

## City of Marquette, MI



### Meeting Agenda City Commission

**Monday, March 11, 2024  
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**

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

#### **Public Hearing(s)**

1. Downtown Development Authority TIF Plan - Roll Call Vote
2. **Consent Agenda**
  - 2.a. Approve the minutes of the February 20, 2024 regular Commission meeting
  - 2.b. Approve the total bills payable in the amount of \$2,980,512.56
  - 2.c. Carden Circus - Special Event Permit
  - 2.d. Door and Glass Purchase
  - 2.e. KBIC Funding for the Hospitality House of the Upper Peninsula, Inc.
  - 2.f. KBIC Funding for the Marquette City Fire Department
  - 2.g. KBIC Funding for the U.P. Children's Museum
  - 2.h. Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project
  - 2.i. Sault Ste. Marie Tribe of Chippewa Indians Funding for the Hospitality House of the Upper Peninsula, Inc.
  - 2.j. Sault Ste. Marie Tribe of Chippewa Indians Funding for the U.P. Children's Museum
  - 2.k. Schedule Public Hearing - Rezoning of 756 W. Washington Street
  - 2.l. SIMP and Front/Crescent Street Sewer Extension Project
  - 2.m. Superior Watershed Partnership Funding

#### **New Business**

3. Purchase Agreement Extension - 600 W. Spring Street

**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**

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**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](mailto:estemen@marquettemi.gov).*

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/11/2024

### **Public Hearing(s)**

#### **Downtown Development Authority TIF Plan - Roll Call Vote**

#### **BACKGROUND:**

For several years, the Marquette Downtown Development Authority (DDA) has been considering an expansion of the current Tax Increment Financing (TIF) district to include the area of North Third Street incorporated into the DDA district in 2011. Demand for expanded services from Third Street business owners, along with projected growth along North Third Street, has increased the need for the TIF district expansion. In addition to the expansion of the TIF district, this financing plan also extends the life of the current DDA TIF to 2054.

Examples of priority projects included in the TIF plan are:

- Third Street parking supply analysis, expansion, and management
- Marquette Commons enhancement projects
- Wayfinding signage throughout the district
- Baraga Avenue street improvements
- Third Street improvements

If approved by the Marquette City Commission and State Taxing Authority, this TIF Plan is projected to bring in approximately \$51,875,521 for reinvestment in Downtown Marquette over 30 years and will ensure the continued growth and vibrancy of the entire district.

#### **FISCAL EFFECT:**

Future eligible tax revenues will be captured by the Downtown Development Authority for the duration of the plan.

#### **RECOMMENDATION:**

Approve the Downtown Development Authority TIF Plan #4, waive the development area citizens council requirement, direct staff to annually review the DDA TIF collection to determine the viability of revenue sharing, and authorize the Mayor and City Clerk to sign the resolution.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▢ DDA Development and TIF Plan
- ▢ DDA Resolution



# CITY OF MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY

## DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN #4







**Approved by DDA Board on January 11, 2024**  
**Approved by Marquette City Commission on March \_\_\_\_, 2024**



## **ACKNOWLEDGEMENTS**

### **Marquette City Commission**

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

### **Marquette Downtown Development Authority Board of Directors**

Nichole Durley-Rust, Chair  
Ryan Stern, Vice Chair  
Meagen Morrison, Secretary  
Marc Weinrick, Treasurer  
Karen Kovacs, City Manager  
Robert Caron  
Allison Clark  
Lauren Rowland  
Patricia Sala

### **Downtown Development Authority Staff**

Tara Laase-McKinney, Executive Director  
Jodi Lanciani, Operations Director  
Michael Bradford, Business Outreach and Promotions Director  
Brian Shier, Farmers Market Manager

### **With assistance from:**

Mission North, LLC



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# Executive Summary



## INTRODUCTION

The Marquette DDA adopted a Downtown Plan in 2020 that serves as a guide for development in Downtown Marquette. This Plan recommended, among other things, that the DDA focus additional resources in the Third Street area, including extending tax increment financing into that part of their Downtown District. The DDA began a review of amending its Development and Tax Increment Financing Plan in 2022. This included public engagement in February of that year. The review was paused until late 2023 when the DDA decided to pursue an updated Development and Tax Increment Financing Plan to reflect updated objectives.

This Development and TIF Plan reflects the direction the 2020 Plan set forth and acknowledges new realities of a post-covid economy. Initiatives in this plan fall under the following six categories:

- Consultation and Administration
- Marquette Commons
- Promotion and Cultural Support
- Parking Management/Transportation System Improvements
- Street, Alley and Sidewalk Improvements
- Economic Support

### Third Street Focus

A primary focus of this plan is Third Street. This plan extends TIF capture to Third Street to support initiatives there. Third Street initiatives include:

- Wayfinding and banners specifically for the Third Street district
- Gateway features for Third Street
- Parking improvements specifically to serve the Third Street businesses
- Street and streetscape improvements for Third Street

### Authority

The State of Michigan allows municipalities to create Downtown Development Authorities (DDAs) to correct and prevent property value deterioration in business districts to promote economic development. Michigan Public Act 57 of 2018. P.A. 57,



hereafter also referred to as Act 57, establishes powers DDAs can use to achieve their goals, such as creating studies and plans, acquiring and disposing of property, improving land, and special financing tools. This development and tax increment financing plan sets forth a plan for the next 30 years of economic growth in Downtown Marquette.

## DDA Mission and Goals

Established by the City of Marquette, the Downtown Development Authority is committed to preserving and strengthening Downtown Marquette by creating a positive atmosphere for owners, businesses, investors, patrons, visitors, employees, and residents and is dedicated to preserving our historic architecture through planning and implementation of projects which inspire public and private investment.

### Goals of the DDA

The following seven goals were established in the November 2020 Downtown Plan and helped inform strategies in that plan.

1. Stimulate economic development, establishing priority redevelopment sites and marketing them to a mixture of businesses while also maintaining and expanding relationships with current employers, partner agencies, and other local organizations.
2. Provide a safe and convenient multi-modal transportation system that provides travel choices and balances the needs of all users.
3. Continue to provide a wide range of housing options, including single-family, townhomes, and second-story residential mixed-use, in order to accommodate a variety of generations and lifestyles.
4. Support a downtown core that attracts new-economy industries while also enhancing the charming historical character of the City.
5. Promote continued reinvestment through mixed-use infill development that complements the preservation and character of historic buildings.
6. Connect the downtown with lakefront amenities and attractions, while continuing to preserve and sustain the natural features for generations to come.
7. Develop a parking management strategy to balance the needs of residents, employees, and visitors, while prioritizing signage, wayfinding and public and/or private lots.



## **Purpose of the Development Plan and Tax Increment Financing Plan #4**

The purpose of this Development Plan and Tax Increment Financing Plan #4 is to provide the legal authority and procedures for public financial participation necessary to assist quality downtown development. This plan specifically adds the Third Street corridor to the area where tax increment is used. Plan #4 contains the following elements, as required by Act 57:

- Development Plan
- Tax Increment Financing Plan

## **BACKGROUND**

### **Creation of DDA Downtown District**

In January 1976, the City adopted an ordinance to add a new Chapter 74 to the City Code, which created the DDA and established the initial Downtown District commencing at the intersection of the center line of Rock Street extending east to the Lake Superior shoreline, north on Lakeshore Boulevard to Ridge Street; north on Front Street from the centerline of Rock Street to Ridge Street, Blaker Street from Bluff Street to Ridge Street, west on Ridge Street to the center line of Third Street, south on Third Street to the to the center line of Baraga Avenue, west on Baraga Avenue to the center line of Fourth Street; Washington Street from the center line of Fourth Street to Lakeshore Boulevard. The DDA was afforded all the powers and duties as set forth in Act 57, which at that time was Act 197 of 1975. A copy of that ordinance was included in the first DDA development and tax increment financing plans, i.e., Downtown Development Plan #1, which was adopted by ordinance of the City Commission in December 1984. In December 1992, the City Commission adopted Downtown Development Plan #2, which incorporated and added to Downtown Development Plan #1.

### **Downtown Development Plan #1**

Downtown Development Plan #1 represents the major activities of the DDA in terms of accomplishing the objectives in the Development Area that were laid out at that time in the City's Community Development Plan. The Development Area was designed to capture Tax Increment Revenues generated by all properties fronting on West Washington Street between Front and Fourth Streets, and those properties located within an area bounded by Bluff Street, from Front Street to Third Street, and Main Street. The Development Area was delineated to include those properties most likely



to benefit from the construction of a planned parking facility as well as not limit the possibility of utilizing Tax Increment Revenues for other projects within the Downtown District. A legal description and Development Area map were incorporated into the Downtown Development Plan #1. Downtown Development Plan #1 called for the construction of a two-story parking facility located in the 100 block of West Bluff Street, providing access and egress on both levels to both North Front Street and North Third Street, i.e., the Bluff Street Parking Structure. The total cost of the parking structure was \$1,176,744. Tax Increment Revenues were used to pay the principal of and interest on City of Marquette Building Authority bonds and to reduce the cost of the parking facility to those properties contributing to the construction and maintenance of the structure through special assessments. The bonds were issued in the amount of \$840,000 and were retired in September 2000.

## **Downtown Development Plan #2**

Downtown Development Plan #2 was designed primarily to expand the area where Tax Increment Revenues may be used. The DDA identified several additional public facility and parking projects that Downtown Development Plan #1 could not fund. Under Downtown Development Plan #1, Tax Increment Revenues could only be used in the four-block area surrounding the Bluff Street Parking Structure. Downtown Development Plan #2 expanded the Downtown District boundaries to include all properties fronting on west Washington Street from Fourth Street to Seventh Street; Main Street from Third Street to Lakeshore Boulevard; Spring Street and Baraga Street from Fourth Street to Lakeshore Boulevard; properties fronting Baraga Street from Third Street to Lakeshore Boulevard; and properties fronting the eastside of Front Street from Baraga Street to Lakeshore Boulevard and Blaker Street. Efforts were made to avoid areas where residential housing units are a pronounced part of the uses. This area was delineated to include areas of the City's central business district experiencing economic decline and most likely to benefit from future development of public facilities, especially parking and pedestrian access ways. The County opposed the adoption of Downtown Development Plan #2. The City, the County and the DDA entered into an agreement pursuant to Section 14(4) of Act 197 in December 1992, to share a portion of the Captured Assessed Value. Specifically, that portion of the Development Area included in Downtown Development Plan #2 lying west of a line drawn down the center of Front Street is not included as part of the captured assessed value for which the DDA captures Tax Increment Revenues from County levied millages. Specific projects are identified by the DDA annually including improving public parking facilities as identified in a report commissioned by the DDA including improvements to surface parking, public walkways, and amenities in the lower harbor.



Downtown Development Plan #2 was adopted as an amendment to Downtown Development Plan #1 as a mechanism for the allocation of Tax Increment Revenues to accomplish projects annually identified by the DDA over and above the annual allocation for the bond repayment related to and maintenance of the Bluff Street Parking Structure.

### **Downtown Development Plan #3.**

Development Plan and Tax Increment Financing Plan #3 was adopted to meet the objectives of the DDA and to increase economic development in the City. The intent of Downtown Development Plan #3 was to amend and re-state Downtown Development Plans #1 and #2. Downtown Development Plan #3 has a term ending December 31, 2036. At the time Downtown Development Plan #3 was adopted, the DDA's boundaries were expanded to include Third Street up to Fair Avenue.

### **Downtown Development Plan #4**

Development and Tax Increment Financing Plan #4 updates projects, expands tax increment financing into the Third Street area, and extends the plan to 2054. Limitations to tax capture established by Downtown Development Plan #2 remain in place.

# Development Plan



## Introduction

At the time of the creation of this Development Plan, it was estimated that there were over 100 residents within the development areas included in this Plan. On February 14, 2022, the City Commission created a Development Area Citizens Advisory Council for the purposes of meeting the requirements Act 57. The City solicited applicants for the Council via the City's website, public access television, the DDA website and the local daily newspaper and was unable to secure the required nine members. Pursuant to Act 57, the failure of a development area citizens council to organize shall not preclude the adoption of the Development Plan.

## Designation of Boundaries of the Development Areas

REFERENCE TO P.A. 57 OF 2018: SECTION 217(2)(A)

The DDA Downtown District and the development areas within its boundaries are shown in **Figure 1** on the following page. This map illustrates the relationship of the various districts to highways, streams, and Lake Superior.

The Marquette Downtown District contains four development areas: TIF 84, TIF 92 East, TIF 92 West, and TIF 24. These four development areas differ in when they were established, and, in the case of TIF 92 West, which taxing authorities are subject to capture. **Figure 1** illustrates which parcels are included in each development area. In addition, parcels belonging to the two brownfield TIF projects are identified on the map.

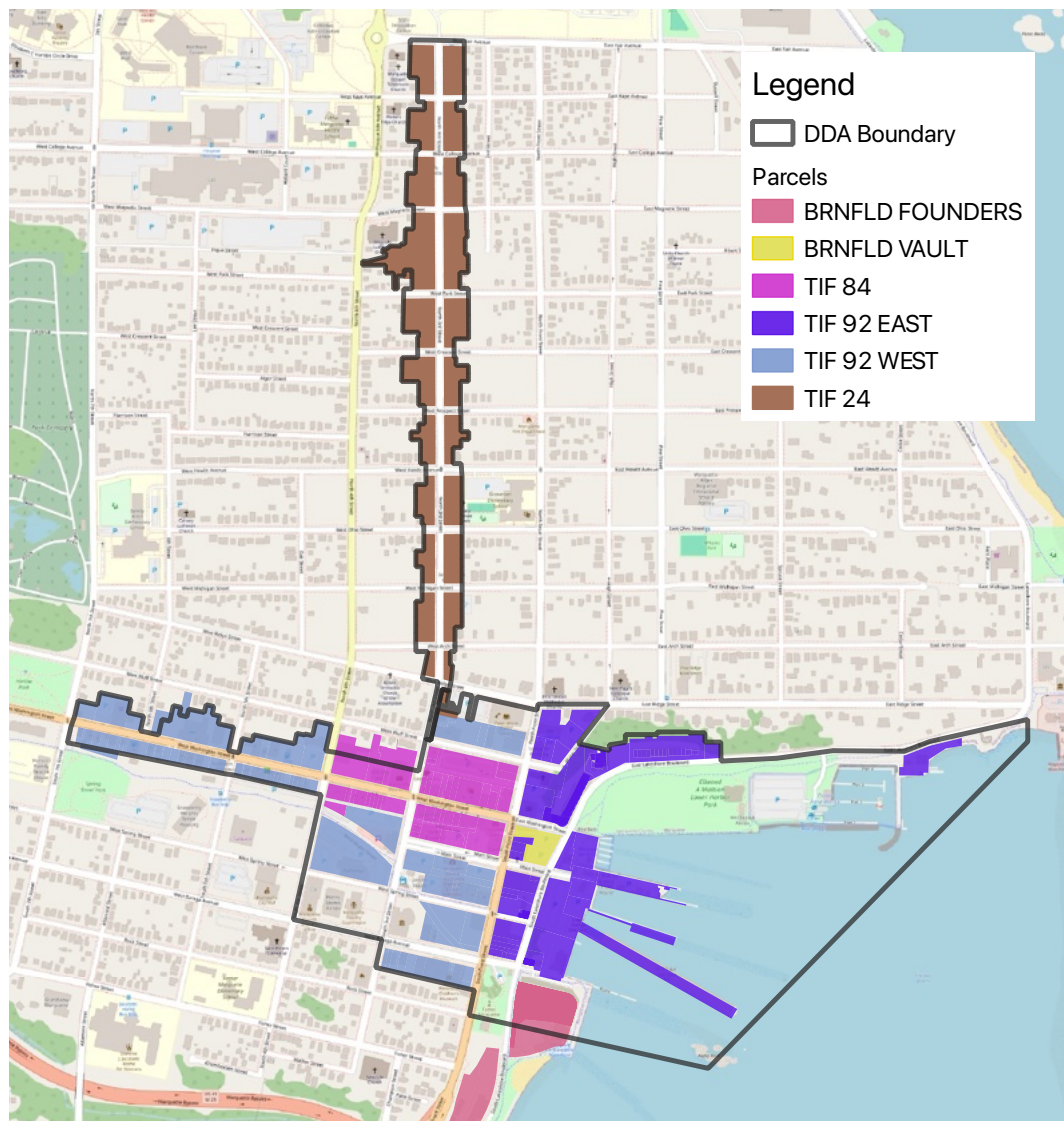
## Legal Descriptions of the Development Areas

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(B)

Legal descriptions for the four development areas are included in **Exhibit B**.



**Figure 1 - DDA District and Development Areas**



**Notes:**

- Only taxable parcels shown
- Vault brownfield is within TIF 92 East



0 500 1,000 ft





## Public Facilities and Land Uses in the Development Areas

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(B)

Marquette's Downtown District contains public streets, walkways, sidewalks, and parks. The District's private land is dominated by commercial uses but also includes residential, and non-profit uses in addition to the aforementioned public land uses.

**Table 1** below summarizes the breakdown of land use in the DDA District. **Figure 2** illustrates the land uses on a map.

## Existing Improvements to be Demolished, Repaired, or Altered

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(C,D,E)

The Marquette DDA plans to continue and bolster its success for the next 30 years.

**Table 2** details the projects planned, including an estimate of cost and construction timing. Timing for projects that are not ongoing is dictated by priority as follows:

- High priority: 2024-2027
- Medium priority: 2028-2037
- Low priority: 2038 and later

Project timing may change due to project-specific funding opportunities and changing priorities. Construction will be timed and phased to minimize impact on neighboring businesses and residents.

Table 1 - Land Use

Category	Acres	Proportion
Commercial	39.5	72.2%
Residential	2.7	4.9%
Industrial	0.0	0.0%
Public	6.6	12.1%
Non-Profit	5.9	10.7%
	54.7	100.0%

Source: City of Marquette Engineering Department GIS data



**Figure 2 - Land Uses**



0 500 1,000 ft





Table 2 - Projects and Programs

	Project Priority	Estimated Cost
<b>I. Consultation and Operational Expenditures</b>		
A. Market analysis	High	\$60,000
B. DDA operations/maintenance	High	\$897,400/yr
C. Services for a fee (festivals, decoration, cultural development & marketing)	High	\$93,200/yr
<b>II. Marquette Commons</b>		
A. Enhancement projects	High	\$3,000,000
<b>III. Promotional and Cultural Development</b>		
A. Public restrooms	High	\$4,000/yr
B. Wayfinding & other signage	Medium	\$250,000
C. Third Street wayfinding art and banners	Medium	\$25,000
D. Third Street gateway features	Low	\$50,000
<b>IV. Parking Management/Transportation System Improvements</b>		
A. Equipment & administrative implementation	High	\$1,360,000
B. Transportation	High	\$1,360,000
C. Parking analysis	Medium	\$75,000
D. Development of new parking areas and redesign of current lots	Medium	\$15,052,480
E. Third Street parking improvements	Medium	\$1,240,000
F. Bluff Street structure bond	Low	\$147,000/yr
<b>V. Street, Alley and Sidewalk Improvements</b>		
A. Baraga Street improvements	Medium	\$7,546,644
B. Landscaping, streetscapes, and utility burial improvement	Medium	\$4,000,000
C. Third Street improvements	Medium	\$2,800,000
D. Sidewalk snow melt	Low	\$2,660,000
<b>VI. Economic Support</b>		
A. Facade grants	High	\$100,000/yr
B. Broadband and wireless technology improvements	High	\$150,000
C. Workforce housing support	High	\$150,000/yr
D. Gap funding for selected projects	Medium	\$349,500
E. Retail incubator	Medium	\$174,750
F. Land acquisition for economic development	Low	\$1,995,000

## Notes:

1. Costs shown are planning estimates and many change when projects elements are further defined and engineered.
2. The sum total of all projects may exceed the projected tax increment financing. It is assumed that some projects will leverage tax increment dollars with other available sources of income, where appropriate.



## Project Descriptions

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(C,D)

This Development Plan is intended to be general in nature to provide flexibility in design and implementation. Detailed planning, design and engineering studies will be conducted to specifically set project parameters. Improvement projects are generally arranged according to their area of impact and are assigned to the following six categories: I. Consultation and Operational Expenditures, II. Marquette Commons, III. Promotional and Cultural Development, IV. Parking Management/Transportation System Improvements, V. Street, Alley, and Sidewalk Improvements, and VI. Economic Support.

### **I. Consultation and Operational Expenditures.**

The Consultation and Operational Expenditures category provides for professional services and operational activities related to the DDA. This category is variable and is subject to the level of future activity undertaken by the DDA.

- A. Market analysis. The DDA will conduct a downtown market analysis to assess economic changes taking place in the district and analyze the impact of regional growth upon the downtown district. The plan will also identify strategies to improve the economic conditions in the district.
- B. DDA operations/maintenance. This item covers all expenses relating to the operation of the DDA, such as providing staff support to the DDA Board, public notices, mailings, office supplies and equipment, administrative support, reporting requirements, etc. In addition, the DDA will undertake maintenance of certain City facilities and infrastructure within the Downtown District. This may include addressing issues with regard to the safety and security of the Downtown District. The DDA may help in the purchase, installation, and monitoring of any equipment that may improve safety and security throughout the Downtown District.
- C. Services for a fee. These services are focused on attracting visitors downtown and enhancing their experience through largely temporary or evolving activities. This category includes festivals and events, seasonal decorations, cultural development, and marketing and promotion. These efforts should help the Downtown District be the premium location in the region for cultural, artistic, and recreational activities.



## **II. Marquette Commons Enhancement Projects.**

- A. Enhancement projects. Marquette Commons has proven to be a successful venue and is in need of enhancements to serve the Downtown District better. The improvements will follow planning that evaluates the space's recent uses, and opportunities to serve other purposes.

## **III. Promotional and Cultural Development.**

The promotional and cultural development category relates to projects and activities that are designed to promote economic growth within the Downtown District through the creation of a vibrant, identifiable, and welcoming business environment. This category also supports the development of attractions that will draw people downtown from the surrounding area.

- A. Public restrooms. The DDA will establish a program where willing downtown businesses with qualifying restrooms and hours of operation can receive a stipend for being designated 'public restrooms' on downtown wayfinding and other messaging. Ideally, this will coordinate with the wayfinding system.
- B. Wayfinding and other signage. Creating a sense of place is dependent on a comprehensive wayfinding program both for those in vehicles and pedestrians. Entrance points of the Downtown District should be identified and marked with public art and/or signage that adds vitality and provides direction. Uniform informational and directional signage should be used throughout the Downtown District to provide a sense of place and provide connectivity and awareness of features and districts such as Third Street. Historic information markers will add interest and highlight the City's heritage.
- C. Third Street wayfinding art and banners. To supplement the Third Street Gateway Feature, art incorporated into the sidewalk and elsewhere will help draw walkers along Third Street. The City's Public Arts Commission should be a key partner in such an effort.
- D. Third Street gateway features. A visual feature may be placed near the south and north ends of Third Street. The purpose of the features is to draw attention to and attract pedestrians and motorists up Third Street.



#### **IV. Parking Management/Transportation System Improvements.**

The DDA is interested in pursuing a comprehensive parking management and transportation strategy, outlined in the 2020 Downtown Plan, to maximize the use of available parking, minimize the negative impacts of exposed lots, improve existing parking facilities, provide for emerging technologies such as electric vehicle charging stations, and work to encourage the re-development of private parking lots.

- A. Equipment and administrative implementation. The DDA's parking management roles will require the purchase of parking access and regulation control equipment.
- B. Transportation. The DDA is dedicated to enhancing access to alternative and multimodal transportation forms, including mass transit, bicycling, and recreational trails. This activity may include a Third Street circulator and electric vehicle charging stations.
- C. Parking analysis and study. The DDA will periodically conduct a comprehensive analysis of existing public and private parking areas with attention to efficiency and potential revenue sources, specifically on Third Street. A capital improvement plan will be developed with a cost/benefit analysis and a strategy for implementation over time.
- D. Development of new parking areas and redesign of current lots. The DDA may work with the City to sell certain public parking lots for private use, respond to private investors by partnering to provide parking, and assume management of the entire parking system as deemed appropriate by the City and the DDA. Some existing lots may be configured to meet changing mobility needs, and parking garages may be developed according to a parking plan.
- E. Third Street parking improvements. Add and improve parking supply and management in the Third Street district. Improvements may include new off-street parking facilities, meters, and signage.
- F. Bluff Street structure bond. Continue supporting the Bluff Street parking structure bonds with tax increment dollars until they are paid off.

#### **V. Street, Alley and Sidewalk Improvements.**

This category provides for the development and repair of City streets, alleys and sidewalks to better serve properties within the Downtown District. This includes the



burial of overhead utilities wherever feasible and improvements to other infrastructure. Improvements include, but are not limited to, the following:

- A. Baraga Street improvements. The DDA intends to improve the function of streets to provide for the flow of vehicular traffic, multi-modal transportation and the pedestrian ways which incorporates “winter city design.” This may include widening of sidewalks in the Downtown District, rearrangement of parking, traffic calming measures, bicycle facilities, signaling changes and other traffic management techniques. Specifically, the Baraga Avenue improvement project identified in **Table 2** is identified as a **medium** priority.
- B. Landscaping, streetscapes, and utility burial improvement throughout the District. Streetscape improvements are envisioned throughout the Downtown District. These improvements may include new concrete or brick installations, curb and gutter replacement, street lighting improvements to incorporate energy-efficient standards, trash cans, benches, bicycle parking areas, and other pedestrian amenities, including “winter city design.” Further, specific street and alley placemaking projects, such as turning Main Street into a festival space, are included in this project. Banners and public art may be included. In addition, a concerted effort to work towards the consolidation of private dumpsters in alleys and parking lots will be undertaken.
- C. Third Street improvements. Third Street is targeted for a comprehensive redesign. The Third Street corridor is a mix of small-town urban and suburban land development. Improvements would better connect to the downtown and enhance the pedestrian environment. Improvements could include road realignment, improved bike facilities, improved sidewalks, and street trees.
- D. Sidewalk snowmelt. Installation of snowmelt systems in pedestrian walkways throughout the Downtown District to improve winter walking conditions and enhance economic activity.

## **VI. Economic Support**

- A. Facade Grants. The program assisting Downtown District property owners with enhancement to public-facing facades would be continued.
- B. Broadband and wireless technology improvements. Enhance communications infrastructure in the DDA District, which may include



improvements to broadband internet and/or cellular service in the Downtown District. This may include establishing public wifi, improving broadband to the premises, and fostering additional cellular capacity.

- C. Workforce housing support. The DDA may study and provide incentives for developers, public and private, to provide a wide range of housing types and price points in order to accommodate a variety of generations and lifestyles.
- D. Gap funding for selected projects. Recognizing that the cost of mixed-use, development that meets specific DDA goals may not be financially feasible using available traditional investment, financing, and incentives, the DDA may, at its own discretion, commit project-specific future tax increment capture back to private projects for a specified period of time.
- E. Retail incubator. Establish a physical space in the DDA District with services and affordable rent to support and incubate new commercial ventures.
- F. Land acquisition for economic development. As opportunities present themselves, the DDA may purchase land for re-positioning to meet DDA goals.

## Open Space in the Development Areas

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(F)

The areas identified to be left as open spaces within the DDA District are (i) the pocket park located in the 100 block of West Washington Street, (ii) the Rosewood Walkway located in the 200 Block of South Front Street, (iii) the Ellwood Mattson Lower Harbor Park located in the 100 Block of North Lakeshore Boulevard, and (iv) the multi-modal path from Lakeshore Boulevard to Seventh Street.

Other areas that may be identified by the DDA or City as additional desirable open space in the Downtown District. **Figure 3** below shows the location and extent of these spaces.

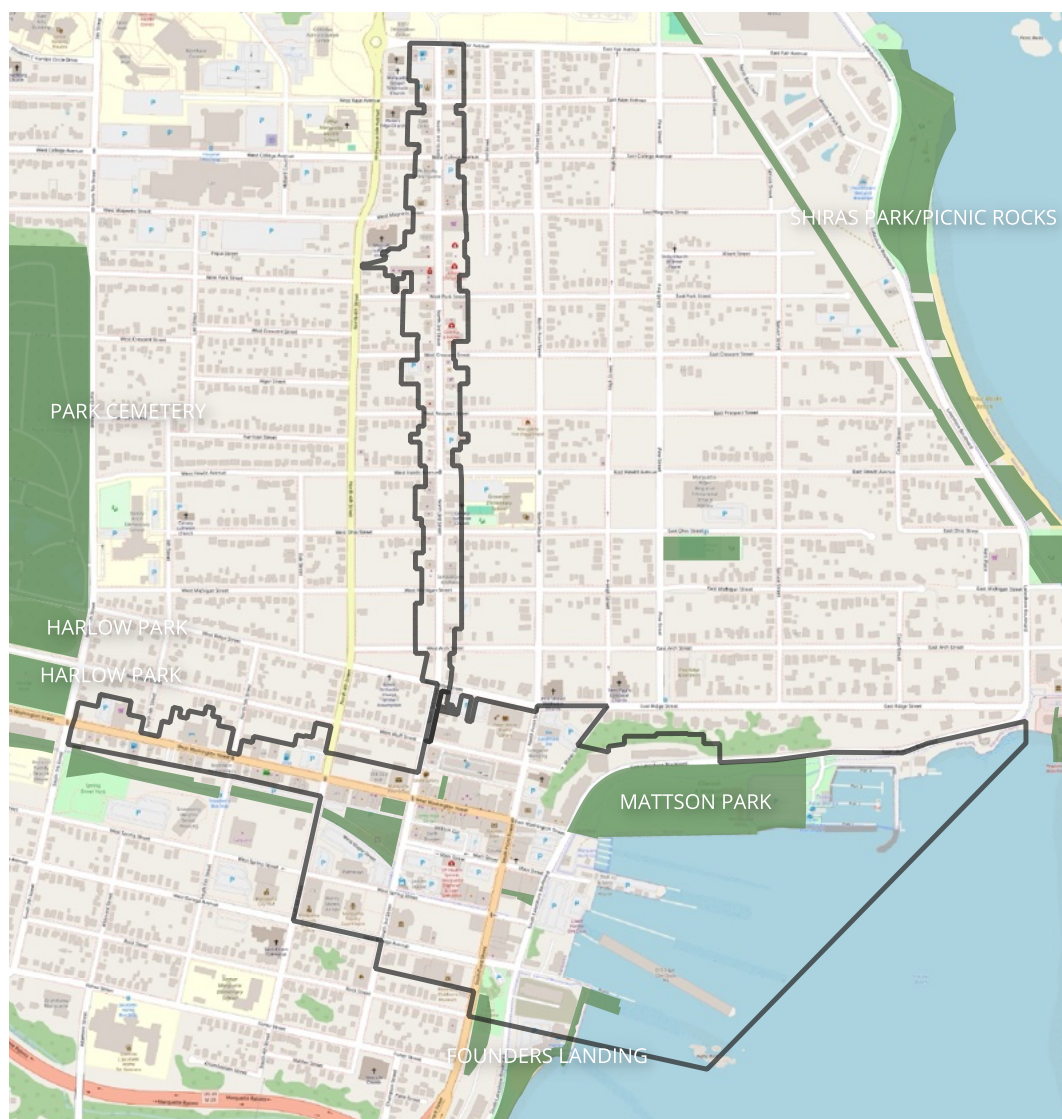
## Property to Sell, Donate, Exchange, or Lease

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(G)

The DDA currently owns no portion of the Downtown District. Future transactions, if any, between the DDA and the City will be done in the best interest of the City.



**Figure 3 - Parks & Open Spaces**



**Legend**

- DDA Boundary
- City of Mqt Parks



0 500 1,000 ft





## Zoning and Other Changes

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(H)

No zoning changes are anticipated within the Development District other than those that may be required by the “Land Use Code” under consideration for adoption by the City Commission. Streets, street levels, intersections, and utilities are anticipated to be improved.

## An Estimate of the Cost of Development, Proposed Method of Financing and Ability of the Authority to Arrange the Financing

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(I)

The estimated total cost for undertaking the projects identified in **Table 2** is \$42,148,374 plus annual expenditures of \$1,391,600 per year. The activities of the DDA and the development of public improvements will be financed from one or more of the following sources:

- Donations or private funding to the DDA for the performance of its functions.
- Money borrowed and to be repaid in accordance with Act 57.
- Revenues from any property, building or facility owned, leased, licensed or operated by the DDA or under its control, subject to the limitations imposed thereon by Act 57, trusts or other agreements.
- Proceeds of a tax increment financing plan.
- Money obtained from other sources approved by the City Commission.



**Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(J)

The DDA may participate in and/or facilitate a purchase of other land for use or redevelopment in accordance with the City Master Plan and the goals of the 2020 Downtown Plan and this Development Plan. The Authority may convey any such property to another entity, yet unknown. Further, the Authority may consider other property acquisition, lease, or sale, as appropriate, in furtherance of the goals of this Plan. The person or persons to whom such property may be leased or conveyed is unknown at this time.

**Procedures for bidding for the leasing, purchasing or conveying in any manner of all or a portion of the development upon completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold or conveyed in any manner to those persons.**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(K)

In the event the DDA purchases, receives a donation of, or otherwise comes to own property in the Development Areas, it will conform with any bidding or land disposition process adopted by the City or, in the absence of such procedures, the DDA will adopt suitable procedures to govern the management and disposition of property in conformance with all applicable Federal, State, and local regulations. The DDA currently has no express or implied agreement between the DDA and any persons, natural or corporate, that all or a portion of the development area will be leased, sold, or conveyed to those persons.

**Estimate of the Number of Persons Residing in the Development Area**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(L)

It is estimated that 350 people live in the Marquette DDA's Development Areas. The Marquette DDA does not have plans to displace residents for any projects.



## **A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(M)(N)

Not applicable. There are no plans to acquire any project with residences in conjunction with this Plan. However, in the future, if the condemnation of property is necessary to meet the objectives of this Plan and would result in persons being displaced, the DDA will submit to the City Commission an acquisition and relocation plan, consistent with the Standards and Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. As dictated by that Act, provision for the costs of relocation of displaced persons, including financial assistance and reimbursement of expenses, will be made.

## **Compliance with Act 227 of the Public Acts of 1972, Sections 213.321 - 213.332 of the Michigan Compiled Laws**

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(O)

The DDA has no plans to condemn property in conjunction with this Plan. However, if in the future the condemnation were necessary to meet the objectives of this Plan, the DDA will submit to the City Commission a plan that complies with Act No. 227, Sections 213.321 to 213.332 of the Michigan Compiled Laws.

# Tax Increment Financing Plan



## OVERVIEW

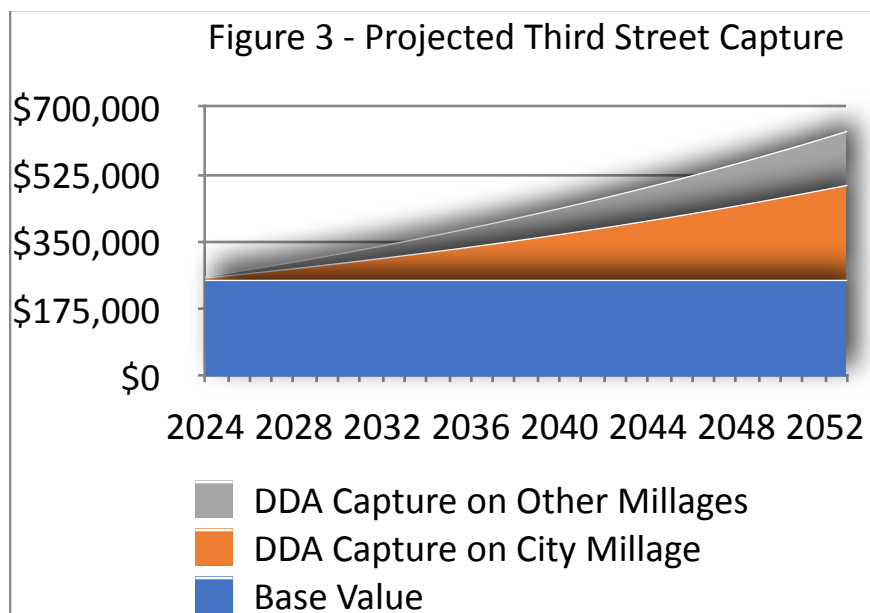
This Tax Increment Financing Plan (TIF) includes the preceding Development Plan, and specifically provides a method of funding for the projects identified in the Development Plan.

### Explanation of the Tax Increment Procedure

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Tax increment financing is a governmental financing program that contributes to economic growth and development by dedicating a portion of the tax base resulting from economic growth and development to certain public facilities and certain other eligible costs as permitted by Act 57, facilitating certain projects that created economic growth and development in the Downtown District.

Tax Increment Revenues are realized by increases in property valuations within the Development Areas of the Downtown District of the DDA. Such Tax Increment Revenues result from the application of millage rates levied by the City and the County. **Figure 3** illustrates how TIF works by looking at the Third Street area that is added via this Plan.



The figures in the graph indicate total TIF captured, every five years, by the DDA in grey and the portion captured from the City in orange.

Assumes growth based on historical DDA District growth of 2.32%

### Initial Assessed Value and Applicable Millage

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

**Exhibit C** lists properties subject to TIF in each of the four development areas.

**Table 3** shows the millages subject to capture.



Table 3 - Millage Rates Subject to Capture

	Millage Rate
City	17.9057
County	7.5718
DDA	1.8558
Iron Ore Heritage Authority	0.1970
Library	1.7689
Total	29.2992

2023 millage rates, subject to change over time

## Estimate of Tax Increment Revenues

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Tax Increment from Real Property has been estimated for the life of the plan in **Exhibit D**. Total tax increment revenues over the life of the 30-year plan is estimated to be \$56,345,929.

## Estimated Impact on Taxing Jurisdictions

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

The DDA's planned investment in the Downtown District is expected to cause the increase of values in and around the district. To help pay for this planned investment, some taxes will be captured from certain millages on property within the Downtown District. This will improve the overall economics of the Marquette region.

The five taxing jurisdictions impacted by this TIF Plan are the City of Marquette, Marquette County, the Iron Ore Heritage Authority, the Peter White Library, and the Downtown Development Authority. Since the DDA is the entity capturing TIF, the net effect on the DDA is zero. **Exhibit E** illustrates the impact on these taxing jurisdictions.

The DDA intends to expend all available Tax Increment Revenues over the term of the Tax Increment Financing Plan as indicated in **Exhibits D & E**. It is anticipated that the taxable values will increase over the term of the Downtown Development Plan #4 due to new investments. When the term of Downtown Development Plan #4 ends, all of the taxing jurisdictions levying taxes in the Development Areas will benefit from the increased values that likely would not have occurred without the efforts of the DDA. It is anticipated that a portion or all of the taxes foregone by the taxing jurisdictions



during the term of Downtown Development Plan #4 will be recouped by the taxing jurisdictions from the expected increase in taxable value after the term ends.

## Expenditure of Tax Increment Revenues

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Projects and programs identified in **Table 2** will be funded with tax increment revenue capture. In addition to these items, the DDA Board will use captured revenues for the following purposes:

- Finance current financial obligations of the DDA,
- Pay for costs incurred by the City and the DDA in implementing both the Development Plan and the Tax Increment Financing Plan,
- Pay for costs associated with the administration and operation of the Downtown Development Authority in its administration of said Plans.
- Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation or reconstruction of a public facility, an existing building or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the Board, aids in the economic growth of the Downtown District.
- Plan, propose and implement an improvement to a public facility within the Downtown District area to comply with the barrier-free design requirements of the State of Michigan.
- Acquire property on terms and conditions and in a manner the DDA deems proper, or own, convey, or otherwise dispose of property, or rights of interest therein, which the DDA determines is reasonably necessary to achieve the purpose of the Act 57 and to grant or acquire licenses, easements and options with respect thereto.
- Multimodal improvement - including bus stops, bike facilities, especially Third Street



## **Duration of the Program**

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

The Tax Increment Financing Plan shall be for a term ending December 31, 2054

## **Maximum Amount of Bonded Indebtedness to be Incurred**

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Certain State of Michigan and federal loans, loan guarantees and grants will be sought for carrying out Downtown Development Plan #4. Certain of the capital improvement projects in Downtown Development Plan #4 may be financed through the issuance of revenue bonds, general obligation bonds or tax increment bonds. The types and amounts of bonds issued will be determined as further project planning is undertaken and as shall be approved by the City Commission.

The maximum bonded indebtedness to be incurred is \$51,000,000.

# Exhibits



## Exhibit A - Definitions

The following words and terms as used in this Development Plan and Tax Increment Financing Plan #4 shall have the following meanings unless the context or use indicates a different meaning or intent:

“*Act 57*” means the Recodified Tax Increment Financing Act, Act 57 of 2018, which succeeds the Downtown Development Authority Act, Act 197 of the Public Acts of Michigan of 1975.

“*Board*” means the governing body of the DDA.

“*Business District*” means an area in the downtown of the City zoned and used principally for business.

“*Captured Assessed Value*” means the amount in any one year by which the current assessed value of the Downtown District exceeds the Initial Assessed Value.

“*City*” means the City of Marquette, Michigan.

“*County*” means Marquette County, Michigan.

“*DDA*” means the City of Marquette Downtown Development Authority.

“*Development Area*” means the areas to which the Development Plan is applicable from which Tax Increment Revenues are captured.

“*Downtown District*” means that part of an area in a Business District in the City that has been specifically designated by the City Commission pursuant to Act 57 and where a special two-mill *ad valorem* tax is levied and collected as permitted by Act 57.

“*Initial Assessed Value*” means the assessed value, as equalized of all taxable property within the boundaries of the Development Area at the time the ordinance establishing the Tax Increment Financing Plan related to such taxable property is approved as shown on the most recent assessment roll of the City for which equalization had been completed at the time the Tax Increment Financing Plan is adopted.

“*Tax Increment Revenues*” means the amount of *ad valorem* property taxes and specific local taxes (as defined in Act 57) attributable to the application of the levy of all taxing jurisdictions upon the Captured Assessed Value of real and



personal property in the Development Area subject to certain requirements as set forth in Section 201(cc) of Act 57.



## **EXHIBIT B - LEGAL DESCRIPTION OF THE DDA DOWNTOWN DISTRICT**

Commencing at the intersection of the centerline (c/l) of Rock Street extended with the shoreline of Lake Superior; thence west along the c/l of Rock Street extended to the c/l of South Front Street; thence north along the c/l of South Front Street to the c/l of block 2 of the Cleveland Iron Mining Company's Subdivision; thence west along said c/l of block 2 to the c/l of Third Street; thence north on Third Street to the c/l of Baraga Avenue; thence west on the c/l of Baraga Avenue to the c/l of Fourth Street; thence north on the c/l of Fourth Street to the north line of lots 1—6, block 4, of Harlow's Subdivision #1, extended; thence east along said north line of lots 1—6 extended to the c/l of Third Street; thence north on the c/l of Third Street to the c/l of Bluff Street; thence east on the c/l of Bluff Street on the c/l of Front Street; thence north on the c/l of Front Street to the c/l of Ridge Street; thence east on the c/l of Ridge Street to the west line of Blaker and Bacon's Subdivision extended; thence south along said west line to the south line of lot 3 Blaker and Bacon's Subdivision; thence southeasterly along said south line of lot 3 extended to the c/l of Blaker Street; thence southwesterly along the c/l of Blaker Street to the south of lots 1 and 2 of block 9 of the 36 acre plat, extended; thence easterly along the said south line of lots 1 and 2 to the west line of lot 1 of Hewitt's Addition; thence northerly along said west line of lot 1 to a point 152 feet north of the north line of Lake Street; thence northeasterly to the east line of lot 1 Hewitt's Addition to a point which is 126 feet north of the north line of Lake Street; thence northerly along said east line of lot 1 to a point which is 160 feet south of the south line thence easterly to the east line of lot 3 of Hewitt's Addition at a point 160 feet south of the south line of Ridge Street; thence northerly along said east line 16 feet; thence easterly to the east line of lot 5 of Hewitt's Addition at a point 144 feet south of the south line of Ridge Street; thence southerly six feet along said lot line; thence easterly to the east line on lot 6 of Hewitt's Addition at a point 150 feet south of the south line of Ridge Street; thence south along said east line of lot 6 to a point 208 feet south of the south line of Ridge Street; thence easterly to the east line of lot 7 at a point 208 feet south of the south line of Ridge Street; thence southerly along said line of lot 7 extended to the c/l of Lake Street; thence east along the c/l of Lake Street to the c/l of Lake Shore Boulevard; thence south along the c/l of Lake Shore Boulevard extended to the shoreline of Lake Superior; thence southwesterly along the shoreline of Lake Superior to the P.O.B.

And also that land described as follows:



### Blaker and Bacon Subdivision

Lots 1 and 2, and the N'ly 75' of the E'ly 21.3 of Lot 3.

### 36 Acre Plat

Blocks 6 and 7 except the W23.5' of the N. ½ of lot 3, and the E. 18.5' of the N. ½ of Lot 4, Block 6. And also exc. The E. 40' of the N. 97' of Lot 3, Block 6. Also exc. The W. 32' of Lot 1, Block 6, also exc. The S. 25' of the N.125' of Lots 3 and 4, Block 6.

### Harlow's Addition #1

Lots 1 thru 7, the S. 92' of Lot 8, the S. 68' of Lot 15, the S. 75' of Lot 16, and all of Lots 17 and 18, all in Block 5. The S. 95' of Lots 1 and 2, all of Lots 3 thru 6, the S. 100' of Lots 7 and 8, and the S. 30' of Lots 11 thru 14, all in Block 7.

### Earl's Replat of Block 6, Harlow's Addition #1

Lots 1 thru 9, the S. 50' of Lot 15, the S. 50' of Lots 17 and 18, the S. 100' of Lot 19, and the S. 50' of Lot 20.

### Harlow's Addition #3

Lots 1 thru 10 and Lots 12 thru 28.

And also that land described as follows:

The point of beginning being at the intersection of the centerlines of West Bluff Street and North Third Street; thence northerly along the centerline of North Third Street to the centerline of West Ridge Street; thence westerly along the centerline of West Ridge Street to the intersection with the west line of Lot 2, Block 10 of John Burt's Addition extended; thence northerly to the southwest corner of said Lot 2; thence along the westerly line of Lot 2 to the northwest corner; thence along the extension of the westerly line of Lot 2 to the south right of way line of West Arch Street; thence westerly along the south right of way line to a point of intersection with the extension of the west lot line of Lot 6, Block 9 of John Burt's Addition; thence north on said line extended, to the north right of way line of west Arch Street and the southwest corner of Lot 6; thence along the west lot line of Lots 6-2, Block 9 of John Burt's Addition to the northwest corner of Lot 2; thence along the north line of Lot 2 to a point 40 feet east of the northwest corner of Lot 2; thence along a line parallel to the west line of Lot 1, Block 9 of John Burt's Addition to the south right of way of West Michigan Street; thence northerly to the north right of way of West Michigan Street, said point being 40 feet east of the southwest corner of Lot 6, Block 4 of John Burt's Addition;



thence along a line parallel to the west lot lines of Lots 6-5, Block 4 of John Burt's Addition, to the south lot line of Lot 4, Block 4 of John Burt's Addition; then west along the south line of Lot 4 to the southwest corner of said lot; thence along the west line of Lots 4-3, Block 4 of John Burt's Addition to the northwest corner of Lot 3; thence 50 feet east along the north line of said Lot 3; thence along a line parallel to the west line of said Lot 2 to the south right of way of Ohio Street; thence north along a line perpendicular to the south right of way line of Ohio Street to the north right of way line of said street; thence along said north right of way to a point 75 feet west of the southeast corner of Lot 6, Block 3 of John Burt's Addition; thence from said northerly on a line parallel to the west line of Lot 6, to the south line of Lot 5; thence along said south line to the southwest corner of Lot 5; thence along the west lot line of Lots 5-2, Block 3 of John Burt's Addition to the northwest corner of said Lot 2; thence along the north line of Lot 2 to a point 65 feet east of the northwest corner of Lot 2; thence along a line parallel to the west line of said Lot 1 to the south right of way line of West Hewitt Avenue; thence north along a line perpendicular to the south right of way line, to the north right of way line of said street; thence westerly along the north right of way line to the southwest corner of Lot 35 of Adam's Addition; thence along the west line of Lot 35 to the north west corner of said lot; thence along the south line of Lot 40 of Adam's Addition to the southwest corner of said lot; thence along the west line of Lot 40 to the northwest corner of said lot; thence 50 feet easterly along the north line of said lot; thence northerly along a line parallel to the west lot line of Lot 41 of Adam's Addition to the south line of Lot 42 of Adam's Addition; thence along the south line to a point 85.5 feet west of the southeast corner of Lot 42 of Adam's Addition; thence along a line parallel to the west lot line of said Lot 42 to the south right of way line of West Prospect Street; thence perpendicular to the south right of way line northerly to the north right of way line of said street; thence westerly along said right of way line to a point 50 feet easterly of the southwest corner of Lot 44 of Adam's Addition; thence northerly along a line parallel to the west line of Lots 44-46 to the south lot line of Lot 47 of said plat; thence along said lot line westerly to the southwest corner of Lot 47; thence northerly along the west line of Lots 47-49 of Adam's Addition to the southwest corner of Lot 49, said corner being on the south right of way line of West Crescent Street; thence north along a line perpendicular to the south right of way line of West Crescent Street to the north right of way line; thence along the north right of way line of said street to a point approximately 105 feet westerly of the southwest corner of the West Crescent Street and North Third Street right of way intersection; thence north 62 feet, east 6 feet, north 30 feet to a point 100 feet westerly of the west right of way line of North Third Street; thence westerly to a point 42 feet southerly of the southwest corner of Lot 53 of Adam's Addition to the west section line of the southwest quarter of the southeast quarter of Section 15, T48N, R25W; thence along said section line, line being the west lot lines of



Lots 53-56 of Adam's Addition, to the south right of way line of Park Street; thence perpendicular to the said south right of way line of West Park Street to the north right of way line of said street; thence easterly along said right of way line to a point which is 141 feet, more or less, westerly of the northwest right of way corner of the North Third Street and West Park Street intersection; thence northerly along a line parallel with the west lot line of Lots 58-60 of Adam's Addition to a point on the north line of Lot 60, said point being 48 feet easterly more or less of the northwest corner of said Lot 60; thence along the north line of said lot to the northwest corner of Lot 60; thence southerly along the west lot line of Lot 60 to a point 37 feet more or less southerly of the northwest corner of said lot, said point being on the east lot line of Lot 240 of Palmer's Addition No. 3; thence westerly from said lot line 42 feet more or less to a point 81 feet northerly of the north right of way line of West Park Street; thence southerly 81 feet to the north right of way line of West Park Street; thence westerly to the southwest corner of Lot 239 of Palmer's Addition No. 3; thence northerly 100 feet along the west lot line of said Lot 239 to a point 50 feet southerly of the northwest corner of said Lot 239; thence westerly 50 feet to the west lot line of Lot 238 of Palmer's Addition No. 3; thence northerly along the west lot line of said lot to the northwest corner of said Lot 238; thence 144.5 feet westerly along the south lot line of Lot 241 of Palmer's Addition No. 3 to a point on the east right of way line of North Fourth Street, said point being the southwest corner of said Lot 241; thence along the east right of way line of North Fourth Street to a point 48 feet south of the northwest corner of said Lot 241; thence east parallel with the north lot line of said lot 35 feet; thence N82°00'E, 113.8 feet more or less to a point 22.3 feet south of the north line of Lot 241 of Palmer's Addition No. 3; thence 22.3 feet to a point on the north lot line of said Lot 241, said point also being the south line of a vacated alley in the Normal Addition; thence westerly along the south line of Normal Addition to the intersection of the west lot line of Lot 12 with the south line of the Normal Addition; thence; thence northerly along the west line of said Lot 12 to a point 10 feet north of the southwest corner of said Lot 12; thence easterly 25 feet; thence N45°00'E, 29 feet; thence easterly 94.1 feet; thence northerly 12.5 feet; thence easterly 20.4 feet more or less to a point on the east line of Normal Addition, said point being on the west line of Adam's Addition No. 2; thence northerly along the west line of Adam's Addition No. 2 to the northwest corner of Lot 3; thence 50 feet easterly along the north lot line of said Lot 3; thence northerly and parallel to the west lot lines of Lots 4-5 to a point on the south right of way line of West Magnetic Street; thence north to the north right of way line of said street; thence westerly along said north right of way line to the southwest corner of Lot 7 of Adam's Addition No. 2; thence northerly along the west lot lines of Lots 7-10 of said plat to the northwest corner of Lot 10; thence along the north line of Lot 11 to a point 53 feet easterly of said lot corner; thence northerly to the south right of way line of West College Avenue; thence north to the



north right of way, also being the south lot line of Lot 14 of Adam's Addition No. 2; thence easterly along said lot line (right of way line) to a point 90 feet westerly of the southeast corner of Lot 14; thence northerly to a point 90 feet westerly of the northeast corner of said Lot 14; thence along the south line of said lot 15 to the southwest corner of Lot 15 of Adam's Addition No. 2; thence northerly along the west lot lines of Lot 15-18 to the northwest corner of said Lot 18; thence easterly along the north line of said Lot 18 to a point 56.8 feet from the northeast corner of Lot 18; thence northerly to the south right of way line of West Kaye Avenue; thence westerly along said south right of way line to a point 100 feet from the northeast corner of said Lot 19; thence northerly to the north right of way line of West Kaye Avenue, said point being 100 feet westerly of the southeast corner of Lot 21 of Adam's Addition No. 2; thence northerly to a point on the south lot line of Lot 23, said point being 100 feet westerly of the southeast corner of said lot; thence along the said south line to the southwest corner of Lot 23; thence along the west line of Lots 23-26 of Adam's Addition No. 2 to a point along the south right of way line of West Fair Avenue, said point being the northwest corner of Lot 26; thence northerly to the center of section 14, T48N, R25W, being the centerline of West Fair Avenue; thence easterly along the centerline of West Fair Avenue to the point of intersection of said centerline with the extension of the easterly lot lines of Lots 45, 43, 41, 39, 37, and 35 of Longyear's Addition; thence along said easterly lot lines to the north right of way of West Kaye Avenue; thence southerly perpendicular to the north right of way line to the south right of way line; thence westerly along said north right of way line to a point 79.5 feet east of the northwest corner of Lot 33 of Longyear's Addition; thence southerly to a point on the north line of Lot 31, said point being 79.5 feet westerly of the northwest corner of Lot 31; thence easterly along the north line of Lot 31 to the northeast corner of said lot; thence southerly along the easterly lot lines of Lots 31, 29, 27, 25, and 23 of Longyear's Addition to the north right of way line of West College Avenue; thence southerly perpendicular to the north right of way line to the south right of way line; thence westerly along the south right of way line to a point 90 feet easterly of the northwest corner of Lot 21 of Longyear's Addition; thence southerly 100 feet to a point on the north lot line of Lot 17 of Longyear's Addition; thence 39.5 feet easterly to the northeast corner of said Lot 17; thence southerly along the east lot line of Lots 17, 15, 13, and 11 to the north right of way line of West Magnetic Street; thence southerly perpendicular to the north right of way line of West Magnetic Street to the south right of way line of said street; thence along the south right of way line to a point 9.5 feet easterly of the northeast corner of Lot 9 of Longyear's Addition; thence southerly and parallel to the east lot line of Lot 9 and 7 of said plat to a point on the north lot line of Lot 6 of Longyear's Addition; thence along the north lot line of Lot 6 to a point 12 feet easterly of the northwest corner of Lot 6; thence parallel with the west lot line of Lot 6 to a point on the south lot line of Lot 6;



thence 12 feet westerly to the southwest corner of Lot 6; thence along the east lot lines of Lot 3 and 1 of Longyear's Addition to the southeast corner of said Lot 1 of Longyear's Addition; thence from the southeast corner of Lot 1 of Longyear's Addition to the northeast corner of Lot 96 of Moore & Sang's Addition; thence southerly along the east lot lines of Lot 96 and 95 to the southeast corner of Lot 95 of Moore & Sang's Addition; thence westerly along the south lot line of said Lot 95 to a point 100 feet west of the northwest corner of Lot 94; thence southerly and parallel to the east lot lines of Lots 93 and 94 of Moore & Sang's Addition to the north right of way line of West Park Street; thence easterly along said right of way line to a point to the southeast corner of Lot 93; thence southerly perpendicular to the north right of way line of West Park Street to a point on the south right of way line of said street, said point being the northeast corner of Lot 60 of Moore & Sang's Addition; thence southerly along the east lot lines of Lots 60-56 to the southeast corner of Lot 56; thence westerly 92 feet along the south line of said Lot 56; thence southerly along a line parallel to the east lot line of Lot 55 of Moore & Sang's Addition to a point on the north right of way line of West Crescent Street; thence southerly along a line perpendicular to the north right of way line of West Crescent Street to a point on the south right of way line of said street; thence easterly to a point 75 feet easterly of the northwest corner of Lot 25 of Moore & Sang's Addition; thence southerly 50 feet along a line parallel to the east lot line of Lot 25 to a point on the north lot line of Lot 26; thence easterly along said north lot line to the northeast corner of Lot 26; thence southerly along the east lot lines of Lots 26-27 of Moore & Sang's Addition to the southeast corner of Lot 27; thence westerly along the south lot line of Lot 27 to the northeast corner of Lot 29; thence southerly along the east lot line of Lot 29 to a point on the north right of way line of West Prospect Street; thence perpendicular to the north right of way line of West Prospect Street to a point 100 feet east of the northwest corner of Lot 20 of Adam's Addition on the south right of way line of said street; thence southerly along a line parallel to the east lot lines of Lots 20-21 of Adam's Addition to a point on the north lot line of Lot 22; thence easterly along the north line of Lot 22 to the northeast corner of said lot; thence southerly to the southeast corner of said lot; thence along the south line of Lot 22 westerly to a point 35 feet east of the northwest corner of Lot 32 of Adam's Addition; thence 50 feet southerly and parallel to the west line of Lot 32; thence westerly and parallel to the north line of Lot 32 to a point 50 feet easterly of the west line of Lot 33 of Adam's Addition; thence southerly and parallel to the west lot line of Lot 33 to the north right of way line of West Hewitt Avenue; thence easterly along the north right of way West Hewitt Avenue to a point 112 feet easterly of the southwest corner of Lot 33 of Adam's Addition; thence southerly to a point on the south right of way of said street, said point being the northeast corner of Lot 24, Block 2 of John Burt's Addition; thence southerly along the east lot lines of Lots 24-19, to the southeast corner of Lot 19, said



corner being the north right of way of West Ohio Street; thence southerly to the south right of way line of said street, said point being the northeast corner of Lot 24, Block 5 of John Burt's Addition; thence southerly along the east lot lines of Lots 24-19, Block 5 to the southeast corner of Lot 19, said corner being the north right of way line of West Michigan Street; thence southerly to the south right of way at the northeast corner of Lot 24, Block 8 of John Burt's Addition; thence along the east lot lines of Lots 24-21, Block 8 of John Burt's Addition to the northeast corner of Lot 20; thence along the east line of Lot 20 to a point 12.85 feet south of the northeast corner of Lot 20; thence westerly 45 feet; thence southerly and parallel to the west lot lines of Lot 20-19, Block 8 of John Burt's Addition to a point on the north right of way line of West Arch Street, said point being 67.3 feet easterly of the southwest corner of Lot 19; thence southerly to a point on the south right of way line of said street, said point being 37.5 feet easterly of the northwest corner of Lot 17, Block 11 of John Burt's Addition; thence southerly 84 feet along a line parallel to the west lot line of Lots 17 and 18; thence southeasterly 15.2 feet to a point 94 feet northerly of the north right of way line of West Ridge Street; thence 94 feet southwesterly to a point on the north right of way line of West Ridge Street, said point being 44 feet southeasterly of the southwest corner of Lot 19, Block 11 of John Burt's Addition; thence southerly to a point on the south right of way line of West Ridge Street, said point being 45 feet easterly of the northwest corner of Lot 4, Block 7 of the 36 Acre Plat; thence westerly along the south right of way line of West Ridge Street to the northwest corner of Lot 4; thence along the east right of way line of North Third Street to the centerline of West Bluff Street; thence westerly along the centerline of West Bluff Street to the centerline intersection of North Third Street, said intersection being the point of beginning (P.O.B.).



## EXHIBIT C - BASE VALUES

### Base Values for all Development Areas

Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
110360	415 S Third		0			
110370	157 W Baraga		17,900			
110380	155 W Baraga		18,300			
110390	151 W Baraga		13,800			
110400	149 W Baraga		38,100			
110410	139 W Baraga		19,356			
110420	141 W Baraga		13,900			
110430	119 W Baraga		62,300			
110431	113 W Baraga		0			
110480	109 W Baraga		40,800			
110490	101 W Baraga		13,700			
110510	300 S Front St		344,200			
110540	320 S Front St		22,400			
110550	126 W Baraga		0			
110560	125 W Spring		0			
110570	130 W Baraga		10,200			
110580	136 W Baraga		40,900			
110600	145 W Spring		0			
110680	125 W Spring		0			
110710	214 S Front		12,500			
110720	222 S Front		43,800			
110730	112 W Spring		71,400			
110760	122 W Spring		21,600			
110770	124 W Spring		109,600			
110800	148 W Spring					
110810	150 W Spring					
110810	150 W Spring		0			
111290	234 W Baraga					



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
111290	234 W Baraga		0			
111300	501 S Front					
111310	501 S Front					
111310	102 E Baraga			0		
111330	100 E Baraga					
111330	100 E Baraga			0		
111340	501 S Front					
111350	601 S Lakeshore			60,600		
111371	327 S Lakeshore			35,400		
111372	252 E Main			0		
111373	245 S Lakeshore			0		
111380	321 S Front			35,200		
111400	317 S Front			27,900		
111410	315 S Front			0		
111420	311 S Front			26,400		
111430	309 S Front			245,600		
111450	111 E Baraga			0		
111460	117 E Baraga			0		
111470	210 S Lakeshore			3,400		
111500	252 E Main			0		
111501	252 E Main			0		
111502	252 E Main			0		
111503	252 E Main			0		
111504	252 E Main			0		
111505	252 E Main			0		
111506	252 E Main			0		
111507	252 E Main			0		
111508	252 E Main			0		
111509	252 E Main			0		
111510	252 E Main			0		



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
111511	252 E Main			0		
111512	252 E Main			0		
111513	252 E Main			0		
111514	252 E Main			0		
111515	252 E Main			0		
111516	252 E Main			0		
111517	252 E Main			0		
111518	252 E Main			0		
111519	252 E Main			0		
111520	252 E Main			13,500		
111532	300 E Main			29,400		
111540	225 S Front			33,300		
111580	215 S Front			14,200		
111610	111 E Spring			36,900		
150171	145 W Ridge					
150180	224 N Third					
150200	216 N Third					
150210	214 N Third		18,200			
150250	217 N Front					
150270	122 W Bluff		28,750			
150300	201 N Front		67,500			
150310	213 N Front					
150320	230 N Front			30,600		
150350	210 N Front			118,300		
150360	200 Blaker			0		
150380	105 E Washington			0		
150390	205 Lakeshore			0		
150400	205 Lakeshore			55,800		
150410	120 N Front			0		
150420	100 E Bluff			0		



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
150450	100 N Front			623,200		
150460	127 N Front	75,198				
150470	121 N Front	37,500				
150480	102 W Washington	13,861				
150520	128 W Washington	238,680				
150530	118 W Washington	20,000				
150540	112 W Washington	63,959				
150550	102 W Washington	112,390				
150580	135 W Bluff	30,396				
150600	118 N Third	17,835				
150620	122 N Third	37,360				
150630	156 W Washington	45,360				
150631	100 N Third	0				
150640	110 N Third	16,924				
150650	154 W Washington	34,044				
150651	158 W Washington	0				
150660	148 W Washington	59,400				
150670	144 W Washington	0				
150690	142 W Washington	10,562				
150710	136 W Washington	48,600				
150760	131 W Washington	27,500				
150770	135 W Washington	76,258				
150780	137 W Washington	58,088				
150790	145 W Washington	61,750				
150800	147 W Washington	86,400				
150810	153 W Washington	62,370				
150820	113 S Third	40,000				
150821	111 S Third	46,846				
150830	130 W Main	64,800				
150840	124 W Main	84,429				



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
150850	101 W Washington	302,400				
150870	127,125,121 W Washington	110,000				
150880	110 W Main	16,484				
150881	120 W Main	0				
150890	120 S Front	43,000				
150930	107 S Front			25,100		
150940	101 S Front			153,000		
150950	113 S Front			55,400		
150960	119 S Front			48,400		
150970	119 S Lakeshore			8,500		
150990	203 S Front			18,600		
151010	120 E Main			24,400		
151030	213 S Front			0		
151043	107 W Main		112,200			
151052	101 W Main		35,300			
151053	135 W Main	0				
160010	223 Blaker			0		
160030	112 E Ridge					
160040	203 Blaker			0		
170100	207 Lakeshore			47,000		
170101	211 Lakeshore			0		
170105	211 Lakeshore			0		
173070	270 N Lakeshore			35,700		
190010	202 W Washington	0				
190020	220 W Washington	327,092				
190030	228 W Washington	158,150				
190180	310 W Washington		72,600			
190210	338 W Washington		98,400			
190230	340 W Washington		17,300			
190240	344 W Washington		54,900			



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
190390	500 W Washington		45,000			
190420	502 W Washington		160,600			
190480	510 W Washington		28,900			
200020	201 W Washington	48,665				
200040	215 W Washington	27,820				
200050	219 W Washington	10,811				
200060	221 W Washington	0				
200070	223 W Washington	18,360				
200080	225 W Washington	3,175				
200090	227 W Washington	18,720				
200100	229 W Washington	14,040				
200110	231 W Washington	22,952				
200130	239 W Washington	35,000				
200140	249 W Washington	224,263				
200141	103 S Fourth	0				
210030	412 W Washington		1,071,000			
220015	301 W Washington		48,505			
220030	313 W Washington		25,300			
220031	309 W Washington		5,600			
220040	317 W Washington		13,400			
220050	315 W Washington		21,900			
220060	321 W Washington		8,000			
220070	323 W Washington		13,200			
220080	327 W Washington		19,550			
220090	329 W Washington		40,800			
220100	335 W Washington		58,600			
220110	347 W Washington		14,900			
220120	351 W Washington		28,627			
220130	401 W Washington		74,300			
220150	419 W Washington		34,600			



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
220160	423 W Washington		41,000			
220170	429 W Washington		24,200			
220180	427 W Washington		3,600			
220190	431 W Washington		10,900			
220200	439 W Washington		6,100			
220210	443 W Washington		13,500			
220220	447 W Washington		26,100			
220230	501 W Washington		80,200			
220260	509 W Washington		26,700			
220270	513 W Washington		5,700			
220280	517 W Washington		34,900			
220290	519 W Washington		19,700			
220300	521 W Washington		24,200			
220310	533 W Washington		47,700			
220320	537 W Washington		22,900			
220340	547 W Washington		0			
510581	101 N Lakeshore			0		
1090010	205 N Lakeshore 1A			0		
1090020	205 N Lakeshore 1A R			0		
1090030	205 N Lakeshore 1B			0		
1090040	205 N Lakeshore 1C			0		
1090050	205 N Lakeshore 2A			0		
1090060	205 N Lakeshore 2B			0		
150171	145 W RIDGE ST				101,770	
150200	216 N THIRD ST				69,932	
180300	600 N THIRD ST				287,072	
180310	610 N THIRD ST				47,626	
180320	614 N THIRD ST				112,401	
180330	622 N THIRD ST				388,131	
180370	629 N THIRD ST				91,094	



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
180380	621 N THIRD ST				170,349	
180390	617 N THIRD ST				190,389	
180400	611 N THIRD ST				400,155	
180410	607 N THIRD ST				116,917	
180430	603 N THIRD ST				211,735	
180480	523 N THIRD ST				227,802	
180490	521 N THIRD ST				54,898	
180510	517 N THIRD ST				218,048	
180520	501 N THIRD ST				114,123	
180522	503 N THIRD ST				79,069	
180523	505 N THIRD ST				50,190	
180750	500 N THIRD ST				361,200	
180760	514 N THIRD ST				146,989	
180790	526 N THIRD ST				263,637	
181330	410 N THIRD ST				352,511	
181350	420 N THIRD ST				40,425	
181380	424 N THIRD ST				339,745	
181390	429 N THIRD ST				170,810	
181410	427 N THIRD ST				0	
181420	415 N THIRD ST				106,272	
181430	411 N THIRD ST				92,153	
181440	407 N THIRD ST				90,329	
181450	401 N THIRD ST				156,003	
181500	201 W ARCH ST				41,550	
181520	204 W RIDGE ST				113,763	
181730	149 W ARCH ST				19,912	
181740	150 W RIDGE ST				88,021	
330210	726 N THIRD ST				107,913	
330230	714 N THIRD ST				180,915	
330231	724 N THIRD ST				92,086	



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
330340	710 N THIRD ST				111,663	
330360	713 N THIRD ST				65,560	
330370	711 N THIRD ST				53,850	
330380	701 N THIRD ST				181,780	
330420	717 N THIRD ST				86,940	
330430	723 N THIRD ST				83,312	
330441	727 N THIRD ST				53,364	
330490	803 N THIRD ST				163,177	
330500	809 N THIRD ST				44,626	
330510	813 N THIRD ST				47,994	
330520	817 N THIRD ST				67,867	
330530	827 N THIRD ST				292,060	
330550	901 N THIRD ST				105,710	
330600	907 N THIRD ST				107,093	
330610	909 N THIRD ST				74,898	
330620	923 N THIRD ST				76,477	
330630	927 N THIRD ST				242,426	
330640	1001 N THIRD ST				89,993	
330650	1007 N THIRD ST				142,135	
330660	1015 N THIRD ST				289,465	
340010	1025 N THIRD ST				336,491	
340020	1027 N THIRD ST				70,507	
340021	1029 N THIRD ST				0	
340030	1031 N THIRD ST				162,399	
340051	1101 N THIRD ST				340,207	
340070	1109 N THIRD ST				80,199	
340080	1119 N THIRD ST				77,809	
340100	1123 N THIRD ST				97,900	
340110	1127 N THIRD ST				172,400	
340120	1201 N THIRD ST				47,629	



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
340140	1203 N THIRD ST				85,534	
340150	1209 N THIRD ST				138,184	
340160	1213 N THIRD ST				0	
340170	1219 N THIRD ST				0	
340190	301 W KAYE AVE				68,214	
340210	1301 N THIRD ST				620,419	
340260	301 W FAIR AVE				357,400	
350270	828 N THIRD ST				14,408	
350280	824 N THIRD ST				71,439	
350290	816 N THIRD ST				92,644	
350300	800 N THIRD ST				307,224	
350301	810 N THIRD ST				136,990	
350631	900 N THIRD ST				80,717	
350640	908 N THIRD ST				130,114	
350650	910 N THIRD ST				63,953	
350660	914 N THIRD ST				88,789	
350680	926 N THIRD ST				279,990	
351090	1000 N THIRD ST				127,946	
351110	1010 N THIRD ST				132,319	
351120	1012 N THIRD ST				83,573	
351130	1014 N THIRD ST				62,434	
400010	1018 N THIRD ST				70,215	
400040	1034 N THIRD ST				209,475	
400090	1100 N THIRD ST				103,189	
400110	1104 N THIRD ST				67,987	
400130	1106 N THIRD ST				268,194	
400150	1110 N THIRD ST				32,970	
400170	1120 N THIRD ST				22,890	
400180	1126 N THIRD ST				22,155	
400230	1202 N THIRD ST				29,715	



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 24	Total
400250	1208 N THIRD ST				42,735	
400270	1210 N THIRD ST				29,715	
400290	1212 N THIRD ST				199,080	
400340	1240 N THIRD ST				74,786	
400420	1324 N THIRD ST				319,519	
Total Real Property Base		2,851,442	3,520,088	1,805,800	13,896,782	22,074,112
Balancing Parcel Real Property		376,933	96,100	318,900	0	791,933
Total Real Property Base		3,228,375	3,616,188	2,124,700	13,896,782	22,866,045
Total Personal Property Base		58,767	195,279	188,200	136,742	578,988
Balancing Personal Property		349,573	379,600	480,900	0	1,210,073
Total Personal Property Base Value		408,340	574,879	669,100	136,742	1,789,061
Total Base Real & Personal Value		3,636,715	4,191,067	2,793,800	14,033,524	24,655,106

Notes:

## TIF 24 Personal Property Parcels

Address	Parcel Number	2023 Value
150 W RIDGE ST	9630041	0
150 W RIDGE ST	9661098	0
150 W RIDGE ST	9671402	0
216 N THIRD ST	9671740	0
401 N THIRD ST	9671914	0
410 N THIRD ST	9641275	0
415 N THIRD ST	9671252	0
429 N THIRD ST	9660649	0
500 N THIRD ST	9660320	0
501 N THIRD ST	9670885	0
503 N THIRD ST	9671860	8,000
505 N THIRD ST	9672060	5,000
514 N THIRD ST	9640297	0
517 N THIRD ST	9671847	0
521 N THIRD ST	9670505	0
526 N THIRD ST	9630593	0
600 N THIRD ST	9671857	0
603 N THIRD ST	9670766	0
603 N THIRD ST	9672025	0
607 N THIRD ST	9670024	0



Address	Parcel Number	2023 Value
607 N THIRD ST	9672131	0
610 N THIRD ST	9672176	0
611 N THIRD ST	9671418	0
617 N THIRD ST	9650305	0
621 N THIRD ST	9671943	0
621 N THIRD ST	9671943	0
622 N THIRD ST	9670325	0
629 N THIRD ST	9650085	0
701 N THIRD ST	9671021	5,000
711 N THIRD ST	9630675	0
714 N THIRD ST	9650490	0
714 N THIRD ST	9671763	0
717 N THIRD ST	9671919	0
724 N THIRD ST	9640685	0
726 N THIRD ST	9660648	0
727 N THIRD ST	9640115	28,742
803 N THIRD ST	9671733	0
810 N THIRD ST	9672059	0
813 N THIRD ST	9671920	0
816 N THIRD ST	9670990	0
824 N THIRD ST	9651340	0
827 N THIRD ST	9650595	0
828 N THIRD ST	9640257	0
900 N THIRD ST	9670203	0
901 N THIRD ST	9640175	0
907 N THIRD ST	9672177	0
908 N THIRD ST	9670341	0
910 N THIRD ST	9650123	0
914 N THIRD ST	9650610	15,000
926 N THIRD ST	9670270	0
927 N THIRD ST	9660899	0
1000 N THIRD ST	9660725	0
1001 N THIRD ST	9660995	8,000
1007 N THIRD ST	9671206	0
1007 N THIRD ST	9651040	0
1010 N THIRD ST	9650120	0



Address	Parcel Number	2023 Value
1012 N THIRD ST	9660922	0
1014 N THIRD ST	9672023	5,000
1015 N THIRD ST	9671204	5,000
1015 N THIRD ST	9671205	7,000
1015 N THIRD ST	9630591	0
1015 N THIRD ST	9650415	0
1015 N THIRD ST	9671867	0
1015 N THIRD ST	9671979	0
1015 N THIRD ST	9672178	0
1025 N THIRD ST	9670992	0
1029 N THIRD ST	9670567	0
1031 N THIRD ST	9671601	0
1034 N THIRD ST	9672179	0
1034 N THIRD ST	9672180	0
1034 N THIRD ST	9672181	0
1100 N THIRD ST	9660140	0
1100 N THIRD ST	9671719	15,000
1106 N THIRD ST	9630652	0
1123 N THIRD ST	9660661	0
1123 N THIRD ST	9671835	0
1208 N THIRD ST	9672132	0
1209 N THIRD ST	9671977	0
1212 N THIRD ST	9641270	0
1301 N THIRD ST	9672024	35,000
<b>TOTAL</b>		<b>136,742</b>



## EXHIBIT D - TAX CAPTURE ESTIMATES

### Projected Real TIF Capture by TIF District

Tax Year	PROJECTED TIF				TOTAL
	TIF 84	TIF 92 West	TIF 92 East	Third Street	
Millage Rate>	29.2992	21.7274	29.2992	29.2992	
MR w/o Library>	27.5303	19.9585	27.5303	27.5303	
2024	\$240,620	\$233,402	\$522,471	\$0	\$996,493
2025	\$248,583	\$240,657	\$536,564	\$9,447	\$1,035,251
2026	\$271,143	\$248,081	\$550,993	\$19,112	\$1,089,329
2027	\$288,900	\$255,677	\$565,763	\$29,002	\$1,139,342
2028	\$297,797	\$263,449	\$580,885	\$39,121	\$1,181,253
2029	\$288,372	\$249,124	\$555,694	\$46,489	\$1,139,678
2030	\$297,125	\$256,597	\$569,467	\$56,443	\$1,179,632
2031	\$306,080	\$264,243	\$584,625	\$66,629	\$1,221,577
2032	\$315,243	\$272,067	\$600,144	\$77,051	\$1,264,506
2033	\$324,619	\$280,073	\$616,032	\$87,715	\$1,308,439
2034	\$334,213	\$288,265	\$632,297	\$98,626	\$1,353,401
2035	\$344,029	\$296,647	\$648,949	\$109,791	\$1,399,416
2036	\$354,072	\$305,224	\$664,436	\$121,214	\$1,444,947
2037	\$364,349	\$314,001	\$681,054	\$132,902	\$1,492,306
2038	\$374,864	\$322,981	\$698,886	\$144,862	\$1,541,593
2039	\$385,624	\$332,170	\$717,142	\$157,099	\$1,592,034
2040	\$396,632	\$341,445	\$735,830	\$169,620	\$1,643,528
2041	\$407,897	\$351,052	\$754,963	\$182,432	\$1,696,343
2042	\$419,422	\$360,894	\$775,096	\$195,540	\$1,750,952
2043	\$431,215	\$373,168	\$794,604	\$208,953	\$1,807,940
2044	\$443,281	\$384,230	\$815,133	\$222,677	\$1,865,322
2045	\$455,628	\$394,819	\$836,149	\$236,720	\$1,923,316
2046	\$468,261	\$405,653	\$857,664	\$251,088	\$1,982,666
2047	\$481,187	\$416,739	\$920,057	\$265,789	\$2,083,772
2048	\$494,413	\$428,082	\$958,692	\$280,832	\$2,162,020
2049	\$507,946	\$439,689	\$982,622	\$296,224	\$2,226,480
2050	\$521,792	\$451,564	\$1,035,656	\$311,973	\$2,320,985
2051	\$535,960	\$463,715	\$1,074,311	\$328,087	\$2,402,074
2052	\$550,457	\$476,148	\$1,100,593	\$344,575	\$2,471,773
2053	\$565,290	\$488,870	\$1,127,485	\$361,445	\$2,543,090
2054	\$580,467	\$501,886	\$1,155,001	\$378,707	\$2,616,061
TOTAL	\$12,295,482	\$10,700,614	\$23,649,261	\$5,230,164	\$51,875,521

#### Notes:

- 2023 millages rates used
- The County is opted out of TIF 92 West
- Assumes the Library does not opt in after they are automatically opted out after 2028
- Italics indicates projections



## EXHIBIT E - Impact on Taxing Authorities

### Projected TIF Collected by DDA Broken Down by Taxing

Tax Year	City	County	DDA	Iron Ore H.A.	Library	TOTAL
millage rate>	17.9057	7.5718	1.8558	0.1970	1.7689	
2024	\$658,698	\$197,206	\$68,269	\$7,247	\$65,073	\$996,493
2025	\$683,930	\$205,347	\$70,884	\$7,525	\$67,565	\$1,035,251
2026	\$718,559	\$217,404	\$74,474	\$7,906	\$70,986	\$1,089,329
2027	\$750,742	\$228,366	\$77,809	\$8,260	\$74,166	\$1,139,342
2028	\$778,010	\$237,188	\$80,635	\$8,560	\$76,859	\$1,181,253
2029	\$802,717	\$244,934	\$83,196	\$8,832	0	\$1,139,678
2030	\$830,547	\$253,867	\$86,080	\$9,138	0	\$1,179,632
2031	\$859,715	\$263,300	\$89,103	\$9,459	0	\$1,221,577
2032	\$889,566	\$272,956	\$92,197	\$9,787	0	\$1,264,506
2033	\$920,116	\$282,837	\$95,364	\$10,123	0	\$1,308,439
2034	\$951,380	\$292,950	\$98,604	\$10,467	0	\$1,353,401
2035	\$983,377	\$303,300	\$101,920	\$10,819	0	\$1,399,416
2036	\$1,015,106	\$313,464	\$105,209	\$11,168	0	\$1,444,947
2037	\$1,048,074	\$324,075	\$108,626	\$11,531	0	\$1,492,306
2038	\$1,082,346	\$335,161	\$112,178	\$11,908	0	\$1,541,593
2039	\$1,117,420	\$346,507	\$115,813	\$12,294	0	\$1,592,034
2040	\$1,153,200	\$358,119	\$119,521	\$12,688	0	\$1,643,528
2041	\$1,189,922	\$370,002	\$123,327	\$13,092	0	\$1,696,343
2042	\$1,227,868	\$382,315	\$127,260	\$13,509	0	\$1,750,952
2043	\$1,267,962	\$394,613	\$131,415	\$13,950	0	\$1,807,940
2044	\$1,308,012	\$407,352	\$135,566	\$14,391	0	\$1,865,322
2045	\$1,348,344	\$420,390	\$139,746	\$14,835	0	\$1,923,316
2046	\$1,389,619	\$433,734	\$144,024	\$15,289	0	\$1,982,666
2047	\$1,458,114	\$458,493	\$151,123	\$16,042	0	\$2,083,772
2048	\$1,511,805	\$476,894	\$156,688	\$16,633	0	\$2,162,020
2049	\$1,556,594	\$491,431	\$161,330	\$17,126	0	\$2,226,480
2050	\$1,620,990	\$514,156	\$168,004	\$17,834	0	\$2,320,985
2051	\$1,676,728	\$533,117	\$173,781	\$18,448	0	\$2,402,074
2052	\$1,725,129	\$548,867	\$178,797	\$18,980	0	\$2,471,773
2053	\$1,774,652	\$564,983	\$183,930	\$19,525	0	\$2,543,090
2054	\$1,825,325	\$581,472	\$189,182	\$20,082	0	\$2,616,061
TOTAL	\$36,124,569	\$11,254,799	\$3,744,058	\$397,446	\$354,649	\$51,875,521

#### Notes:

- 2023 millages rates used
- The County is opted out of TIF 92 West
- Assumes the Library does not opt in after they are automatically opted out after 2028
- Italics indicates projections



## *Resolution Designating Certifying Officer*

**WHEREAS**, Michigan Public Act 57 of 2018 enables municipalities to correct property value deterioration and promote economic growth by creating and operating downtown development authorities, and

**WHEREAS**, the City of Marquette created a downtown development authority in 1976, and further adopted a DDA development and tax increment financing plan in 1984, which was amended in 1992, and 2011, and

**WHEREAS**, on January 11, 2024, the Marquette Downtown Development Authority recommended a new amendment to its Development and Tax Increment Financing Plan, and

**WHEREAS**, the City of Marquette City Commission properly noticed and held a public hearing on March 11, 2024 pursuant to Michigan Public Act 57 of 2018, and

**WHEREAS**, the City of Marquette City Commission has determined today the need to amend the plan and expand tax increment collections,

**NOW, THEREFORE**, be it resolved that the Marquette City Commission hereby adopt the Development Plan and Tax Increment Financing Plan #4 in its entirety.

Dated this 11<sup>th</sup> Day of March, 2024.

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Sally Davis  
Mayor  
City of Marquette

**City of Marquette, MI**

300 West Baraga Avenue

Marquette, MI 49855

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**Agenda Date:** 3/11/2024

**Consent Agenda**

**Approve the minutes of the February 20, 2024 regular Commission meeting**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Feb. 20 minutes



## Meeting Minutes City Commission

Tuesday, February 20, 2024  
6:00 PM  
Commission Chambers

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

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

Absent: Smith

Commissioner Jerney Ottaway moved to excuse Commissioner Jenna Smith due to personal reasons, seconded by Mayor Pro Tem Jessica Hanley and Carried Unanimously

### Approval of the Agenda

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

### Announcements

Mayor Davis made announcements about early voting opportunities in the City, as well as upcoming engagement opportunities regarding the City's Master Plan.

### Boards and Committees

#### 1. Appointment(s)

Alison Taras, Public Art Commission for a term ending 2-26-27

Mayor Pro Tem Jessica Hanley moved to Approve the appointment as listed, seconded by Commissioner Paul Schloegel and Carried Unanimously.

#### 2. Reappointment(s)

John Stewart, Parks and Recreation Advisory Board for a term ending 1-29-27

Mayor Pro Tem Jessica Hanley moved to Approve the reappointment as listed, seconded by Commissioner Paul Schloegel and Carried Unanimously.

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

Gail Anthony discussed the positive impacts of the City's senior service programming. Brooke Tharp spoke about the need for affordable housing, and discussed the concept

of utilizing landlord incentives to help address the issue.

Ann Fisher praised the work of the Marquette Senior Center, and talked about her involvement with the AARP tax program and of the support offered by the center.

Margaret Brumm talked about the history and impact of Covid-19, and asked the City Commission to declare a Covid Remembrance Day in the city.

### **Presentation(s)**

#### **3. Senior Services Update, by Senior Services Manager Maureen McFadden**

City Senior Services Manager Maureen McFadden offered a presentation about the Marquette Senior Center. She spoke about the funding sources for the center and highlighted the long list of aging services and programming offered. She focused on the social determinants of health and of the importance of supporting empowerment and independence for the aging population of the county. The Marquette Senior Center serves nearly 8,300 residents in the City of Marquette and the neighboring townships of Chocolay, Marquette and Powell. Maureen said the center has been selected as one of two to present at the national conference of the National Council on Aging.

She told the City Commission that the City and County millages that fund the senior center will both be up for renewal in the near future.

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

Commissioner Jerney Ottaway moved to Approve Consent Agenda as written, seconded by Commissioner Michael Larson and Carried Unanimously.

**4.a.** Approve the minutes of the February 12, 2024 regular Commission meeting

**4.b.** Approve the total bills payable in the amount of \$892,267.95

**4.c.** Moosewood Nature Center, Inc. - Amended Lease Agreement

**4.d.** Proclamation - Spread Goodness Day

**4.e.** Recreation Master Plan Contract

**4.f.** Resolution Accepting the DNR Spark Grant Agreement - Roll Call Vote

### **Unfinished Business**

#### **5. City Manager and City Attorney Evaluation Subcommittee**

Mayor Pro Tem Jessica Hanley moved to Approve the subcommittee's recommendation to increase the City Manager's and City Attorney's salaries by 5% retroactive to October 1, 2023; direct the City Attorney to amend both contracts; and authorize the Mayor and Clerk to sign the amended contracts, seconded by Commissioner Cody Mayer and Carried Unanimously.

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

**state your name and physical address when making public comments.**

Margaret Brumm talked about the upcoming meeting of the Board of Light and Power and also discussed her upcoming presentation about intellectual property rules and regulations.

Gail Anthony picked up where she left off earlier, discussing the value of the Senior Center programming.

#### **Comments from the Commission**

**Commissioner Mayer** had no comments.

**Commissioner Ottaway** thanked Gail Anthony for her story. He also said that he was looking forward to the City's annual Restaurant Week in March.

**Mayor Pro Tem Hanley** thanked Gail for sharing her story.

**Commissioner Schloegel** spoke about the importance of the City's Community Services Department -- Arts and Culture, Parks and Recreation and the Senior Center -- and about the outsized impact those divisions have on the entire City. He spoke about the need for affordable housing, including about the importance of working in concert with other communities.

**Commissioner Larson** complimented the work of the Senior Center and said that the sheer number of people utilizing the services is a powerful testament. He also reminded people that Spread Goodness Day is March 8.

**Mayor Davis** talked about the City processes related to the City Master Plan and City Recreation Master Plan.

#### **Comments from the City Manager**

**City Manager Karen Kovacs** talked about the regional nature of the housing discussion. She said the master planning draft is being unveiled tomorrow, but noted that the plan will still be discussed further in the future.

#### **Adjournment**

Mayor Davis adjourned the meeting at 6:47 p.m.

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**Sally Davis, Mayor**

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**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](mailto:estemen@marquettemi.gov).*

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/11/2024

**Consent Agenda**

**Carden Circus - Special Event Permit**

**BACKGROUND:**

The Carden International Circus, Inc. is requesting a Special Event Permit for City Parks, Streets, Buildings and Grounds to use the Russell Arena within Lakeview Arena for the Carden Circus May 25 and May 26, 2024. Use details are included in the agreement. Staff has worked with the City Attorney and user group to develop the permit.

**FISCAL EFFECT:**

The Lakeview Arena fund will receive \$3,600 plus miscellaneous reimbursements.

**RECOMMENDATION:**

Approve the Special Event Permit for City Parks, Streets, Buildings and Grounds with the Carden International Circus, and authorize the Mayor and Clerk to sign the agreement.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Permit and Insurance

SPECIAL EVENTS PERMIT FOR CITY PARKS,  
STREETS, BUILDINGS AND GROUNDS

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between CITY OF MARQUETTE, a Municipal Corporation of 300 W. Baraga Avenue, Marquette, Michigan, 49855, hereinafter referred to as the "CITY", and CARDEN INTERNATIONAL CIRCUS, INC., a Missouri corporation of 3901 W. State Highway 0, Springfield, MO 65803, hereinafter referred to as "PERMITTEE".

INSTRUCTIONS - PERMITTEE shall comply with all sections of this permit with a darkened box (■) .

WITNESSETH:

- (1) Description. The CITY in consideration of the terms, conditions, covenants and agreements to be performed by PERMITTEE, does hereby grant to PERMITTEE permission to use and occupy the following ["premises"]:

RUSSELL ARENA

- (2) Term. The term of this Permit shall be for May 25, 2024 from 6:00 a.m. until May 26, 2024 at 11:00 p.m.
- (3) Acceptance of Premises. PERMITTEE has examined and is satisfied with the physical condition of the premises, and accepts the premises in their "as is" condition.
- (4) Use. PERMITTEE may use and occupy the premises for:

"CARDEN CIRCUS"

and for no other reason. The use and occupancy shall only be under PERMITTEE'S name or any assumed name of PERMITTEE. PERMITTEE shall not use or knowingly allow any part of the premises to be used for any unlawful purpose. In the event of any violation of this provision the CITY at its sole discretion may terminate this Permit and expel PERMITTEE from the premises. PERMITTEE waives, releases and relinquishes all claims of right or interest in the premises, other than as granted pursuant to this Permit.

- (5) Fees. PERMITTEE shall be responsible for paying the following fees in connection with the use of the PREMISES:

<b>Russell Arena</b>	<b>\$1,800.00/Day</b>
<b>Staging/Stairs</b>	<b>\$25.00/Section</b>
<b>Chairs</b>	<b>\$2.00/per chair User set up</b>
	<b>\$5.00/per chair Arena Staff set up</b>
<b>Tables</b>	<b>\$5.00/per table User set up</b>
	<b>\$10.00/per table Arena Staff set up</b>

<b>Pipe and Drape</b>	<b>\$12.50/section</b>
<b>Genie Boom</b>	<b>\$80.00/hour (equipment only)</b>
<b>Service Personnel (i.e. equipment operator, etc.)</b>	<b>\$45.00/hour w/ 2 hr minimum*</b>

- (6) Clean-up, Repairs, Maintenance and Damage. PERMITTEE shall be solely responsible for clean-up of the premises and the repair expense for any damage caused to the premises throughout the term of this Permit. PERMITTEE shall remove all of its belongings from the premises and complete all clean-up and repairs no later than 48 hours after the end of the Term. PERMITTEE shall, at the direction of the CITY, provide a sufficient number of dumpsters and trash collection cans for the event. PERMITTEE will be responsible to reimburse the CITY for out-of-pocket costs (i.e. tipping fee) associated with trash removal and disposal. The CITY strongly encourages PERMITTEE to utilize volunteers for clean-up.

PERMITTEE shall take good care of and shall keep the premises, including its fixtures and furnishings, in a clean, safe, orderly and sanitary condition including, but not limited to, keeping all sidewalks, parking areas, alleys, roadways and facilities/areas which are a part of the premises, neat and clean; guarding all defects on the premises which may be a hazard to the general public and business invitees; and promptly removing all debris or any other material which may be a hazard to the general public and business invitees. PERMITTEE shall promptly make all repairs which are required to maintain the premises in the condition which existed upon the commencement of its actual use and occupancy. PERMITTEE shall not be required to repair plumbing and electrical components of the premises for damages which is not caused by the PERMITTEE, its guests or invitees. At the termination of this Permit, PERMITTEE shall yield and deliver up the premises in like condition, reasonable use and wear thereof and damage by the elements exempted.

- (7) Clean-up and Damage Bond. PERMITTEE shall deposit with the Parks and Recreation Department a clean-up and damage bond in the form of cash or certified check payable to the CITY, in the amount of \$250.00. This will correlate with the type of insurance required. The bond should be deposited with the Community Services Department - Parks and Recreation Division at the time the application is submitted, when possible, but is required prior to the permit being presented to the City Commission for approval. The bond shall be processed to be returned to PERMITTEE, without interest, within seven (7) days after all of the following have occurred:

- (a) PERMITTEE has complied with all terms of this Permit, including completely vacating the premises by the required time period.
- (b) the term of the Permit has expired;

(c) PERMITTEE has fully performed the restoration and clean-up of the premises to an “as-is” or better condition as prior to the event; and

(d) PERMITTEE has paid all fees set forth herein.

Should PERMITTEE fail to comply with any of these terms, the CITY may retain the clean-up and damage bond and if the amount thereof is insufficient, pursue all other remedies.

- (8) Electrical Permits. For any event, carnival or fair connecting to or modifying an existing electrical source or service, PERMITTEE covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. An electrical permit shall be obtained two (2) weeks prior to the event and a copy shall be provided to the Community Services Department - Parks & Recreation Division office at least one (1) week prior to the event. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service.

- (9) All Utilities. The CITY agrees to allow PERMITTEE to use existing electrical and water services for food and beverage concessions, lighting and audio equipment. However, the CITY shall not be responsible for any damages whatsoever due to any interruption in electrical, water or other services.

There shall be no modification or alteration of the CITY’s electrical supply boxes or other equipment, unless prior approval has been obtained from the CITY and any work is approved by the CITY’s electrical inspector. All such work must be done by a licensed electrical contractor at PERMITTEE’S sole expense.

- (10) Reimbursement of Utility Costs. PERMITTEE shall reimburse the CITY the sum of \$500.00 for the costs of electric, water and other utility services utilized by the PERMITTEE, its vendees and concessionaires.

- (11) Signs. PERMITTEE shall be entitled, at PERMITTEE’S own expense, to install signs and banners along the premises. Signs shall comply with the Zoning Chapter of the Marquette Code of Ordinances.

- (12) Insurances. CERTIFICATES OR OTHER EVIDENCE OF ALL REQUIRED COVERAGES AND ENDORSEMENTS MUST BE FILED WITH THE COMMUNITY SERVICES DEPARTMENT - PARKS & RECREATION DIVISION NO LATER THAN THE DATES LISTED WITH EACH TYPE OF INSUARNCE. FAILURE TO ABIDE BY THE REQUIRED DATES WILL RESULT IN THE EVENT BEING CANCELLED OR RESTRICT THE TYPE OF ACTIVITY THAT MAY OCCUR AT THE EVENT.

- General Liability

PERMITTEE shall carry comprehensive general liability insurance, including premises and all operations, through companies licensed and admitted to do business in Michigan, which shall provide protection from all claims of damage or injury, including death, to persons and property which may arise out of, result from or be caused by PERMITTEE'S use or occupancy of the premises or its operations conducted thereon, with occurrence and aggregate limits of not less \$1,000,000, per occurrence.

THE CITY, ITS OFFICERS AND EMPLOYEES SHALL BE NAMED AN ADDITIONAL INSURED AND THIS COVERAGE SHALL BE ENDORSED ON THE CERTIFICATE AND POLICY "AS BEING PRIMARY TO THE CITY, AND NOT IN EXCESS OF ANY OTHER INSURANCE, SIMILAR PROTECTION (E.G. RISK MANAGEMENT ASSOCIATION) OR ANY OTHER VALID, APPLICABLE, OR COLLECTABLE INSURANCE OR SELF-INSURANCE WHICH IS OR MAY BE AVAILABLE TO OR CARRIED BY THE CITY."

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in cancellation of the event.

☐ Liquor Liability.

PERMITTEE or its designee (for example, a local service club) shall carry liquor liability insurance with combined limits of not less than \$500,000 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.

PERMITTEE shall, no later than 7 days prior to the Event, provide the CITY with a certificate or other evidence of liquor liability insurance coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

☐ Motor Vehicle Liability

PERMITTEE shall also obtain and maintain vehicle liability coverage for all owned, non-owned and hired motor vehicles which may be operated, maintained or used on the premises. Minimum combined limits of \$500,000 shall be maintained.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any motor vehicle at the event.

■ Food

PERMITTEE or its designee shall carry products and completed operations coverage insurance with combined limits of not less than \$500,000 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 food on the premises.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of food at the event.

■ Other insurance.

If PERMITTEE employs any independent contractor or others for any purpose whatsoever in relation to its use or occupancy of the premises, or for any operations or maintenance connected therewith, PERMITTEE shall obtain and maintain, or cause said independent contractor to obtain and maintain, policies of workers compensation insurance and such other liability insurance of the types and in the amounts outlined above which will provide coverage to the CITY, its officer and employees for all claims which may arise out of, result from or be caused by that work.

PERMITTEE shall, no later than 30 days prior to the Event, provide the CITY with a certificate or other evidence of the required coverage. The certificate or other evidence of coverage shall provide a thirty (30) day written notice to the CITY in the event of cancellation or material changes in the coverage. Failure to abide by this provision will result in the prohibition of use of any independent contractor or other person or entity in connection with the event.

- (13) Indemnity. PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the CITY, its officers or employees, in whole or in part by reason of PERMITTEE'S acts or omissions, or by its use or occupancy of or its

operations on the premises or by reason of any other person on the premises by contract, invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, PERMITTEE shall give notice to the CITY within twelve (12) hours after the occurrence thereof or after PERMITTEE learns of such occurrence.

The indemnity, defense and hold harmless requirements shall include and extend to bodily injury to any person or injury to any property of PERMITTEE, its employees and all persons on the premises by contract, invitation or consent.

All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the risk of PERMITTEE only.

- (14) **Right of Inspection and Access.** The CITY may enter the premises at any time to examine, inspect and to do whatever the CITY may deem necessary or desirable to determine compliance with or to enforce the terms of the permit. Marquette police, fire and other enforcement personnel shall have unrestricted access to the premises at all times.
- (15) **Compliance With Rules and Regulations.** PERMITTEE shall abide by all laws, statutes, ordinances, governmental orders, rules and regulations which control or in any manner affect or relate to the use or occupancy of the premises, or operations conducted thereon.
- (16) **Concessions.** PERMITTEE or its designees shall be allowed to sell assorted food and beverage items and to run concession stands during the term of the Permit. PERMITTEE or its designee shall obtain all necessary licenses and/or permits from the appropriate state, county or city governmental authorities. All concessions will be closed by 10:00 p.m. each day. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 2 weeks prior to the event. PERMITTEE shall submit a list of all food concessionaires to the Fire Marshall's office one (1) week prior to the event. PERMITTEE shall notify and require the following of all food concessionaires:
  - (a) A fire extinguisher shall be provided in all tents and in all areas and enclosures used for cooking.
    - (i) The fire extinguisher shall be a 1A:20B: C type, a minimum of 5 pounds.
    - (ii) Proof that the fire extinguisher has been serviced within the last year is required.
    - (iii) The extinguisher shall be tagged with the date and service provider.

(iv) If the fire extinguisher was purchased within the last year, a sales slip must be provided.

(v) The unit shall be mounted on the center post of each tent, not more than five (5) feet of the ground and accessible for use in an emergency.

(b) All propane tanks used for cooking shall be secured so as to prevent tipping. The tanks shall be remote from congested areas.

(c) Only approved, heavy-duty extension cords shall be used and all electrical connections shall be protected.

If the vendor fails to comply with these requirements, they will not be permitted to participate in the event.

☐ (17) Alcoholic Beverages. PERMITTEE or its designee shall be allowed to sell and/or furnish beer and wine on the premises as follows:

from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_ 20\_\_;  
from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_ 20\_\_;  
from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_ 20\_\_;  
from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_ 20\_\_;

PERMITTEE is solely responsible for obtaining all necessary licenses and permits in order to sell and/or furnish alcohol products. A copy of each license and/or permit obtained by PERMITTEE must be provided to the Parks & Recreation Department no later than 7 days prior to the event. Failure to abide by this provision will result in the prohibition of the sale, furnishing, giving, distribution or consumption of alcohol beverages at the event.

If an additional day is needed for the event due to inclement weather, the time for selling and/or furnishing beer and wine on the premises shall be from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. / p.m. on \_\_\_\_\_, 20\_\_. The sale, furnishing and consumption of alcoholic beverages is specifically conditioned upon PERMITTEE or its designee obtaining and maintaining the appropriate license or permit from the Michigan liquor control commission at all relevant times and on PERMITTEE or its designee obtaining and maintaining liquor liability insurance as required in this Permit.

■ (18) Exclusive Use. PERMITTEE shall have the exclusive use of the premises during the term of this permit.

■ (19) Admission. PERMITTEE may charge admission to the general public to enter premises. Entry shall not be denied to any individual based upon race, sex, age, creed, or national origin.

- (20) Police and Fire Protection. PERMITTEE shall fully reimburse the CITY at overtime and fringe benefit rates for all additional police and/or fire department officers who are assigned to the premises, or the vicinity thereof, because of the use or occupancy thereof by PERMITTEE.
- (21) Parking and Traffic. PERMITTEE shall prohibit all motor vehicles in or on the premises and shall cause all streets and alleys to be properly barricaded and signed. All motor vehicles shall be operated only on established roads and parked in designated areas. All fire lanes and no parking zones shall be maintained during the event.
- (22) Health and Sanitation Facilities. PERMITTEE shall furnish and maintain a sufficient number of portable bathrooms and washing facilities, at PERMITTEE'S expense. This number shall be determined by the Marquette County Health Department. Each bank or group of portable restrooms shall have a minimum of one (1) barrier free/ADA compliant restroom. A bank or group consists of ten (10) or less portable restrooms.
- (23) Compliance with PERMITTEE'S Representations. PERMITTEE shall fully comply with all representations and promises set forth in its Application for Special Events Permit
- (24) Equipment and Services. The CITY agrees to have the following equipment and services available during the term of this Permit:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
- (25) Security. It shall be PERMITTEE'S sole responsibility to provide security throughout the term of the event. The Chief of Police or designee shall establish the number of security personnel whom PERMITTEE shall be required to have on the premises. The security shall be provided by a licensed and certified security agency, whose members shall be in identifiable uniforms.
- (26) Bleachers, Booths, Fencing and Tents. PERMITTEE shall be solely responsible for the construction and removal of any bleachers, booths, fencing, tents or structures used during the course of the event, except that CITY shall be responsible for booths located within the Arena.
- (27) Reimbursement of Other Costs. PERMITTEE shall reimburse the CITY for all cost relating to the use of barricades, fencing, bleachers and other facilities and equipment provided by the CITY. PERMITTEE, on behalf of the organization, agrees to reimburse the City of Marquette for its "out-of-pocket" expenses which includes but is not limited to overtime of City employees and trash disposal tipping

fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of Marquette invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days.

- (28) Tents. All tents or air supported structures used during the term of the permit shall comply with Section 31 of the Michigan Building Code and Section 24 of the International Fire Code. Material of all tents shall be of non-combustible material or flame resistant material conforming to NFPA 701, treated in an approved manner to render the material flame resistant. Appropriate documentation must be presented to any Building Code Enforcement Officer, Fire Official or other Code Official upon request. A copy shall also be retained on the premises where the tent is located. The documentation must attest to the following information relative to the flame resistance of the fabric:

- (a) Name and address of the owners of the tent or air supported structure.
- (b) Date the fabric was last treated with flame resistant solution.
- (c) Trade name of kind of chemical used in treatment.
- (d) Name of person or firm treating the material.
- (e) Name of testing agency and test standard by which the fabric was treated.

If more than one tent or air supported structure is located on the premises a copy of all required documentation for each tent or structure shall be kept at a central location on the premises. The use of gasoline, gas, charcoal or any other cooking devices or any unapproved flame inside or within 20 feet of a tent or other air supported structure is strictly prohibited.

- (29) Fire.
  - (a) No open flames or explosives shall be permitted for decoration, display or use without permission from the Fire Department.
  - (b) The use of paper or fabric for coverings or decoration shall not be permitted unless proof is submitted to the Fire Department that such materials are flame proof.
  - (c) All seating capacity and room arrangements shall be approved by the Fire Department.

(d) An access lane, a minimum of eighteen (18) feet wide, shall be maintained leading into and out of the event so that emergency vehicles can enter in case of an emergency.

(e) Barricades or any type of obstruction which could impede or interfere with fire suppression forces shall not be erected.

- (30) Music. PERMITTEE shall be solely responsible for obtaining the appropriate license to present any music covered by copyright, whether by live performance, recorded music or retransmission of radio and/or television broadcast. The PERMITTEE covenants and agrees to indemnify, protect, defend and save the CITY, its officers and employees harmless from any claim, action or suit or for any loss, liability and damages that may be asserted or levied against the CITY, its officers or employees, based in whole or in part upon a claim of copyright infringement.

- (31) Conditions/Requirements. Additional conditions and requirements of this permit are as follows:

Lakeview Arena must be vacated each night – no people or animals may be housed in the facility at night.

- (32) Cancellation or Modification. It is understood and agreed that ten (10) days advance written notice of any cancellation, reduction and/or material changes in the proposed agenda will be provided to the Community Services Director, City of Marquette, 401 East Fair Avenue, Marquette, Michigan, 49855.

- (33) Duplicate Original Copies. This Permit is executed in triplicate original copies, two of which shall be retained by the CITY and one by PERMITTEE, each of which shall be deemed to be an original, but all of which shall be construed as one and the same document.

- (34) Governing Law. This Permit and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.

- (35) Paragraph Headings. The paragraph headings appearing in the Permit have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the paragraphs to which they appertain.

- (36) Entire Agreement. This Permit represents the entire agreement of the parties and shall be deemed to be an integrated agreement containing all prior and contemporaneous oral and written agreement between the parties, and shall not be modified in any part, except in a writing signed by all parties.

IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO DESIGNATE A SPECIFIC LOCATION ON THE PREMISES AS ITS HEADQUARTERS AND TO HAVE AVAILABLE AT THAT LOCATION, AT ALL TIMES THE PREMISES ARE OPEN TO THE PUBLIC AND DURING SET UP OR CONSTRUCTION, AT LEAST ONE PERSON WHO HAS THE KNOWLEDGE AND AUTHORITY TO REPRESENT PERMITTEE CONCERNING ALL ACTIVITIES CONDUCTED UNDER THE TERMS OF THE PERMIT. FAILURE TO COMPLY WITH THIS SECTION OR ANY OTHER TERM OF THE PERMIT SHALL BE CAUSE FOR THE CITY MANAGER, CHIEF OF POLICE, FIRE CHIEF, OR DESIGNEE TO IMMEDIATELY REVOKE THIS SPECIAL EVENTS PERMIT AND TO REQUIRE PERMITTEE TO VACATE THE PREMISES.

The parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MARQUETTE

CARDEN INTERNATIONAL  
CIRCUS, INC.

\_\_\_\_\_  
Sally Davis, Mayor



By:  
Its:

\_\_\_\_\_  
Kyle Whitney, City Clerk



By:  
Its:

Approved as to Substance:

\_\_\_\_\_  
Karen M. Kovacs, City Manager

Approved as to Form:

\_\_\_\_\_  
Suzanne C. Larsen, City Attorney



CARDINT-01

MCHUA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/8/2024

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

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

**PRODUCER**  
Johnson, Kendall & Johnson, Inc.  
109 Pheasant Run  
Newtown, PA 18940

**CONTACT NAME:**  
**PHONE** (A/C, No, Ext) (215) 968-4741 **FAX** (A/C, No) (215) 968-0973  
**E-MAIL ADDRESS:** info@kj.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Accredited Surety and Casualty Company, Inc. 26379

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Carden International Circus, Inc.  
3901 W. State Highway 0  
Springfield, MO 65803

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X	1-TRE-MO-17-01338681-00	8/22/2023	8/22/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT X LOG					
	OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A					E L EACH ACCIDENT \$ F L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

Elephant, Camel and Pony acts and rides. Moonbounces and Face painting, Circus acts and production. The following are named as additional insured:  
Lakeview Arena; and the City of Marquette  
Dates: May 10th & 11th, 2024

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 3/11/2024

### **Consent Agenda** **Door and Glass Purchase**

#### **BACKGROUND:**

Following an internal review of City Hall infrastructure, a determination was made that several specialty doors and glass panes require replacement in the near future. Due to the nature of the materials, City staff are recommending a purchase from LaForce, LLC of Green Bay, Wisconsin.

#### **FISCAL EFFECT:**

A budget adjustment is needed to cover the purchase.

#### **RECOMMENDATION:**

Approve the purchase of building doors and glass from LaForce, LLC of Green Bay, Wisconsin in an amount not to exceed \$30,548.70.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

No Attachments Available

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 3/11/2024

### **Consent Agenda**

#### **KBIC Funding for the Hospitality House of the Upper Peninsula, Inc.**

##### **BACKGROUND:**

Recently the Hospitality House of the Upper Peninsula, Inc., asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for \$25,000 to provide support to patients and families receiving treatment for serious illness, injuries or other chronic medical conditions at Marquette area hospitals and clinics. In consideration of the City agreeing to act as a pass-through, the Hospitality House agrees to dedicate any funds received from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the Hospitality House.

##### **FISCAL EFFECT:**

No direct cost to the City.

##### **RECOMMENDATION:**

Approve the request to act as the fiscal intermediary for KBIC funding of \$25,000 to assist the Hospitality House of the Upper Peninsula, Inc. with funding for public peace and health.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Hospitality House KBIC Request
- ▣ Hospitality House Agreement



February 25, 2024

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

Dear Ms. Kovacs,

Please accept this letter as our formal request for consideration of the Hospitality House of the Upper Peninsula, Inc., dba, "Beacon House", as an approved agency to receive a grant from casino profits distributed by the Keweenaw Bay Indian Community's Tribal Council during its next distribution to local municipal and county governments.

From 2002 to 2023, Beacon House programs provided over 343,000 overnight stays to 97,666 people from every county of the Upper Peninsula. Thirty-seven (37%) percent of our guest came from Baraga, Houghton and Keweenaw Counties. In the two years since we opened our new Steve Mariucci Family Beacon House we've provided over 18,381 overnight stays to 4,883 individuals needing our support in their medical crisis.

We are submitting a new grant request for additional financial support for programs to support patients and families receiving treatment for serious illnesses, injuries and other chronic medical conditions at Marquette area hospitals and clinics.

We will be sending a request to KBIC leaders seeking \$25,000 in support of the operations at the Mariucci Family Beacon House. The public health and safety benefit we provide is a vital one, and we hope that you'll consider us eligible for this opportunity to receive these funds.

Please feel free to call me with any questions at 906-225-7100. We appreciate your assistance!

My very best regards,

*Mary*

Mary Tavernini Dowling, CEO

Steve Mariucci Family Beacon House | 200 S. Seventh Street, Marquette, MI 49855  
906-225-7100 | [www.upbeaconhouse.org](http://www.upbeaconhouse.org) |

## AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and Hospitality House of the Upper Peninsula, Inc., a Michigan nonprofit corporation, with offices located at 200 S. Seventh Street, Marquette, MI 49855 (hereinafter referred to as "Hospitality House").

**WHEREAS**, Hospitality House operates the "Beacon House," which provides support to patients and families receiving treatment for serious illness, injuries or other chronic medical conditions at Marquette area hospitals and clinics; and

**WHEREAS**, Marquette City Charter Section 2-12 states: "The city commission shall see that provision is made for the public peace and health, and for the safety of persons and property;" and

**WHEREAS**, the Marquette City Commission, having determined that Hospitality House assists the City in carrying out its obligation to provide for the public peace and health of persons and is a valid purpose under the Charter, is therefore willing to enter into this Agreement with Hospitality House upon certain terms and conditions.

**NOW, THEREFORE**, the parties agree:

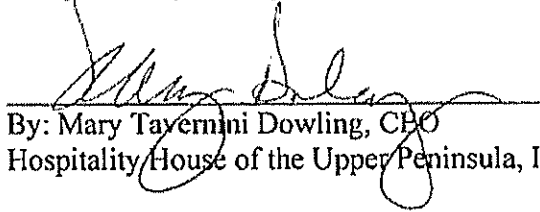
1. That for and in consideration of the payment by the City to Hospitality House of the sum of \$25,000 from the Keweenaw Bay Indian Community, Hospitality House will accept said money from the City to assist the City in carrying out its obligation to provide for the public peace and health of persons.
2. That the parties further understand and agree that the payment of the sum of \$25,000 by the City to Hospitality House as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to Hospitality House.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: \_\_\_\_\_

By: Karen M. Kovacs  
Marquette City Manager

Dated: 2/27/24

  
By: Mary Tayernini Dowling, CEO  
Hospitality House of the Upper Peninsula, Inc.

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 3/11/2024

### **Consent Agenda**

#### **KBIC Funding for the Marquette City Fire Department**

##### **BACKGROUND:**

Firefighting is a physically demanding profession and firefighters have a 75% higher rate of cardiovascular death than the general population. The department provides fitness equipment, but heavy use and age has degraded it, and the equipment is past its useful life service. The department's request to the Keweenaw Bay Indian Community is for \$4,978.86 to be used to procure the fitness equipment itemized in the attachment. Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards.

##### **FISCAL EFFECT:**

No direct cost to the City.

##### **RECOMMENDATION:**

Authorize the City to act as the fiscal intermediary for Keweenaw Bay Indian Community for \$4,978.86 for the purchase of fitness equipment.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

###### Description

- ▣ 2024 KBIC Grant Request Letter
- ▣ Fire Department Agreement



# MARQUETTE FIRE DEPARTMENT

418 S. THIRD ST  
MARQUETTE, MI 49855  
[www.marquettemi.gov](http://www.marquettemi.gov)  
906-225-8936



Fire Chief

Ian Davis

Fire Marshall

Jeff Fossitt

Battalion Chief

Brian Phillips

Battalion Chief

Brian Talvensaari

Battalion Chief

Kurt Hillier

Mrs. Doreen Blaker – Tribal President  
Keweenaw Bay Indian Community (KBIC)  
16429 Bear Town Road  
Baraga, Michigan 49908

January 26th, 2024

Re: Grant Request respectfully submitted by the Marquette City Fire Department for the purchase of new physical fitness equipment to be used by all current and future firefighters working in our jurisdiction.

Dear Mrs. Blaker:

I would like to thank you on behalf of the Marquette City Fire Department for your time in reviewing and considering our grant. We are very thankful for the previous grant that was awarded. The money was used with other donations to replace outdated equipment, some of which was donated by department members. This could not have been accomplished without your help and we are very grateful. Duty crews are now able to perform circuit training together with better quality and more variety. Your generosity has helped our members stay fit for any type of emergency response.

The Marquette City Fire Department is a full-time fire department that employs 24 full-time Firefighter/EMT-Paramedics. We also have 2 Fire Inspectors and an administrative assistant, who handle code and life safety enforcement. The Marquette City Fire Department operates out of 2 fire stations on the north side and south side of Marquette.

Services we provide include water rescue, ice rescue, fire suppression, high angle rope rescue, confined space rescue, active shooter response, hazardous material operations, vehicle extrication, emergency medical services, public education, public assistance, and much more. Our department also offers mutual aid to Marquette Township and Chocolay Township to assist their fire departments. This aid can include any service but mostly consists of fire suppression, water rescue, and emergency medical services.

With the increase in services and areas we respond to, the incident response numbers have more than doubled over the last 10 years. The Marquette City Fire Department responds to approximately 2,700 incidents annually. This dramatic increase in incidents has affected our department in several ways. Our firefighters

have been affected the most by the increased workload. The fire service is a very physically and mentally demanding occupation. The health and safety of our members is our highest concern, both on and off duty. One of the many challenges we currently face is the heavy use on equipment and vehicles. Due to significant, related, and unplanned operating expenditures, programs such as "Health and Fitness" have seen a significant decrease in funding.

With our firefighter workload and department budget constraints, we would like to transition into the scope of our Grant Request Proposal. We would like to ask the KBIC for consideration with further assistance in purchasing fitness equipment.

The total Grant Request Proposal we are submitting is \$4,978.86. We received a partial grant of \$5,000 last year and are looking to continue our mission to replace outdated fitness equipment. An itemized expenditure list of all requested items is attached as part of this proposal.

As firefighters, the activities and emergencies we are called to mitigate are unknown. Our occupation puts us at higher risk for physical injuries such as cardiac, respiratory, and musculoskeletal issues. There is also a high risk for mental health issues such as PTSD from the unfortunate calls we may respond to. Physical fitness for firefighters is one of the most important ways to prepare for our job. It also can protect us tremendously from the physical and mental workload we may encounter. We would like to thank you for your time and the consideration of our request. We would also like to thank you for all the assistance you provide to Upper Peninsula communities.

Thankyou,

Ian Davis  
Fire Chief  
(906)225-8940  
[Idavis@marquettemi.gov](mailto:Idavis@marquettemi.gov)

\*\*\*Please See Attached Equipment List on Pages Below\*\*\*

The equipment we are looking to purchase as you can see on the attached list is (2) MAJOR LUTIE Power Cage, (2) PONE FIRST Trap Bar Deadlift 2-inch Olympic Weight Lifting Bar, 51" Hex Bar, (2) JISHAHS Universal Indoor Rowing Machine Mat, (2) MERACH Rowing Machine, (5) LIONSCOOL 7ft Olympic Barbell, (1) 260# Papababe Bumper plates set, (1) RX'd Xebex Fitness XT3 Multi-Functional Sled - Magnetic Resistance Workout Sled PushGet RX'd Xebex Fitness XT3 Multi-Functional Sled - Magnetic Resistance Workout Sled Push.



- MAJOR LUTIE Power Cage with Weight Bench, PLM03 1400 lbs Capacity Multi-Function Power Rack with Adjustable Cable Crossover System and More Attachment 2023 Version (Red)MAJOR LUTIE Power Cage with Weight Bench, PLM03 1400 lbs Capacity Multi-Function Power Rack with Adjustable Cable Crossover System and More Attachment 2023 Versio...
- \$1,149.99



- MAJOR LUTIE Power Cage, PLM03 1400lbs Multi-Function Power Rack with Adjustable Cable Crossover System and Exercise Machine Attachment(Red)MAJOR LUTIE Power Cage, PLM03 1400lbs Multi-Function Power Rack with Adjustable Cable Crossover System and Exercise Machine Attachment(Red)
- \$829.99



- PONE FIRST Trap Bar Deadlift 2-inch Olympic Weight Lifting Bar, 51" Hex Bar Barbell for Squats, Deadlifts, Shrugs, 800Lbs Weight Capacity, Black
- \$92.99



- JISHAHS Universal Indoor Rowing Machine Mat- 8.5 x 2.3 FT Exercise Equipment Mat for Concept 2, Nordictrac, Sunny, Hydrow etc. Extra Long Non-Slip and Waterproof, Under Rower Floors Protection
- \$36.99



- MERACH Rowing Machine with App, 16 Levels of Magnetic Resistance, Exclusive Dual Slide Rail Rower, 350LB Max Weight Rowing Machines for Home Use, Q1S White

with App, 16 Levels of Magnetic Resistance, Exclusive Dual Slide Rail Rower, 350LB Max Weight Rowing Machines for Home Use, Q1S White

- \$329.99



- LIONSCOOL 7ft Olympic Barbell (Black E-coating, 700LBS, Center Knurl)
- LIONSCOOL 7ft Olympic Barbell (Black E-coating, 700LBS, Center Knurl)
- \$139.99



- papababe Bumper Plates, High-Bounce Olympic Weight Plates with Colored Fleck-Rubber Weights Plates for Weight Lifting and Strength Training (260 lb set)
- papababe Bumper Plates, High-Bounce Olympic Weight Plates with Colored Fleck-Rubber Weights Plates for Weight Lifting and Strength Training (260 lb set)
- \$529.99



- Get RX'd Xebex Fitness XT3 Multi-Functional Sled - Magnetic Resistance Workout Sled PushGet  
RX'd Xebex Fitness XT3 Multi-Functional Sled - Magnetic Resistance Workout Sled Push
- \$849.00

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the CITY OF MARQUETTE FIRE DEPARTMENT, a department of the CITY OF MARQUETTE, located at 418 S. Third Street, Marquette, MI 49855 (hereinafter referred to as "Fire Department");

**WHEREAS**, the Fire Department provides public health and safety services to City residents,

**WHEREAS**, Marquette City Charter Section 2-12 states: "The city commission see that provision is made for the public peace and health, and for the safety of persons and property." and

**WHEREAS**, the Marquette City Commission has determined that the request of the Fire Department supports the Fire Department's ability to provide for the public peace and health, and for the safety of persons and property, and is willing to enter into this Agreement with the Fire Department upon certain terms and conditions.

**NOW, THEREFORE**, the parties agree:

1. That for and in consideration of the payment by the City to the Fire Department of the sum of \$4,978.86 from the Keweenaw Bay Indian Community, the Fire Department will accept said money from the City to carry out its obligation to provide for the public peace and health, and for the safety of persons and property.

2. That the parties further understand and agree that the payment of the sum of \$4,978.86 by the City to the Fire Department as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Fire Department.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Karen M. Kovacs  
Marquette City Manager

Dated: 2/28/24

  
\_\_\_\_\_  
By: Ian Davis  
City of Marquette Fire Chief

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 3/11/2024

### **Consent Agenda**

#### **KBIC Funding for the U.P. Children's Museum**

##### **BACKGROUND:**

Recently the U.P. Children's Museum asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for \$10,000 for Museum programs. In consideration of the City agreeing to act as a pass-through, the Museum agrees to dedicate any funds from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the U.P. Children's Museum.

##### **FISCAL EFFECT:**

No direct cost to the City.

##### **RECOMMENDATION:**

Approve the request to act as the fiscal intermediary for KBIC funding of \$10,000 for U.P. Children's Museum programs, and authorize the City Manager to sign the attached Agreement.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ U.P. Children's Museum Letter of Request
- ▣ U.P. Children's Museum Agreement



123 West Baraga Avenue, Marquette, Michigan 49855 906-226-3911 fax 906-226-7065 [www.upchildrensmuseum.org](http://www.upchildrensmuseum.org)

February 2024

Mayor Davis  
c/o Manager Karen Kovacs  
Marquette City Hall  
300 W. Baraga Avenue  
Marquette, Michigan 49855

Dear Mayor Davis,

The Upper Peninsula Children's Museum would like to submit a request to the Keweenaw Bay Indian Community for its 2% disbursement through the city of Marquette and seeks the Commission's approval of such action.

The Upper Peninsula Children's Museum will be requesting \$10,000 to go towards programming / exhibits supplies/staffing. A full proposal outlining the Museum and its request will be submitted to the City to pass on to KBIC or can be passed on to the Tribe directly if desired. If you would like the Museum's most recent financials or 990s I am happy to pass them along.

If you need more information, I would be very happy to supply it. Thank you so much for your kind assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Kylie Bunting".

Kylie Bunting  
Board President  
UPCM Board of Directors

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF MARQUETTE, a municipal body corporate, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the UPPER PENINSULA CHILDREN'S MUSEUM, INC., a Michigan nonprofit corporation, located at 123 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Museum").

**WHEREAS**, the Museum provides programming for civic, artistic, and cultural activities within the City for the general public; and

**WHEREAS**, the City by virtue of MCL 117.4k of the Home Rule Cities Act is authorized to:

"...provide for the appropriation and allocation of public funds to a public or private nonprofit institution engaged within the city in the provision of civic, artistic, and cultural activities, including but not limited to music, theater, dance, visual arts, literature and letters, architecture, architectural landscaping, and allied arts and crafts, to the general public."; and,

**WHEREAS**, the Marquette City Commission, has determined that the activities of the Museum are a valid purpose under the Home Rules Cities Act and is willing to enter into this Agreement with the Museum for the support of its programs, upon certain terms and conditions.

**NOW, THEREFORE**, the parties agree:

1. That for and in consideration of the payment by the City to the Museum of the sum of \$10,000 from the Keweenaw Bay Indian Community, the Museum will accept said money from the City and dedicate it solely to the use of Museum programs within the City benefiting the general public.
2. That the parties further understand and agree that the payment of the sum of \$10,000 by the City to the Museum as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Museum.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
By: Karen M. Kovacs  
Marquette City Manager

Dated: February 23, 2024

\_\_\_\_\_  
By: Kylie Bunting, Board President  
Upper Peninsula Children's Museum, Inc.

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 3/11/2024

### **Consent Agenda**

## **Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project**

### **BACKGROUND:**

The Marquette Beautification and Restoration Committee, Inc. is a well-respected leader within our community and a vital, long-standing partner with the City. For many years the City Commission has designated the committee as an authorized volunteer for the purpose of planting flowers during the Petunia Pandemonium and removal of the flowers in the fall. The Michigan Department of Transportation (MDOT) approved the attached permit allowing the activities described in the permit for the purpose of carrying out the Petunia Pandemonium Project.

### **FISCAL EFFECT:**

None by this action.

### **RECOMMENDATION:**

Approve and designate the Marquette Beautification and Restoration Committee, Inc. as the City's authorized volunteer for the purpose of carrying out the activities of the Petunia Pandemonium Project as allowed by the MDOT permit.

### **ALTERNATIVES:**

As determined by the Commission.

### **ATTACHMENTS:**

Description

- ▢ Petunia Pandemonium Project MDOT Permit



# INDIVIDUAL CONSTRUCTION PERMIT

For Operations within State Highway Right-of-Way

**Issued To:**  
CITY OF MARQUETTE

300 W BARAGA AVE  
MARQUETTE MI 49855-4712

**Contact:**  
SCOTT CAMBENSY  
906-228-0444(O)  
SCAMBENSY@MARQUETTEMI.GOV

**Permit Number:** 52042-100210-24-022024  
**Permit Type:** Individual Application  
**Permit Fee:**  
**Effective Date:** Feb 20, 2024 to Feb 20, 2025  
**Bond Numbers:**  
**Liability Insurance Expiration Date:**

**THIS PERMIT IS VALID ONLY FOR THE FOLLOWING PROPOSED OPERATIONS:**

## PURPOSE:

Petunia Pandemonium Project- Clean-up and preparation of area for the planting of flowers; planting maintenance of flowers; removal of flowers and general clean-up of project area.

**STATE ROUTE:** US-41      **CITY OF:** Marquette      **COUNTY:** Marquette County

NEAREST INTERSECTION:	SIDE OF ROAD:	DISTANCE TO NEAREST INTERSECTION:	(in feet)	DIRECTION TO NEAREST INTERSECTION:
M-28	E W	0.00		North

CONTROL SECTION:	MILE POINT FROM:	MILE POINT TO:	LOCATION:			
			LEFT	MEDIAN	RIGHT	TRANSVERSE
52042	3.190	4.300	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**REQUISITION NUMBER:**      **WORK ORDER NUMBER:**      **MDOT JOB NUMBER:**      **ORG JOB NUMBER:**

52042-100210-24-022024 Issued To: CITY OF MARQUETTE

**This permit is incomplete without "General Conditions and Supplemental Specifications"**

**I certify that I accept the following:**

1. I am the legal owner of this property or facility, the owner's authorized representative, or have statutory authority to work within state highway Right-of-Way.
2. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued.
3. Failure to object, **within ten (10) days** to the permit as issued constitutes acceptance of the permit as issued.
4. If this permit is accepted by either of the above methods, I will comply with the provisions of the permit.
5. I agree that Advance Notice for Permitted Activities for shall be submitted **5 days prior** to the commencement of the proposed work.

I agree that Advance Notice for Permitted Utility Tree Trimming and Tree Removal Activities shall be submitted **15 days prior** to the commencement of the proposed work for an annual permit.

## CAUTION

**Work shall NOT begin until the Advance Notice has been approved.  
Failure to submit the advance notice may result in a Stop Work Order.**

CITY OF MARQUETTE

Benjamin Carrigan  
MDOT

February 20, 2024  
Approved Date

TSC Contact Info

Ishpeming TSC

(906) 485-4270

**THE STANDARD ATTACHMENTS, ATTACHMENTS AND SPECIAL CONDITIONS MARKED BELOW ARE A PART OF THIS PERMIT.**

### STANDARD ATTACHMENTS:

- 1 Mobility Flowchart for Permit Activities (2204C)
- 2 Historical and Archaeological Discoveries During Construction Operations Updated 03/22 (Const. Advisory H
- 3 General Conditions (General Conditions)

### ADDITIONAL ATTACHMENTS:

- 1 LaneClosureMultiLaneUnDividedSection Front Street (1) (1).pdf
- 2 L D and B Valuesm0020a (1) (1).pdf
- 3 Marquette City 01.10.22.pdf
- 4 Worker Visibility Clothing RequirementMDOT CA 2009-08 287335 7 (2) (1) (1).pdf
- 5 Scanned from a Xerox Multifunction Printer (42).pdf

**52042-100210-24-022024 Issued To:CITY OF MARQUETTE**

**AMENDMENT ATTACHMENTS:**

**SPECIAL CONDITIONS:**

- 1 The Department of Transportation does not, by issuance of this permit, assume any liability claims or maintenance costs resulting from the activity or facility placed by this permit. The Department reserves the right to require removal of all or any portion of this facility as needed for highway maintenance or construction purposes without replacement or reimbursement of any costs incurred by the permitted or other party. The permitted will defend, indemnify and hold harmless the Department for any claims whatsoever resulting from the construction or the removal of the authorized by this permit.
- 2 Attention is directed to the referenced "attachments" that specify several items of importance associated with this MDOT permit.

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/11/2024

### **Consent Agenda**

## **Sault Ste. Marie Tribe of Chippewa Indians Funding for the Hospitality House of the Upper Peninsula, Inc.**

### **BACKGROUND:**

Recently the Hospitality House of the Upper Peninsula, Inc., asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for \$10,000 to provide support to patients and families receiving treatment for serious illness, injuries or other chronic medical conditions at Marquette area hospitals and clinics. In consideration of the City agreeing to act as a pass-through, the Hospitality House agrees to dedicate any funds received from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the Hospitality House.

### **FISCAL EFFECT:**

No direct cost to the City.

### **RECOMMENDATION:**

Approve the request to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of \$10,000 to assist the Hospitality House of the Upper Peninsula, Inc. with funding for public peace and health.

### **ALTERNATIVES:**

As determined by the Commission.

### **ATTACHMENTS:**

#### Description

- ▣ Hospitality House Sault Tribe Request
- ▣ Hospitality House Agreement



February 28, 2024

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

Dear Ms. Kovacs,

Please accept this letter as our formal request for consideration of the Hospitality House of the Upper Peninsula, Inc., dba, "Beacon House", as an approved agency to receive a grant from casino profits distributed by the Sault Ste. Marie Tribe of Chippewa Indians during its next distribution to local municipal and county governments.

From 2002 to 2023, Beacon House programs provided over 343,000 overnight stays to 97,666 people from every county of the Upper Peninsula. Twenty (20%) percent of our guest came from Sault Ste. Marie and the eastern U.P. In the two years since we opened our new Steve Mariucci Family Beacon House we've provided over 18,381 overnight stays to 4,883 individuals needing our support in their medical crisis.

We are submitting a new grant request for additional financial support for programs to support patients and families receiving treatment for serious illnesses, injuries and other chronic medical conditions at Marquette area hospitals and clinics.

We will be sending a request to Sault Ste. Marie Tribal leaders seeking \$10,000 in support of the operations at the Mariucci Family Beacon House. The public health and safety benefit we provide is a vital one, and we hope that you'll consider us eligible for this opportunity to receive these funds.

Please feel free to call me with any questions at 906-225-7100. We appreciate your assistance!

My very best regards,

Mary

Mary Tavernini Dowling, CEO

Steve Mariucci Family Beacon House | 200 S. Seventh Street, Marquette, MI 49855  
906-225-7100 | [www.upbeaconhouse.org](http://www.upbeaconhouse.org) |

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and Hospitality House of the Upper Peninsula, Inc., a Michigan nonprofit corporation, with offices located at 200 S. Seventh Street, Marquette, MI 49855 (hereinafter referred to as "Hospitality House").

**WHEREAS**, Hospitality House operates the "Beacon House," which provides support to patients and families receiving treatment for serious illness, injuries or other chronic medical conditions at Marquette area hospitals and clinics; and

**WHEREAS**, Marquette City Charter Section 2-12 states: "The city commission shall see that provision is made for the public peace and health, and for the safety of persons and property;" and

**WHEREAS**, the Marquette City Commission, having determined that Hospitality House assists the City in carrying out its obligation to provide for the public peace and health of persons and is a valid purpose under the Charter, is therefore willing to enter into this Agreement with Hospitality House upon certain terms and conditions.

**NOW, THEREFORE**, the parties agree:

1. That for and in consideration of the payment by the City to Hospitality House of the sum of \$10,000 from the Sault Ste. Marie Tribe of Chippewa Indians, Hospitality House will accept said money from the City to assist the City in carrying out its obligation to provide for the public peace and health of persons.
2. That the parties further understand and agree that the payment of the sum of \$10,000 by the City to Hospitality House as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to Hospitality House.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Karen M. Kovacs  
Marquette City Manager

Dated: 3/4/24

\_\_\_\_\_  
By: Mary Tavernini Dowling, CEO  
Hospitality House of the Upper Peninsula, Inc.

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/11/2024

### **Consent Agenda**

#### **Sault Ste. Marie Tribe of Chippewa Indians Funding for the U.P. Children's Museum**

##### **BACKGROUND:**

Recently staff from the U.P. Children's Museum asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for \$5,000 for playmaker's memberships. In consideration of the City agreeing to act as a pass-through, the Museum agrees to dedicate any funds from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the U.P. Children's Museum.

##### **FISCAL EFFECT:**

No direct cost to the City.

##### **RECOMMENDATION:**

Approve the request to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of \$5,000 for U.P. Children's Museum playmaker's memberships, and authorize the City Manager to sign the attached Agreement.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ U.P. Children's Museum Letter of Request
- ▣ U.P. Children's Museum Agreement



123 West Baraga Avenue, Marquette, Michigan 49855 906-226-3911 fax 906-226-7065 [www.upchildrensmuseum.org](http://www.upchildrensmuseum.org)

February 2024

Mayor Davis  
c/o Manager Karen Kovacs  
Marquette City Hall  
300 W. Baraga Avenue  
Marquette, Michigan 49855

Dear Mayor Davis,

The Upper Peninsula Children's Museum would like to submit a request to the Sault Ste Marie Tribe of Chippewa Indians for its 2% disbursement through the city of Marquette and seeks the Commission's approval of such action.

The Upper Peninsula Children's Museum will be requesting \$5,000 for playmaker's memberships in order to provide civic, artistic and cultural activities to the general public, including those who might not otherwise be able to afford a membership. A full proposal outlining the Museum and its request will be submitted to the city to pass on to the Sault Tribe or can be passed on to the Tribe directly if desired. If you would like the Museum's most recent financials or 990s I am happy to pass them along.

If you need more information, I would be very happy to supply it. Thank you so much for your kind assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kylie Bunting". The signature is fluid and cursive, with a long, sweeping line extending from the end.

Kylie Bunting  
President  
UPCM Board of Directors

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF MARQUETTE, a municipal body corporate, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the UPPER PENINSULA CHILDREN'S MUSEUM, INC., a Michigan nonprofit corporation, located at 123 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as "Museum").

**WHEREAS**, the Museum provides programming for civic, artistic, and cultural activities within the City for the general public; and

**WHEREAS**, the City by virtue of MCL 117.4k of the Home Rule Cities Act is authorized to:

"...provide for the appropriation and allocation of public funds to a public or private nonprofit institution engaged within the city in the provision of civic, artistic, and cultural activities, including but not limited to music, theater, dance, visual arts, literature and letters, architecture, architectural landscaping, and allied arts and crafts, to the general public."; and,

**WHEREAS**, the Marquette City Commission, has determined that the activities of the Museum are a valid purpose under the Home Rules Cities Act and is willing to enter into this Agreement with the Museum for the support of its programs, upon certain terms and conditions.

**NOW, THEREFORE**, the parties agree:

1. That for and in consideration of the payment by the City to the Museum of the sum of \$5,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the Museum will accept said money from the City and dedicate it solely to the use of Museum programs within the City benefiting the general public.
2. That the parties further understand and agree that the payment of the sum of \$5,000 by the City to the Museum as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the Museum.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: \_\_\_\_\_, 2024

Dated: February 23, 2024

\_\_\_\_\_  
By: Karen M. Kovacs  
Marquette City Manager

Kylie Bunting  
By: Kylie Bunting, Board President  
Upper Peninsula Children's Museum, Inc.

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/11/2024

### **Consent Agenda**

#### **Schedule Public Hearing - Rezoning of 756 W. Washington Street**

#### **BACKGROUND:**

The City recently received a request to rezone 756 W. Washington Street from General Commercial (GC) to a Mixed-Use (M-U) zoning district. On February 6, 2024, the Planning Commission conducted a public hearing and discussed the proposed rezoning, in accordance with procedures established in the Land Development Code for evaluating the merits of rezoning requests and the administrative procedures for processing such a request. The following motion was made:

*It was moved by C. Gottlieb, seconded by K. Clegg, and carried 6-0 that after conducting a public hearing and review of the application and Staff Report for 01-REZ-02-24, the Planning Commission finds that the proposed rezoning is consistent with recommendations of the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 01-REZ-02-24 as presented.*

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Schedule a Public Hearing for the April 8, 2024 City Commission meeting to consider the proposed rezoning of land at 756 W. Washington Street.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

##### Description

- ▣ Draft Minutes of 02-06-24 PC Meeting Minutes
- ▣ Planning Commission Case File 01-REZ-02-24

**OFFICIAL PROCEEDINGS OF THE  
MARQUETTE CITY PLANNING  
COMMISSION  
February 6th, 2024**

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00 p.m. on Tuesday, February 6th, 2024, in the Commission Chambers at City Hall.

**ROLL CALL**

Planning Commission (PC) members present: W. Premeau, K. Clegg, C. Gottlieb, S. Lawry, M. Rayner, Chair S. Mittlefehldt.

PC members absent: A. Andres, D. Fetter, Vice-Chair N. Williams.

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

**AGENDA**

*It was moved by S. Lawry, seconded by M. Rayner, and carried 7-0 to approve the agenda as presented.*

**MINUTES**

The minutes of 01-16-24 were approved as presented.

**CONFLICT of INTEREST**

There were no conflicts of interest stated.

**PUBLIC HEARINGS**

**A. 01-REZ-02-24 756 W. Washington St. – Request to Rezone from Gen. Commercial to Mixed Use**

Chair S. Mittlefehldt said that we will now conduct a public hearing for -01-REZ-02-24, property at 756 W. Washington St., which is a request to rezone the property from General Commercial to Mixed Use. She asked staff to provide the background information.

Zoning Official A. Landers stated:

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 756 W. Washington St. to Mixed-Use, and that it is currently zoned as a General Commercial district.

She said that attached to the agenda is the Staff Report and referenced the report contents and showed on-screen the report and said that it provides the existing conditions of the site, the current zoning district and its standards, the proposed zoning district and its standards, the zoning ordinance amendment procedures information, the attachments of the application submitted by the applicant, the area map, block map, and existing zoning map - all with the parcel outlined in blue; photos of the site; and proof of publication of this hearing as a legal advertisement. She also referenced in the staff report the Future Land Use Map and the Proposed Zoning Map from the Community Master Plan (CMP) showing the parcel as General Commercial on both maps. And she said that there was an excerpt from a draft of the Future Land Use chapter of the Community Master Plan update that is being completed by consultants Beckett and Raeder currently, which the Planning Commission had on their agenda as a work session item recently and said that Dave might want to discuss that.

D. Stensaas said:

I just wanted to make sure that you're aware of this. We went over this before, and our Community Master Plan is looking at changing how we look at this area to allow for mixed uses. I also sent minutes from the discussion that we had in late December on this particular piece of property and this concept that we're probably going to see adopted into our Community Master Plan soon.

A. Landers also said there were rezoning and spot zoning considerations for the Planning Commission to consider, and she showed that and the correspondence received before posting the agenda, and said that staff had not received any additional correspondence since then.

S. Mittlefehldt stated that the applicant can now come up and speak to this, and you can come to the podium and give your name, address, and maybe give us a little explanation or context for your request.

Eric Berg, of 613 Lake St. in Negaunee, stated:

Hello. You've seen this before. I'm hoping to move to Marquette. I'd like to live where I work. It's a convenient location and (inaudible). I'm excited to do more of the same, more efficiently. Anything else?

S. Mittlefehldt asked if any of the members had any quick questions for Mr. Berg. Nobody spoke.

S. Mittlefehldt opened the public hearing.

Jean Temple, of 93 Cedar Lane in Negaunee, stated:

I have a business down the street. She asked where exactly the subject property is. It was shown by staff using the location map, on the room monitor. She said she was just curious about the type of business it is. Mr. Berg spoke to Ms. Temple directly and said it will be a bakery. Ms. Temple said that will be good on that side of town.

S. Mittlefehldt said that if there were any more comments to please use the microphone. She asked if anyone else wished to make a comment or had questions. Seeing none she closed the public hearing and said it was time for Commission discussion, and asked the other members if anyone wanted to make a motion.

*It was moved by K. Clegg, seconded by C. Gottlieb and carried 6-0 to suspend the rules for discussion.*

K. Clegg stated:

It appears that this is not consistent with our Future Land Use Map, but it is consistent with our future Future Land Use Map – the proposed one, so it's going to take some thinking on our part to change how we've done business. The future Future Land Use Map is intentionally vague.

S. Mittlefehldt said:

Okay, so thinking about all the things that are allowed in Mixed-Use, our questions about rezoning are all the different permitted uses that are allowable in Mixed-Use, like I hope the bakery is very successful, but...are we good with all of the uses that are allowed in Mixed-Use?

S. Lawry stated:

I think most of the uses that would be allowed under Mixed-Use are already allowed under General Commercial, there are only a few differences.

S. Mittlefehldt said:

Is everyone good with that? What about other factors to consider. Would rezoning be consistent with the area? It does have a residential area just to the north of it, commercial on either side. That seems good to me. Anything else on that?

S. Lawry said:

This is slightly removed the nearest Mixed-Use are, which I think was on Ridge and Morgan [streets], or thereabouts, but it's still a known type of development – creating a walk-in type of business, which is what we were trying to accomplish with those [Mixed-Use] nodes.

S. Mittlefehldt said:

Any other thoughts, comments, or further discussion? It looks like the correspondence that we did receive was very positive.

S. Lawry stated:

I went through the current Community Master Plan recommendations and tried to identify those recommendations that this is consistent with. So, I can go through those.

- Encourage development of higher density housing in close proximity to downtown, in established neighborhoods.
- Modify zoning provisions to allow for diversity of housing types, densities and mixed uses.
- Facilitate and incentivize development of housing near downtown as well as more working class housing options.
- Encourage a diversity of new housing options.
- Create incentives for the development of affordable, sustainable, and infill housing projects as alternatives to greenfield development.
- Craft or amend guiding and regulatory documents so the community can support the strengthening of the local food system after evaluating existing policies and regulations that are obstacles to that support. Right now there seems to be an obstacle that we can try to remove.
- This is in the recommendations section but not a recommendation – “Commercial and residential uses can be compatible and complimentary and mixing those uses is an age-old practice that can boost urban activity and walkability. Downtown and N. Third St. corridors are areas where there is generally healthy mixing of residential and commercial uses.

So, I think all of those recommendations support an action to change this, even if it isn't consistent with the existing Future Land Use Map, there is plenty of support within the recommendations to justify the change.

S. Mittlefehldt said:

Excellent. Thank you, Commissioner Lawry, I appreciate that. Any other comments?

D. Stensaas stated:

I might add that referring to those items that Commissioner Lawry outlined is a good finding of fact for a motion.

S. Mittlefehldt said:

With that, would anybody like to make a motion?

*It was moved by C. Gottlieb, seconded by K. Clegg, and carried 6-0 that after conducting a public hearing and review of the application and Staff Report for 01-REZ-02-24, the Planning Commission finds that the proposed rezoning is consistent with recommendations of the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 01-REZ-02-24 as presented.*

## **PUBLIC COMMENT ON AGENDA ITEMS**

No comments were provided.

## **PUBLIC COMMENT ON NON-AGENDA ITEMS**

No comments were provided.

## **TRAINING**

### **A. Article – *Making Sound and Defensible Land Use Decisions* (Mich. Assoc. of Planning, Nov./Dec. 2023)**

Staff and the Planning Commission discussed the article. D. Stensaas said this is mainly intended as a refresher and I think Sarah, you went to a course with me a few years ago that had the same title as the article. What we just talked about – finding of facts in your motions is very important, and making thorough findings like “not consistent with the map but consistent with many recommendations of the

Plan” – those are important. Another thing to keep in mind, is that when you’re having these kind of zoning deliberations is not to bring up personal opinions. At this level of importance, with rezoning, it changes the laws that apply to the property so keep your personal opinions out of it, like good bread is something everybody likes, but it’s not related to your approving it or not. And when talking to the media, and we had a member speak with the media about a month ago and said something along the lines of “we approved this because we things this is a good use of the property”. Well, that’s not why you approved it – you approved it because it met all the standards of the Land Development Code and you basically at that point don’t have a choice because you have to approve site plans that meet all of the standards. It’s a bonus that you think it’s a great use of this property, but its not accurate to say that you approved it because you all think it’s a great use of the property. That’s not how it works for the Planning Commission, and you shouldn’t give the public the impression that the board makes decisions based on opinions.

## **WORK SESSION**

### **A. Land Development Code 2024 Amendments**

The Planning Commission and staff continued work on a comprehensive update to the Land Development Code (LDC) by discussing several items from the LDC that staff has annotated and prepared for amendments. The items discussed were:

- Specific Use standards that staff drafted for Day Care Group Homes, covering licensing and permit requirements, caregiver parking and child drop off, noise, and signage for such facilities. Amendments to Articles 6 (54.608) and 9 (54.903).
- Specific Use standards that staff drafted for Day Care Centers (commercial use/buildings), covering licensing and permit requirements, caregiver parking and child drop off, noise, signage, and allowance for such facilities to be an accessory use to “institutional” uses like churches. Amendments to Articles 6 (54.609) and 9 (54.903).
- Amendment to section 54.706 for fences in the M-U and CBD districts, to allow a wall or fence in the side or rear yard of an approved commercial Outdoor Alcoholic Beverage Service use and for Outdoor Entertainment and Community Events may be up to eight (8) feet in height for the purposes of visual and noise screening of that particular use. And to allow a wall or fence in the front or side yard that has a commercial off-street parking lot abutting a residential use to be up to six feet (6) in height.
- Amendment of section 54.322.C.4 **(iv)**: A solid/screening fence along the lot line that has a commercial off-street parking lot abutting a residential use - may be up to six (6) feet in height in the side yard.
- Amending the definition (54.202) of Family to state that no more than ~~four (4)~~ five (5) unrelated persons may live together as a single housekeeping unit. A decision on this was postponed, pending requested data to support such a change, which is a recommendation of the Draft Community Master Plan Update.
- Amendment of section 54.708 - Solar Energy Ground-Mounted Solar Energy Systems (Less than 20 kW). To potentially allow ground-mounted and freestanding solar energy systems of less than 20 kW for on-site use to be placed in front yard areas. Conditions for this “exception”

to the current requirement that such accessory structures cannot be placed in a front yard area were requested and will be proposed at a later time.

- Revisiting the subject of commercial parking lots as a new Special Land Use. The use does not exist in the LDC and the Draft Community Master Plan Update recommends only allowing parking lot development on private land as a Special Land Use in commercial, industrial, Third St. Corridor, and multiple-family zoning districts, and some Downtown Marquette Waterfront subdistricts.
- Amendment of section 54.306 to include a new category of land use, for *Restaurants, Outdoor Food and Alcohol Service* to allow this as a Permitted Use in the Third St. Corridor and Mixed-Use districts. It is already a permitted use in other zoning districts. The Planning Commission does not want to extend the allowance to Mixed-Use districts, but recommends to extend the option to the Third St. Corridor district in consideration of precedents and the Social District application there.
- Amendment of section 54.306 to allow Accessory Uses as a Permitted Use in several non-single-family residential zoning districts where this is currently a Special Land Use. Examples are outdoor recreation facilities at a restaurant in the CBD, and pool/clubhouse facilities in a Multi-family housing development.
- Amendment of section 54.1003 to relax the screening/enclosure standards that currently apply to dumpsters, and to allow more options for material used to construct enclosures, and to make gates for enclosures optional.

A consensus was reached on some of these issues and others will require more research and/or study.

## **COMMISSION AND STAFF COMMENTS**

W. Premeau said he had a question for D. Stensaas, and he asked for clarification about a situation that could be construed as an unannounced meeting, where four Planning Commission members were in attendance at an event at the same time in one room.

D. Stensaas stated that it would be a meeting if you were all sitting together talking about Planning Commission business, otherwise just being present in the same room at the same time is not a problem.

D. Stensaas said that due to an unusual calendar this month, the City Commission is meeting on the same night as the scheduled second Planning Commission (PC) meeting, and since the presentation of the completed draft of the entire Community Master Plan is going to be the focus of that PC meeting, staff and Russ Soyering from Beckett & Raeder have made arrangements to move the PC meeting to Wednesday, February 21<sup>st</sup>, at the Citizens Forum in Lakeview Arena. He said that the meeting will begin at 6:00 p.m. and it is important that City Commission members are able to attend that presentation and staff wanted to make sure we have a large room for what hopefully will be a large public turnout.

## **ADJOURNMENT**

The meeting was adjourned by Chair S. Mittlefehldt at 7:30 p.m.

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



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:** January 18, 2024  
**SUBJECT:** 01-REZ-02-24 – 756 W. Washington St. (PIN: 0260110)

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The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 756 W. Washington Street which is zoned **General Commercial (GC)** to be zoned **Mixed-Use (M-U)**.

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 (CMP) 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 01-REZ-02-24, 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) 01-REZ-02-24 (as presented / for the following reasons / with the following conditions).*

In cases in which the Planning Commission finds that the proposed rezoning is not consistent with the Future Land Use Map of the CMP due to a possible oversight or an apparent lack of attention to the features of the parcel in question, but that is consistent with most of the recommendations of the Plan, the Planning Commission may wish to recommend approval of the rezoning request as *inconsistent with the Future Land Use Map but consistent with the Recommendations for Land Use of Chapter 3 of the Community Master Plan*.



## STAFF FILE REVIEW/ANALYSIS

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

**Case #:** 01-REZ-02-24

**Date:** January 30, 2024

**Project/Application:** Rezoning request from **General Commercial (GC)** to be zoned **Mixed-Use (M-U)**.

**Location:** 756 W. Washington Street

**Parcel ID:** 0260110

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

**Current Zoning:** GC – General Commercial

**Surrounding Zoning:** North: MDR – Medium Density Residential  
South: GC – General Commercial  
East: GC – General Commercial  
West: GC – General Commercial

### **Zoning Districts and Standards:**

#### **Current Zoning**

#### **Section 54.313 GC, General Commercial District**

<b>(A) Intent</b>	
The GC district is intended to provide suitable areas for businesses that cater to both the local and regional market. Uses include offices, retail and wholesale businesses, services, light manufacturing, comparison shopping and land intensive establishments, which may be located so as to utilize a common parking area, or may provide their own parking separately. The GC district also serves as a transition between the urban development character of the CBD and the suburban character of the RC district.	
<b>(B) Permitted Principal Uses</b>	<b>(C) Special Land Uses</b>
<ul style="list-style-type: none"><li>• Accessory Building or Structure</li><li>• Bar</li><li>• Child Care Center or Day Care Center</li><li>• Drive-Through Uses</li><li>• Emergency Services</li><li>• Farmers' Markets</li><li>• Food Production, Minor</li><li>• Gasoline Service Stations</li><li>• Health Services</li><li>• Hospice</li><li>• Hotel or Motel</li><li>• Indoor Recreation</li><li>• Light Vehicle/Equipment Sales and Display</li><li>• Medical Hospital Related Accessory Uses</li></ul>	<ul style="list-style-type: none"><li>• Accessory Use, Non-Single Family Residential Lots</li><li>• Hospital</li><li>• Hostel</li><li>• Manufacturing, Light</li><li>• Marihuana Designated Consumption Establishment</li><li>• Marihuana Educational Research</li><li>• Marihuana Grower – Class A</li><li>• Marihuana Grower – Class B</li><li>• Marihuana Grower – Class C</li><li>• Marihuana Grower – Excess</li><li>• Marihuana Microbusiness Class A and Light Manufacturing</li><li>• Marihuana Processor – Light Manufacturing</li></ul>

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<ul style="list-style-type: none"> <li>• Medical Hospital Related Office or Uses</li> <li>• Office, Medical</li> <li>• Office, Professional</li> <li>• Outdoor Alcoholic Beverage Service</li> <li>• Outdoor Entertainment and Community Events (Temporary Use)</li> <li>• Outdoor Food and Non-Alcoholic Beverage Service</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Religious Institution</li> <li>• Restaurant, Indoor Service</li> <li>• Retail Business, Indoor</li> <li>• Retail Sales, Outdoor Temporary</li> <li>• Service Establishment</li> <li>• Shooting Range, Indoor</li> <li>• Storage, Open</li> <li>• Veterinary Clinic (Domestic Animals Only)</li> <li>• Wholesale Trade Establishment</li> </ul>	<ul style="list-style-type: none"> <li>• Marihuana Retailer</li> <li>• Marihuana Safety Compliance Facility</li> <li>• Marihuana Secure Transporters</li> <li>• Outdoor Entertainment and Community Events (Principal &amp; Accessory Use)</li> <li>• Pet Boarding Facility</li> <li>• Recreational Use, Public</li> <li>• Retail Business, Outdoor Permanent</li> <li>• Rooming House</li> <li>• Vehicle Repair and Service</li> <li>• Wireless Telecommunications Facilities</li> </ul>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Where there is a discrepancy between [Section 54.306](#) and this table, [Section 54.306](#) shall prevail.

(D) Dimensional Regulations			
<i>Lot, Coverage, and Building Height Standards</i>		<i>Minimum Setbacks</i>	
<i>Min. Lot Area (sq. ft.)</i>	None	<i>Front Yard (ft.)</i>	0 ( <a href="#">F</a> ), ( <a href="#">G</a> )
<i>Min. Lot Width (ft.)</i>	24	<i>Side Yard (one) (ft.)</i>	15 ( <a href="#">I</a> )
<i>Max. Impervious Surface Coverage (%)</i>	<a href="#">T</a>	<i>Side Yard (total of 2) (ft.)</i>	30 ( <a href="#">I</a> )
<i>Max. Building Height of Primary Building (ft.)</i> ( <a href="#">Q</a> )	40	<i>Rear Yard (ft.)</i>	20
<i>Max. Building Height of Accessory Building</i> ( <a href="#">L</a> )	24	<i>Required Buffer &amp; Greenbelt</i>	<a href="#">U</a>
<i>Max. Building Height (stories)</i>	-		

Where there is a discrepancy between [Article 4](#) and this table, [Article 4](#) shall prevail.

## 54.403 Footnotes to Schedule of Regulations

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

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

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

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

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Waterfront District, or Third Street Corridor District.

**(L) Accessory Buildings and Structures.** For accessory buildings and structures, additional requirements for side yard setbacks, rear yard setbacks, and height are in [Section 54.705](#).

**(Q) 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.

**(T) 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.

**(U) Landscape Buffer and Greenbelt Requirements.** The minimum setbacks vary in accordance with the landscape buffer and greenbelt standards of [Section 54.1003\(D\)](#).

### Section 54.1003 Landscaping Design Requirements

#### (D) Buffer and Greenbelt Requirements.

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

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

**Figure 50 - Required Buffer and Greenbelt Specifications:**

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
GC and RC	40 <a href="#">(b)</a>	40 <a href="#">(b)</a>	N/A	N/A	N/A	N/A	N/A	20 <a href="#">(b)</a>

**(b)** Within this buffer area, one (1) tree per 20 linear feet is required, and at least 50% of the trees must be evergreen trees. Where a CBD, GC, or RC district abuts any residential district, a fence at least four (4) feet in height shall be erected within the business district boundary, except where the boundary is a public right-of-way.

## Proposed Zoning

### Section 54.311 M-U, Mixed-Use District

(A) Intent	
<p>The M-U district is intended to encourage and facilitate redevelopment by implementing the following mixed-use policies of the <b>Master Plan</b>:</p>	
<ol style="list-style-type: none"> <li><b>1. Locations.</b> The M-U district will be located in many areas of the City, with each area unique based on the character of the area and the objectives of the Master Plan. Therefore, the M-U district may be located along strategic corridors or in a major or minor node, such as crucial neighborhood intersections (for example, corner stores in a residential neighborhood). The M-U district is the recommended zoning district in the following Future Land Uses of the 2015 Master Plan Future Land Use Map: Mixed Use and Neighborhood Commercial.</li> <li><b>2. Mix Compatible Land Uses.</b> The M-U district will include areas of the city that are appropriate for many types of residential uses and compatible non-residential uses, including a mix of compatible uses in the same building. Examples of mixed-use buildings include non-residential uses on the lower floors and residential uses on the upper floors.</li> <li><b>3. Local Services.</b> The non-residential uses in the M-U district are intended to satisfy the need for basic services of the surrounding residential areas, thus reducing the number of car trips required to these areas.</li> <li><b>4. Design.</b> Development must be human-scale through appropriate building location near the street to help create a pedestrian-oriented environment that does not conflict with motorized traffic.</li> </ol>	

(B) Permitted Principal Uses	(C) Special Land Uses
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Accessory Use, Single-Family Residential Lots</li> <li>• Adult Foster Care, Family Home</li> <li>• Adult Foster Care, Small Group Home</li> <li>• Child Care Center or Day Care Center</li> <li>• Child or Day Care, Family Home</li> <li>• Drive-Through Uses</li> <li>• Dwelling, Accessory Unit</li> <li>• Dwelling, Live/Work</li> <li>• Dwelling, Multiple-Family</li> <li>• Dwelling, Single-Family Attached</li> <li>• Dwelling, Single-Family Detached</li> <li>• Dwelling, Two-Family (Duplex)</li> <li>• Emergency Services</li> <li>• Farmers' Markets</li> <li>• Food Production, Minor</li> <li>• Foster Family Home</li> <li>• Health Services</li> <li>• Home Occupation</li> <li>• Home Office</li> <li>• Homestays and Vacation Home</li> <li>• Hospice</li> <li>• Indoor Recreation</li> <li>• Medical Hospital Related Accessory Uses</li> <li>• Medical Hospital Related Office</li> <li>• Medical Hospital Related Uses</li> <li>• Office, Medical</li> <li>• Office, Professional</li> </ul>	<ul style="list-style-type: none"> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Bar</li> <li>• Bed and Breakfast</li> <li>• Bed and Breakfast Inn</li> <li>• Child or Day Care, Group Home</li> <li>• Domestic Violence Abuse Shelter</li> <li>• Dwelling, Intentional Community</li> <li>• Foster Family Group Home</li> <li>• Fraternity or Sorority House</li> <li>• Halfway House</li> <li>• Homeless Shelter</li> <li>• Hospital</li> <li>• Hospital Hospitality House</li> <li>• Hotel or Motel</li> <li>• Manufacturing, Light</li> <li>• Marihuana Safety Compliance Facility</li> <li>• Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility</li> <li>• Outdoor Entertainment and Community Events (Principal or Accessory Use)</li> <li>• Outdoor Alcoholic Beverage Service</li> <li>• Recreational Use, Public</li> <li>• Rooming House</li> <li>• School, Primary or Secondary</li> <li>• School, University</li> <li>• Supportive Housing Facility, Transitional and/or Permanent</li> </ul>

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<ul style="list-style-type: none"> <li>• Outdoor Entertainment and Community Events (Temporary)</li> <li>• Outdoor Food and Non-Alcoholic Beverage Service</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Religious Institution</li> <li>• Restaurant, Indoor Service</li> <li>• Retail Business, Indoor</li> <li>• Retail Sales, Outdoor Temporary</li> <li>• Service Establishment</li> <li>• Veterinary Clinic (Domestic Animals Only)</li> </ul>	<ul style="list-style-type: none"> <li>• Vehicle Repair and Service</li> </ul>
Where there is a discrepancy between <a href="#">Section 54.306</a> and this table, <a href="#">Section 54.306</a> shall prevail.	

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

## 54.403 Footnotes to Schedule of Regulations

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

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

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

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

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

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

- (G) Maximum Front Yard Parking in the M-U and GC Districts.** Although there are no maximum front yard setbacks in the M-U and GC districts, refer to [Article 9](#) for the maximum allowable parking in the front yard of the M-U ([Section 54.902\(E\)\(3\)](#)) and GC ([Section 54.902\(E\)\(4\)](#)) districts.
- (I) Reduced Side Yard Setbacks in the M-U, CBD, and GC Districts.** In the M-U, CBD, and GC districts the side yards may be eliminated under the following conditions:
- (1)** The side walls are of fireproof construction and are wholly without opening.
  - (2)** The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.
- (J) Modified Rear Yard Setbacks in the M-U and CBD Districts.** In the M-U and CBD districts the required rear yard may be measured from the center of an alley abutting the rear lot line, provided the structure is not located in the alley.
- (L) Accessory Buildings and Structures.** For accessory buildings and structures, additional requirements for side yard setbacks, rear yard setbacks, and height are in [Section 54.705](#).
- (N) Height Exceptions and Increased Setbacks for Principal Buildings in the MFR and M-U Districts.** If the subject lot is adjacent to a lot zoned LDR, MDR, C, or CR, any portion of the building higher than 36.5 feet must be setback at least 8 feet from a minimum front yard setback line and at least 10 feet from any other minimum yard setback line. The maximum height allowed is 44 feet.
- (Q) Height Exemptions.** There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use. Items attached to a building such as chimneys, weather vanes, lightning arrestors, etc. may be exempt as well.
- (S) Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts, and single-family and two-family dwelling units in other zoning districts:** The maximum impervious surface coverage of a lot in the LDR and MDR Districts, and single-family and two-family uses in all other zoning districts shall be based on the lot areas as follows:
- | Maximum Impervious Surface Coverage Based on Lot Area                                |
|--------------------------------------------------------------------------------------|
| 60% of the lot area up to 8,712 sq. ft. (1/5 acre or less); plus                     |
| 50% of the area of the lot between 8,713 sq. ft. and 21,780 sq. ft. (1/2 acre); plus |
| 40% of the area of the lot between 21,781 sq. ft. and 43,560 sq. ft. (1 acre); plus  |
| 30% of the area of the lot over 1 acre                                               |
- (T) 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.
- (U) Landscape Buffer and Greenbelt Requirements.** The minimum setbacks may be increased in accordance with the landscape buffer and greenbelt standards of [Section 54.1003\(D\)](#).

## Section 54.1003 Landscaping Design Requirements

### (D) Buffer and Greenbelt Requirements.

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

**Figure 50 - Required Buffer and Greenbelt Specifications:**

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

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

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

## Section 54.1405 Zoning Ordinance Amendment Procedures

- (A) Initiation of Amendments. The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.
- (B) Application for Amendment. Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission.

### **Application accepted.**

### (C) Amendment Review Procedures.

- (1) Public Hearing. The staff liaison to the Planning Commission shall set a time and date for a public hearing, and the public hearing shall be noticed in accordance with [Section 54.1406](#). The Planning Commission may refuse to

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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, February 6, 2024.**

- (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 February 6, 2024.**

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

**TBD.**

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

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

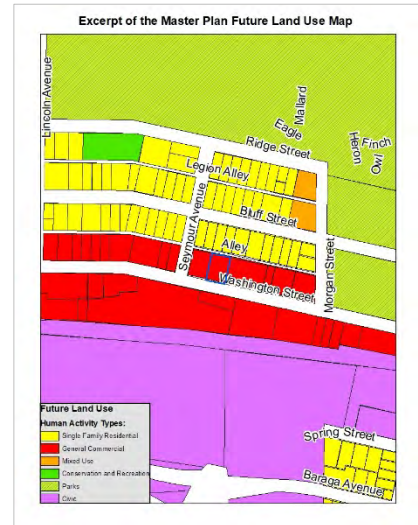
**This property is designated for *General Commercial* on the *Future Land Use Map* of the Community Master Plan (CMP) and is designated as a *General Commercial* zoning district on the *Proposed Zoning Map*. These designations were adopted with the 2015 amendments to the CMP. In the view of staff, the designation of this property as strictly commercial for land use and zoning was an oversight at the time of the CMP work and several similar properties between Lincoln Ave. and Morgan St. should have been designated as Mixed-**

Use on the Future Land Use Map at that time. That would have resulted in the rezoning of the property to M-U in 2019, at the time of the LDC adoption.

And in the draft amendments to the Community Master Plan that are nearly completed, the Future Land Use Plan chapter includes this area in the “West Washington St. and W. Baraga Ave. Belt” place type, which is envisioned “to support a wide spectrum of uses including multiple-family, commercial, and light industrial. The mix of uses may occur horizontally in single-story buildings or vertically in multi-story mixed-use buildings.” An excerpt of this draft chapter is attached to the staff report.

The Planning Commission will make recommendations for changes to the Future Land Use Map and Proposed Zoning Map in the near future and this is among a short list of properties that would be addressed in those recommendations.

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



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

Please see above - "Zoning District and Standards".

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

This portion of Washington Street is classified as an “urban minor arterial” per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are moderate.

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

There are no problems anticipated.

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

**No conditions have changed nor was there an error in the Zoning Ordinance.**

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

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

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

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

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

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

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

**The existing structure does meet the existing west side setback for GC zoning and would not meet for the M-U zoning as well. It does partially meet the buffer requirement to the north for a 40-ft setback but does not for the tree requirement.**

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

**The adjacent uses to the west, east, and south are commercial, and zoning is GC, and uses to the north are residential and the zoning is MDR.**

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

**A text amendment to add residential uses to the GC zoning district would not be appropriate due to the incompatibility of the allowable and special land uses for the zoning district.**

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

**The Planning Commission must determine if the proposed zoning would create an isolated or incompatible (see item #8 above) zone.**

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

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

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

**Additional Comments:**

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

**Attachments:**

1. Application
2. Area Map
3. Block Map
4. Area Zoning Map
5. Photos
6. Publication Notice
7. Future Land Use and Proposed Zoning Map from the Master Plan
8. Excerpt from *Draft* Future Land Use Chapter of Community Master Plan Amendment
9. *Rezoning Information for Planning Commissions* document
10. Correspondence

## CITY OF MARQUETTE REZONING APPLICATION



### CITY STAFF USE

Parcel ID#: 0260110 File #: 01-REZ-02-24 Date: 01-03-24  
Hearing Date: 2-6-24 Application Deadline (including all support material): 1-9-24  
Receipt #: 830488 Check #: 1600 Received by and date: 1-3-24 (MAIL)

**FEE \$1,295 (We can only accept Cash or Check (written to the City of Marquette))**

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, THE REZONING REQUEST WILL NOT BE SCHEDULED FOR A HEARING UNTIL IT HAS BEEN VERIFIED THAT ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

If you have any questions, please call 228-0425 or e-mail [alanders@marquettemi.gov](mailto:alanders@marquettemi.gov). Please refer to [www.marquettemi.gov](http://www.marquettemi.gov) to find the following information:

- o Planning Commission page for filing deadline and meeting schedule
- o Section 54.1405 Zoning Ordinance Amendment Procedures from the Land Development Code

Please review the attached excerpt from the Land Development Code.

### APPLICANT CONTACT INFORMATION

#### PROPERTY OWNER

Name: Eric S. Berg  
Address: 613 Lake St.  
City, State, Zip: Negaunee, MI 49866  
Phone #: 906-399-3426  
Email: bergybread@gmail.com

**\*\*APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING\*\***

#### APPLICANT/OWNERS REPRESENTATIVE

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

**\*\*APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING\*\***

### PRE-APPLICATION CONFERENCE

It is strongly encouraged that all applicants and their representatives meet with City of Marquette staff prior to submitting an application for a rezoning. A pre-application meeting with staff allows for a preliminary review of the application procedures, project timelines, compliance with the City Master Plan, and other project criteria, and prevents most situations that usually results in a project being postponed.

### PHASING OF APPLICATION

Public hearings before the Planning Commission are held on the first meeting of the month only. Applications and support materials must be submitted twenty (20) business days prior to the public hearing date.

The Marquette City Commission is also required to hold a public hearing and take final action on a rezoning request. This usually takes two City Commission meetings, one to schedule the public hearing and one to hold the public hearing.

### PROPERTY INFORMATION

Property Address: 756 W. Washington Property Identification Number: 52-52-002-601-10  
Size of property (frontage / depth / sq. ft. or acres): 0.32 acres  
Surrounding Zoning Districts: North Med. Density Residential East Gen Comm South Gen Comm West Gen Comm  
Legal Description: Lot 10, Block 1 of Nester's Addition to the City of Marquette  
& Lot 11, Block 1, Nester's Addition to the City of Marquette,  
State of Michigan

### PROPOSAL

Current Zoning District: GC general commercial Proposed Zoning District: M-U mixed use  
Please note: If proposing a Rezoning with Conditions, please attach a separate sheet(s) with your proposed Conditional Rezoning Agreement that meets the Land Development Code Section 54.1405(H)(1).

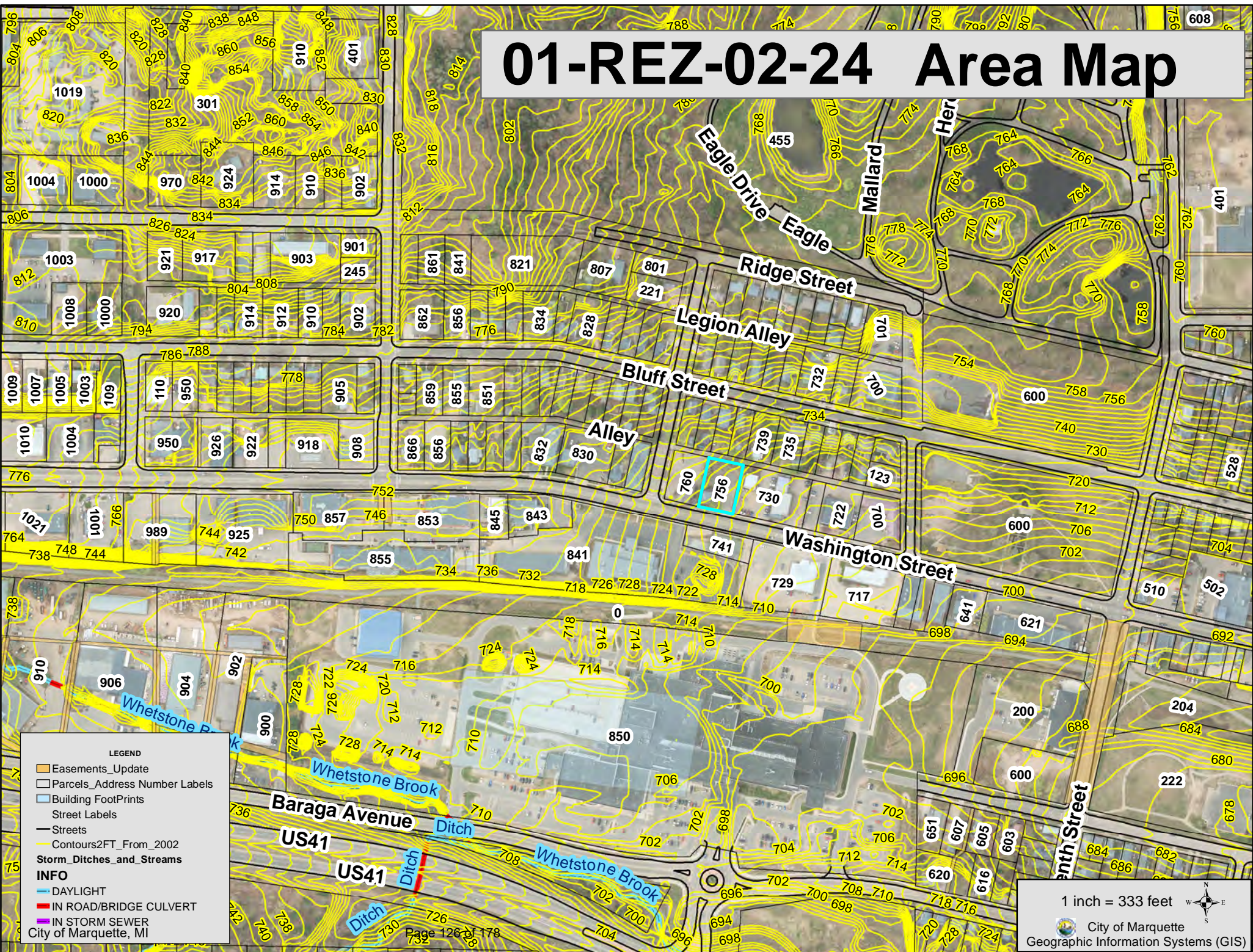
### SIGNATURE

I hereby certify the following:

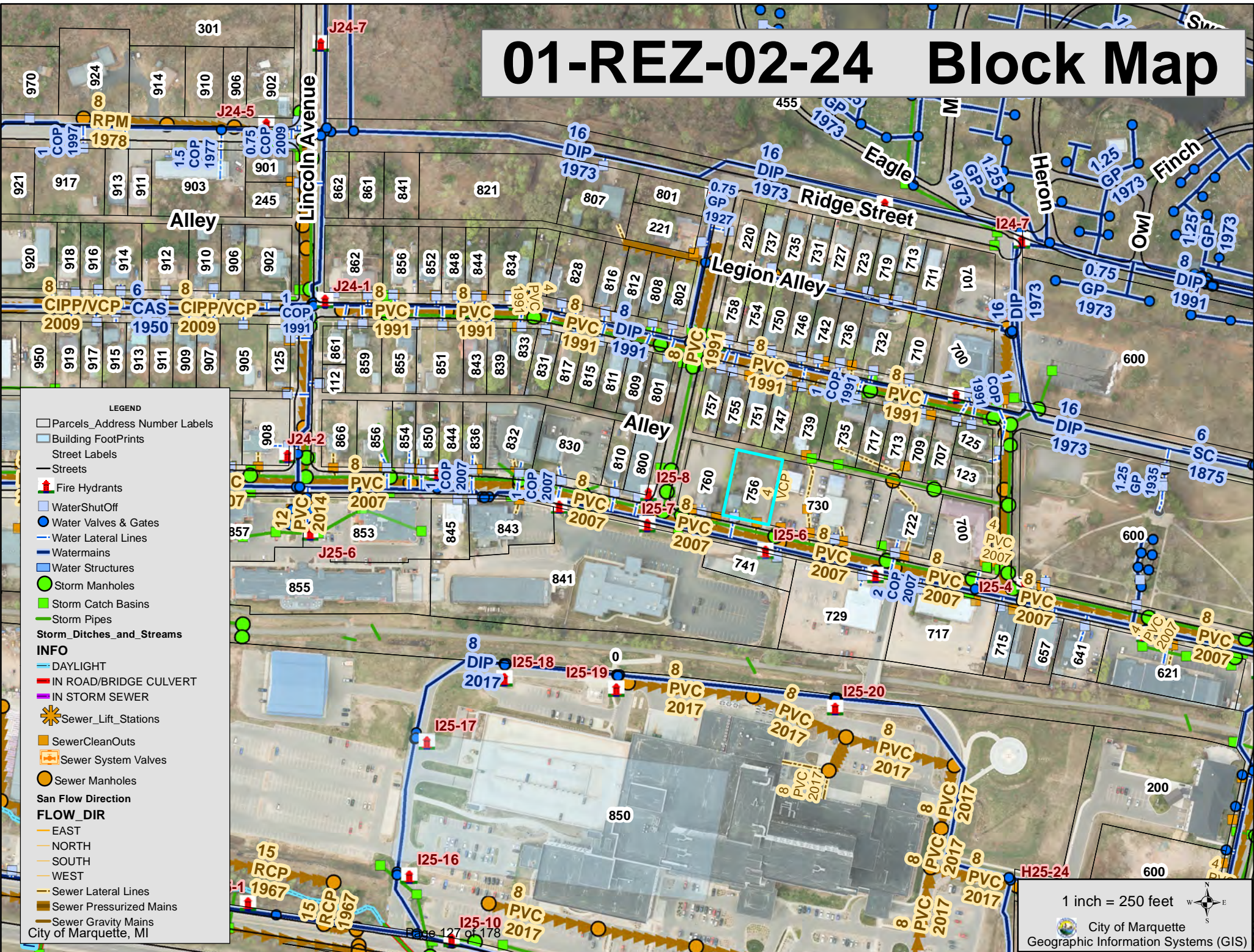
1. I am the legal owner of the property for which this application is being submitted, or I have submitted a written statement by the property owner that allows me to apply on their behalf.
2. I desire to apply for a rezoning of the property indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
3. The requested rezoning would not violate any deed restrictions attached the property involved in the request.
4. I have read the attached excerpt and recommended sections of the Land Development Code and understand the necessary requirements that must be completed.
5. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the plan.
6. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full. Once my application is deemed complete, I will be assigned a date for a public hearing before the Planning Commission that may not necessarily be the next scheduled meeting due to notification requirements and Planning Commission Bylaws.
7. I acknowledge that this form is not in itself a rezoning but only an application for a rezoning and is valid only with procurement of applicable approvals.
8. I authorize City Staff, and the Planning Commission and City Commission members to inspect the site.

Property Owner Signature: Lois S. Berg Date: 1/2/2024

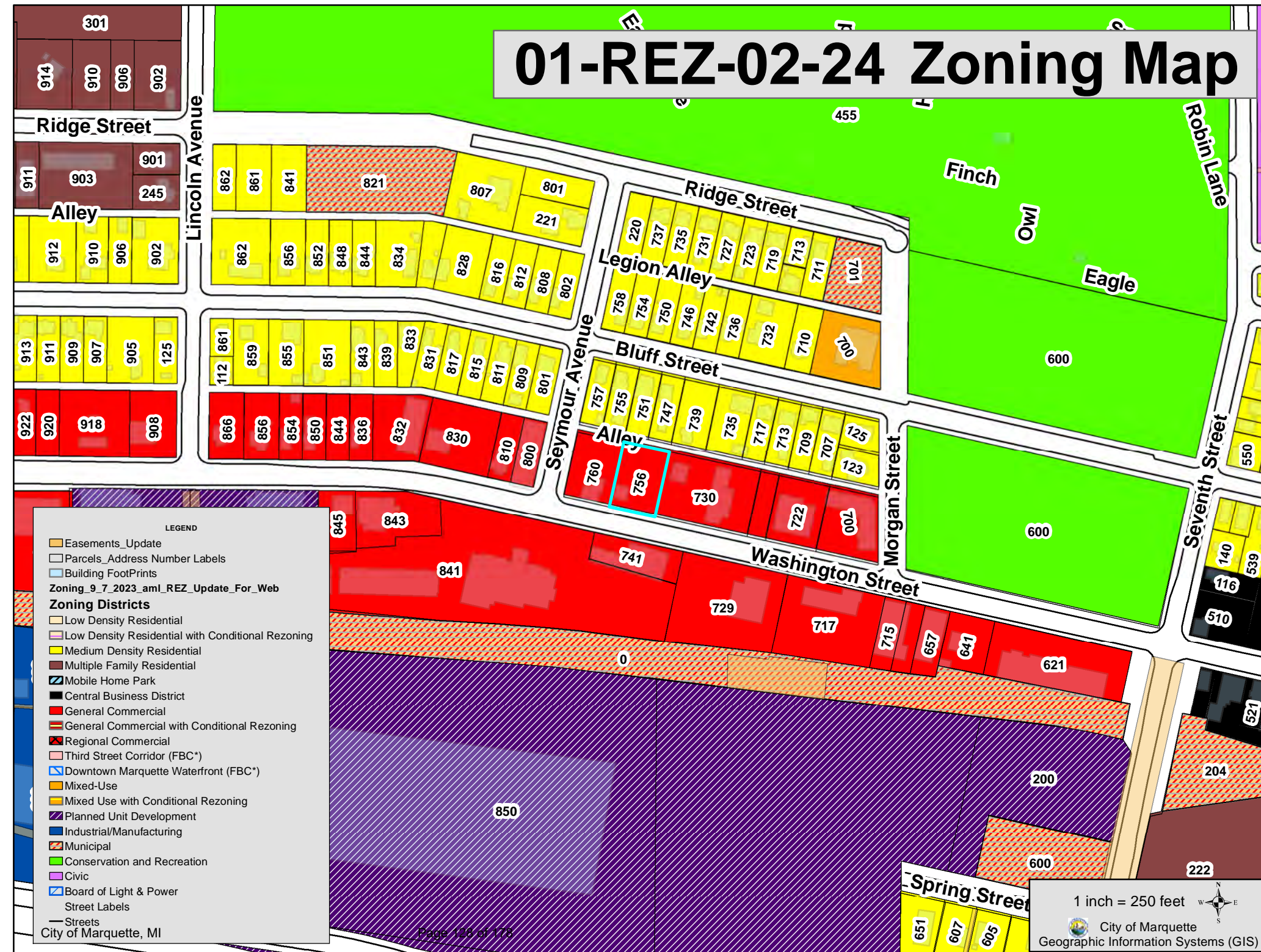
# 01-REZ-02-24 Area Map



# 01-REZ-02-24 Block Map



# 01-REZ-02-24 Zoning Map





# Local

Volume 138, No. 15

## THE MINING Journal

228-2500

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#### 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 - **01-REZ-02-24 - 756 W. Washington St. (PIN: 0260110):** Bergy Building, LLC is requesting to rezone the property located at 756 W. Washington Street which is zoned General Commercial (GC) to be zoned **Mixed-Use (M-U)**.

The public hearing for this request will be at 6:00 P.M. on Tuesday, February 6, 2024, in the Commission Chambers at City Hall, 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](mailto:alanders@marquettemi.gov). Written submissions will be accepted until 12:00 p.m. on February 6, 2024.

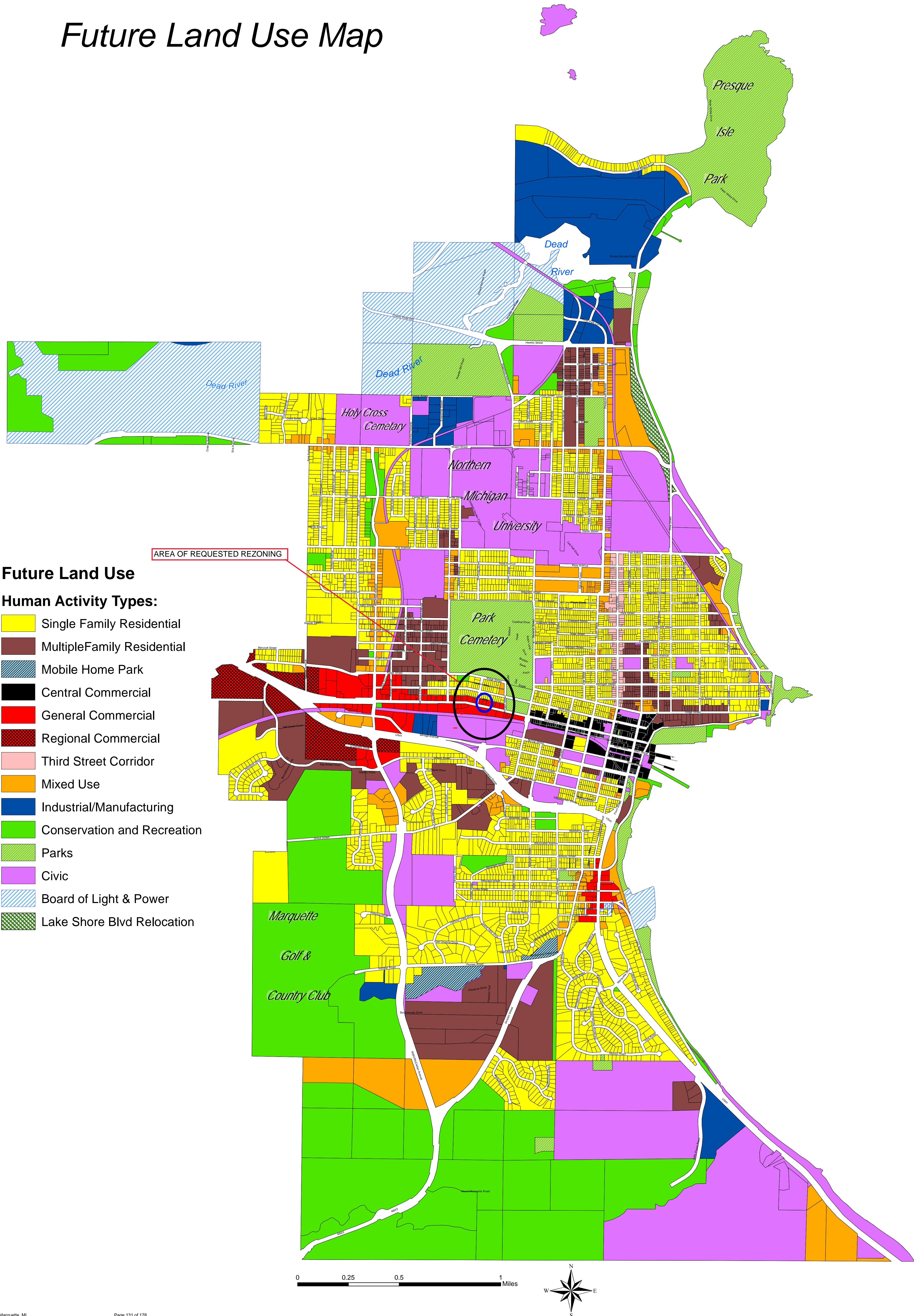
Materials pertaining to the request is available for review at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through

Friday. Otherwise, you can request to have the materials e-mailed to you by e-mailing [alanders@marquettemi.gov](mailto:alanders@marquettemi.gov). You can also view the Land Development Code on our website at [www.marquettemi.gov](http://www.marquettemi.gov). If you have a disability and require assistance to participate, please provide advance notice.

Andrea Landers, Zoning Official, 225-8383

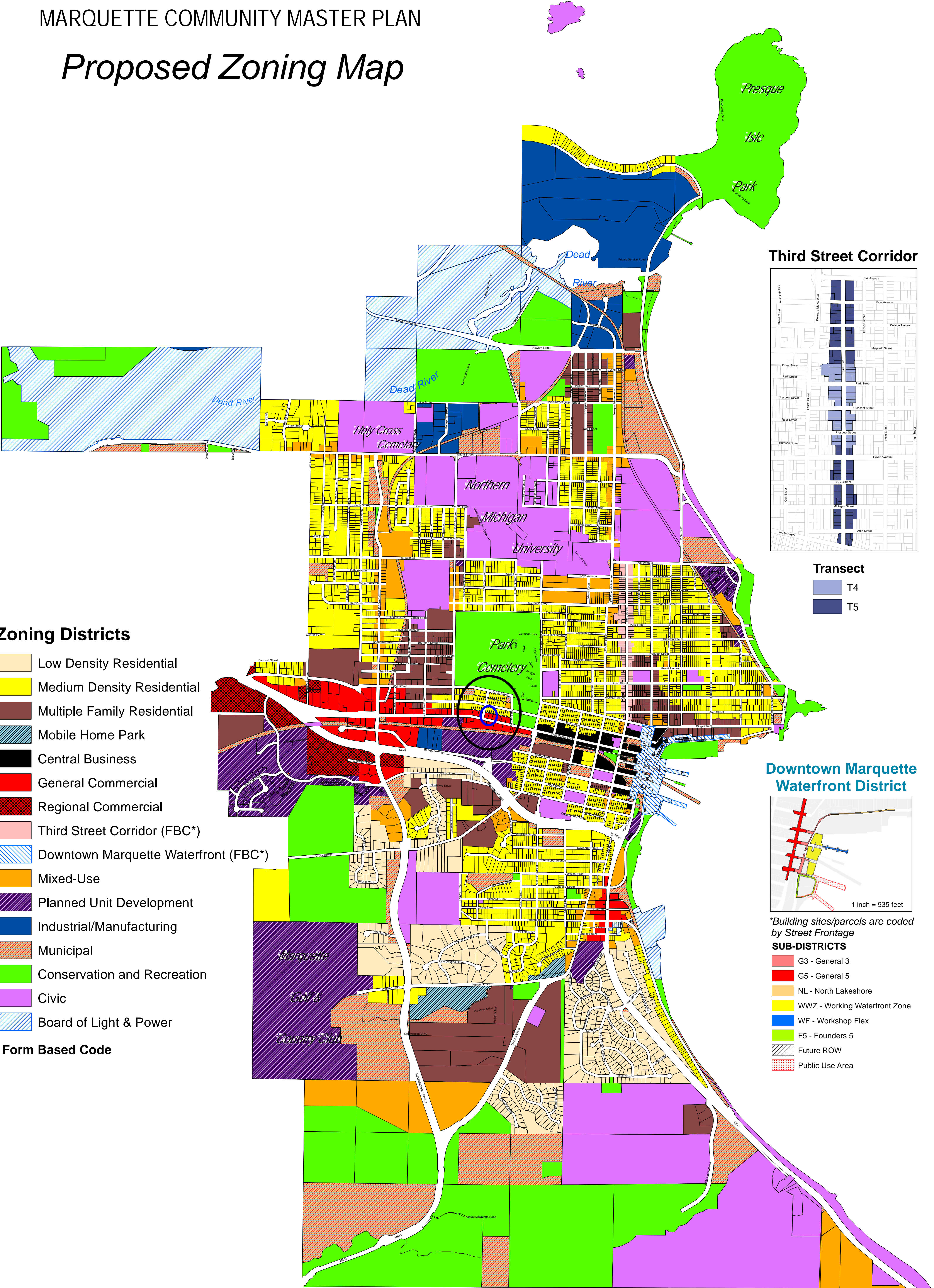
MARQUETTE COMMUNITY MASTER PLAN

Future Land Use Map



MARQUETTE COMMUNITY MASTER PLAN

*Proposed Zoning Map*

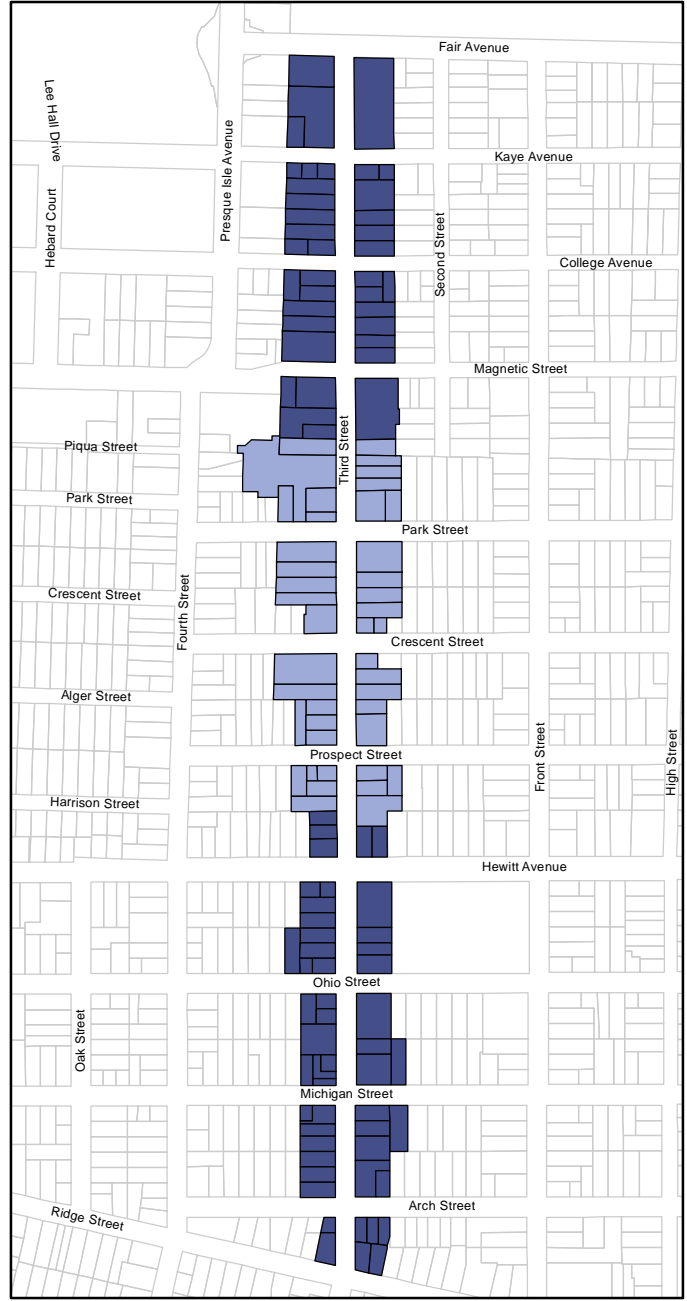


**Zoning Districts**

- Low Density Residential
- Medium Density Residential
- Multiple Family Residential
- Mobile Home Park
- Central Business
- General Commercial
- Regional Commercial
- Third Street Corridor (FBC\*)
- Downtown Marquette Waterfront (FBC\*)
- Mixed-Use
- Planned Unit Development
- Industrial/Manufacturing
- Municipal
- Conservation and Recreation
- Civic
- Board of Light & Power

\* Form Based Code

**Third Street Corridor**

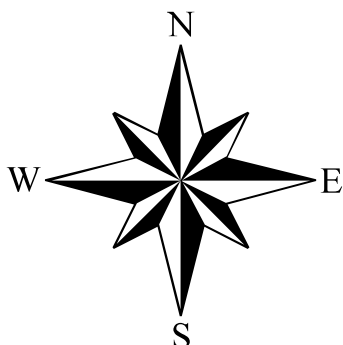
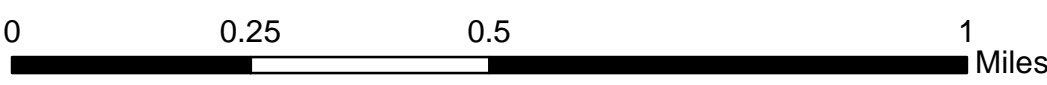


- Transect**
- T4
  - T5

**Downtown Marquette Waterfront District**



- \*Building sites/parcels are coded by Street Frontage
- SUB-DISTRICTS**
- G3 - General 3
  - G5 - General 5
  - NL - North Lakeshore
  - WWZ - Working Waterfront Zone
  - WF - Workshop Flex
  - F5 - Founders 5
  - Future ROW
  - Public Use Area



## Future Land Use Plan

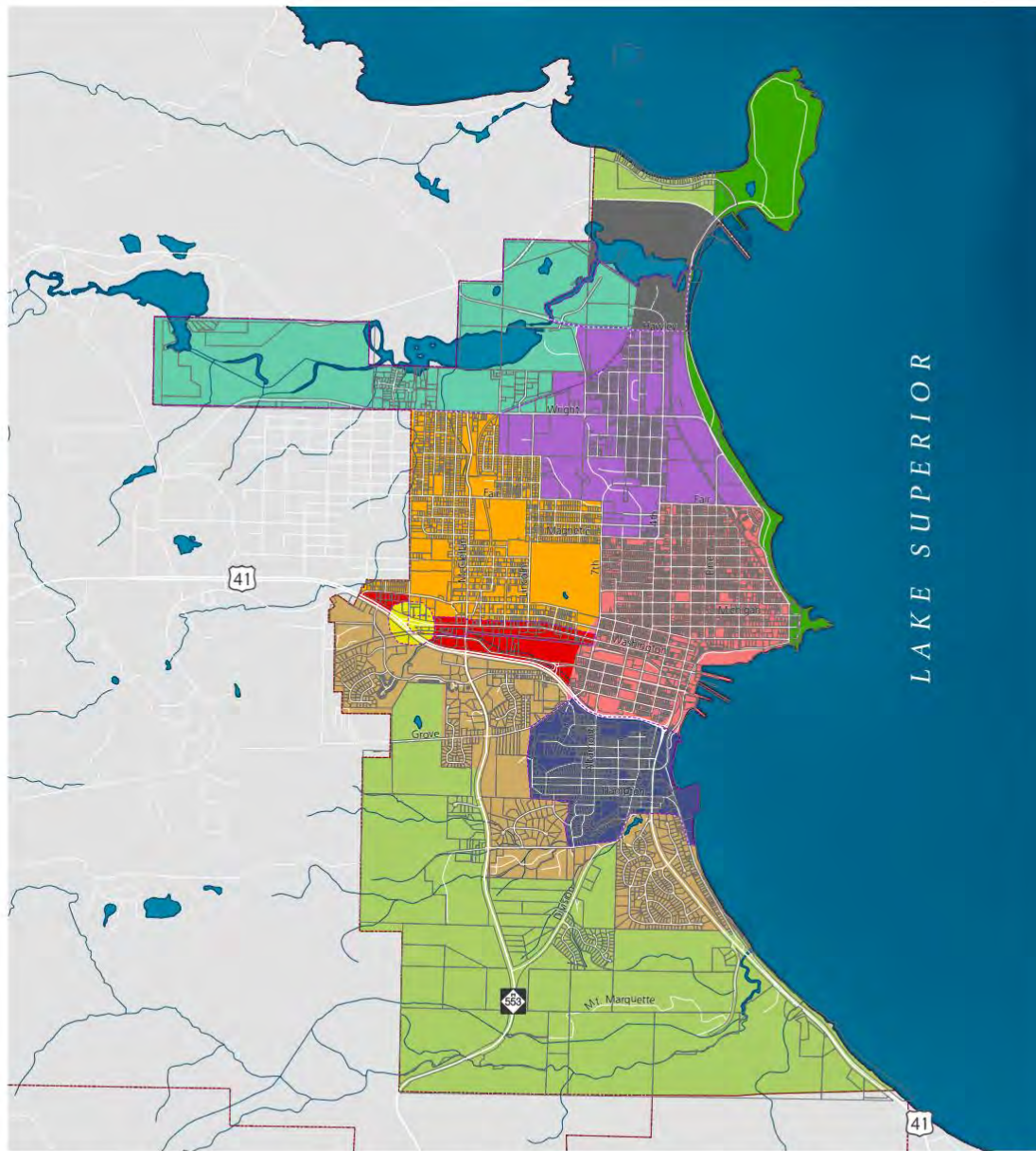
The Future Land Use Plan is the community's agreed-upon development pattern and visual guide to future development. It serves as the basis for public policy decisions, capital project planning and funding, redevelopment, updating the zoning map, or rezoning individual properties. The Marquette Future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

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

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

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

## Future Land Use Map



### Place Types / Land Use Typologies

Sources: Michigan Open Data Portal, City of Marquette

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

0.5 Miles  
Beckett & Raeder, Inc.

## West Washington Street and West Baraga Avenue Belt

The West Washington Street and West Baraga Avenue Belt runs from Seventh Street west to the US-41/M-28 highway intersection. West Washington Street was part of the US-41 Business Route from 1964 to 2005. In 2005, the highway route was decommissioned and transferred to the city as a local street. Before the bypass opened in 1963, Front and Washington Streets were the highway route traversing the community. Today, West Washington Street remains an important commercial corridor



and serves as the key entryway to downtown. This corridor is envisioned to support a wide spectrum of uses including multiple-family, commercial and light industrial. The mix of uses may occur horizontally in single-story buildings or vertically in multi-story mixed-use buildings.

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

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

The entire belt is envisioned to be intensely developed typically with multi-story buildings. The highest intensities are planned to be on the eastern portion of the corridor. Buildings are to be set next to or near the sidewalk to create a defined street wall and promote an attractive walking and transit friendly

environment to access commerce, services, and shopping from residential areas. These buildings may contain a mix of street-level commercial and residential uses with residential and office uses on the upper floors. Colorful facades are envisioned to brighten up the dark cloudy days that often occur during the cooler seasons. A corridor sub-area plan is recommended to guide the redevelopment of this important community corridor.

#### *Defining Elements:*

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

## Rezoning

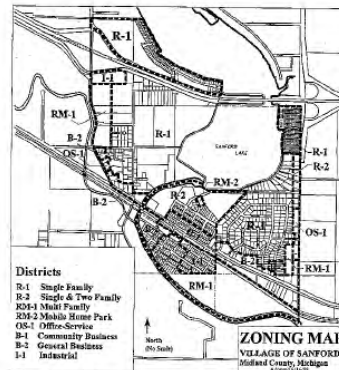
- The main question that must be answered when considering a rezoning is: *“Is that an appropriate location for that zone?”*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific 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

RE: Question One (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?



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## 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.

23

01-REZ-02-24 756 W. Washington St. PIN 0260110

Katie Brang <[REDACTED]>

Tue 1/23/2024 1:15 PM

To:Andrea Landers <alanders@marquette.mi.gov>

[REDACTED]  
To the Community Development Department,

My business is located within 300 feet of 756 W. Washington St. I rent at 717 W Washington St. I am in complete support of this zoning change to Mixed-Use. I think this change will benefit the current owner and owners in the future. I am so excited to see the revitalization of this section of Washington St, and I think that Bergy Building LLC is going to bring energy, foot traffic (and fantastic bread) to the area. Please let me know if you have any questions.

Katie Brang

756 w Washington

mike potts <[REDACTED]>

Tue 1/23/2024 12:19 PM

To: Andrea Landers <alanders@marquettemi.gov>

[REDACTED]

Hi,

Regarding pin: 0260110, I am writing to express my support of the requested zoning change from gc to m-u.

I believe this is a good change for this particular property and will help to provide more opportunities for current and future owners of this property.

Thank you

Mike Potts  
205 Newberry  
Marquette, mi 49855

[REDACTED]

## Bergy Building Zoning

Ryan Brang <[REDACTED]>

Fri 1/26/2024 9:53 AM

To: Andrea Landers <alanders@marquettemi.gov>

[REDACTED]  
Dear Andrea and the Community Development Department,

I would like to voice my support in favor of the mixed-use request by Bergy Building. As a small business owner myself, I would like to support the continued development and support of more small business owners and I would hope that the city would be supportive of this as well. Eric Bergy offers a great product and the more accommodations that we can make for him, his family and his business, the better in my opinion. Thank you so much for your consideration. If there are any other questions for me or any other ways that I can be of assistance, please let me know.

Sincerely,

Ryan Brang, MD  
Family Medicine  
NorthCountryHealthMQT.com  
717 W Washington St  
Marquette MI 49855  
[REDACTED]



*Inspired Healthcare*

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 3/11/2024

### **Consent Agenda**

#### **SIMP and Front/Crescent Street Sewer Extension Project**

##### **BACKGROUND:**

Plans have been developed for the SIMP project which includes resurfacing and crack sealing of various City streets, and replacement of water and sewer service lines that are in critical condition. The goal of this preventative maintenance project is to maximize the life of City assets prior to needing full replacement. Plans have also been developed for a sanitary sewer main extension along Front Street and Crescent Street. This project will enable residents to disconnect from an obsolete, private, and shared backyard sewer system and independently and directly connect to the City's system.

This project was advertised for bids on January 16, 2024 with a bid opening on February 13, 2024. Three contractors responded and the results are summarized below.

<u>Bidder</u>	<u>Bid</u>
Smith Construction, Inc.	\$1,171,306.56
Bacco Inc.	\$1,311,861.00
Oberstar, Inc.	\$1,441,305.00

The Engineer's Estimate for this project was \$1,191,857.00.

##### **FISCAL EFFECT:**

Sufficient funds are available in the approved FY 2024 budget for the contract amount and unspent bond proceeds from FY 2021 are available to cover the requested contingency funding.

##### **RECOMMENDATION:**

Approve a contract with Smith Construction for the SIMP and Front/Crescent Street Sewer Extension Project at a cost of \$1,171,306.56 based on quantities and unit prices in the proposal, allow the City Manager to use a 10 percent contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the contract.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▢ Construction Contract
- ▢ Smith Insurance
- ▢ Bid Tabulations
- ▢ Street Resurfacing Location Map
- ▢ Crack Sealing Location Map
- ▢ Front/Crescent Sewer Extension Location Map

**CITY OF MARQUETTE**  
**CHAPTER 3**  
**CONSTRUCTION CONTRACT**

**PROJECT NAME: Street Improvements, Bituminous Paving, Sanitary and Water Service Line Replacements and Front & Crescent Street Sewer Extension Project**

**PROJECT NUMBERS: MQ23-101, MQ23-303, MQ25-304**

THIS AGREEMENT, made this \_\_\_\_\_, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Smith Construction, Inc. of Marquette, a Domestic Profit Corporation, holding license number 800021195, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

**ARTICLE 1**

**CONTRACT DOCUMENTS**

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2**

**SCOPE OF WORK**

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

**ARTICLE 3**

**MATERIALS, APPLIANCES, and EMPLOYEES**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

## **ARTICLE 4**

### **TIME OF COMPLETION**

The commencement date of this project is March 11, 2024, and the completion date of this project is September 20<sup>th</sup>, 2024. The Contractor shall be penalized in the amount of \$1,300 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

## **ARTICLE 5**

### **CONTRACT SUM**

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$1,171,306.56, subject to additions and deductions pursuant to authorized change orders and allowances.

## **ARTICLE 6**

### **PAYMENTS**

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

## **ARTICLE 7**

### **CONTRACTOR'S OBLIGATIONS**

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.
6. Safety and Fire Protection:  
The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

## **ARTICLE 8**

### **CONTRACTOR'S STATUS AS INDEPENDENT ENTITY**

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

## **ARTICLE 9**

### **CHANGE ORDERS AND PAYMENT**

A change order is any change to the original plans and/or specifications. All change orders need to be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the City Engineer shall be empowered to make a final and fair determination as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

## **ARTICLE 10**

### **INSURANCE**

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional insured on all applicable insurance policies covering the project. Said insurance shall be in minimum limits of at least \$5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

## **ARTICLE 11**

### **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor shall indemnify and hold harmless the City, the City's officers, directors, members, partners, agents, and employees against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or

employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

## **ARTICLE 12**

### **CITY'S RIGHT TO TERMINATE THE CONTRACT**

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

## **ARTICLE 13**

### **CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

## **ARTICLE 14**

### **ACCESS TO WORK**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

## **ARTICLE 15**

### **ARBITRATION OF DISPUTES**

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

## **ARTICLE 16**

## **WARRANTY**

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

The terms of the Local Pavement Warranty Program adopted by the City of Marquette are hereby incorporated by reference into this contract and made a part hereof.

## **ARTICLE 17**

### **FEDERAL-AID CONTRACTS**

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:**  
The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:**  
In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b) Cancellations, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:**  
The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE 18**

### **INTEGRATION**

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

## **ARTICLE 19**

### **BINDING AGREEMENT**

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

## **ARTICLE 20**

## PURCHASING AGENT DESIGNATION AND AUTHORITY

Mikael H. Kilpela is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### THE CITY OF MARQUETTE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sally Davis, Mayor  
City of Marquette

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kyle L. Whitney, City Clerk  
City of Marquette

  
Witness

Mikael Kilpela  
Witness

### Smith Construction



By: Wyatt Smith

Its: Vice President

Address: 4090 US 41 W Marquette MI 49855

Telephone#: 906 869 7040

APPROVED AS TO FORM:

\_\_\_\_\_  
Suzanne C. Larsen  
City Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Karen M. Kovacs  
City Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/16/2024

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Green Bay WI Office 1175 Lombardi Avenue Suite 350 Green Bay WI 54304 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (920) 437-7123	<b>FAX (A/C. No.):</b> (920) 431-6345
<b>INSURED</b> Smith Construction, Inc. 4090 US 41 West Marquette MI 49855-9491 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> The Charter Oak Fire Insurance Company	25615
	<b>INSURER B:</b> St. Paul Mercury Ins Co	24791
	<b>INSURER C:</b> Travelers Casualty & Surety Company	19038
<b>INSURER D:</b> Travelers Property Casualty Ins Co	36161	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 570103962240 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			DTC03X385982COF24	01/01/2024	01/01/2025	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
B	<b>AUTOMOBILE LIABILITY</b>			8103X3900402426G	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CUP3X4178432426	01/01/2024	01/01/2025	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						AGGREGATE	\$5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			UB3X4148282426G	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$500,000
							E.L. DISEASE-POLICY LIMIT	\$500,000

Certificate No : 570103962240

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

RE: STREET IMPROVEMENTS, BITUMINOUS PAVING, SANITARY AND WATER SERVICE LINE REPLACEMENTS AND FRONT & CRESCENT STREET SEWER EXTENSION PROJECT; PROJECT NUMBERS: MQ23-101, MQ23-303, MQ25-304, CITY OF MARQUETTE ARE INCLUDED AS ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY, AUTO AND UMBRELLA POLICIES.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF MARQUETTE, A MICHIGAN MUNICIPAL CORPORATION 300 W. BARAGA AVENUE MARQUETTE MI 49855 USA	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  <i>Aon Risk Services Central, Inc.</i>

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# Solicitation Information

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## City of Marquette

### Solicitation Number

BP24-05

### Deadline

02/13/2024 11:00 AM EST

### Advertised

01/16/2024 09:25 AM EST

### Revised

02/06/2024 02:40 PM EST

### Description

- A. This project consists of the replacement of miscellaneous sanitary sewer laterals on various streets throughout the City, preparing the existing pavement and constructing HMA pavements, which includes cold-milling, pavement/ existing base and sub base removal, structure cover adjustment, curb work, HMA pavement and base placement, and overhand crack filling. Restoration of all disturbed lawn and grassy areas is included.
- B. This project also consists of the extension or approximately 314 ft of sanitary sewer main on Front Street and Crescent Street. The sewer extension will include, sewer lateral placement, rock excavation, earth excavation, pavement removal, concrete sidewalk removal, road re-building, HMA placement, concrete curb and sidewalk placement and turf restoration.

### Location(s)

Marquette, Michigan

Bidders

Business Name	Address	Phone
Oberstar, Inc.	1900 Industrial Pkwy Marquette, MI 49855-1653	(906) 226-6799
Bacco Construction Company	PO Box 458 Iron Mountain, MI 49801	(906) 774-2616
Smith Construction, Inc	4090 US Highway 41 W Marquette, MI 49855-9491	(906) 228-7285
3 Bidders		

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>1027051</b> <b>_ Pedestrian Traffic Maintenance</b> <b>LSUM</b>			
Smith Construction, Inc	1.0000	\$3,000.00	\$3,000.00
Bacco Construction Company	1.0000	\$850.00	\$850.00
Oberstar, Inc.	1.0000	\$5,000.00	\$5,000.00
<b>1100001</b> <b>Mobilization, Max max \$56,000</b> <b>LSUM</b>			
Smith Construction, Inc	1.0000	\$56,000.00	\$56,000.00
Bacco Construction Company	1.0000	\$56,000.00	\$56,000.00
Oberstar, Inc.	1.0000	\$56,000.00	\$56,000.00
<b>2040021</b> <b>Curb, Rem</b> <b>Ft</b>			
Smith Construction, Inc	1,270.0000	\$34.00	\$43,180.00
Bacco Construction Company	1,270.0000	\$26.60	\$33,782.00
Oberstar, Inc.	1,270.0000	\$18.00	\$22,860.00
<b>2040055</b> <b>Sidewalk, Rem</b> <b>Syd</b>			
Smith Construction, Inc	226.0000	\$20.00	\$4,520.00
Bacco Construction Company	226.0000	\$30.30	\$6,847.80

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>2040055</b> <b>Sidewalk, Rem</b> <b>Syd</b>			
Oberstar, Inc.	226.0000	\$10.00	\$2,260.00
<b>2050016</b> <b>Excavation, Earth</b> <b>Cyd</b>			
Smith Construction, Inc	251.0000	\$24.00	\$6,024.00
Bacco Construction Company	251.0000	\$40.10	\$10,065.10
Oberstar, Inc.	251.0000	\$25.00	\$6,275.00
<b>2050018</b> <b>Excavation, Rock</b> <b>Cyd</b>			
Smith Construction, Inc	457.0000	\$200.00	\$91,400.00
Bacco Construction Company	457.0000	\$438.00	\$200,166.00
Oberstar, Inc.	457.0000	\$295.00	\$134,815.00
<b>2087051</b> <b>Soil Erosion And Sedimentation Control</b> <b>LS</b>			
Smith Construction, Inc	1.0000	\$5,000.00	\$5,000.00
Bacco Construction Company	1.0000	\$2,850.00	\$2,850.00
Oberstar, Inc.	1.0000	\$10,000.00	\$10,000.00
<b>2090001</b> <b>Project Cleanup</b> <b>LSUM</b>			
Smith Construction, Inc	1.0000	\$10,000.00	\$10,000.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>2090001</b> <b>Project Cleanup</b> <b>LSUM</b>			
Bacco Construction Company	1.0000	\$1,000.00	\$1,000.00
Oberstar, Inc.	1.0000	\$18,500.00	\$18,500.00
<b>3010002</b> <b>Subbase, CIP</b> <b>Cyd</b>			
Smith Construction, Inc	151.0000	\$20.00	\$3,020.00
Bacco Construction Company	151.0000	\$56.60	\$8,546.60
Oberstar, Inc.	151.0000	\$20.00	\$3,020.00
<b>3010002</b> <b>Subbase, CIP modified</b> <b>Cyd</b>			
Smith Construction, Inc	402.0000	\$38.00	\$15,276.00
Bacco Construction Company	402.0000	\$60.40	\$24,280.80
Oberstar, Inc.	402.0000	\$40.00	\$16,080.00
<b>3020010</b> <b>Aggregate Base, 4 inch (Front/Crescent only)</b> <b>Syd</b>			
Smith Construction, Inc	1,206.0000	\$8.00	\$9,648.00
Bacco Construction Company	1,206.0000	\$8.30	\$10,009.80
Oberstar, Inc.	1,206.0000	\$13.00	\$15,678.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>3020016</b> <b>Aggregate Base, 6 inch</b> <b>Syd</b>			
Smith Construction, Inc	1,182.0000	\$18.50	\$21,867.00
Bacco Construction Company	1,182.0000	\$19.70	\$23,285.40
Oberstar, Inc.	1,182.0000	\$14.00	\$16,548.00
<b>3020020</b> <b>Aggregate Base, 8 inch</b> <b>Syd</b>			
Smith Construction, Inc	151.0000	\$20.00	\$3,020.00
Bacco Construction Company	151.0000	\$37.80	\$5,707.80
Oberstar, Inc.	151.0000	\$25.00	\$3,775.00
<b>4030005</b> <b>Dr Structure Cover, Adj, Case 1</b> <b>Ea</b>			
Smith Construction, Inc	16.0000	\$700.00	\$11,200.00
Bacco Construction Company	16.0000	\$2,500.00	\$40,000.00
Oberstar, Inc.	16.0000	\$1,800.00	\$28,800.00
<b>4030010</b> <b>Dr Structure Cover, Type B modified</b> <b>Ea</b>			
Smith Construction, Inc	3.0000	\$1,500.00	\$4,500.00
Bacco Construction Company	3.0000	\$2,100.00	\$6,300.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>4030010</b> <b>Dr Structure Cover, Type B modified</b> <b>Ea</b>			
Oberstar, Inc.	3.0000	\$2,400.00	\$7,200.00
<b>4030065</b> <b>Dr Structure Cover, Type Q modified</b> <b>Ea</b>			
Smith Construction, Inc	5.0000	\$1,500.00	\$7,500.00
Bacco Construction Company	5.0000	\$2,100.00	\$10,500.00
Oberstar, Inc.	5.0000	\$2,400.00	\$12,000.00
<b>4030308</b> <b>Dr Structure, Tap, 8 inch</b> <b>Ea</b>			
Smith Construction, Inc	1.0000	\$900.00	\$900.00
Bacco Construction Company	1.0000	\$947.00	\$947.00
Oberstar, Inc.	1.0000	\$1,000.00	\$1,000.00
<b>5010002</b> <b>Cold Milling HMA Surface 1-1/2 depth</b> <b>Syd</b>			
Smith Construction, Inc	18,684.0000	\$6.00	\$112,104.00
Bacco Construction Company	18,684.0000	\$5.30	\$99,025.20
Oberstar, Inc.	18,684.0000	\$6.00	\$112,104.00
<b>5010005</b> <b>HMA Surface, Rem Front/Crescent only</b> <b>Syd</b>			
Smith Construction, Inc	1,206.0000	\$10.00	\$12,060.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>5010005</b> <b>HMA Surface, Rem Front/Crescent only</b> <b>Syd</b>			
Bacco Construction Company	1,206.0000	\$3.15	\$3,798.90
Oberstar, Inc.	1,206.0000	\$6.00	\$7,236.00
<b>5010025</b> <b>Hand Patching road wedging only</b> <b>Ton</b>			
Smith Construction, Inc	252.0000	\$162.00	\$40,824.00
Bacco Construction Company	252.0000	\$106.00	\$26,712.00
Oberstar, Inc.	252.0000	\$159.00	\$40,068.00
<b>5012025</b> <b>HMA, 4EML</b> <b>Ton</b>			
Smith Construction, Inc	114.0000	\$154.00	\$17,556.00
Bacco Construction Company	114.0000	\$121.00	\$13,794.00
Oberstar, Inc.	114.0000	\$160.00	\$18,240.00
<b>5012025</b> <b>HMA, 4EML curb/san lat patching</b> <b>Ton</b>			
Smith Construction, Inc	110.0000	\$424.00	\$46,640.00
Bacco Construction Company	110.0000	\$190.00	\$20,900.00
Oberstar, Inc.	110.0000	\$425.00	\$46,750.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>5012037</b> <b>HMA, 5EML</b> <b>Ton</b>			
Smith Construction, Inc	1,796.0000	\$130.00	\$233,480.00
Bacco Construction Company	1,796.0000	\$96.00	\$172,416.00
Oberstar, Inc.	1,796.0000	\$130.00	\$233,480.00
<b>5027003</b> <b>_ Overband Crack Fill, Roadbed</b> <b>Mi</b>			
Smith Construction, Inc	4.2300	\$15,972.00	\$67,561.56
Bacco Construction Company	4.2300	\$14,520.00	\$61,419.60
Oberstar, Inc.	4.2300	\$16,500.00	\$69,795.00
<b>5137001</b> <b>Sanitary manhole, 4 ft. dia. (0-8 ft.)</b> <b>Ea</b>			
Smith Construction, Inc	2.0000	\$3,250.00	\$6,500.00
Bacco Construction Company	2.0000	\$5,150.00	\$10,300.00
Oberstar, Inc.	2.0000	\$6,850.00	\$13,700.00
<b>5137002</b> <b>Sanitary Manhole, 4 ft. dia. (greater than 8 ft.)</b> <b>Ft</b>			
Smith Construction, Inc	8.2000	\$250.00	\$2,050.00
Bacco Construction Company	8.2000	\$199.00	\$1,631.80

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>5137002</b> <b>Sanitary Manhole, 4 ft. dia. (greater than 8 ft.)</b> <b>Ft</b>			
Oberstar, Inc.	8.2000	\$1,000.00	\$8,200.00
<b>5137012</b> <b>Sewer, Sanitary, 8 Inch</b> <b>Lft</b>			
Smith Construction, Inc	329.0000	\$60.00	\$19,740.00
Bacco Construction Company	329.0000	\$43.00	\$14,147.00
Oberstar, Inc.	329.0000	\$120.00	\$39,480.00
<b>5137018</b> <b>Lateral, Sanitary, 4 Inch</b> <b>lft</b>			
Smith Construction, Inc	613.0000	\$60.00	\$36,780.00
Bacco Construction Company	613.0000	\$86.10	\$52,779.30
Oberstar, Inc.	613.0000	\$110.00	\$67,430.00
<b>5137042</b> <b>Sanitary Wye, 8 inch x 4 inch</b> <b>Ea</b>			
Smith Construction, Inc	7.0000	\$250.00	\$1,750.00
Bacco Construction Company	7.0000	\$145.00	\$1,015.00
Oberstar, Inc.	7.0000	\$450.00	\$3,150.00
<b>5137052</b> <b>Sanitary Saddle, 8 inch x 4 inch</b> <b>Ea</b>			
Smith Construction, Inc	16.0000	\$250.00	\$4,000.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>5137052</b> <b>Sanitary Saddle, 8 inch x 4 inch</b> <b>Ea</b>			
Bacco Construction Company	16.0000	\$569.00	\$9,104.00
Oberstar, Inc.	16.0000	\$800.00	\$12,800.00
<b>5137059</b> <b>Connect to Existing Sanitary Lateral</b> <b>ea</b>			
Smith Construction, Inc	23.0000	\$500.00	\$11,500.00
Bacco Construction Company	23.0000	\$201.00	\$4,623.00
Oberstar, Inc.	23.0000	\$2,000.00	\$46,000.00
<b>6137054</b> <b>Traffic Control</b> <b>LS</b>			
Smith Construction, Inc	1.0000	\$20,000.00	\$20,000.00
Bacco Construction Company	1.0000	\$29,475.00	\$29,475.00
Oberstar, Inc.	1.0000	\$40,000.00	\$40,000.00
<b>6807139</b> <b>Curb Stop &amp; Box, 1 Inch</b> <b>ea</b>			
Smith Construction, Inc	11.0000	\$300.00	\$3,300.00
Bacco Construction Company	11.0000	\$455.00	\$5,005.00
Oberstar, Inc.	11.0000	\$1,000.00	\$11,000.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>6807144</b> <b>Connect to existing water lateral</b> <b>Ea</b>			
Smith Construction, Inc	11.0000	\$600.00	\$6,600.00
Bacco Construction Company	11.0000	\$235.00	\$2,585.00
Oberstar, Inc.	11.0000	\$1,000.00	\$11,000.00
<b>6927008</b> <b>Utility exploration sanitary</b> <b>Ea</b>			
Smith Construction, Inc	16.0000	\$550.00	\$8,800.00
Bacco Construction Company	16.0000	\$752.00	\$12,032.00
Oberstar, Inc.	16.0000	\$500.00	\$8,000.00
<b>6927008</b> <b>Utility exploration water</b> <b>Ea</b>			
Smith Construction, Inc	3.0000	\$550.00	\$1,650.00
Bacco Construction Company	3.0000	\$752.00	\$2,256.00
Oberstar, Inc.	3.0000	\$500.00	\$1,500.00
<b>6927011</b> <b>Resident Notification</b> <b>LS</b>			
Smith Construction, Inc	1.0000	\$5,000.00	\$5,000.00
Bacco Construction Company	1.0000	\$1,550.00	\$1,550.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>6927011</b> <b>Resident Notification</b> <b>LS</b>			
Oberstar, Inc.	1.0000	\$7,500.00	\$7,500.00
<b>8007001</b> <b>Water Service, Type K, 3/4</b> <b>Ft</b>			
Smith Construction, Inc	236.0000	\$65.00	\$15,340.00
Bacco Construction Company	236.0000	\$144.00	\$33,984.00
Oberstar, Inc.	236.0000	\$110.00	\$25,960.00
<b>8007010</b> <b>Remove and reinstall brick pavers</b> <b>Sft</b>			
Smith Construction, Inc	43.0000	\$60.00	\$2,580.00
Bacco Construction Company	43.0000	\$67.70	\$2,911.10
Oberstar, Inc.	43.0000	\$75.00	\$3,225.00
<b>8007051</b> <b>Remove and reinstall ret. walls</b> <b>LSUM</b>			
Smith Construction, Inc	1.0000	\$1,000.00	\$1,000.00
Bacco Construction Company	1.0000	\$5,700.00	\$5,700.00
Oberstar, Inc.	1.0000	\$7,500.00	\$7,500.00
<b>8010005</b> <b>Driveway, Nonreinf Conc, 6 inch</b> <b>Syd</b>			
Smith Construction, Inc	144.0000	\$140.00	\$20,160.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>8010005</b> <b>Driveway, Nonreinf Conc, 6 inch</b> <b>Syd</b>			
Bacco Construction Company	144.0000	\$119.00	\$17,136.00
Oberstar, Inc.	144.0000	\$145.00	\$20,880.00
<b>8020008</b> <b>Curb, Conc., City Standard</b> <b>ft</b>			
Smith Construction, Inc	958.0000	\$58.00	\$55,564.00
Bacco Construction Company	958.0000	\$59.60	\$57,096.80
Oberstar, Inc.	958.0000	\$63.00	\$60,354.00
<b>8020021</b> <b>Curb and Gutter, Conc, Det C2</b> <b>Ft</b>			
Smith Construction, Inc	322.0000	\$58.00	\$18,676.00
Bacco Construction Company	322.0000	\$52.80	\$17,001.60
Oberstar, Inc.	322.0000	\$63.00	\$20,286.00
<b>8030044</b> <b>Sidewalk, Conc, 4 inch</b> <b>Sft</b>			
Smith Construction, Inc	690.0000	\$17.00	\$11,730.00
Bacco Construction Company	690.0000	\$11.30	\$7,797.00
Oberstar, Inc.	690.0000	\$14.00	\$9,660.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>8030046</b> <b>Sidewalk, Conc, 6 inch</b> <b>Sft</b>			
Smith Construction, Inc	118.0000	\$19.00	\$2,242.00
Bacco Construction Company	118.0000	\$13.30	\$1,569.40
Oberstar, Inc.	118.0000	\$16.00	\$1,888.00
<b>8110114</b> <b>Pavt Mrkg, Polyurea, 24 inch, Stop Bar</b> <b>Ft</b>			
Smith Construction, Inc	144.0000	\$15.00	\$2,160.00
Bacco Construction Company	144.0000	\$12.95	\$1,864.80
Oberstar, Inc.	144.0000	\$13.00	\$1,872.00
<b>8110231</b> <b>Pavt Mrkg, Polyurea, 24 Inch, Crosswalk Ladder ...</b> <b>Ft</b>			
Smith Construction, Inc	672.0000	\$15.00	\$10,080.00
Bacco Construction Company	672.0000	\$12.95	\$8,702.40
Oberstar, Inc.	672.0000	\$13.00	\$8,736.00
<b>8120022</b> <b>Barricade, Type III, High Intensity, Lighted, Furn</b> <b>Ea</b>			
Smith Construction, Inc	20.0000	\$75.00	\$1,500.00
Bacco Construction Company	20.0000	\$85.00	\$1,700.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>8120022</b> <b>Barricade, Type III, High Intensity, Lighted, Furn</b> <b>Ea</b>			
Oberstar, Inc.	20.0000	\$85.00	\$1,700.00
<b>8120023</b> <b>Barricade, Type III, High Intensity, Lighted, Oper</b> <b>Ea</b>			
Smith Construction, Inc	20.0000	\$10.00	\$200.00
Bacco Construction Company	20.0000	\$10.00	\$200.00
Oberstar, Inc.	20.0000	\$10.00	\$200.00
<b>8120100</b> <b>Dust Palliative, Applied</b> <b>Ton</b>			
Smith Construction, Inc	0.5000	\$500.00	\$250.00
Bacco Construction Company	0.5000	\$5,400.00	\$2,700.00
Oberstar, Inc.	0.5000	\$2,000.00	\$1,000.00
<b>8120170</b> <b>Minor Traf Devices</b> <b>LSUM</b>			
Smith Construction, Inc	1.0000	\$5,000.00	\$5,000.00
Bacco Construction Company	1.0000	\$96,354.00	\$96,354.00
Oberstar, Inc.	1.0000	\$12,000.00	\$12,000.00
<b>8120250</b> <b>Plastic Drum, High Intensity, Furn</b> <b>Ea</b>			
Smith Construction, Inc	20.0000	\$20.00	\$400.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>8120250</b> <b>Plastic Drum, High Intensity, Furn</b> <b>Ea</b>			
Bacco Construction Company	20.0000	\$18.00	\$360.00
Oberstar, Inc.	20.0000	\$18.00	\$360.00
<b>8120251</b> <b>Plastic Drum, High Intensity, Oper</b> <b>Ea</b>			
Smith Construction, Inc	20.0000	\$10.00	\$200.00
Bacco Construction Company	20.0000	\$1.00	\$20.00
Oberstar, Inc.	20.0000	\$1.00	\$20.00
<b>8120350</b> <b>Sign, Type B, Temp, Prismatic, Furn</b> <b>Sft</b>			
Smith Construction, Inc	154.0000	\$5.00	\$770.00
Bacco Construction Company	154.0000	\$3.00	\$462.00
Oberstar, Inc.	154.0000	\$3.00	\$462.00
<b>8120351</b> <b>Sign, Type B, Temp, Prismatic, Oper</b> <b>Sft</b>			
Smith Construction, Inc	154.0000	\$1.00	\$154.00
Bacco Construction Company	154.0000	\$1.00	\$154.00
Oberstar, Inc.	154.0000	\$1.00	\$154.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>8160055</b> <b>Sodding</b> <b>Syd</b>			
Smith Construction, Inc	1,028.0000	\$12.00	\$12,336.00
Bacco Construction Company	1,028.0000	\$13.30	\$13,672.40
Oberstar, Inc.	1,028.0000	\$16.00	\$16,448.00
<b>8160062</b> <b>Topsoil Surface, Furn, 4 inch</b> <b>Syd</b>			
Smith Construction, Inc	1,028.0000	\$13.00	\$13,364.00
Bacco Construction Company	1,028.0000	\$12.30	\$12,644.40
Oberstar, Inc.	1,028.0000	\$12.00	\$12,336.00
<b>8210001</b> <b>Monument Box modified</b> <b>Ea</b>			
Smith Construction, Inc	11.0000	\$250.00	\$2,750.00
Bacco Construction Company	11.0000	\$209.00	\$2,299.00
Oberstar, Inc.	11.0000	\$450.00	\$4,950.00
<b>8230431</b> <b>Gate Box, Adj, Case 1 modified</b> <b>Ea</b>			
Smith Construction, Inc	18.0000	\$500.00	\$9,000.00
Bacco Construction Company	18.0000	\$518.00	\$9,324.00

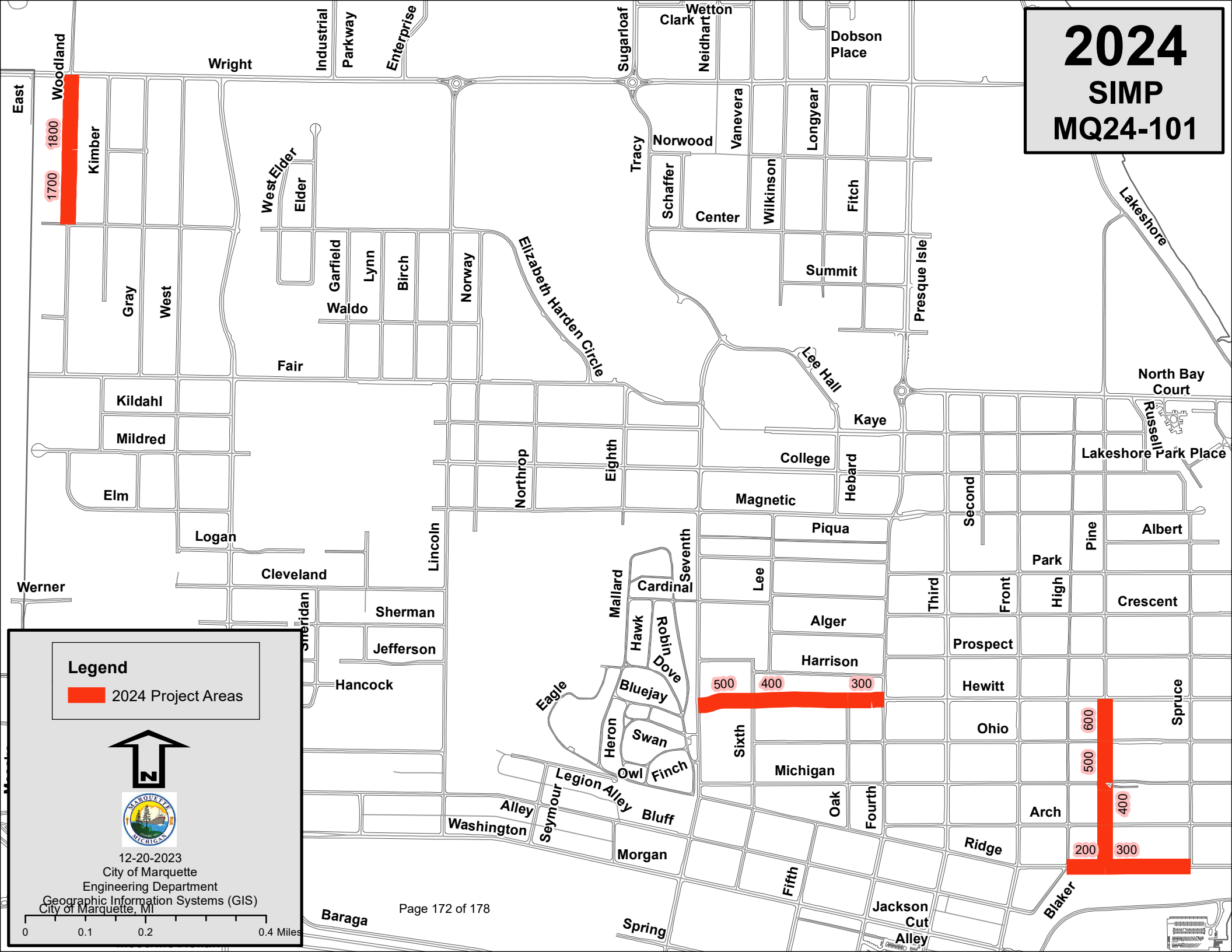
Schedule of Items

Bidder	Quantity	Unit Price	Extension
<b>8230431</b> <b>Gate Box, Adj, Case 1 modified</b> <b>Ea</b>			
Oberstar, Inc.	18.0000	\$450.00	\$8,100.00
<b>8257050</b> <b>_ Cleanout and reverse cleanout</b> <b>Ea</b>			
Smith Construction, Inc	7.0000	\$500.00	\$3,500.00
Bacco Construction Company	7.0000	\$887.00	\$6,209.00
Oberstar, Inc.	7.0000	\$600.00	\$4,200.00
<b>8257050</b> <b>_ Sanitary Sewer Cleanout, 4 (cleanout &amp; revers...</b> <b>Ea</b>			
Smith Construction, Inc	13.0000	\$1,900.00	\$24,700.00
Bacco Construction Company	13.0000	\$1,250.00	\$16,250.00
Oberstar, Inc.	13.0000	\$3,800.00	\$49,400.00
<b>8257050</b> <b>_ Sanitary Sewer Cleanout, 4 (Full replacement ...</b> <b>Ea</b>			
Smith Construction, Inc	3.0000	\$500.00	\$1,500.00
Bacco Construction Company	3.0000	\$887.00	\$2,661.00
Oberstar, Inc.	3.0000	\$1,200.00	\$3,600.00
<b>8507050</b> <b>_ Service Tap, 3/4 Inch</b> <b>Ea</b>			
Smith Construction, Inc	11.0000	\$200.00	\$2,200.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8507050 _ Service Tap, 3/4 Inch Ea			
Bacco Construction Company	11.0000	\$671.00	\$7,381.00
Oberstar, Inc.	11.0000	\$800.00	\$8,800.00
Item totals for Schedule of Items (63 Items)			Total
Smith Construction, Inc			Totals: \$1,171,306.56
Bacco Construction Company			Totals: \$1,311,861.00
Oberstar, Inc.			Totals: \$1,441,335.00

# 2024 SIMP MQ24-101



## Legend

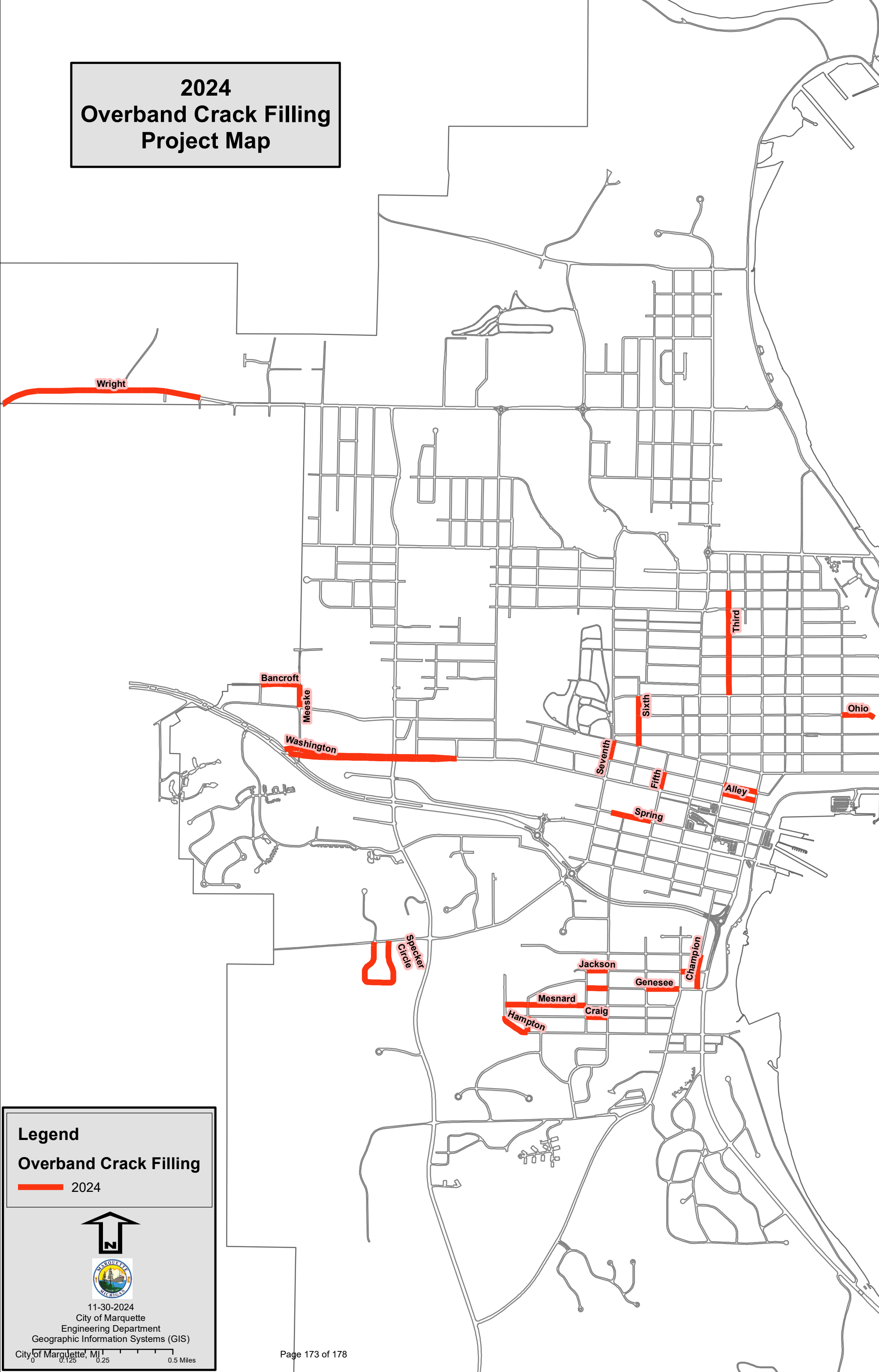
 2024 Project Areas



12-20-2023  
City of Marquette  
Engineering Department  
Geographic Information Systems (GIS)  
City of Marquette, MI

0 0.1 0.2 0.4 Miles

2024  
Overband Crack Filling  
Project Map



Legend  
Overband Crack Filling

2024



11-30-2024

City of Marquette

Engineering Department

Geographic Information Systems (GIS)

City of Marquette, MI

# THE CITY OF MARQUETTE

## RECONSTRUCTION PROJECT FOR CRESCENT AND FRONT STREET SANITARY

MQ25-304

### STANDARDS:

EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED THEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2012 VERSION, AND THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

### DESIGN STANDARD

THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH THE AASHTO; A POLICY ON GEOMETRIC DESIGN OF ROADS AND STREETS, 2011.

### MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD PLANS

WHERE THE FOLLOWING ITEMS ARE CALLED OUT ON THE PLANS, THEY ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD PLAN GIVEN BELOW OPPOSITE EACH ITEM UNLESS OTHERWISE INDICATED.

- R-1-G DRAINAGE STRUCTURES
- R-7-F COVER B
- R-8-D COVER C
- \* R-15-G COVER K
- R-18-F COVER Q
- \* R-28-J SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
- R-29-I DRIVEWAY OPENINGS & APPROACHES, AND CONC. SIDEWALKS
- R-30-G CONCRETE CURB AND CONCRETE CURB & GUTTER
- R-83-C UTILITY TRENCHES
- R-96-E SOIL EROSION & SEDIMENTATION CONTROL MEASURES
- R-105-D GRADING CROSS-SECTIONS

### TRAFFIC AND SAFETY STANDARD PLANS

- \* WZD-100-A GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS
- \* WZD-125-E TEMPORARY TRAFFIC CONTROL DEVICES
- O-MT-ALL-NONFWY FULL SET OF NON-FREEWAY MAINTAIN. TRAFFIC TYP.
- \* SPECIAL DETAIL

### UTILITIES

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, THE CONTRACTOR SHALL CALL MISS DIG AT 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED.

THE FOLLOWING UTILITIES ARE LOCATED IN OR NEAR THE RIGHT-OF-WAY FOR THIS PROJECT:

SANITARY SEWER MAIN AND LATERALS  
WATERMAIN AND WATER SERVICES  
STORM SEWER MAIN  
GAS MAIN AND SERVICES  
UNDERGROUND TELEPHONE, ELECTRICAL, CABLE TV  
OVERHEAD TELEPHONE, ELECTRICAL, CABLE TV, AND FIBER OPTICS

### LEGEND

EXISTING STORM SEWER	PROPOSED SANITARY SEWER
EXISTING SANITARY SEWER	PROPOSED WATER MAIN
EXISTING WATER MAIN	PROPOSED STORM SEWER
GAS GAS GAS EXISTING GAS MAIN/SERVICE	RIGHT OF WAY
EXISTING TELECOMMUNICATION CABLE	PROPERTY LINE, APPROXIMATE
EXISTING ELECTRIC CABLE	EXISTING CABLE TV CABLE
EXISTING LIGHT POLE	PROPOSED CATCH BASIN
EXISTING SANITARY/STORM SEWER MANHOLE	PROPOSED MANHOLE
EXISTING POWER POLE	PROPOSED WATER VALVE
GUY ANCHOR	PROPOSED FIRE HYDRANT
EXISTING CATCH BASIN	PROPOSED 6" SIDEWALK
EXISTING TRAFFIC SIGN	PROPOSED 4" SIDEWALK
EXISTING WATER VALVE	PROPOSED ADA RAMP (6")
EXISTING FIRE HYDRANT	PROPOSED 4" STAMPED CONCRETE
SOIL BORING LOCATION AND NUMBER	PROPOSED DETECTABLE SURFACE
EXISTING WATER SHUT OFF	HMA, 13A OR LVSP
EXISTING CLEAN OUT	

### LOCATION MAP



### PUBLIC UTILITIES

MARQUETTE BOARD OF LIGHT AND POWER  
2200 WRIGHT STREET  
MARQUETTE, MICHIGAN 49855  
PH. (906) 228-0300

SPECTRUM MID-AMERICA, LLC  
359 US-41 EAST  
MEGAUNEE, MICHIGAN 49866  
PH. (906) 228-2900

MARQUETTE WATER AND SEWER DEPARTMENT  
1100 WRIGHT STREET  
MARQUETTE, MICHIGAN 49855  
PH. (906) 228-0444

AT&T  
3255 US-41 WEST  
MARQUETTE, MICHIGAN 49855  
PH. (906) 221-2121

SEMCO ENERGY  
34 US-41 EAST  
MEGAUNEE, MICHIGAN 49866  
PH. (906) 475-9901

PENINSULA FIBER NETWORK  
1901 WEST RIDGE STREET #2  
MARQUETTE, MICHIGAN 49855  
PH. (906) 226-7102

### INDEX OF SHEETS

- 1 COVER SHEET
- 2 TYPICAL CROSS SECTIONS
- 3-5 PLAN AND PROFILE SHEETS
- 6 SESC PLAN AND INTERSECTION DETAIL
- 7 TRAFFIC CONTROL
- 8 UTILITY SCHEMATIC
- 9 STANDARD SANITARY DETAILS

CONTRACT FOR:  
CRESCENT AND FRONT STREET SANITARY

MUNICIPAL APPROVAL:

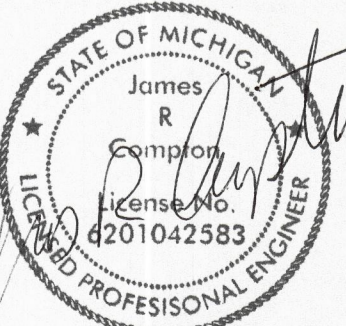
*Karen Kovacs* 1/11/2024  
KAREN KOVACS, CITY MANAGER DATE

PREPARED UNDER THE SUPERVISION OF:

*James R. Compton* 1/10/24  
JAMES R. COMPTON P.E. PROJECT ENGINEER DATE  
P.E. NO. 6201042583



CITY OF MARQUETTE  
CITY ENGINEER'S OFFICE  
1100 WRIGHT STREET  
MARQUETTE, MICHIGAN 49855  
PH. (906) 228-0440



## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 3/11/2024

### **Consent Agenda** **Superior Watershed Partnership Funding**

#### **BACKGROUND:**

The City of Marquette budgets \$30,000 per year for the Superior Watershed Partnership (SWP) to assist the city with stormwater improvement projects and pursue grant funding that improve water quality, reduce stormwater impacts to public beaches, and increase the resiliency of the Lake Superior shoreline. In addition, these important projects reduce costs related to infrastructure maintenance and damage and provide numerous benefits to the city. With the SWP's assistance, the city has recently received over \$4.4 million dollars to improve stormwater runoff, lakeshore restoration and improvements to the Presque Isle harbor.

#### **FISCAL EFFECT:**

The stormwater fund has sufficient funds in the FY 2024 budget.

#### **RECOMMENDATION:**

Approve the expenditure of up to \$30,000 to Superior Watershed Partnership to assist the City with stormwater improvement projects and funding.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▣ SWP Annual Services



# SUPERIOR WATERSHED PARTNERSHIP

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LAKE SUPERIOR • LAKE MICHIGAN • LAKE HURON

---

9 Peter White Drive • Presque Isle Park • Marquette, Michigan 49855  
Phone: (906) 228-6095 • Fax: (906) 228-6863 • [www.superiorwatersheds.org](http://www.superiorwatersheds.org)

February 16, 2024

Mr. Mark O'Neill, Director of Municipal Utilities  
City of Marquette  
1930 US Highway 41  
Marquette, Michigan 49855

Mark,

The Superior Watershed Partnership (SWP) is pleased to provide this request for funding to assist the City of Marquette with projects that improve water quality, reduce stormwater impacts to public beaches, and increase the resiliency of the Lake Superior shoreline. In addition, these important projects reduce costs related to infrastructure maintenance and damage and provide numerous benefits to the public and the economy of Marquette.

The SWP thanks the City of Marquette for past support! This support allows SWP staff to continue work with City Departments to pursue funding for approved projects; assist with project planning, implementation, and reporting; perform on-the-ground restoration work using the Great Lakes Climate Corps (GLCC) and Great Lakes Tribal Conservation Corp (GLTCC); and provide opportunities for the public to get involved through the SWP Lake Superior Volunteer Corps. Recent grants obtained and services provided by the SWP include, but are not limited to:

- The SWP recently received a \$323,000 grant from the National Fish and Wildlife Foundation to install green infrastructure that incorporates native plant species to improve stormwater runoff at sites along the ten miles of Lake Superior shoreline.
- The SWP administers the \$2.5 million NFWF grant for the Lakeshore restoration project and wrote the successful grant proposal for the \$1.6 million U.S. Maritime Administration grant to improve the port facilities at the Presque Isle Harbor and the LS&I Railroad Ore Dock.
- The SWP assists with stormwater/water quality improvements including stormwater infrastructure improvements, community rain garden installations, tree plantings, and marine debris removal.
- The SWP GLCC and GLTCC programs provide conservation jobs for up to 40 young adults each year.
- The SWP continues to provide opportunities to engage residents and tourists in meaningful restoration work.

SWP Annual Budget Request: \$30,000 (SWP Technical Staff \$10,000, GLCC/GLTCC \$10,000, Materials/Supplies: \$10,000). Thank you for your consideration of our funding request.

Sincerely,

Carl Lindquist, Executive Director

## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 3/11/2024

### **New Business**

#### **Purchase Agreement Extension - 600 W. Spring Street**

##### **BACKGROUND:**

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

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

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

Following approval of the sale, Habitat started their due diligence in seeking the appropriate zoning approvals for their intended development. Due to the complexity of their proposal, they have requested a 60-day extension to the purchase agreement. Staff supports this extension.

##### **FISCAL EFFECT:**

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

##### **RECOMMENDATION:**

Approve the Addendum to the Purchase Agreement with Habitat for Humanity, and authorize the Mayor and Clerk to sign.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Addendum to Purchase Agreement

## ADDENDUM TO PURCHASE AGREEMENT

Addendum to Purchase Agreement dated March \_\_, 2024 by and between the **City of Marquette, a Michigan municipal corporation (the "City")** and **Marquette County Habitat for Humanity, a Michigan nonprofit corporation (the "Purchaser")**, collectively referred to as the "Parties".

### BACKGROUND

1. The parties previously entered into a Purchase Agreement dated November 29, 2023 (the "Purchase Agreement").
2. The Purchase Agreement provided that closing would occur within 120 days after the date of the agreement.
3. The parties now wish to extend the timeframe for closing as specifically outlined in this Addendum.

Accordingly, in consideration of the mutual promises stated in the Agreement, the parties agree as follows:

1. **Closing.** The parties agree to extend the closing date to one hundred eighty (180) days from the original date of November 29, 2023.
2. **Effect of Change.** Except as specifically provided in this Addendum, the Purchase Agreement shall remain unchanged in all other respects.

To evidence the parties' agreement to the Addendum, each party has executed and delivered it on the date indicated under that party's signature.

### **SELLER**

City of Marquette

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Sally Davis  
Its: Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Kyle Whitney  
Its: Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen M. Kovacs, City Manager

\_\_\_\_\_  
Suzanne C. Larsen, City Attorney

### **PURCHASER**

Marquette County Habitat for Humanity

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Megan Hornbogen  
Its: President

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Deanna Johnson  
Its: Executive Director