Map Revision.**
This change shall be shown on the Marquette City Zoning Map.

**SECTION 3. Effective Date.**
This ordinance shall take effect ten days after adoption but not before publication.

| | |
|---|---|
| ______________________________ | ______________________________ |
| Cody Mayer, Mayor | Kyle Whitney, City Clerk |

Date Adopted: __________________

Date Published: _________________

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 12/12/2022

## Consent Agenda - Roll Call Vote
## Approve the minutes of the November 28, 2022 regular Commission meeting

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 11-28-2022 Meeting Minutes

# City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

## Meeting Minutes
## City Commission

**Monday, November 28, 2022**
**6:00 PM**
**Commission Chambers**

---

### Call to Order, Pledge of Allegiance and Roll Call

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

### Approval of the Agenda

Commissioner Jessica Hanley moved to Approve the agenda with the addition of 16 Days of Activism against Gender-based Violence Proclamation as item 1.i. on the consent agenda, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

### Announcements

There were no announcements.

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

Margaret Brumm acknowledged the community's enthusiasm of the City's newly opened piers and the wonderful addition it is to the city. She suggested the Commission name the piers. She stated the piers are a great way to make the lake more accessible.

### 1. Consent Agenda

Commissioner Jennifer Smith moved to Approve the Consent Agenda as presented, seconded by Mayor Pro Tem Sally Davis and Carried Unanimously.

**1.a.** Approve the minutes of the November 14, 2022 regular Commission meeting

**1.b.** Approve the total bills payable in the amount of $ 4,660,684.67

**1.c.** Marquette Figure Skating Club - Ice Contract

**1.d.** Marquette Figure Skating Club - Storage Lease Agreement

**1.e.** Marquette Junior Hockey Corporation - Concession Lease Agreement

**1.f.** Marquette Junior Hockey Corporation - Ice Contract

**1.g.** Ore Dock Real Estate, LLC Development and Reimbursement Agreement

**1.h.** Police Security Cameras and Cloud Service

**1.i.** 16 Days of Activism against Gender-based Violence Proclamation

**New Business**

**2.** Used Fire Truck Purchase

Commissioner Jessica Hanley moved to Approve the purchase of used 2001 Pierce Enforcer from Action Truck and Equipment in Miami, Florida in the amount not-to-exceed $48,000, seconded by Commissioner Fred Stonehouse.

City Manager Kovacs opened the discussion by giving additional information on the used truck stating staff would travel to Miami to inspect the truck and then make arrangements to bring the truck back to Marquette.

Both Commissioner Stonehouse and Hanley acknowledge their support of buying a used pumper truck to push out the timeline of needing a new truck.

Commissioner Bonsall requested that staff reiterate the price difference between a new and used truck and asked when the City will need to start planning for the replacement of the trucks.

City Manager Kovacs addressed Commissioner Bonsall's questions, stating, to purchase a new pumper truck it's estimated around $800,000 and that price is expected to increase about 15% in the near future. She stated an aerial truck is nearly 1.5 million. When looking at the lead time in ordering these vehicles, it is about 24 months for a pumper and 36 months for an aerial truck.

She stated it is incredibly important to ensure we have these trucks in working order because we not only serve our taxpayers but our community as a whole.

There was a brief discussion on naming the truck based on past practice.

The motion carried unanimously.

**3.** DPW and Utilities Labor Union Wages

Commissioner Evan Bonsall moved to Approve the Department of Public Works and Utilities Employees' 2% wage increase effective November 28, 2022, with a one-time payment to each bargaining unit member of $625, seconded by Commissioner Jessica Hanley and Carried Unanimously.

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

There was no public wishing to speak.

**Comments from the Commission**

**Commission Stonehouse** recognized how special the new piers are to the community. He also acknowledged the Superior Watershed Partnership for receiving the Governor's

Service Award from the State for their service to the community, especially during COVID-19.

**Commissioner Smith** had no comment.

**Commissioner Davis** thanked city staff and all those in the bargaining unit for the work that went into negotiating the contract. She echoed Ms. Brumm's sentiment of how great the new piers are to our community, as each person will find something they enjoy. She reminded the community, funding for the pier project came from the Founders Landing brownfield as the public benefit and not from the City's budget. She congratulated the Superior Watershed Partnership. Lastly, she reminded everyone to shop locally during the holiday season to support our small businesses.

**Commissioner Hanley** used her time to read the Proclamation that was added to the agenda.

**Commissioner Bonsall** encouraged individuals to apply for the City Commission vacancy to serve on the Commission. He said there are over 30 vacancies for the City's volunteer boards and committees and encouraged community members to apply for those as well.

**Mayor Mayer** highlighted the Community Master Plan and reminded folks of the ways they can get involved and stay informed during the planning process.

## Comments from the City Manager

City Manager Kovacs had no comment.

## Adjournment

The meeting was adjourned at 6:33 p.m.

**Cody O. Mayer, Mayor**

**Kyle Whitney, City Clerk**

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

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 12/12/2022

# Consent Agenda - Roll Call Vote
# Blight Self Certification

## BACKGROUND:

The City has been working with the NMU Foundation and the Michigan Economic Development Corporation to secure $8 million in funding through the Community Development Block Grant (CDBG) Program. This funding is critical to the redevelopment of the former MGH Campus as it covers a majority of the demolition costs, thus making the project financially viable.

At the November 14, 2022 meeting, the City Commission passed a formal resolution declaring this area blighted in accordance with PA 344 of 1945. The Michigan Economic Development Corporation has requested additional documentation of this blight and has requested the approval of a blight self-certification form.

## FISCAL EFFECT:

The City will be eligible to apply for $8 million in funding.

## RECOMMENDATION:

Approve the blight self-certification, and authorize the Mayor to sign.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

| | Description |
|---|---|
| 🗋 | Form |

**Community Development Block Grant Program**
**Slum and Blight National Objective**
**Self-Certification Form**

| | |
|---|---|
| **Funding Source: Community Development Block Grant** | **Federal Award Number:** |
| **Grantee:**<br>**City of Marquette, Michigan** | **Grant #:** |
| **Project Name: Former Marquette General Hospital Demolition** | |

Under 24 CFR 570.208(b), activities served under the slum and blight national objective meet meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) Activities to address slums or blight on an **area basis**. An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area delineated by the Subrecipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) The area also meets the conditions in either paragraph (A) or (B):

(A) At least 25 percent of properties throughout the area experience one or more of the following conditions:

(1) Physical deterioration of buildings or improvements;

(2) Abandonment of properties;

(3) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;

(4) Significant declines in property values or abnormally low property values relative to other areas in the community; or

(5) Known or suspected environmental contamination.

(B) The public improvements throughout the area are in a general state of deterioration.

(iii) **Documentation is to be maintained by the recipient on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation.** The recipient shall establish definitions of the conditions listed at § 570.208(b)(1)(ii)(A) and maintain records to substantiate how the area met the slums or blighted criteria. The designation of an area as slum or blighted under this section is required to be redetermined every 10 years for continued qualification. Documentation must be retained pursuant to the recordkeeping requirements contained at § 570.506 (b)(8)(ii).

(iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

## Project Description

The buildings contain a significant amount of contamination from asbestos and lead paint. Total extraction abatement and renovation costs have been estimated at $389/sq ft for 812,000 sq ft of building space for a total cost of $315.9 million. Total abatement and reconstruction costs are estimated at $389 per square foot with a renovation cost of over $226 million, at least $60 million over total demolition and redevelopment costs.

A determination of functional obsolescence has been made by a certified level IV Assessor due to out-of-date heating, plumbing, and electrical throughout the structures. Due to the age and stone/masonry construction of the older buildings provide significant barriers to retrofitting necessary updates.

This property has significant barriers to reuse for the original construction purpose and is facing chronic vacancy as a result. The complex was purpose built as a hospital and adaptive reuse into contemporary commercial or residential uses is exceptionally difficult due to the layout and structure. Additionally, this hospital no longer holds a Michigan Certificate of Need required to operate as a hospital and would not likely be able to obtain one in the future due to the existence of the newly constructed regional hospital that replaced this facility. As a result of this obsolescence, the value of the property has dropped precipitously from over $18 million to under $11 million in less than ten years.

This project is located in Marquette, Michigan and is a collection of buildings with the common address of 580 West College Avenue. The property, colloquially known as the former Marquette General Hospital is a collection of 11 buildings spread over 17.05 acres that served as the regional hospital for the central Upper Peninsula until 2019. The original building was constructed in 1915 and dedicated purpose buildings were continually added for the next 85 years to form the entire complex. The specific project area encompasses a City block and is bounded by N. Seventh St. to the west, W. College Ave. to the north, Hebard Ct. to the east, and W. Magnetic St. to the south.

The project area as delineated by the City of Marquette, the unit of general local government, meets a definition of a slum, blighted, deteriorated or deteriorating area under City ordinance and Michigan Blighted Area Rehabilitation Act 344 of 1945.

100% of the buildings in the project area are experiencing chronic high vacancy. The buildings in the project area were purpose built as a hospital and conversion into alternative uses is exceedingly cost prohibitive. Additionally, the facility no longer holds a Michigan Certificate of Need required to operate as a hospital and would not likely be able to obtain one in the future due to the existence of the newly constructed regional hospital that replaced this facility.

100% of the buildings in the project area have experienced a significant decline in property value due to the economic obsolescence of the facility and decommissioning of its intended use. According to a determination made by the City Assessor, the replacement/reproduction value of the buildings in the project is $124,630,513. They are currently have a true cash value of $16,630,500, 13% of which is made up by the value of the land. There has been a total loss of value for two of the buildings (St. Luke’s Building and Laundry Plant) due to total obsolescence.

| |
|---|
| Additionally, a determination of functional obsolescence has been made by a certified level IV Assessor due to out-of-date heating, plumbing, and electrical throughout the structures. Due to the age and stone/masonry construction of the older buildings provide significant barriers to retrofitting necessary updates. |

## Certification of Signature

**By signing this form, the elected official certifies that the information provided is true and accurate to the best of his/her knowledge and belief. Documentation to be maintained by the community on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation**

**Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C 3729**

| | |
|---|---|
| **Printed Name of Elected Official: Cody O Mayer** | **Title: Mayor** |
| **Signature:** | **Date:12/6/2022** |

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 12/12/2022

# Consent Agenda - Roll Call Vote
# DNR Spark Grant Application - Roll Call Vote

## BACKGROUND:

Administered by the DNR, Michigan Spark Grants support projects that provide safe, accessible, public recreation facilities and spaces to improve people's health, introduce new recreation experiences, build on existing park infrastructure and make it easier for people to enjoy both indoor and outdoor recreation. This grant opportunity is possible because of the Building Michigan Together Plan, signed in March of 2022, which included a historic infusion of federal funding in state and local parks.

Community Services, in partnership with Superior Watershed Partnership (SWP), is proposing a grant application titled "Transforming Vacant City Space into a Community Gateway and Regional Trailhead". If successful, the grant would create a paved path that connects the Father Marquette Park trail system to the bike path, add an ADA-accessible restroom within the vacant building formerly occupied by LSCP on the site, reconfigure the parking lot and improve stormwater management, provide an informational trail kiosk, provide a drinking fountain with bottle filler, and introduce some green infrastructure to the park in the form of bioswales, rain gardens and native plantings.

The Parks and Recreation Masterplan outlines a downtown trailhead as a priority. This trailhead would serve the Iron Ore Heritage Trail, the Iron Belle Trail, the North Country Trail, the City multi-use pathway, and the City Cultural Trail, while providing directions to other trail systems, such as the NTN's north and south trails.

The grant amount would be $458,750 with an SWP match of $4,950, Innovate SmartZone match of $5,000, and Michigan Native American Heritage Fund match of $5,000 for a total project cost of $473,700. Grant match is not required but is welcomed by the program. There would be no cost to the City other than staff time.

## FISCAL EFFECT:

None with this action.

## RECOMMENDATION:

Approve the resolution authorizing the City's application for the DNR Spark Grant, and authorize the City Clerk to sign the resolution.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution
- Site Plan
- Summary

**RESOLUTION OF AUTHORIZATION – LOCAL UNIT OF GOVERNMENT MATCH WITH DONATED FUNDS**

Whereas the City of Marquette supports the grant application titled “Transforming Vacant City Space into a Community Gateway and Regional Recreation Trailhead” to the DNR Spark Grant Program for the purposes of 1) creating a paved trail spur that connects to local and regional trail systems, 2) constructing an ADA accessible public bathroom in the vacant, city-owned building on site, 3) building a trailhead information kiosk and entry signage with solar lighting 4) reconfiguring the existing parking lot for better traffic flow and improved stormwater management, 5) adding green infrastructure (bioswales, rain garden, native plant species, etc.) to improve existing landscaping and stormwater treatment, and 6) Install water station for filling water bottles/drinking fountain.

All proposed activities to take place at historic Father Marquette City Park and the vacant, former City Chamber/LSCP building located within the park (501 S. Front Street).

Whereas, if the grant is awarded the applicant commits its local match and donated amounts from the following sources:

| | |
|---|---|
| 1: Superior Watershed Partnership | $4,950 (match amount) |
| 2: Innovate SmartZone__________ | $5,000 (match amount) |
| 3: Michigan Native American Heritage Fund | $5,000 (match amount) |

NOW THEREFORE BE IT RESOLVED that the City of Marquette hereby authorizes the submission of a spark grant application for $458,750 and further resolved to make available local match through financial commitment and donations of $14,950 (3%) of $473,700 (total project cost) during the 2023-2024 fiscal year.

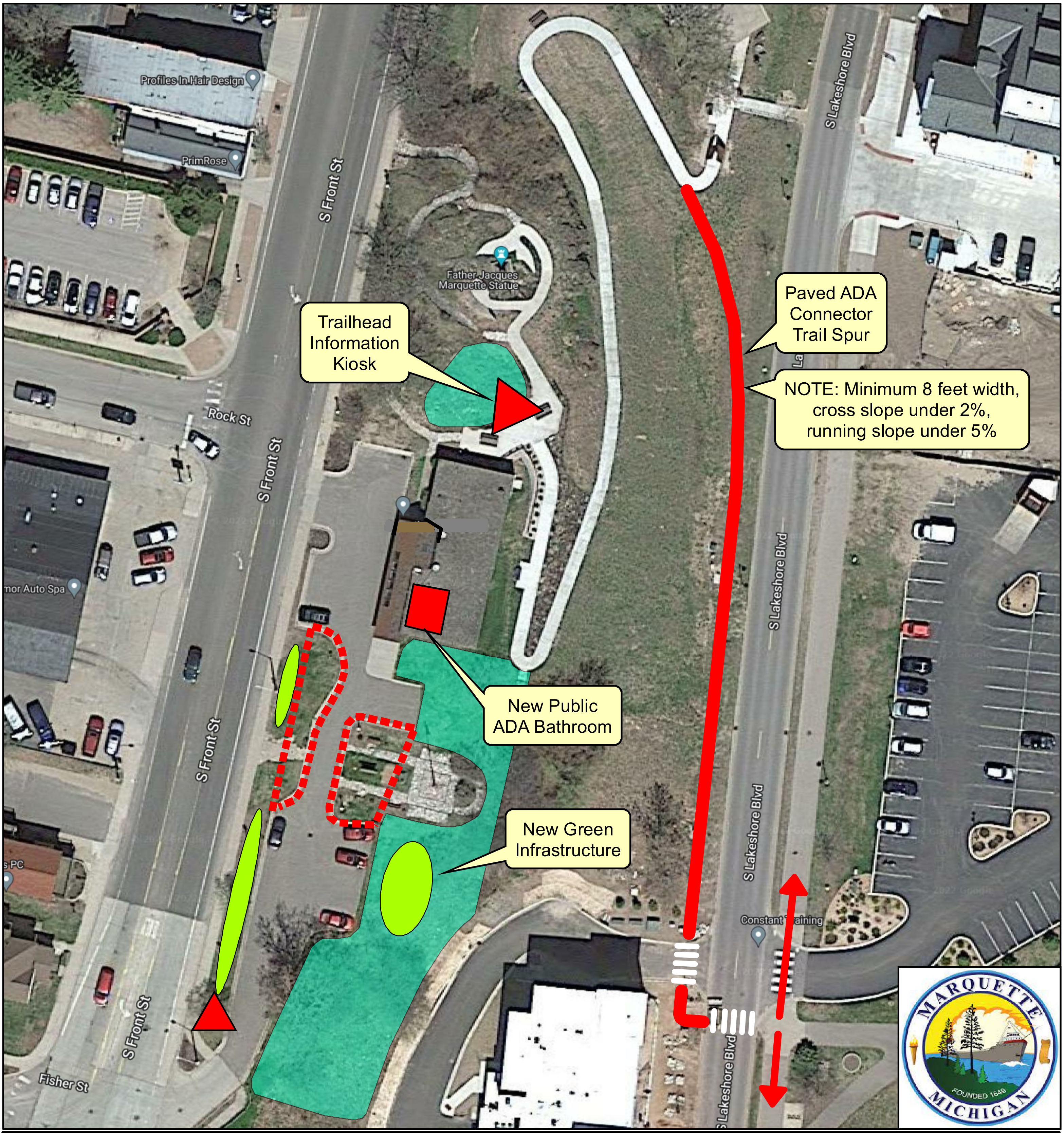
AYES:
NAYES:
ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Commission of Marquette, MI at their regular meeting held on December 12, 2022, at 6:00 p.m. at 300 West Baraga Avenue, Marquette MI, 49855, with a quorum present.

____________________________ Dated: _________________
Clerk

# Site Plan: Transforming Vacant City Space into a Community Gateway and Regional Recreation Trailhead





Paved ADA Connector Trail Spur

New Public ADA Bathroom

Trailhead Information Kiosk / Sign

New Green Infrastructure

Native Landscaping

Pervious Pavement Parking Lot Improvements

0 25 50 100 Feet

N

# DNR SPARK Grant

## Concept for New Marquette Trailhead, Information Kiosk and Public Bathrooms


The City of Marquette Parks and Recreation Department and the Arts and Culture Office are applying for a Michigan Department of Natrual Resrouces (DNR) SPARK grant to transition the vacant, former LSCP/Chamber building into a community gateway, welcome center and connecting trailhead for several local trail systems including the new Cultural Trail, the Iron Ore Heritage Trail, the Iron Belle Trail, the Noquemanon Trial Network and the North Country Trail.

The main components to the SPARK grant proposal include; 1) creating a paved trail spur that connects to local and regional trail systems, 2) constructing an ADA accessible public bathroom in the vacant, city-owned building on site, 3) building a trailhead information kiosk and entry signage with solar lighting 4) reconfiguring the existing parking lot for better traffic flow and improved stormwater management, 5) adding green infrastructure (bioswales, rain garden, native plant species, etc.) to improve existing landscaping and stormwater treatment, and 6) Install water station for filling water bottles/drinking fountain.

1. Paved trail spur that connects to local and regional trail systems: **$82,500**
2. Construct ADA accessible public bathroom in vacant, city-owned building: **$192,000**
3. Install trailhead information kiosk and entrance sign both with solar lighting: **$47,250**
4. Improve existing parking lot for better traffic flow and stormwater management: **$62,500**
5. Install green infrastructure and natural landscaping (bioswales, rain garden, native plant species, etc.) to improve habitat conditions and improve stormwater treatment: **$72,250**
6. Install water station for filling water bottles/drinking fountain: **$2,250**

Total Grant Request: **$458,750**
Total Local Match: **$14,950**

**TOTAL PROJECT COSTS: $473,700**

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 12/12/2022

## Consent Agenda - Roll Call Vote
## Publication and Communication Ordinance Review

## BACKGROUND:
Section 13-8 of the City Charter requires that the City Commission adopt and regularly review a publication and communication ordinance, which is intended to provide a framework for official City communications.

In compliance with the Charter, Ordinance #609 was adopted on Dec. 9, 2013, and was later codified into City Code Sec. 2-79. The Charter also states that the City Commission shall review the current system every three years.

Staff has reviewed the City's Publication and Communication Ordinance, and has no suggestions for changes or alterations.

## FISCAL EFFECT:
None by this action.

## RECOMMENDATION:
Review the City's Publication and Communication Ordinance.

## ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:

| | Description |
|---|---|
| 🗋 | City Code 2-79 |

## Sec. 2-79. - City manager.

The city manager shall see that all laws, ordinances, rules, regulations adopted by the commission and the provisions of this Code are properly enforced. He shall attend all meetings of the commission, regular and special. During the absence or disability of the manager, the commission shall designate a qualified person to temporarily perform the duties of the manager.

(1) *Publications and communications.* The City Charter, adopted by the citizens of the City of Marquette at the November 2012, general election, requires that the city commission adopt a publication and communication ordinance.

(2) *City manager actions.* The city manager will develop and promulgate administrative policies and regulations necessary to ensure:

  a. Compliance with the Freedom of Information Act; the Open Meetings Act; and all federal and state rules and regulations associated with information and records management;

  b. The best use of technology to distribute information about government via the Internet and other methods readily available to the public;

  c. Appropriate methods for the solicitation of public feedback to identify information of greatest utility for government deliberation;

  d. Opportunities to participate in policymaking and to provide government with the benefits of collective expertise and information;

  e. Any other action necessary to be taken that direct specific actions implementing the intent set forth in this section.

(3) *Commission requirement.* As required by City Charter, the Marquette City Commission will, every three years, review the established system and make suggestions for change.

(Code 1999, § 2.02; Ord. No. 609, §§ 1—3, 12-9-2013)

# City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

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**Agenda Date:** 12/12/2022

## Consent Agenda - Roll Call Vote
## Marquette Figure Skating Club - Storage Lease Agreement

## BACKGROUND:

Marquette Figure Skating Club has requested the City lease storage space at Lakeview Arena. Staff has worked with the City Attorney and Marquette Figure Skating Club to draft a standard lease agreement for the terms and conditions of the request. The annual payment shall be $699.96 based on the recent storage rate increase from $6 to $7/square foot. The lease term is five (5) years.

The lease agreement allows for fee increases not-to-exceed twenty percent (20%) of the previous year's rental rate.

All leases require two reads as per the City Charter. The first read was November 28, 2022.

## FISCAL EFFECT:

The Lakeview Arena fund will receive $699.96 in revenue for FY 2023.

## RECOMMENDATION:

Approve the five-year lease agreement with Marquette Figure Skating Club for storage 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 Insurance |

**LEASE AGREEMENT**

THIS AGREEMENT, made and entered into this _______ day of _______________, 2022, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter "LESSOR", and **MARQUETTE FIGURE SKATING CLUB**, a Michigan not-for-profit corporation, of 401 E. Fair Avenue, Marquette MI 49855, hereinafter "LESSEE".

Recitals

A. Lessor is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan.

B. Lessee desires to lease and Lessor is willing to lease to Lessee storage space as shown in Exhibit "A" located in Lakeview Arena's Russell Arena in accordance with the terms and conditions contained herein.

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

**1. Leased Premises**

1.1 Lessor leases to Lessee space as shown in Exhibit "A" within the Russell Arena.

1.2 Lessor 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 as developed by Lessor, 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 lease shall be from October 1, 2022 until October 30, 2027.

**3. Rent**

3.1 Annual rent shall be SEVEN AND 00/100 DOLLARS ($7.00) per square foot. (10 feet x 10 feet). Lessee shall pay FIFTY EIGHT AND 033/100 DOLLARS ($58.33) monthly due in advance on the first day of each month.

3.2 Rental amount is subject to increases based on increases in the City fee schedule as approved by the City Commission, not to exceed twenty percent (20%) of the previous year's rental rate. Lessee will be notified of any increase in the monthly rental amount no later than 30 days prior to the date the rental increase will begin.

**4. Use of Leasehold Premises**

4.1 Lessee shall use the leasehold premises only for storage 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 leasehold without prior written approval of the Lessor;

h) place merchandise, materials, supplies, signs, or other things of any kind on the sidewalks or other common areas without City Staff approval;

i) permit refuse to accumulate in or around leasehold; and,

j) obstruct entry ways.

**5. Use of Common Areas by Lessee**

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

**6. Maintenance and Repair**

6.1 Lessee shall be responsible for all janitorial and cleaning and all repairs of any nature of the Premises.

6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment, and keep them in a safe condition and good repair.

6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.

6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

## 7. Insurance and Indemnity

7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.

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

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

7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises 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 ($1,000,000.00) Dollars per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand ($500,000.00) Dollars for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

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

## 8. Damage by Fire or Other Causes

8.1 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 licenses, 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%) percent 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.

## 9. Assignment/Subletting

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

9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the Arena or any portion thereof.

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

## 10. Use of Premises by Lessor

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

10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the 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.

## 11. Covenant of Quiet Enjoyment

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

## 12. Lessor's Right to Perform Lessee's Obligation

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

## 13. Default by Lessee

13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within thirty (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.

13.2 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.

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

**14. Surrender of Leasehold Upon Termination of Lease**

14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of the 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 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.

14.2 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.

**15. Miscellaneous**

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

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

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

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

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

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

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

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

| CITY OF MARQUETTE | MARQUETTE FIGURE SKATING CLUB |
|---|---|
| ______________________ | Erica H. Noe |
| Cody O. Mayer, Mayor | By: Erica Noe<br>Its: MFSC Board Member |

______________________

Kyle Whitney, City Clerk

Approved as to Substance:

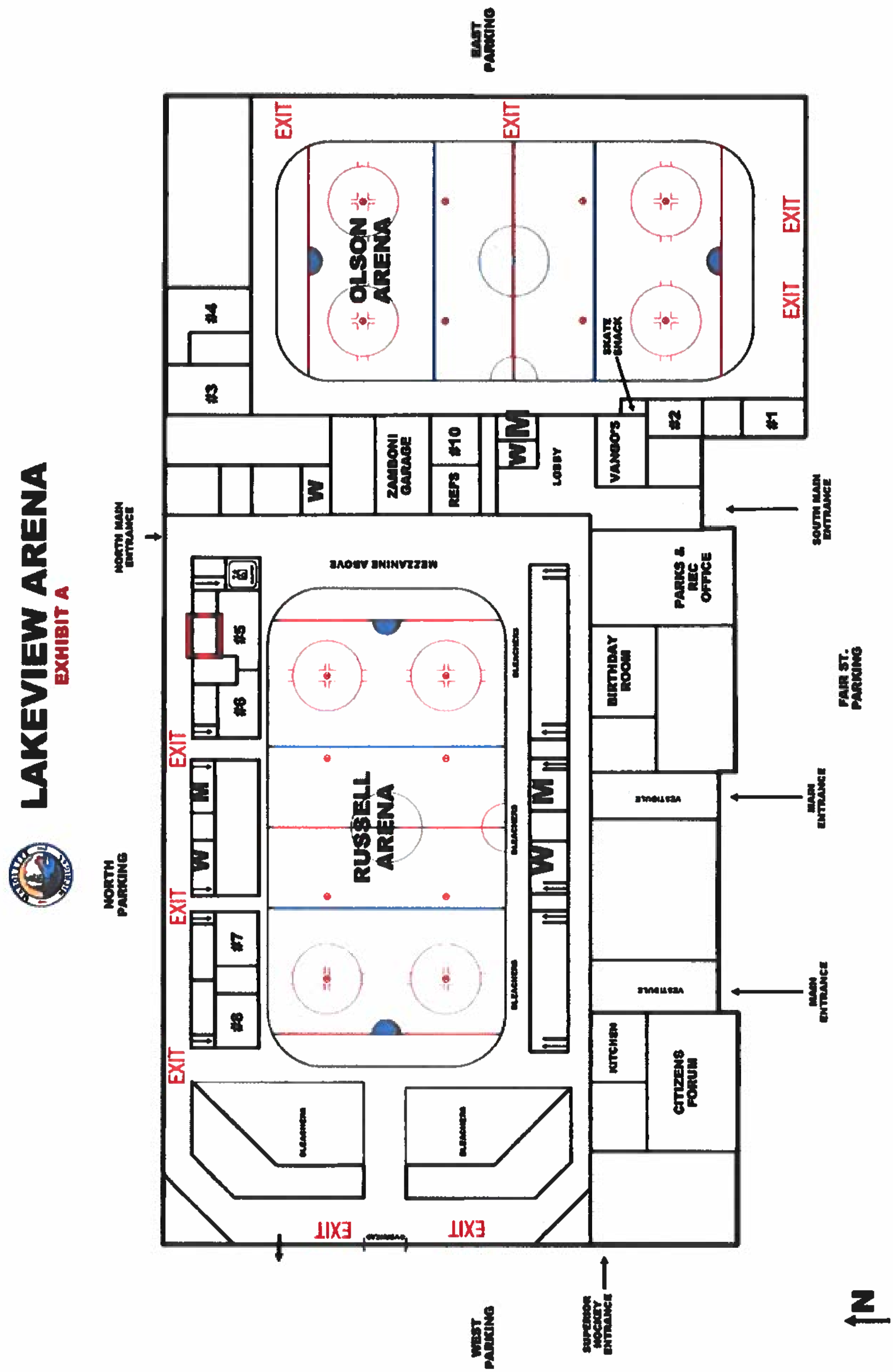
______________________

Karen M. Kovacs, City Manager

Approved as to Form:

______________________

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA
EXHIBIT A
NORTH PARKING
NORTH MAIN ENTRANCE
EAST PARKING
WEST PARKING
SUPERIOR HOCKEY ENTRANCE
SOUTH MAIN ENTRANCE
MAIN ENTRANCE
MAIN ENTRANCE
FAIR ST. PARKING
OLSON ARENA
RUSSELL ARENA
SKATE SHACK
VANGO'S
LOBBY
ZAMBONI GARAGE
REFS
#10
#1
#2
#3
#4
#5
#6
#7
#8
W
M
MEZZANINE ABOVE
BLEACHERS
PARKS & REC OFFICE
BIRTHDAY ROOM
VESTIBULE
KITCHEN
CITIZENS FORUM
EXIT
N

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2022

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

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

| PRODUCER | |
|---|---|
| American Specialty Insurance & Risk Services, Inc.<br>dba American Specialty Insurance & Risk Services Agency<br>7609 W. Jefferson Blvd., Suite 100<br>Fort Wayne IN 46804 | CONTACT NAME:<br>PHONE (A/C, No, Ext): FAX (A/C, No):<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Arch Insurance Company | 11150 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
United States Figure Skating Association
20 First Street
Colorado Springs CO 80906

**COVERAGES** **CERTIFICATE NUMBER:** 1002006212 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[X] OTHER: CLUB | Y | | SBCGL0252105 | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ Excluded |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

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

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| CITY OF MARQUETTE<br>300 W BARAGA AVENUE<br>MARQUETTE MI 49855 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Drew Smit |



ACORD 25 (2016/03)

AGENCY CUSTOMER ID: ______
LOC #: ______

ACORD®

# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| AGENCY | | NAMED INSURED |
|---|---|---|
| American Specialty Insurance & Risk Services, Inc. | | United States Figure Skating Association<br>20 First Street<br><br>Colorado Springs, CO 80906 |
| POLICY NUMBER<br>SBCGL0252105 | | |
| CARRIER<br>Arch Insurance Company | NAIC CODE<br>11150 | EFFECTIVE DATE: 07/01/2022 |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**
**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002006212

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

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, effective July 1, 2021.

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 12/12/2022

## Consent Agenda - Roll Call Vote
## Marquette Junior Hockey Corporation - Concession Lease Agreement

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

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.

All leases require two reads as per the City Charter. The first read for this lease was November 28, 2022.

## FISCAL EFFECT:
The Lakeview Arena fund will receive $5,095.98 in revenue for FY 2023.

## 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 and Exhibit A
- Insurance

# LEASE AGREEMENT

THIS AGREEMENT, made this ______ day of ____________, 2022, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

## Recitals

A. Lessor is the owner and operator of Lakeview Arena, located at 401 E. Fair Avenue, Marquette, Michigan.

B. Lessee desires to lease and Lessor is willing to lease to Lessee the concessions space shown in Exhibit "A" located in Lakeview Arena's lobby in accordance with the terms and conditions contained herein.

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

### 1. Leased Premises

1.1 Lessor leases to Lessee the space ("Premises") as shown in Exhibit "A".

1.2 Lessee agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations at Lessee's cost, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

### 2. Term of Lease

2.1 The term of this Agreement shall be for six (6) months, as follows:
October 1, 2022 through March 31, 2023.

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 $849.33 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 licenses, 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**

Cody O. Mayer, Mayor

Kyle Whitney, Clerk

LESSEE
**MARQUETTE JR. HOCKEY CORP.**

By: SCOTT CAMBENSY
Its: PRESIDENT

APPROVED AS TO SUBSTANCE:

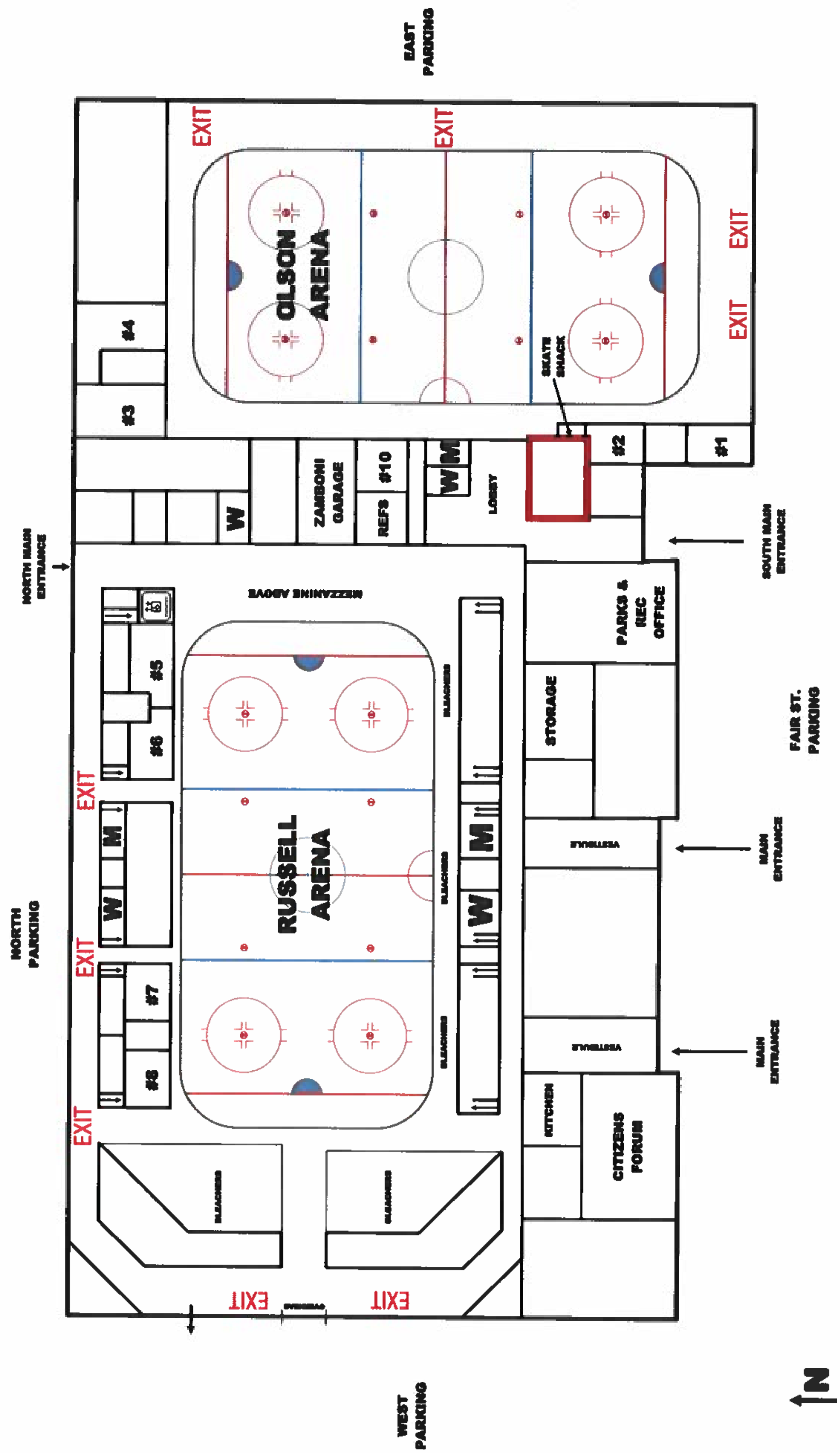
Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

# LAKEVIEW ARENA

## EXHIBIT A



# EXHIBIT B

**Concession Equipment Inventory**

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2022

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

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

| | |
|---|---|
| PRODUCER<br>Willis Towers Watson Southeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | CONTACT NAME: Contact your USA Hockey Assigned Risk Manager<br>PHONE (A/C, No, Ext): · FAX (A/C, No): ·<br>E-MAIL ADDRESS: · |
| INSURED<br>USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates<br>1775 Bob Johnson Drive<br>Colorado Springs, CO 80906 | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Pennsylvania Manufacturers' Association In | 12262 |
| INSURER B : | | |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**COVERAGES** **CERTIFICATE NUMBER:** W26700370 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | | 302201-13-12-76-8 | 09/01/2022 | 09/01/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Part Legal Liability | $ Included |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

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

Marquette Junior Hockey Corp-MIH8005-facality rental for approved/sanctioned events/practices/games

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

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of Marquette Michigan<br>Lakeview Arena<br>300 W. Baraga Avenue<br>Marquette, MI 49885 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>John Bean |

**Agenda Date:** 12/12/2022

# Consent Agenda - Roll Call Vote
# Schedule Public Hearing- Marquette Township PA 425 Agreement

## BACKGROUND:

Public Act 425 of 1984 authorizes two local units of government to share tax revenues resulting from new or expanding development within the areas of their jurisdictions. This agreement allows a temporary transfer of jurisdiction for land, not exceeding 50 years, from one municipality to another, in place of annexation. The agreement must involve an economic development project defined by the Act as “land and existing or planned improvements suitable for use by an industrial or commercial enterprise, or housing development, or the protection of the environment, including, but not limited to, groundwater or surface water.”

Marquette Township has approached the City of Marquette to request the exploration of a 425 agreement for a potential housing project that will be located on Forestville Road. While a majority of the development will be located in Marquette Township, a portion totaling approximately 29 acres will be located within the boundaries of the City of Marquette. JM Longyear, the developer, will be applying for a Planned Unit Development (PUD) through Marquette Township for the project along with a request to the Township for sewer, water and municipal services. Under the 425 agreement, the portion of property located in the City will be included in the Township PUD application. Due to the lack of direct City utilities or road access to the development, City staff supports the implementation of a 425 agreement.

A 425 agreement has been negotiated between the City and Township where the City will receive tax revenue equivalent to the Township's millage rate on the portion of the development covered under this agreement. The Township will provide all utilities and public services to the development, at no cost to the City. A public hearing will need to be held prior to the approval of the agreement.

## FISCAL EFFECT:

None by this action.

## RECOMMENDATION:

Schedule a Public Hearing to consider the PA 425 Agreement with Marquette Township for the January 9, 2023 City Commission Meeting.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 425 Agreement
- Map

**JOINT AGREEMENT FOR CONDITIONAL PROPERTY TRANSFER AND DEVELOPMENT BETWEEN THE CHARTER TOWNSHIP OF MARQUETTE AND CITY OF MARQUETTE MARQUETTE COUNTY, MICHIGAN**

This Agreement is entered into the _____ day of _____________________, 202____, by and between the CHARTER TOWNSHIP OF MARQUETTE, whose principal business address is 1000 Commerce Drive, Marquette, Michigan 49855, and the CITY OF MARQUETTE, whose principal business address is 300 West Baraga Avenue, Marquette, Michigan 49855.

**RECITALS**

WHEREAS, the Charter Township of Marquette (hereinafter "the Township") is a municipal corporation organized and existing under Article VII, Section 17, of the Michigan Constitution of 1963, and the Michigan Charter Township Act, MCL 42.1 et seq.;

WHEREAS, the City of Marquette (hereinafter "the City") is a municipal corporation organized and existing under Article VII, Section 21, of the Michigan Constitution of 1963 and the Home Rule City Act, MCL 117.1, et seq.;

WHEREAS, there is a need for additional quality housing that provides a choice of sizes and prices in both the Township and the City;

WHEREAS, additional housing can be expected to enhance economic development, jobs, and the tax base within Marquette County;

WHEREAS, the Township and the City also recognize the benefits of maintaining green space, preserving existing trail networks, and providing public access to natural recreation areas;

WHEREAS, Longyear Realty Corporation, a local investor, employer, and land owner, has proposed to create a Planned Unit Development residential area upon land it currently owns that is located partially within the Township and partially within the City;

WHEREAS, the Township and the City concur that the proposed development plan meets the needs and objectives of both municipalities.

THEREFORE, in consideration of the mutual promises and forbearances contained herein, the parties agree as follows:

1. Legal Authority. This Agreement is made pursuant to the provisions of Act 425 of the Public Acts of 1984, as amended, MCL 124.21 et seq. (hereinafter "Act 425"), and the general powers and authority granted to both parties by the Michigan Constitution, the statues authorizing their organization and existence, and the Marquette City Charter.
2. Property Transferred. The property located within the City of Marquette, County of Marquette, and State of Michigan, described in Exhibit A to this Agreement and depicted in Exhibit B, is hereby conditionally transferred to the Charter Township of Marquette.
3. Effect of Transfer. The property transferred to the Township shall for all purposes be within the jurisdiction of the Township for the duration of this Agreement. The scope of jurisdictional authority to be exercised by the Township with regard to the transferred property includes, but is not limited to, the following:

A. Zoning. The Township shall have jurisdiction over zoning and rezoning of the transferred property, however the Township may only rezone the transferred property as necessary in order to facilitate the development of residential/recreational uses as identified in a final development plan that is conceptually similar to the preliminary development plan of Longyear Realty Corporation attached as Exhibit A. The Township's Zoning Ordinance shall apply to all parcels created and developed, whether under the Township's Planned Unit Development requirements or other potentially applicable provisions.

B. Water and Sewer Utilities. The Township will allow the property owner(s) to extend and connect to the Township's municipal Watermain System and Sanitary Sewer System, at the property owner(s)' expense. Connection and charges for services will be on the same basis and under the same fee structure, charges, and rates, as periodically adjusted, as other properties that receive such services within the Township's jurisdictional legal boundaries.

C. Police, Fire, and Other Governmental Services. The Township will provide police and fire protection, garbage collection, and all other Township services available on the same basis and under the same fee structure, charges, and rates, as periodically adjusted, as other properties that receive such services within the Township's jurisdictional boundaries.

D. Township Ordinances. All Township ordinances now in effect or hereafter adopted or amended, shall apply to the transferred property, its owners, developers, and occupants.

E. Taxes. All taxes, including but not limited to ad valorem, real, and personal property taxes, shall be assessed, levied, and collected under the jurisdiction of the Township, but subject to the revenue sharing provisions subsequently set forth in this Agreement.

F. Special Assessments. All special assessments, including but not limited to the Township's Fire Department Special Assessment, levied under Act 33 of the Public Acts of 1951, as amended, MCL 41.801, et seq., shall be assessed, levied, and collected under the jurisdiction of the Township. Special assessments shall not be subject to revenue sharing of any kind or nature.

G. Voting. Any person claiming residency within the transferred property shall be entitled to vote at all public elections held within the Township on the same basis as all other persons claiming residency within the Township's jurisdictional legal boundaries.

H. Addresses. The Township may assign addresses and/or fire numbers to new parcels, lots, or structures created or constructed within the area comprising the transferred property.

4. Revenue Sharing. The Township shall assess, levy, and collect ad valorem real and personal property taxes as set forth in Section 3(E) above. The Township shall pay to the City that portion of the Township's general operating millage actually collected by the Township, or in the case of delinquent real property taxes, the County of Marquette, that is assessed and levied against each property tax parcel physically located within the boundaries comprising the transferred property each year for the duration of this Agreement and any renewals. The Township shall be

entitled to retain any administrative fees charged to the taxpayer as part of the tax collection process. Any interest or penalties shall be prorated between the Township and City at the same rate that the Township's general operating millage bears to the total tax bill for each affected parcel. The Township's payment shall be based solely on the Township's general operating millage and shall not include any extra voted millage (such as law enforcement or recreation millage), any "pass through" millages levied by others (such as Peter While Public Library or the Iron Ore Heritage Trail Authority), or any special assessments of any kind or nature. Payments from the Township to the City shall be at the same time and in the same manner as the Township Treasurer makes distributions to other taxing jurisdictions. In the event that it becomes necessary for the Township to refund any portion of real or personal property taxes paid, whether as a result of Tax Tribunal proceedings or otherwise, the Township shall provide supporting documentation to the City and the City shall promptly remit such funds in the manner directed.

5. Term of Agreement.

   A. The initial term of this Agreement shall be for fifty (50) years. The Agreement may be renewed for additional periods of not more than fifty (50) years upon approval and written agreement by the respective legislative bodies of the Township and City.

   B. This Agreement may be terminated prior to its expiration by approval and written agreement of the respective legislative bodies of the Township and City then holding office, specifying the reasons for termination and the effective date of termination.

C. In the event that Longyear Realty Corporation, or any successor entity formed for the purpose of developing the transferred property, ("Longyear") has not commenced construction of the development including site work, infrastructure and/or roadwork as approved in the final development plan by the earlier of (i) two years after the date that the Township enters into a final development agreement with Longyear and Longyear has obtained all necessary governmental permits and approvals for the development, or (ii) four years after the effective date described in Section 9, then this Agreement shall terminate.

6. <u>Jurisdiction Upon Expiration or Termination</u>. Upon expiration or termination of this Agreement, jurisdiction over the transferred property shall automatically revert and be transferred back to the City for all purposes, subject to the following provisions.

A. Upon expiration of termination of this Agreement, the transferred property shall be rezoned by the City based upon the City's zoning designation that most closely matches the use of the transferred property at that time.

B. Upon expiration or termination of this Agreement, the Township shall retain full ownership of all components of the Marquette Township public Watermain System located within the transferred property, including but not limited to any and all watermain pipes, plumbing, conduits, hydrants, connections, valves, hardware, and appurtenances located within dedicated public or private rights-of-way or utility easements, but excluding all lateral lines, plumbing, connections, hardware or other components of the Watermain System located within any building structure, or between the watermain and any building structure.

C. Upon expiration or termination of this Agreement, the Township shall retain full ownership of the Marquette Township public Sanitary Sewer System located within the transferred property, including but not limited to all sewer main pipes, plumbing, drains, pumps, lift stations, grinders, manholes, air relief structures, connections, valves, hardware, and appurtenances located within dedicated public or private rights-of-way or utility easements, but excluding all lateral lines, plumbing, connections, hardware, or other components of the Sanity Sewer System located within any building structure, or between the sewer main and any building structure.

7. <u>No Annexation or Other Transfer</u>. While this Agreement is in effect, no annexation or other method of transfer shall take place for any portion of the property conditionally transferred under this Agreement, consistent with the prohibitions contained within Section 9 of Act 425, MCL 124.29.

8. <u>Enforcement</u>. In the event that either the Township or the City fails to comply with the terms and provisions of this Agreement for more than ninety (90) days from the date of written notification by the party alleging non-compliance, either party may commence a civil action in the Circuit Court for the County of Marquette, Michigan, to assert any available remedies in law or in equity, which by means of example and not limitation may include monetary damages, specific performance, injunctive relief, mandamus, or a request for a declaratory judgement, and which may include return of the transferred property to the City.

9. <u>Effective Date.</u>

A. This Agreement and the conditional property transfer shall become effective upon approval by both the Township Board and the City Commission, and by the filing required under Subsection 9(B). The Township and the City shall each conduct a public hearing regarding the proposed conditional transfer of property, noticed in conformity with the requirements of the Open Meetings Act, Act 267 of the Public Acts of 1976, MCL 15.261 et seq. The Township and City may enter into this Agreement thirty (30) days after the last public hearing required under Section 4 of Act 425, MCL 124.24, has been conducted, unless a qualifying referendum petition is received by the City within the aforesaid thirty (30) days.

B. The Marquette Township Clerk shall file a duplicate original of this Agreement with the Marquette County Clerk and the Michigan Secretary of State. A copy of this Agreement, certified by the Marquette County Clerk or by the Michigan Secretary of State, shall be prima facie evidence of the conditional transfer of the property from the City to the Township.

10. Amendments to the Agreement. The terms and provisions of this Agreement, except for the boundaries of the transferred property, may be amended by mutual written agreement approved by the Township Board and the City Commission, and recorded with the Marquette County Clerk and Michigan Secretary of State as required for the original Agreement.

11. Interpretation. The terms and provisions of this Agreement have been jointly negotiated and agreed to with the assistance of counsel and with equal opportunity

for input by both the Township and the City, such that it shall not be interpreted or construed against the drafter.

12. Section Headings. The headings in this Agreement are for reference only, and shall not in any manner affect the meaning or interpretation of this Agreement.

13. Entire Agreement. This written Agreement represents the entire agreement between the parties for the conditional transfer of the above-described property from the City to the Township. Any oral statements or prior writings not incorporated into this Agreement are superseded and shall be of no force or effect.

14. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.

15. Severability. If any provision of this Agreement is determined by a court or administrative tribunal of competent jurisdiction to be invalid or unenforceable for any reason, that provision shall be deemed severable and the remaining portions of this Agreement shall continue in full force and effect to the greatest extent possible in order to carry out the intentions of the parties.

16. Notices. All notices, demands, or communications required or desired to be given under this Agreement shall be in writing and delivered personally or by ordinary first-class mail with proper postage affixed, to the attention of the following Township and City representatives:

Charter Township of Marquette
Attention Township Manager
Marquette Township Hall
1000 Commerce Drive
Marquette, MI 49855

Charter Township of Marquette
Attention Township Supervisor
Marquette Township Hall
1000 Commerce Drive
Marquette, MI 49855

City of Marquette
Attention City Manager

City of Marquette
Attention City Mayor

Marquette City Hall
300 West Baraga Avenue
Marquette, MI 49855

Marquette City Hall
300 West Baraga Avenue
Marquette, MI 49855

Separate copies of any such notice shall be provided and delivered to each designated representative. The parties may, by written notice, designate any further or different persons, officers, or addresses to which subsequent notices, demands, or communications shall be delivered.

IN WITNESS WHEREOF, the parties have executed this Agreement by the authority granted to the following officers or representative of each governing body.

CHARTER TOWNSHIP OF MARQUETTE

______________________________________
Lyn Durant, Township Supervisor

______________________________________
Randy Ritari, Township Clerk

STATE OF MICHIGAN )
) ss.
COUNTY OF MARQUETTE )

On this _____ day of ___________________, 202____, before me, a Notary Public in and for the County of Marquette, appeared Lyn Durant and Randy Ritari, upon first being duly sworn, who verified that they are the Supervisor and Clerk, respectively, of the Charter Township of Marquette.

________________________________________
________________________________, Notary Public
Marquette County, Michigan
My Commission Expires: __________________
Acting in Marquette County, Michigan

CITY OF MARQUETTE

________________________________________
Cody O. Mayer, Mayor

________________________________________
Kyle Whitney, City Clerk

STATE OF MICHIGAN )
) ss.
COUNTY OF MARQUETTE )

On this _____ day of ___________________, 202____, before me, a Notary Public in and for the County of Marquette, appeared Cody O. Mayer and Kyle Whitney, upon first being duly sworn, who verified that they are the Mayor and Clerk, respectively, of the City of Marquette.

________________________________________
_______________________________, Notary Public
Marquette County, Michigan
My Commission Expires: ___________________
Acting in Marquette County, Michigan

| Approved as to Substance: | Approved as to Form: |
|---|---|
| ________________________________ | ________________________________ |
| Karen M. Kovacs | Suzanne C. Larsen |

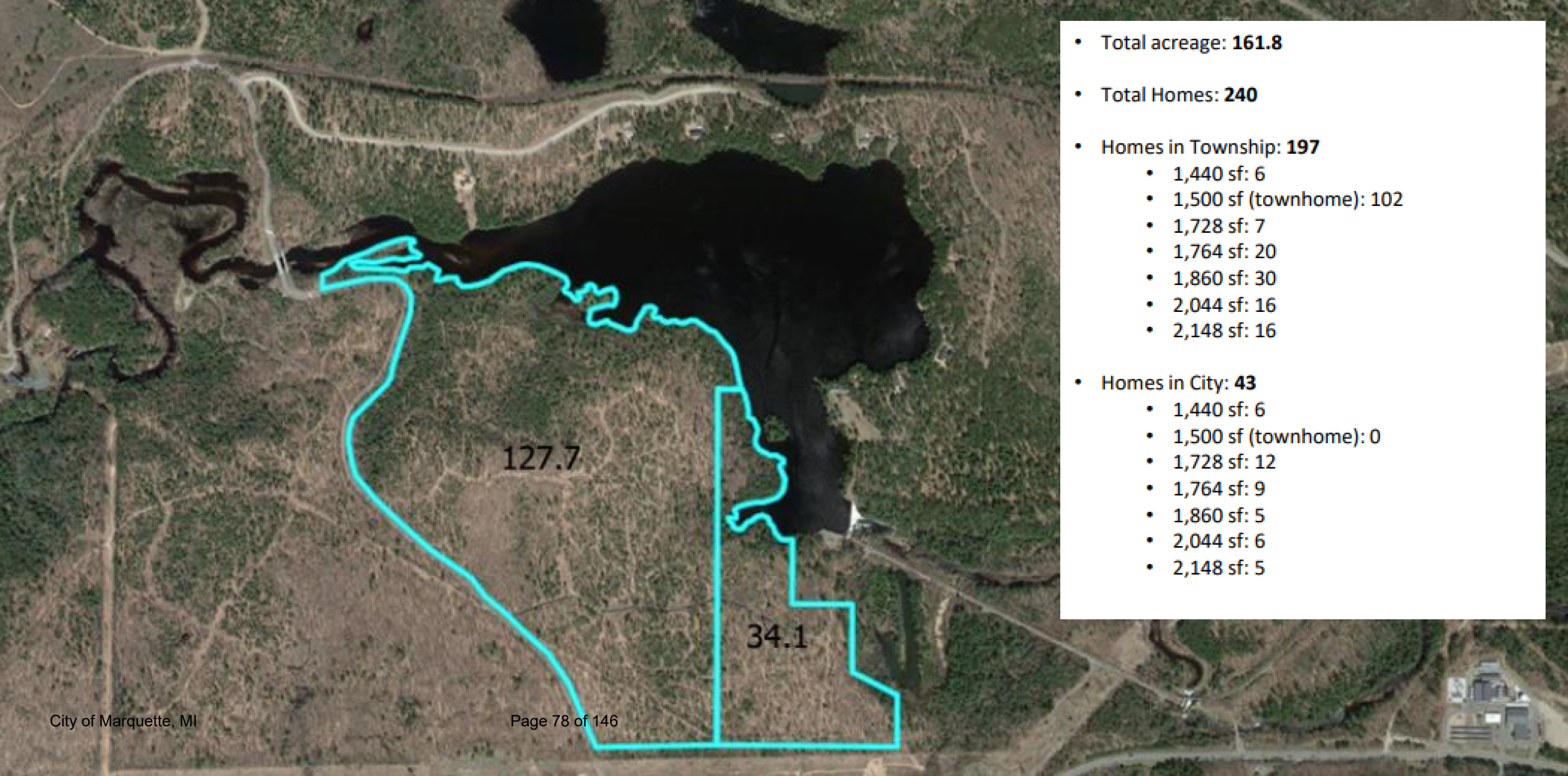
Drafted by:
Roger W. Zappa (P36610)
BENSINGER, COTANT & MENKES, P.C.
122 W. Bluff St.
Marquette, MI 49855
(906) 225-1000

- Total acreage: **161.8**

- Total Homes: **240**

- Homes in Township: **197**
    - 1,440 sf: 6
    - 1,500 sf (townhome): 102
    - 1,728 sf: 7
    - 1,764 sf: 20
    - 1,860 sf: 30
    - 2,044 sf: 16
    - 2,148 sf: 16

- Homes in City: **43**
    - 1,440 sf: 6
    - 1,500 sf (townhome): 0
    - 1,728 sf: 12
    - 1,764 sf: 9
    - 1,860 sf: 5
    - 2,044 sf: 6
    - 2,148 sf: 5



**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 12/12/2022

## Consent Agenda - Roll Call Vote
## Noquemanon Ski Marathon Trail Access Permit

## BACKGROUND:

The Noquemanon Trail Network (NTN) Council has requested a three-year permit to access City property for preparation and maintenance of a non-motorized recreational trail for the purpose of holding the Noquemanon Ski Marathon on January 28, 2023, January 27, 2024, and January 25, 2025. The permit allows access for preparation and clean-up the day prior and after the race each year. Staff worked with the City Attorney and NTN to develop the proposed permit.

## FISCAL EFFECT:

The NTN will reimburse the City for any damages to City property caused by the NTN's entry on the property for the purposes of the permit.

## RECOMMENDATION:

Approve the request from the Noquemanon Trails Network Council, and authorize the Mayor and Clerk to sign the permit.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

| | Description |
|---|---|
| 🗋 | Permit, Exhibit A and Insurance |

# PERMIT

The City of Marquette (City), a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, and the Noquemanon Trails Network Council (NTN), a Michigan non-profit organization, of P.O. Box 864, Marquette, MI 49855, enter into this agreement on December _______, 2022, subject to the following conditions:

Background. The City grants permission to the NTN to access its properties, as shown on the attached Exhibit A, to prepare and maintain a non-motorized recreational trail subject to the following terms and conditions as outlined in this permit.

1. <u>Grant of Permit.</u> Permission is granted by the City to access the property for trail preparation and maintenance of a non-motorized recreational trail ONLY for the specific purpose of holding the Noquemanon Ski Marathon. The City makes no warranty as to the condition of the property. The NTN specifically agrees to assume all risks associated with the trail preparation and maintenance of a non-motorized recreational trail. This trail is for non-motorized recreational use only, to include residents of the City and other members of the public. The NTN will use signage and other aids as appropriate to help prevent unauthorized use. The NTN may use motorized equipment to perform trail grooming and maintenance, as needed. Access is granted only to the City property noted on the attached map.

   Permission is granted to develop <u>trails up to sixteen feet (16')</u> in width as shown on the attached map. Any materials removed for the preparation of the trail, including timber, are to be left adjacent to the trail for habitat restoration in accordance with local ordinances and as directed by the City and NTN at their cost. Any merchantable timber removed, as determined by a City representative, will remain the possession of the City. The NTN is to leave the condition of the properties in the same or better condition as it was before entering the property for trail preparation and maintenance of a non-motorized recreational trail. There will be no interference by the NTN and/or the NTN's contractors or agents with any City operations on its property. It is further agreed that access by the City to its land shall be maintained at all times. The NTN agrees that there shall be no impairment of natural or installed drainage facilities occasioned by the aforementioned use of City property. The NTN must repair drainage aids and bridges or restore areas to their historic condition.

   The permission herein granted shall be for the period of January 27-29, 2023, January 26-28, 2024 and January 24-26, 2025. The City reserves the right to cancel and terminate this permit at any time. Upon written notice of such cancellation or termination, the NTN will immediately cease to use the property of the City.

2. <u>Reimbursement of Damages.</u> The NTN shall reimburse the City for any damages to the City's property caused by the NTN's entry on the property for the purpose of this license.

3. <u>Liability.</u> The NTN hereby releases, waives, discharges, and covenants not to sue the City, its departments, officers, employees, and agents from any and all liability to NTN, its officers, employees, and agents for all losses, injury, death or damage, and any claims or demands therefore, on account of injury to person or property, or resulting in death of

NTN's officers, employees, agents, guests, or participants whether caused by the City, its departments, officers, employees, or agents.

4. Indemnification. The NTN hereby covenants and agrees to indemnify and save harmless, the City, its departments, officers, employees, and agents from any and all claims and demands for all loss, injury, death or damage that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) this permit; (2) the activities authorized by this permit; and (3) the use or occupancy of the property which are the subject of this permit, as well as any other City property. This indemnification and save harmless agreement shall extend to all loss, injury, death or damage proximately caused or arising out of the negligence of the City, its departments, officers, employees, and agents.

   The NTN shall provide the City with a certificate of insurance naming the City as an additional insured with insurance coverage as noted below, stating that coverage afforded on their policies will not be canceled, limited or allowed to expire until after thirty (30) days written notice has been given to the City. The NTN shall maintain this coverage at all times during the performance of this agreement.

   - Comprehensive General Liability including contractual coverage with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate bodily injury and \$1,000,000 aggregate property damage, or \$1,000,000 Combined Single Limit.

   - If applicable, Workers Compensation coverage according to statute, including employers liability coverage with \$1,000,000 limit per accident.

   - If applicable, Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles with limits of \$1,000,000 per person, \$1,000,000 per accident bodily injury and \$1,000,000 property damage, or \$1,000,000 Combined Single Limit.

   Each sub-contractor, if any, shall be a named insured in the NTN's policies. The City shall be named an additional insured and loss payee on all NTN's insurance policies (except workmen's compensation insurance, in which the City will not be listed as additional insured or loss payees) and NTN's policies will be on an "occurrence" and not on a "claims made" basis. The NTN will file with the City, on or before the commencement of work and at least ten (10) days before the expiration date of expiring policies, such copies of either current policies or certificates or other proofs, as may reasonably be required to establish the NTN's insurance coverage in effect from time to time.

5. Compliance. The NTN shall, in the use and occupancy of City property, comply with all laws, ordinances, rules and regulations of the City and any other governmental bodies having jurisdiction over the operations of the NTN, or City business or occupation of City property.

6. Publicity. The NTN shall submit for review any publication referencing the City and the City's property as it pertains to the listed property. The NTN shall make all reasonable efforts to give favorable publicity to the City and its role in the listed trail as approved by the City.

efforts to give favorable publicity to the City and its role in the listed trail as approved by the City.

7. Organized Events. The NTN will notify the City no less than sixty (60) days prior to the scheduled event date to confirm its route and schedule. These events are organized and administered by the NTN.

IN WITNESS WHEREOF, the parties to this Permit have signed the document as the day and year first written above.

CITY OF MARQUETTE

By:______________________
Cody O. Mayer, Mayor

By:______________________
Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

______________________
Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

______________________
Suzanne C. Larsen
City Attorney

Noquemanon Trails Network Council

By: [signature]

Name: Nicole Denaro

Title: Race Coordinator

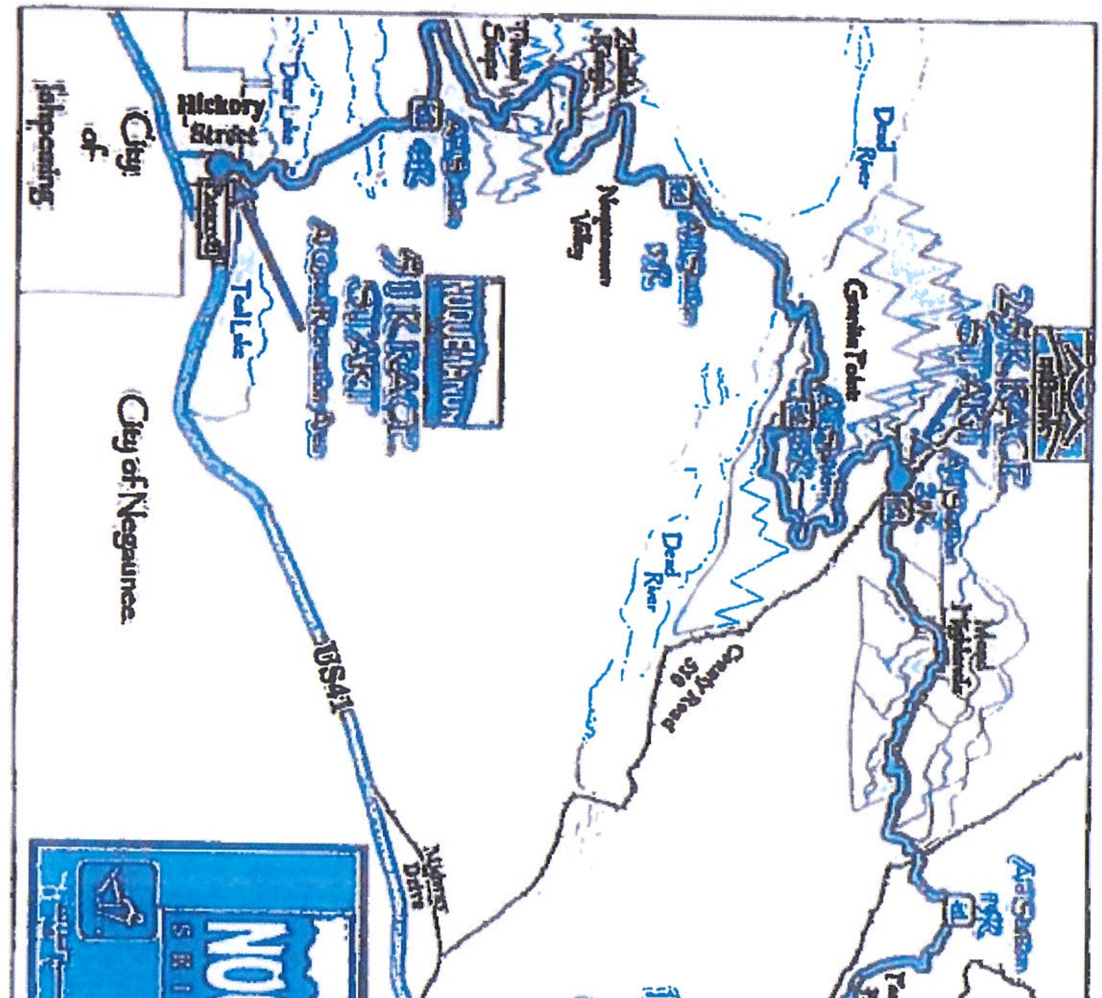

NOQUEMANON
SKI MARATHON
City of Negaunee
City of Ishpeming
City of Marquette
Lake Superior
Hickory Street
Dead River
US41
County Road 510
County Road 550
Wright Street
4th Street
Front Street

EXHIBIT A

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2022

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

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

**PRODUCER**
Marsh & McLennan Agency LLC
15561 Railroad Street
Hayward WI 54843

CONTACT NAME: Theresa Terry
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: theresa.terry@MarshMMA.com

**INSURED** NOQUETRAIL
Noquemanon Trails Network Council
PO Box 746
Marquette MI 49855

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Everest National Insurance Company | 10120 |
| INSURER B : Acuity Insurance | 14184 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**COVERAGES** CERTIFICATE NUMBER: 929277078 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE [ ] X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC; OTHER: | Y | | SI8GL01714221 | 11/1/2022 | 11/1/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY; [ ] ANY AUTO; [ ] OWNED AUTOS ONLY; X SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY | | | ZB5307 | 1/1/2022 | 1/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | [ ] UMBRELLA LIAB [ ] OCCUR; X EXCESS LIAB [ ] CLAIMS-MADE; DED [ ] RETENTION $ | | | SI8EX01455221 | 11/1/2022 | 11/1/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ]; If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | ZB5307 | 1/1/2022 | 1/1/2023 | X PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Marquette, its officers and employees are Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability coverage.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Scott Chapin

ACORD 25 (2016/03)

# City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 12/12/2022

## Consent Agenda - Roll Call Vote
## Superior Watershed Partnership - Lease

## BACKGROUND:

Superior Watershed Partnership (SWP) has requested the City renew their lease for office space at 2 Peter White Drive, commonly known as the caretaker's dwelling, at Presque Isle Park. In lieu of monetary rent, SWP shall be required to provide the City and/or its residents any combination of goods, services and funds not less than $18,272 annually, which has been determined to be fair market value. This amount will increase 3 percent each year for a term of five years.

## FISCAL EFFECT:

Rental proceeds of $18,272 in goods, services, or funds.

## RECOMMENDATION:

Move the renewal of the Lease Agreement with Superior Watershed Partnership for use of the City-owned facility at Presque Isle Park for a renewal period of five years to unfinished business at the next regular meeting.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

# LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ___________ 2022, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter ("Lessor" or "City"), and **SUPERIOR WATERSHED PARTNERSHIP**, a Michigan corporation, of 2 Peter White Drive, Marquette, Michigan 49855, hereinafter (collectively "Lessee").

## Recitals

A. Lessor is the owner of the following described premises situated and being in the City of Marquette, County of Marquette and State of Michigan, to wit:

That portion of Government Lot Five (5), Township Forty-Eight North (T48N), Range Twenty-Five West (R25W), Section Two (2).

B. Lessee desires to lease and Lessor is willing to lease to Lessee the area and building as outlined in red on Exhibit "A", commonly known as the caretaker's residence at Presque Isle, described above ("Premises") in accordance with the terms and conditions contained herein.

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

**1. Leased Premises**

1.1 Lessor leases to Lessee the "Premises" as shown on Exhibit "A".

1.2 Lessee shall be responsible for constructing all renovations as developed by Lessee and as may be necessary for Lessee's use of the Premises, 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 lease shall be August 20, 2022 through August 31, 2027. This lease may be renewed for an additional five (5) year term upon the mutual written agreement of Lessor and Lessee.

**3. Rent**

3.1 Lessor recognizes that Lessee has and continues to provide valuable benefit to the City of Marquette and its residents. Accordingly, as consideration for this Lease and in lieu of monetary rent, Lessee shall be required to provide to the City and/or its residents any combination of goods, services and funds in an amount not less than $18,272 per year, which has been deemed to be fair market rental value of the Premises. Lessee shall have sole discretion as to what combination shall be used in satisfaction of this rental amount. Lessee shall provide, to the City Manager or his or her designee (if so designated in writing by the City Manager) a written report of the services and funds provided by Lessee in satisfaction of the rental amount listed herein no later than 30 days following each annual anniversary of this agreement.

The rental amount due shall be increased 3% each year for the duration of this Lease.

This rental obligation is over and above Lessee's obligation to provide a report specifying how the funds contributed by the City to Lessee have been used. Lessee's use of the funds contributed by the City to Lessee may not, in any way, be used to satisfy the "rent" obligation required of Lessee herein.

3.2 Lessee shall be responsible for payment of all utilities, gas, electric, refuse, water and storm water fees for the Premises.

**4. Use of Leasehold Premises**

4.1 Lessee shall use the Premises only as office space, 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 Premises or any part of it (ordinary wear and tear excepted);

d) constitute a public or private nuisance;

e) permit noise or odors to be unreasonably dispelled from the Premises; or

f) permit refuse to accumulate in or around Premises.

**5. Maintenance and Repair**

5.1 Lessee shall be responsible for all cleaning of the Premises and all repairs to the Premises of any nature.

5.2 Lessee shall be solely responsible for the maintenance and repair of all fixtures, furniture and equipment and keep them in a safe condition and good repair.

5.3 All signage used by Lessee shall be maintained in good condition and repair.

**6. Insurance and Indemnity**

6.1 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 Premises and contents therein. Lessor will provide Lessee with a copy of any and all relevant insurance policies.

6.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased without prior written permission from Lessor.

6.3 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.

6.4 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 and any common area by Lessee, its employees, agents invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars ($1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars ($500,000.00) for property damage. Lessee shall also maintain fire and casualty insurance in an amount not less than the fair market value of the building located on the Premises. Lessee shall 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.

6.5 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.

## 7. Damage by Fire or Other Causes

7.1 If the Premises is partially damaged by fire or other peril, the damage shall be repaired by Lessee at Lessee's expense.

## 8. Assignment/Subletting

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

8.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.

8.3 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.

**9. Covenant of Quiet Enjoyment**

9.1 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.

**10. Lessor's Right to Perform Lessee's Obligation**

10.1 If Lessee defaults in any term 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.

**11. Default by Lessee**

11.1 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.

11.2 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.

11.3 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.

## 12. Surrender of Leasehold Upon Termination of Lease

12.1 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.

12.2 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.

## 13. Miscellaneous

13.1 The parties acknowledge that the City receives the electric bill for the Premises, and that the City passes the bill on to Lessee for payment. Lessee agrees that if Lessee's solar arrays generate more power than Lessee uses, on an annual basis, the City shall retain any credits resulting therefrom, and the right to use them any way City chooses to do so.

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

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

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

**SUPERIOR WATERSHED PARTNERSHIP**

Carl Lindquist

By: CARL LINDQVIST
Its: SWP EXEC. DIRECTOR

**CITY OF MARQUETTE**

Cody O. Mayer, Mayor

Kyle Whitney, Clerk

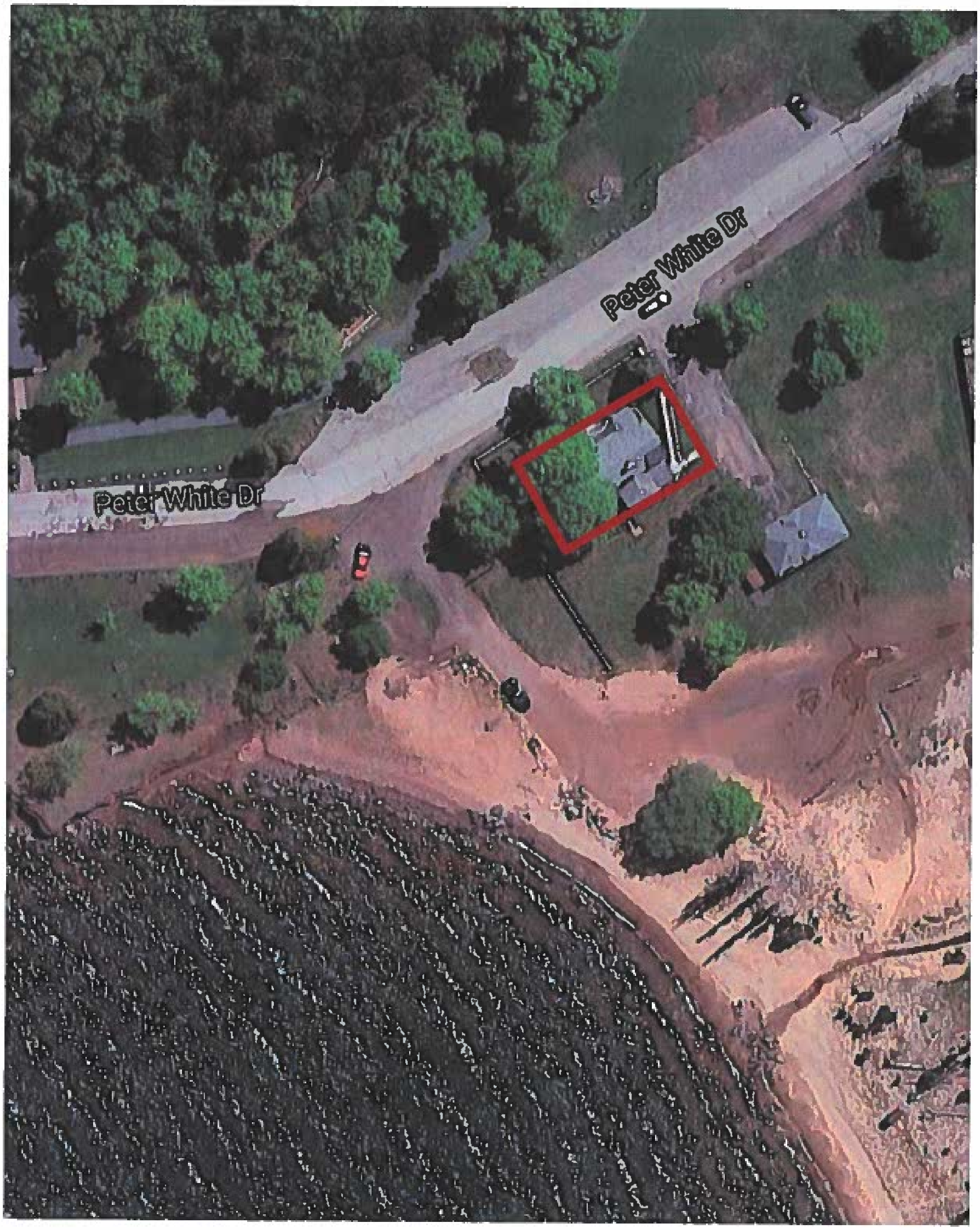
APPROVED AS TO CONTENT

Karen M. Kovacs, City Manager

APROVED AS TO FORM

Suzanne C. Larsen, City Attorney

EXHIBIT A



# CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 11/22/2022

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

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

**PRODUCER**
VAST
300 South Front Street
Marquette MI 49855

CONTACT NAME: John Balmat
PHONE (A/C, No, Ext): (906) 315-7237 FAX (A/C, No): (906) 228-5385
E-MAIL ADDRESS: johnb@vastsolution.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Auto Owners Insurance Company | 18988 |
| INSURER B : | Accident Fund Ins. Co of Am. | 10166 |
| INSURER C : | Crum & Forester | 44520 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**
Superior Watershed Partnership
DBA: Great Lakes Conservation Corps
9 Peter White Drive9 Peter White Drive
Marquette MI 49855

## COVERAGES

**CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC; OTHER: | Y | Y | 33045064 | 06/01/2022 | 06/01/2023 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ Excluded |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY; [X] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | 4814532301 | 05/16/2022 | 05/16/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ 3,000 |
| | | | | | | | Underinsured motorist BI | $ 1,000,000 |
| | [ ] UMBRELLA LIAB [ ] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ]; If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WCV6102996 | 08/01/2022 | 08/01/2023 | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| C | | | | | | | | |

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

City of Marquette is additional insured in regards to the general liability per form CG2012 04-13 when signed agreement is in place. Waiver of subrogation is in favor of the certificate holder in regards to the general liability per form 55091 05-17 when signed agreement is in place. 30 day notice of cancellation applies to certificate holder. All coverages are subject to insurance policy terms and conditions.

As of 11/22/2022, Superior Watershed Partnership is paid up-to-date on all policies.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

John Balmat

# City of Marquette, MI
300 West Baraga Avenue
Marquette, MI 49855


**Agenda Date:** 12/12/2022

## Consent Agenda - Roll Call Vote
## Xerox Lease Renewal

## BACKGROUND:
The City is in the fourth year of a five-year lease agreement with Image Makers, Inc. for Xerox multi-function devices (MFDs). Xerox is a MiDeal contractor and the City is satisfied with the performance of the equipment and service. Image Makers, Inc. is allowing the City to renew the contract a year early to make changes to some models which will satisfy usage needs. This will result in a small drop in price for the City. All machines will be replaced, and a new five-year contract, beginning February 1, 2023, will be executed.

Xerox has been experiencing shipping delays of up to 12 months. If the machines are not delivered by the end of February 2023, the company will only charge the City for usage on the current machines until the new machines arrive. This would result in a monthly savings of up to approximately $1,680.

## FISCAL EFFECT:
There will be no additional costs with this action. The fiscal effect of replacing the MFD fleet early is a net savings of $65.20 over the five-year contract, with the potential to save up to $1,680 per month until the new equipment arrives.

## RECOMMENDATION:
Approve a five-year lease agreement with Image Makers, Inc. to upgrade the City's fleet of multi-function devices using MiDeal contract rates effective February 1, 2023, and authorize the City Manager or her designee sign the agreement.

## ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:

Description

- Color Renewal Lease Agreement
- Desktop Mono Renewal Lease Agreement
- Large Mono Renewal Lease Agreement
- Wastewater Treatment Plant Renewal Lease Agreement

# Lease Agreement

Customer: MARQUETTE, CITY OF

BillTo: CITY OF MARQUETTE
ATTN TODD CARRUTH
300 W BARAGA AVE
MARQUETTE, MI 49855-4712

Install: CITY OF MARQUETTE
MAIL ROOM
300 W BARAGA AVE
MARQUETTE, MI 49855-4712

State or Local Government Negotiated Contract : 072788500

## Solution

| Product Description<br>Item | Agreement Information | Trade Information | Requested Install Date |
|---|---|---|---|
| **1. C8170H (XEROX C8170H)**<br>- Br Booklet Mk-2/3 Hp<br>- High Capacity Feeder<br>- Customer Ed | Lease Term: 60 months<br>Purchase Option: FMV | - Xerox C8070 S/N 6TB449069 Trade-In as of Payment 48 | 1/9/2023 |
| **2. C8145H (XEROX C8145H)**<br>- Office Finisher<br>- Customer Ed | Lease Term: 60 months<br>Purchase Option: FMV | - Xerox C8045 S/N 8TB615234 Trade-In as of Payment 48 | 1/9/2023 |

## Monthly Pricing

| Item | Lease<br>Minimum Payment | Print Charges<br>Meter | Volume Band | Per Print Rate | Maintenance Plan Features |
|---|---|---|---|---|---|
| 1. C8170H | $227.80 | 1: Black and White Impressions | All Prints | $0.0055 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | $0.0483 | |

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 9 pages including this face page.

Signer: Jen LePage

Phone: (906)225-4358

Signature: ______________________ Date: __________

Thank You for your business!
This Agreement is proudly presented by Xerox and

**Kevin Moyer**
**(906)869-9451**

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

xerox™

## Monthly Pricing (Cont'd)

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 2. C8145H | $145.14 | 1: Black and White Impressions | All Prints | $0.0069 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | $0.0483 | |
| Total | $372.94 | Minimum Payments (Excluding Applicable Taxes) | | | |

# Lease Agreement

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BillTo: CITY OF MARQUETTE
ATTN TODD CARRUTH
300 W BARAGA AVE
MARQUETTE, MI 49855-4712

Install: CITY OF MARQUETTE
FIRE HALL #1
418 S 3RD ST
MARQUETTE, MI 49855-4739

State or Local Government Negotiated Contract : 072788500

## Solution

| Product Description<br>Item | Agreement Information | | Trade Information | Requested Install Date |
|---|---|---|---|---|
| **1. C8130H (XEROX C8130H)**<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox C8030 S/N 3TX407301<br>Trade-In as of Payment 48 | 1/9/2023 |

## Monthly Pricing

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 1. C8130H | $115.63 | 1: Black and White Impressions | All Prints | $0.0069 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | $0.0483 | |
| Total | $115.63 | Minimum Payments (Excluding Applicable Taxes) | | | |

# Lease Agreement

BillTo: CITY OF MARQUETTE
ATTN TODD CARRUTH
300 W BARAGA AVE
MARQUETTE, MI 49855-4712

Install: CITY OF MARQUETTE
ARTS & CULTURE
CENTER
217 N FRONT ST
MARQUETTE, MI 49855-4220

State or Local Government Negotiated Contract : 072788500

## Solution

| Item / Product Description | Agreement Information | | Trade Information | Requested Install Date |
|---|---|---|---|---|
| **1. C8130H (XEROX C8130H)**<br>- Br Booklet Mk-2/3 Hp<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox C8130 S/N ELQ588144 Trade-In as of Payment 48 | 1/9/2023 |

## Monthly Pricing

| Item | Lease Minimum Payment | Print Charges Meter | Volume Band | Per Print Rate | Maintenance Plan Features |
|---|---|---|---|---|---|
| 1. C8130H | $177.94 | 1: Black and White Impressions | All Prints | $0.0069 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | $0.0483 | |
| Total | $177.94 | Minimum Payments (Excluding Applicable Taxes) | | | |

# Lease Agreement

| | | | |
|---|---|---|---|
| BillTo: | CITY OF MARQUETTE<br>ATTN TODD CARRUTH<br>300 W BARAGA AVE<br>MARQUETTE, MI 49855-4712 | Install: | CITY OF MARQUETTE<br>MSC<br>COMMUNITY DEVELOPMNT<br>1100 WRIGHT ST<br>MARQUETTE, MI 49855 |

State or Local Government Negotiated Contract : 072788500

## Solution

| Item / Product Description | Agreement Information | Trade Information | Requested Install Date |
|---|---|---|---|
| **1. C8130H (XEROX C8130H)**<br>- Office Finisher<br>- Customer Ed | Lease Term: 60 months<br>Purchase Option: FMV | - Xerox C8030 S/N 3TX407471 Trade-In as of Payment 48 | 1/9/2023 |

## Monthly Pricing

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 1. C8130H | $111.52 | 1: Black and White Impressions | All Prints | $0.0069 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | $0.0483 | |
| Total | $111.52 | Minimum Payments (Excluding Applicable Taxes) | | | |

# Lease Agreement

BillTo: CITY OF MARQUETTE
ATTN TODD CARRUTH
300 W BARAGA AVE
MARQUETTE, MI 49855-4712

Install: CITY OF MARQUETTE
COMMUNITY SVCS
LAKEVIEW ARENA
401 E FAIR AVE
MARQUETTE, MI 49855-2951

State or Local Government Negotiated Contract : 072788500

## Solution

| Item / Product Description | Agreement Information | | Trade Information | Requested Install Date |
|---|---|---|---|---|
| **1. C8130H (XEROX C8130H)**<br>- Office Finisher<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox C8030 S/N 3TX409490 Trade-In as of Payment 47 | 1/9/2023 |

## Monthly Pricing

| Item | Lease Minimum Payment | Print Charges Meter | Volume Band | Per Print Rate | Maintenance Plan Features |
|---|---|---|---|---|---|
| 1. C8130H | $134.18 | 1: Black and White Impressions | All Prints | $0.0069 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | $0.0483 | |
| Total | $134.18 | Minimum Payments (Excluding Applicable Taxes) | | | |

# Lease Agreement

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BillTo: CITY OF MARQUETTE
ATTN TODD CARRUTH
300 W BARAGA AVE
MARQUETTE, MI 49855-4712

Install: CITY OF MARQUETTE
MSC ENGINEERING
1100 WRIGHT ST
MARQUETTE, MI 49855

State or Local Government Negotiated Contract : 072788500

## Solution

| Item / Product Description | Agreement Information | | Trade Information | Requested Install Date |
|---|---|---|---|---|
| **1. C8130H (XEROX C8130H)**<br>- Office Finisher<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox C8035 S/N 3TX407454 Trade-In as of Payment 48 | 1/9/2023 |

## Monthly Pricing

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 1. C8130H | $134.61 | 1: Black and White Impressions | All Prints | $0.0069 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | $0.0483 | |
| Total | $134.61 | Minimum Payments (Excluding Applicable Taxes) | | | |

# Lease Agreement

BillTo: CITY OF MARQUETTE
ATTN TODD CARRUTH
300 W BARAGA AVE
MARQUETTE, MI 49855-4712

Install: CITY OF MARQUETTE
MSC ADMIN
1100 WRIGHT ST FL 2
MARQUETTE, MI 49855

State or Local Government Negotiated Contract : 072788500

## Solution

| Item / Product Description | Agreement Information | | Trade Information | Requested Install Date |
|---|---|---|---|---|
| **1. C8130H (XEROX C8130H)**<br>- Envelope Tray<br>- Office Finisher<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox C8045 S/N 8TB613600 Trade-In as of Payment 43 | 1/9/2023 |

## Monthly Pricing

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 1. C8130H | $145.49 | 1: Black and White Impressions | All Prints | $0.0069 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | $0.0483 | |
| Total | $145.49 | Minimum Payments (Excluding Applicable Taxes) | | | |

Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**PRICING PLAN/OFFERING SELECTED:**

**4. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**5. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

**GENERAL TERMS & CONDITIONS:**

**6. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

# Lease Agreement

xerox™

Customer: MARQUETTE, CITY OF

| | | | |
|---|---|---|---|
| BillTo: | CITY OF MARQUETTE<br>ATTN TODD CARRUTH<br>300 W BARAGA AVE<br>MARQUETTE, MI 49855-4712 | Install: | CITY OF MARQUETTE<br>CITY MANAGER<br>300 W BARAGA AVE<br>MARQUETTE, MI 49855-4712 |

State or Local Government Negotiated Contract : 072788500

## Solution

| Item / Product Description | Agreement Information | Trade Information | Requested Install Date |
|---|---|---|---|
| **1. B405DN (XEROX B405DN)**<br>- Customer Ed | Lease Term: 60 months<br>Purchase Option: FMV | - Xerox B405 S/N 9HB368471<br>Trade-In as of Payment 48 | 1/9/2023 |
| **2. B405DN (XEROX B405DN)**<br>- Customer Ed | Lease Term: 60 months<br>Purchase Option: FMV | - Xerox B405 S/N 9HB368472<br>Trade-In as of Payment 48 | 1/9/2023 |
| **3. B405DN (XEROX B405DN)**<br>- Customer Ed | Lease Term: 60 months<br>Purchase Option: FMV | - Xerox B405 S/N 9HB369735<br>Trade-In as of Payment 48 | 1/9/2023 |
| **4. B405DN (XEROX B405DN)**<br>- Customer Ed | Lease Term: 60 months<br>Purchase Option: FMV | - Xerox B405 S/N 9HB372316<br>Trade-In as of Payment 48 | 1/9/2023 |
| **5. B405DN (XEROX B405DN)**<br>- Customer Ed | Lease Term: 60 months<br>Purchase Option: FMV | - Xerox B405 S/N 9HB971988<br>Trade-In as of Payment 48 | 1/9/2023 |

## Monthly Pricing

| Item | Lease Minimum Payment | Print Charges Meter | Volume Band | Per Print Rate | Maintenance Plan Features |
|---|---|---|---|---|---|
| 1. B405DN | $21.41 | 1: Black and White Impressions | 1 - 300<br>301+ | Included<br>$0.0119 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: Jen LePage    Phone: (906)225-4385

Signature: ______________________    Date: ____________

Thank You for your business!
This Agreement is proudly presented by Xerox and

**Kevin Moyer**
**(906)869-9451**

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Monthly Pricing (Cont'd)

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 2. B405DN | $21.37 | 1: Black and White Impressions | 1 - 300<br>301+ | Included<br>$0.0119 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| 3. B405DN | $21.26 | 1: Black and White Impressions | 1 - 300<br>301+ | Included<br>$0.0119 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| 4. B405DN | $21.26 | 1: Black and White Impressions | 1 - 300<br>301+ | Included<br>$0.0119 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| 5. B405DN | $20.18 | 1: Black and White Impressions | 1 - 300<br>301+ | Included<br>$0.0119 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| Total | $105.48 | Minimum Payments (Excluding Applicable Taxes) | | | |

# Lease Agreement

xerox™

BillTo: CITY OF MARQUETTE
ATTN TODD CARRUTH
300 W BARAGA AVE
MARQUETTE, MI 49855-4712

Install: CITY OF MARQUETTE
MSC MOTOR POOL
1100 WRIGHT ST
MARQUETTE, MI 49855

State or Local Government Negotiated Contract : 072788500

## Solution

| Item / Product Description | Agreement Information | | Trade Information | Requested Install Date |
|---|---|---|---|---|
| **1. B405DN (XEROX B405DN)**<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox B405 S/N 9HB372319<br>Trade-In as of Payment 48 | 1/9/2023 |

## Monthly Pricing

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 1. B405DN | $21.67 | 1: Black and White Impressions | 1 - 300<br>301+ | Included<br>$0.0119 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| Total | $21.67 | Minimum Payments (Excluding Applicable Taxes) | | | |




1 2 0 8 9 3 0 0 1 0 0 3 0 0 4 0

Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**PRICING PLAN/OFFERING SELECTED:**

**4. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**5. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

**GENERAL TERMS & CONDITIONS:**

**6. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

# Lease Agreement

xerox™

Customer: MARQUETTE, CITY OF

| BillTo: | | Install: | |
|---|---|---|---|
| | CITY OF MARQUETTE<br>ATTN TODD CARRUTH<br>300 W BARAGA AVE<br>MARQUETTE, MI 49855-4712 | | CITY OF MARQUETTE<br>HUMAN RESOURCES<br>300 W BARAGA AVE<br>MARQUETTE, MI 49855-4712 |

State or Local Government Negotiated Contract : 072787800

## Solution

| Product Description<br>Item | Agreement Information | | Trade Information | Requested Install Date |
|---|---|---|---|---|
| **1. B8145H (XEROX B8145H)**<br>- Envelope Tray<br>- Office Finisher<br>- 2/3 Hole Punch<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox B8045 S/N Y4X857051<br>Trade-In as of Payment 44 | 1/9/2023 |
| **2. B8145H (XEROX B8145H)**<br>- Office Finisher<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox B8045 S/N Y4X857818<br>Trade-In as of Payment 48 | 1/9/2023 |
| **3. B8155H (XEROX B8155H)**<br>- Envelope Tray<br>- Office Finisher<br>- 2/3 Hole Punch<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox B8055 S/N Y4X857033<br>Trade-In as of Payment 44 | 1/9/2023 |

## Monthly Pricing

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 1. B8145H | $178.37 | 1: Black and White Impressions | 1 - 9,000<br>9,001+ | Included<br>$0.0062 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: Jen LePage

Phone: (906)225-4358

Signature: ______________________

Date: ____________

Thank You for your business!
This Agreement is proudly presented by Xerox and

**Kevin Moyer**
**(906)869-9451**

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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## Monthly Pricing (Cont'd)

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 2. B8145H | $168.21 | 1: Black and White Impressions | 1 - 9,000<br>9,001+ | Included<br>$0.0062 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| 3. B8155H | $190.26 | 1: Black and White Impressions | 1 - 15,000<br>15,001+ | Included<br>$0.0046 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| Total | $536.84 | Minimum Payments (Excluding Applicable Taxes) | | | |

Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**PRICING PLAN/OFFERING SELECTED:**

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# Lease Agreement

xerox™

Customer: MARQUETTE, CITY OF

BillTo: CITY OF MARQUETTE
ATTN TODD CARRUTH
300 W BARAGA AVE
MARQUETTE, MI 49855-4712

Install: CITY OF MARQUETTE
WASTEWATER TREATMENT
PLANT
1930 US HIGHWAY 41 S
MARQUETTE, MI 49855-9131

State or Local Government Negotiated Contract : 072788500

## Solution

| Item / Product Description | Agreement Information | | Trade Information | Requested Install Date |
|---|---|---|---|---|
| **1. B8145H (XEROX B8145H)**<br>- Office Finisher<br>- Customer Ed | Lease Term:<br>Purchase Option: | 60 months<br>FMV | - Xerox B8045 S/N Y4X857041<br>Trade-In as of Payment 48 | 1/9/2023 |

## Monthly Pricing

| Item | Lease | Print Charges | | | Maintenance Plan Features |
|---|---|---|---|---|---|
| | Minimum Payment | Meter | Volume Band | Per Print Rate | |
| 1. B8145H | $152.65 | 1: Black and White Impressions | All Prints | $0.0062 | - Consumable Supplies Included for all prints<br>- Pricing Fixed for Term |
| Total | $152.65 | Minimum Payments (Excluding Applicable Taxes) | | | |

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement
which consists of 2 pages including this face page.

Signer: Jen LePage Phone: (906)225-4358

Signature: ______________________ Date: ____________

Thank You for your business!
This Agreement is proudly presented by Xerox and

**Kevin Moyer**
**(906)869-9451**

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

xerox™

Terms and Conditions

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**PRICING PLAN/OFFERING SELECTED:**

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**GENERAL TERMS & CONDITIONS:**

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## City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

---

**Agenda Date:** 12/12/2022

## New Business
## Police Labor Union Wages

## BACKGROUND:

On Nov. 29, 2021, the City Commission approved a new two-year agreement with the Marquette Professional Police Association - Police Officers Association of Michigan (POAM). The agreement included a 2% wage increase for year one and a wage reopener in 2022. Through mediation, the parties have agreed upon a 3% wage increase for year two (2022) retroactive to October 1, 2022.

## FISCAL EFFECT:

A 3% increase retroactive to October 1 equates to a cost of roughly $62,300. This will require a budget amendment.

## RECOMMENDATION:

Approve the Marquette Professional Police Association's 3% wage increase effective October 1, 2022.

## ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

**City of Marquette, MI**
300 West Baraga Avenue
Marquette, MI 49855

---

**Agenda Date:** 12/12/2022

## New Business
## Notice of Intent Resolution - Fiscal Year 2023 Solids Handling Improvement CWSRF Bonds - Roll Call Vote

### BACKGROUND:
The Marquette City Commission approved an application for funding assistance from the clean water state revolving fund (SRF) on May 10, 2020, for the wastewater plant solids handling project. On May 10, 2021, the City Commission authorized a notice of intent to issue revenue bonds for the project for an amount not-to-exceed $8,500,000. The bids came in over budget and it was decided to reapply for State funding and bid the project out in 2023.

The City has received funding for a SRF loan for $11,715,000 which included 50% loan forgiveness. The City's bond counsel has suggested the City Commission authorize a notice of intent to issue an additional $6,800,000 in revenue bonds to fund the project. To move forward with issuing Clean Water State Revolving Fund (CWSRF) bonds a resolution must be approved that will authorize a "notice of intent" to be published.

### FISCAL EFFECT:
A debt-service schedule will be produced when the bonds are issued.

### RECOMMENDATION:
Approve a notice of intent resolution to start the process of issuing additional Clean Water State Revolving Fund Bonds for a not-to-exceed amount of $6,800,000 for the solids handling improvement project.

### ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:

Description
- Resolution Letter

**RESOLUTION AUTHORIZING PUBLICATION OF SUPPLEMENTAL NOTICE OF INTENT TO ISSUE BONDS**
**(2023 CWSRF BONDS)**

____________________________________

**CITY OF MARQUETTE**
**COUNTY OF MARQUETTE**
**STATE OF MICHIGAN**

____________________________________

Minutes of a regular meeting of the City Commission of the City of Marquette, County of Marquette, State of Michigan, held on December 12, 2022, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Members ____________________________________________________________

__________________________________________________________________

ABSENT: Members_____________________________________________________________

The following preamble and resolution were offered by Member: ___________________ and supported by Member: ____________________:

WHEREAS, the City of Marquette, County of Marquette, State of Michigan (the "City"), has determined that it is necessary for the public health, safety and welfare of the City to acquire, construct, furnish and equip improvements to the water supply and sewage disposal system of the City (the "System"), including construction of wastewater treatment facility buildings and concrete basins including sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical and instrumentation and control, together with all related appurtenances and attachments thereto (the "Project"); and

WHEREAS, the City has been advised by the Michigan Department of Environment, Great Lakes and Energy ("EGLE") that financial assistance to accomplish the acquisition and construction of all or a portion of the Project is available through the Clean Water State Revolving Fund ("CWSRF") loan program administered by the EGLE and the Michigan Finance Authority (the "MFA"); and

WHEREAS, the City has made application for participation in the CWSRF loan program; and

WHEREAS, the Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), provides a means for financing the purchase, acquisition, construction, improvement, enlargement, extension and repair of public improvements such as the Project through the issuance of revenue bonds; and

WHEREAS, a notice of intent to issue revenue bonds must be published before the issuance of bonds in order to comply with the requirements of Section 33 of Act 94; and

WHEREAS, by resolution adopted on May 10, 2021, the City Commission authorized the publication of a notice of intent to issue revenue bonds for the Project in the principal amount of not to exceed $8,500,000 (the "Prior Notice"), and such Prior Notice was thereafter published in

*The Mining Journal* on May 14, 2021; and

WHEREAS, due to increases in the estimated costs of the Project, it is necessary for the City to authorize publication of a supplemental notice of intent to issue revenue bonds for the Project pursuant to the provisions of Act 94, in the additional principal amount of not to exceed Six Million Eight Hundred Thousand Dollars ($6,800,000) (the "Additional Bonds"), which notice shall provide additional and supplemental borrowing authority for the Project and shall be in addition to any remaining borrowing authorization under the Prior Notice; and

WHEREAS, the total amount of bonds to be issued to finance the acquisition and construction of the Project shall not exceed Fifteen Million Three Hundred Thousand Dollars ($15,300,000); and

WHEREAS, the City intends at this time to state its intention to be reimbursed from proceeds of the bonds for any expenditures undertaken by the City for the Project prior to issuance of the bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue the Additional Bonds in *The Mining Journal*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a display advertisement not less than one quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. The City Commission does hereby determine that the foregoing form of Notice of Intent to issue the Additional Bonds, and the manner of publication directed, is adequate notice to the electors of the City and users of the System, and is the method best calculated to give them notice of the City's intent to issue the Additional Bonds, the purpose of the Additional Bonds, the security for the Additional Bonds, and the right of referendum of the electors with respect thereto, and that the provision of forty-five (45) days within which to file a referendum petition is adequate to insure that the City's electors may exercise their legal rights of referendum, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) As of the date hereof, the City reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the City.

(b) The expenditures described in this paragraph (b) are for the costs of acquiring the Project which were paid or will be paid subsequent to sixty (60) days prior to the date hereof from the Water Supply and Sewage Disposal System funds of the City.

(c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is $6,800,000.

(d) A reimbursement allocation of the expenditures described in (b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the related Project are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Project to reimburse the City for a capital expenditure made pursuant to this resolution.

5. The City hereby confirms the retention of Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel in connection with the Bonds. The City has been advised that Miller Canfield has represented the MFA in the past and may be representing the MFA presently in connection with various matters including the CWSRF loan program and the City consents to the representation of the MFA by Miller Canfield in connection with the CWSRF loan program that may be utilized by the City in connection with the Bonds.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Members:______________________________________________

______________________________________________

NAYS: Members:______________________________________________

RESOLUTION DECLARED ADOPTED.

______________________________

Kyle Whitney
City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Commission of the City of Marquette, County of Marquette, State of Michigan, at a regular meeting held on December 12, 2022, and that public notice of the meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by the Act.

______________________________

Kyle Whitney
City Clerk

## EXHIBIT A

## NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF MARQUETTE AND TO USERS OF THE CITY'S WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM OF INTENT TO ISSUE REVENUE BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City Commission of the City of Marquette, County of Marquette, Michigan, intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in one or more series in a total amount not to exceed Six Million Eight Hundred Thousand Dollars ($6,800,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip improvements to the water supply and sewage disposal system of the City (the "System") including construction of wastewater treatment facility buildings and concrete basins including sitework, yard piping, structural, architectural, process piping and equipment, plumbing, heating, ventilation, air conditioning, electrical and instrumentation and control and all related appurtenances and attachments (the "Project"). The City previously published a notice of intent to issue bonds for the Project on May 14, 2021 in an amount not to exceed Eight Million Five Hundred Thousand Dollars ($8,500,000) (the "Prior Notice"). This principal amount of bonds to be issued and sold pursuant to this notice is in addition to the principal amount of bonds to be issued and sold pursuant to the Prior Notice.

## SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS SHALL BE PAYABLE from the revenues received by the City from the operations of the Water Supply and Sewage Disposal System except as provided below in the case of bonds sold to the Michigan Finance Authority in connection with the State of Michigan's Clean Water State Revolving Fund program. The revenues will consist of rates and charges billed to the users of the System, a schedule of which is presently on file in the office of the City Clerk. The rates and charges may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the system, to pay the principal of and interest on the bonds and to pay other obligations of the System.

## BOND DETAILS

Each series of the revenue bonds will be payable in annual installments not to exceed thirty (30) in number and will bear interest at the rate or rates to be determined at public or private sale but in no event to exceed such rates as may be permitted by law on the unpaid balance from time to time remaining outstanding on the bonds.

## ADDITIONAL SOURCES OF PAYMENTS FOR BONDS SOLD TO MICHIGAN FINANCE AUTHORITY

IN THE EVENT THAT THE REVENUE BONDS ARE SOLD TO THE MICHIGAN FINANCE AUTHORITY, THE CITY MAY PLEDGE FOR THE PAYMENT OF THE BONDS MONEY RECEIVED OR TO BE RECEIVED BY THE CITY DERIVED FROM IMPOSITION OF TAXES BY THE STATE AND RETURNED OR TO BE RETURNED TO THE CITY AS PROVIDED BY LAW, except for money the use of which is prohibited for such purposes by the

State Constitution. The City may enter into an agreement providing for the payment of taxes, which taxes are collected by the State and returned to the City as provided by law, to the Michigan Finance Authority or a trustee, and such funds may be pledged for the payment of the revenue bonds.

IN ADDITION, IN THE EVENT THAT THE REVENUE BONDS ARE SOLD TO THE MICHIGAN FINANCE AUTHORITY, THE CITY MAY PLEDGE ITS LIMITED TAX FULL FAITH AND CREDIT AS SECURITY FOR THE REVENUE BONDS, IN WHICH EVENT DEBT SERVICE ON THE BONDS SHALL BE PAYABLE EITHER FROM REVENUES OF THE SYSTEM OR FROM AD VALOREM TAXES THAT MAY BE LEVIED ON ALL TAXABLE PROPERTY IN THE CITY, SUBJECT HOWEVER, TO CONSTITUTIONAL, STATUTORY AND CHARTER TAX RATE LIMITATIONS.

## RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33, Act 94, Public Acts of Michigan, 1933, as amended.

ADDITIONAL INFORMATION will be furnished at the office of the City Clerk upon request.

Kyle Whitney
City Clerk, City of Marquette

39962724.2/056371.00067

# City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

**Agenda Date:** 12/12/2022

## New Business

## Request to Purchase City-owned 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 located at 600 W. Spring Street (attached).

The City received one proposal from Marquette County Habitat for Humanity showing the development of six duplexes that would provide 12 housing units to households between 30% and 60% of the poverty threshold in Marquette County that meet the Marquette County Habitat for Humanity requirements.

The original proposal has been amended to eight single-family homes, as the City is unable to grant some aspects of the original proposal (ownership/maintenance of a newly created alley to Seventh Street, where access is not permitted).

The City Commission is being asked to review this proposal and determine whether or not it meets their intent for the issuance of the RFP. If so, adoption of the provided Resolution of Intent to Sell is required to begin negotiations.

### FISCAL EFFECT:

None by this action.

### RECOMMENDATION:

Review the proposal and consider the attached resolution.

### ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- RFP
- Proposal Letters
- Marquette County HFH Initial Proposal
- Marquette County HFH Revised Proposal
- Resolution

# Request for Proposals (RFP)

600 W. SPRING STREET
MARQUETTE, MICHIGAN

## Development Opportunity

The City of Marquette, Michigan seeks qualified, experienced and capable developer(s) with experience designing, building, and constructing, for the City-owned property at 600 W. Spring Street. The .85-acre vacant parcel provides an excellent opportunity for economic development withing walking distance of the downtown and core community services.

## General Information

The City of Marquette hereby requests proposals from qualified and experienced developer(s) interested in developing City-owned property. Information regarding the property is provided in the *Resources* section of this RFP.

## City Objectives

The City of Marquette desires to facilitate the construction of residential/mixed-use development that advances the objectives found in the City of Marquette Community Master Plan.

More specifically, the City is interested in proposals that would provide for "missing middle" housing as outlined in Appendix K of the aforementioned Master Plan.

## Submittal Requirements

Eligible respondents may include an entity or a team. Respondents that include multiple partners must include and identify a lead partner. The lead partner must have demonstrated experience and capacity in similar development, and shall provide detailed proof as described in the submission instructions.

**Please submit the following:**

1. **Statement of Interest:** Provide a statement of respondent(s) interest in development in the City of Marquette and understanding of the City Objectives.
2. **Respondent Qualifications:**
    a. **Project Team (including identifying the lead firm/manager)**
        i. Provide an organizational chart describing the entities and key personnel on the Respondent's team including resumes for lead personnel;
        ii. Age of each firm's business and number of employees;
        iii. Location of principal place of business.

b. **Provide a general description and examples of development history and experience:**
    i. The types of development should be of a similar scale conceptualized for development in the City of Marquette. Please include project specific:
        1. Location including photographs;
        2. Descriptions of referenced projects;
        3. Total development costs;
        4. Development type and size – i.e. number of units, residential/retail, etc.;
        5. Development team or team member's role in the project;
        6. Financing structure;
        7. Timeline to complete project form site control to occupancy;
        8. Community engagement (if any);
        9. Any additional information deemed necessary for consideration.

c. **Provide at least three letters of reference for each partner included on the project team from parties or agencies involved in the developments listed in section b.**

d. **Provide a statement confirming, if selected, your ability to start the project in calendar year 2023.**

3. **Financial Capacity:** While a project budget is not required at this stage, provide evidence and supporting documentation of the development team's financial condition, demonstrating the credit-worthiness and financial capacity of the principals, key partners and/or corporation(s) to secure financing for the project components. The City is not asking for a letter of intent or commitment by financial institutions as this time; however, documentation could include information such as letters of interest or intent from lending institutions or equity partners, financial statements showing sources of equity, letters of interest from key tenants, etc.
4. **Submission:** Submit three (3) hard copies of proposals to:

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

5. **Deadline:** September 2, 2022.
6. **Questions:** For additional information please contact Dennis Stachewicz at dstachewicz@marquettemi.gov or 906-225-8377.

**Disclosures and Changes to RFP Process**

*All proposals will become the property of the City of Marquette, and may be reproduced in full or in part and/or published for public review, and will not be returned to respondents. Proposals will become public records subject to FOIA.*

*The City of Marquette reserves the right to request additional information from respondents, reject any and all submittals, waive any irregularities in the submittal requirements, or cancel, suspend or amend the provisions of this RFP at any time. If such an action occurs, the City will notify all applicants, and any other parties requesting such notices, by posting updates online at* www.marquettemi.gov.

*The City of Marquette will not reimburse respondents for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.*

## Selection

Proposals will be reviewed by City Administration. If a proposal results in an approved project, the City and developer(s) will negotiate an agreement for conveyance and development of the project.

The agreement would set forth additional details regarding the property disposition, performance milestones for the developer(s), project development timeline, indemnity and insurance requirements, financing plan, and any other City requirements for development.

## Resources

1. **Community Information: Exhibit A**
2. **Property Map: Exhibit B**
3. **Property Summary: Exhibit C**
4. **Community Master Plan:** https://www.marquettemi.gov/wp-content/uploads/2022/05/Approved-2022-CMPwith-appendix-K-for-amendment_RFS-images-low-no-bookmarks-for-website.pdf
5. **Zoning Ordinance:** http://online.encodeplus.com/regs/marquette-mi/index.aspx

## Exhibit A

### Community Overview:

The City of Marquette is located in the central region of Michigan's Upper Peninsula on the shoreline of Lake Superior. With a population of 20,631, it is the U.P.'s largest community.

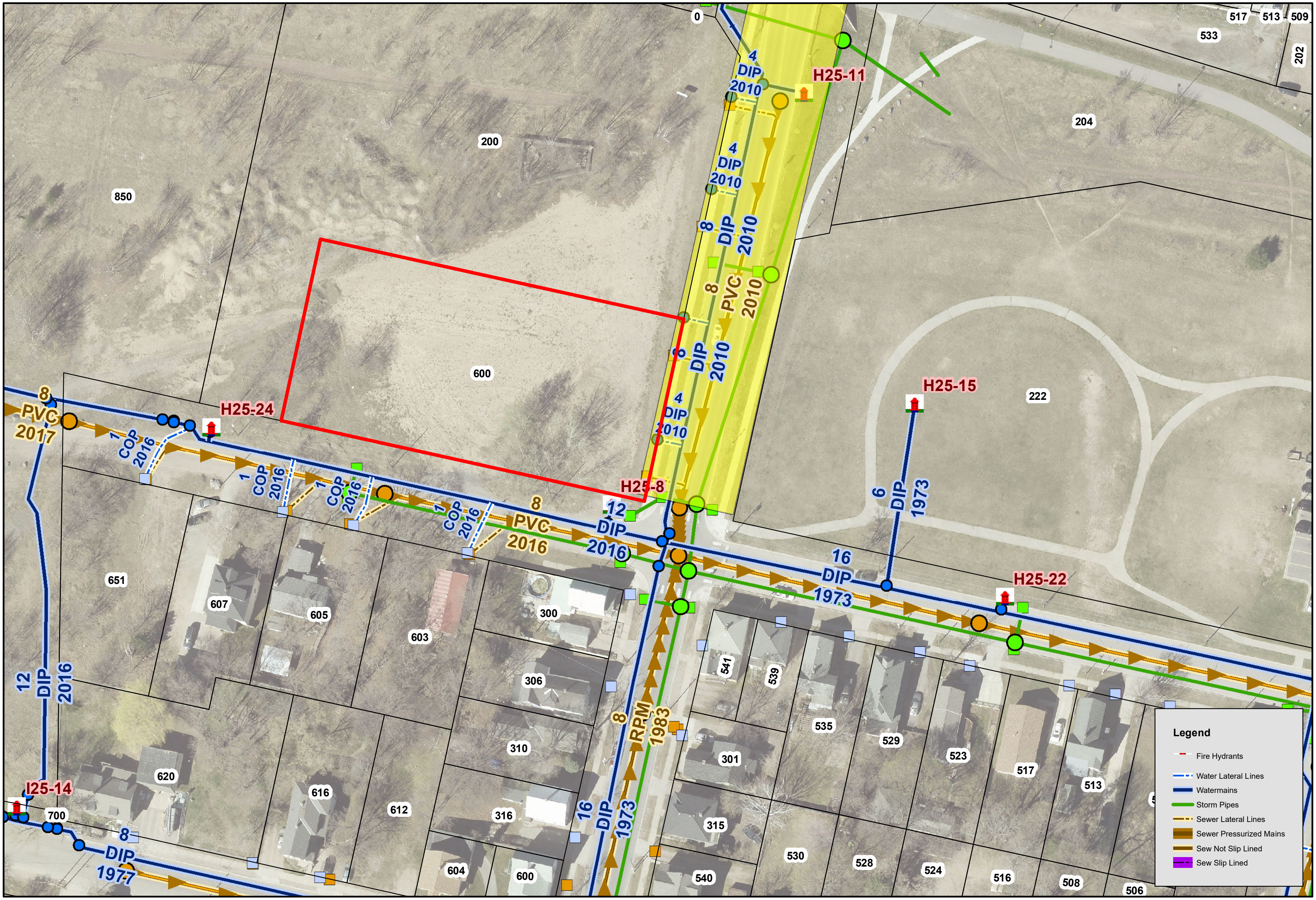
The City of Marquette is Michigan's premier walkable, livable, winter city. In addition to being a population center, it serves as the regional center for education, health care, recreation, and retail. This regional draw is associated with Northern Michigan University and U.P. Health System Marquette, both of which are located in the City of Marquette.

Marquette has a total land area of 7,385 acres and is home to a variety of valuable natural resources. Historically, the area's mineral resources attracted settlers to the region and supported a primarily resource-based economy. Other critical resources include the area's hydrology, particularly due to its location along the shoreline of Lake Superior. It also has heavily wooded areas and a hilly topography that add to its scenic charm.

The City of Marquette has a historic, traditional downtown which serves as the focal point of the community with not only lively retail activity, but also as a link to arts and culture. In the City's quest to become pedestrian-friendly, a non-motorized trail system was developed to connect most areas of the City (including the redevelopment parcel) to the downtown.

Today, Marquette's economy is primarily focused on service industries with a mix of natural resource industries such as mining and timber. This is, in large part, due to the University, the Hospital and other State facilities. Marquette continues to broaden its economic base, creating a greater diversity of sustainable employment opportunities for residents.

# Exhibit B - 600 W. Spring Street




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

N
W E
S
1 inch = 94 feet

## Exhibit C

| | |
|---|---|
| Site Name: | Spring Street Parcel |
| Address: | 600 W. Spring Street, Marquette, MI 49855/Marquette County |
| Land/Site: | .84 +/- acres |
| Description: | Former Industrial Site owned by the City of Marquette. The City of Marquette has undertaken significant steps to develop the greater portions of this property since first acquired in 1999. This includes environmental clean-up, infrastructure placement, and acting as a partner for the adjacent hospital development. Property has direct access to a transportation network and utilities, and is within walking distance of Downtown Marquette. |
| Infrastructure: | Water, Sewer, Natural Gas, and Municipal Electricity available at site |
| Nearest Airport: | Sawyer International – 16 Miles |
| Nearest Interstate: | I-75 – 156 Miles |
| Nearest Highway: | US-41/M-28 – 0 Miles |

Marquette County Habitat for Humanity®

2354 US 41 S
Marquette, MI 49855
(906) 228-3578
FAX (906) 228-2314
TTY: 711

info@mqthabitat.org
www.mqthabitat.org



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,

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 | 1,063,460 | 751,820 |
| 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 | 290,127 | 254,830 |
| Total Current Assets | 1,353,587 | 1,006,650 |
| 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 |
| | 771,996 | 766,220 |
| Less accumulated depreciation | (210,580) | (192,285) |
| Net Property, Plant, and Equipment | 561,416 | 573,935 |
| Other Assets: | | |
| Mortgages receivable | 2,337,328 | 2,537,643 |
| Unamortized mortgage discount | (1,461,708) | (1,583,884) |
| Net Mortgage Receivable | 875,620 | 953,759 |
| Repairs program receivable | 8,903 | 7,533 |
| Total Non-Current Assets | 1,445,939 | 1,535,227 |
| **TOTAL ASSETS** | $ 2,799,526 | $ 2,541,877 |

*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

AmeriCorps
250 E Street SW, Suite 300
Washington, DC 20525
(800) 942-2677

AmeriCorps.gov

MARQUETTE COUNTY
LAND BANK AUTHORITY

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,

Anne Giroux

**Rural Development**

Gladstone Area Office

2003 Minneapolis Ave
Gladstone, MI
49837

Voice 906.428.1060
Fax 855.647.0826

9/2/2022

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,

Shelly Grenier

Shelly Grenier
Area Specialist
(906) 428-1060 X3019

Marquette County Habitat for Humanity®

# 600 W SPRING STREET- PROPOSAL

EQUAL HOUSING OPPORTUNITY

BARRY J. POLZIN ARCHITECTS

United Way of Marquette County

United Way

MARQUETTE COUNTY LAND BANK AUTHORITY

Marquette County Habitat for Humanity®

# TABLE OF CONTENTS

Marquette County Habitat for Humanity®

# STATEMENT OF INTEREST


A key component to a healthy, vibrant community is affordable housing for working class families. Yet the challenges to provide affordable housing are multifold – limited, expensive land to build on, rising material costs, scarce skilled labor and supply chain disruptions make it difficult for most developers to keep final costs in line with what average working households can reasonably afford.

Marquette County Habitat for Humanity (MCHFH), with its 30-year history in constructing affordable housing, has been successfully meeting and navigating this challenging landscape. MCHFH is partnering with the renowned Barry J. Polzin Architects (BJP) to envision a complete revitalization of the 600 block of Spring Street in response to the City's RFP. The up-and-coming neighborhood is within walking distance to downtown, the hospital, groceries and transportation, making it an ideal spot for the working-class families Habitat partners with.

Throughout the years many potential Habitat families have wanted to build within the City of Marquette but affordable lots are difficult to acquire. The City, with its limited sites left that fit the criteria to build affordable housing, would take an important step in addressing affordable housing with the proposed development from the project team of MCHFH and BJP. Within the RFP Spring Street lot, the project team could design and build six duplexes, which would create 12 affordable single-family homes for local families in need of quality, decent housing.

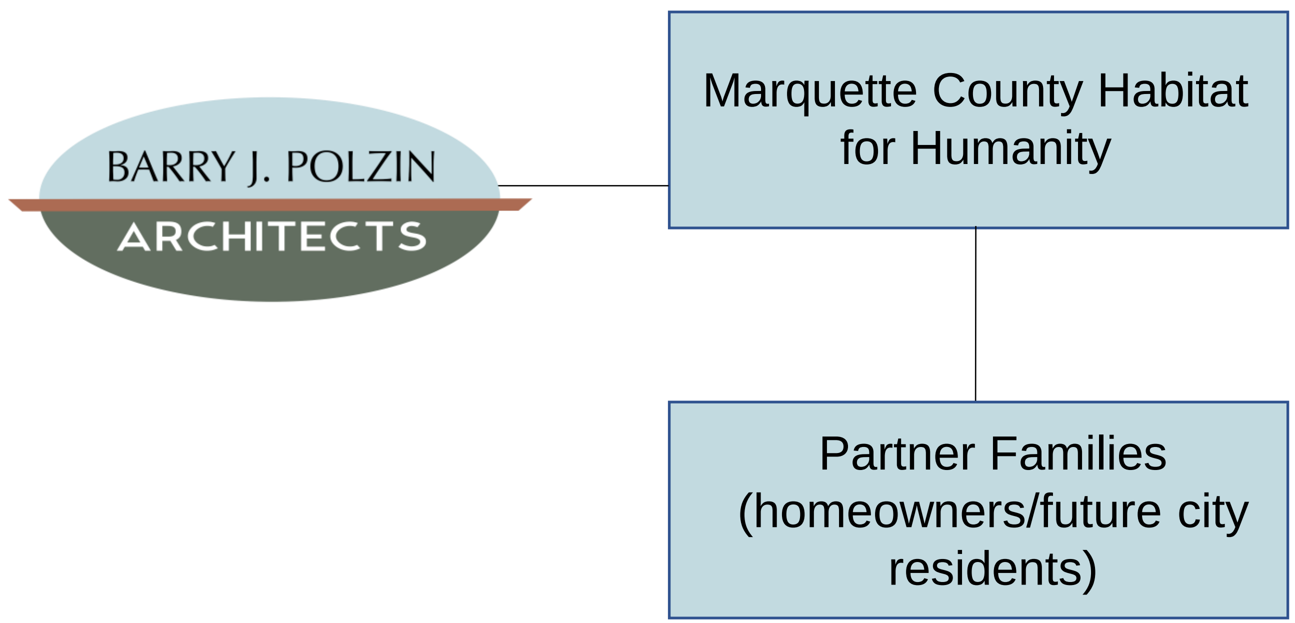
Barry J. Polzin Architects led one of the most iconic affordable housing projects in Marquette, the revitalization of the Holy Family Orphanage into Grandview Apartments. Marquette County Habitat for Humanity has built 108 affordable homes throughout the County and together these two local entities would be a dynamic and well-suited team to partner with the City of Marquette for the redevelopment of the 600 block of Spring Street.

1.

# QUALIFICATIONS

## Project Team

| Team Member | Affiliation & Location | Responsibility | Experience | Employees |
|---|---|---|---|---|
| **Deanna Johnson** | Marquette County Habitat for Humanity, Marquette, MI | Developer & Builder | Over 30 years experience | 15 |
| **Barry Polzin** | Barry J. Polzin Architects, Marquette, MI | Architect | Over 37 years experience | 5 |




2.

Marquette County Habitat for Humanity®

QUALIFICATIONS

# Project Team – Marquette County Habitat for Humanity

## Deanna Johnson
## Executive Director

- 6 years as MCHFH Deputy Executive Director
- 2 years as MCHFH Executive Director
- Background in banking
- Qualified Loan Originator
- Implemented Home Repair & Ramp Program
- Oversaw 24 homes built
- Degree in Computer Information Systems

## Ken LaJoie
## Construction Supervisor

- 6 months as MCHFH Construction & Repairs Supervisor
- 18 years self employed contractor specializing in remodels and new construction
- Over 30 years experience in the trades
- Lead safe certification
- Oversaw 1 home built

## Jay Langer
## Construction Supervisor

- 5 years as MCHFH Construction Supervisor
- Builder's license
- 6 years as a carpenter for residential home builder
- Competent Safety Certified
- Oversaw 5 homes built
- Degree in Construction Management

2.

Marquette County Habitat for Humanity®

# QUALIFICATIONS

## Project Team – Barry J. Polzin Architects

Barry J Polzin, AIA, Principal
Head Architect

- Native to Marquette
- Masters of Architecture
- 37 years as president & head architect at Barry J. Polzin Architects

Megan Hornbogen, Assoc. AIA
Project Manager

- Native to Marquette
- Masters of Architecture
- 6 years as project manager at Barry J. Polzin Architects

BARRY J. POLZIN ARCHITECTS

2.

Marquette County Habitat for Humanity®

# QUALIFICATIONS

## (b) Development Team Previous Experience

**Marquette County Habitat for Humanity**

Over the course of nine years, Marquette County Habitat for Humanity constructed 13 single family homes and one duplex in various neighborhoods in Marquette & Ishpeming. With a total investment of $1.9 million dollars, these neighborhood developments served 58 individuals and gave 15 families a strong foundation for a secure financial future.

Each adult in the partner families had to invest at least 250 hours of sweat equity into the projects. For these developments, families worked on each other's homes as well as their own to fulfill their sweat equity obligation and assist their neighbors. In addition, multiple volunteer groups and individuals, coordinated and overseen by Habitat staff, helped throughout all stages of construction.

The development costs were initially financed by Habitat but upon completion of each home, the respective partner family purchased the home through an affordable mortgage either with Habitat or Rural Development.

*Ishpeming Township development*

*North Marquette development*

*Spring St Duplex, Marquette*

2.

*Apple Blossom*

*220 N Park St*

(b)

## Project Team Previous Experience
### Barry J. Polzin Architects

Barry J. Polzin Architects Inc is a full-service architectural firm located in Marquette, Michigan providing premium design services throughout the Great Lakes region. The designs reflect the place and context of the area and years of experience has resulted in a very thorough understanding of the cultural, climatic and economic forces involved in Upper Peninsula projects.

BJP works diligently through construction to final completion and occupancy to ensure that the design intent, clients' needs, and project budgets are met. Utilizing a cooperative, inclusive team approach, BJP delivers collective satisfaction year-over-year on successful projects.

BJP architects has created several successful affordable housing developments, ranging from adaptive re-use to new construction.

*Barnett Station*

*Grandview Apartments*

BARRY J. POLZIN ARCHITECTS

2.

Marquette County Habitat for Humanity®

# FINANCIAL CAPACITY

## Financial Capacity

Over the past 30 years Marquette County Habitat for Humanity has built over 108 homes in Marquette County and since 2017 has completed over 100 critical home repairs. MCHFH has the financial capabilities to successfully develop this project, as evidenced by the attached audited Statement of Financial Position.

In addition to on-hand capital, MCHFH can access financing through Habitat for Humanity International for construction costs, as well as a variety of donated “gifts in kind” products such as appliances, cabinets and construction materials.

## Habitat Construction Model

The unique Habitat construction model is a grassroots effort to bring affordable housing to communities, by communities. While Habitat fronts the cost of materials and specialty sub-contractors, most of the house is built by partner families and local or visiting volunteer groups, overseen and assisted by Habitat Construction Supervisors. Each adult in a partner family must put in at least 250 sweat equity hours into the project, resulting in a strong sense of pride and ownership over their home. A MCHFH home on average has 2,475 volunteer hours from individuals, businesses, groups and churches both local and visiting who want to make a difference in this community.

## Housing Affordability & Partner Family Selection

MCHFH serves households with up to 80% area median income (AMI) who demonstrate a need for housing and the ability to pay an affordable mortgage. Upon completion of the house the partner family is set up with an affordable mortgage either through Habitat or Rural Development. Prospective partner families applying to the program go through a standardized, unbiased process with a Family Selection Committee and if selected, are approved by the Board of Directors.

3.

Marquette County Habitat for Humanity®

# DEVELOPMENT PLAN

*Preliminary concept rendering*

## 600 Block Spring Street Affordable Duplex Proposal

The proposed redevelopment of the 600 block of Spring Street would bring six new affordable duplexes to the neighborhood, allowing for 12 owner occupied homes. The partner families, with household incomes up to 80% AMI, would go through Habitat's application and selection process.

The six duplexes would face Spring Street. The homes would have an open concept kitchen and living space with one main bedroom and bathroom on ground floor and two bedrooms, one bathroom upstairs. The 1,200 square foot home would be designed to maximize space, be Energy Star certified and constructed from quality materials. Each duplex would have fenced in green space in front and four parking spaces in the back, allowing for two spaces per household.

4.

Marquette County Habitat for Humanity®

# 600 W SPRING ST

11/30/22


SITE PLAN

1" = 30'-0"

BARRY J. POLZIN ARCHITECTS

Marquette County Habitat for Humanity®

# 600 W SPRING ST

11/30/22

# *Resolution of Intent to Sell Authorizing the City Manager to Direct the Sale of Parcel 0240012*

**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); and,

**WHEREAS,** the City of Marquette has adopted an ordinance to provide for the sale of property.

**THEREFORE, BE IT RESOLVED,** that the City of Marquette hereby authorizes the City Manager to direct the sale of Parcel 0240012, 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. The Appraisal shall be at the cost of the purchaser.

Adopted this 12th day of December 2022.

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Cody O. Mayer, Mayor

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Kyle Whitney, City Clerk