



## **City of Marquette, MI**

300 West Baraga Ave  
Marquette, Michigan 49855

### **Meeting Agenda City Commission**

**Monday, February 8, 2021**

**6:00 PM**

**Commission Chambers**

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

#### **Approval of the Agenda**

#### **Announcements**

#### **Boards and Committees**

##### **1. Appointments**

Steven Schmunk, Peter White Public Library Board of Trustees, for an unexpired term ending 05-01-23

Cesar Escobar, Presque Isle Park Advisory Committee, for an unexpired term ending 04-01-23

Robert Caron, Downtown Development Authority, for a term expiring 01-01-24

##### **2. Reappointments**

Aaron Andres, Planning Commission, for a term expiring 02-15-24

Michael Larson, Planning Commission, for a term expiring 02-15-24

Ellen Weingarten, Parks and Recreation Advisory Board, for a term expiring 01-29-24

Alex Tiseo, Parks and Recreation Advisory Board, for a term expiring 01-29-24

James Susorney Parks and Recreation Advisory Board, for a term expiring 01-29-24

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

#### **Presentation(s)**

##### **3. Marquette Housing Commission, by Jackie Stark**

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

##### **4. Rezoning of Five Improperly Zoned Properties - Roll Call Vote**

##### **5. Consent Agenda**

**5.a.** Approve the minutes of the January 25, 2021 regular Commission meeting.

**5.b.** Approve the total bills payable in the amount of \$1,385,625.96

**5.c.** Novatime Software Solution

**5.d.** UPSET Lease Agreement

### **Unfinished Business**

6. RFP 21-01: City Manager Search Consultant Award
7. Michigan Coastal Management Grant Agreement

### **New Business**

8. Firefighters' Labor Agreement
9. Fire Department Wage Correction

**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**

*This meeting will be live on Marquette Charter Cable Channel 191 and will be broadcast (subject to temporary programming) as follows: Tuesday at 11a.m. and 6p.m.; Wednesday at noon and 8 p.m.; Thursday at 4 a.m. and 1 p.m.; Friday at 6 p.m.; Saturday at noon; and Sunday at 8 a.m. and 4 p.m.*

*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: 2/8/2021**

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

#### **Rezoning of Five Improperly Zoned Properties - Roll Call Vote**

#### **BACKGROUND:**

Under the procedures of section 54.1405 of the Land Development Code (LDC), the Planning Commission held a public hearing on November 17, 2020 for the consideration of the rezoning of five properties located near the Northern Michigan University (NMU) campus, as presented by staff as part of the recent updates to the LDC.

The properties were rezoned improperly as Civic zoning districts, like other NMU properties, via amendments to the Official Zoning Map when the Land Development Code was initially adopted in February of 2019. The five properties are 908 Center Street, 1700 Tracy Avenue, 1705 Schaffer Avenue, 1706 Schaffer Avenue, and 1829 Van Evera Avenue. Following the public hearing, the Planning Commission recommended approval of the request to revise the zoning to Medium Density Residential, which correlates to the prior assigned zoning for the five properties:

*It was moved by S. Mittlefehldt, and seconded by M. Larson, and carried 5-0 that after conducting a public hearing and review of the application and Staff Report for 02-REZ-11-20, the Planning Commission finds that the proposed rezoning is justified but not consistent with the Community Master Plan due to an error in the Community Master Plan that led to the error in the rezoning during the process of a blanket rezoning of multiple properties when the Land Development Code was adopted in February of 2019, and that the proposed rezoning otherwise meets the requirements of the Land Development Code Section 54.1405, and hereby recommends that the City Commission approve 02-REZ-11-20 as presented.*

The Official Zoning Map will be revised to reflect approval of this request if it is approved.

Tonight's Public Hearing was scheduled during the Commission's regular meeting of January 11, 2021.

#### **FISCAL EFFECT:**

None.

#### **RECOMMENDATION:**

Following the Public Hearing, approve the rezoning of the five properties as recommended by the Planning Commission.

#### **ALTERNATIVES:**

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Planning Commission Meeting Minutes for 11-17-20
- ▣ Rezoning PC Case File\_Nov. 17, 2020



**OFFICIAL PROCEEDINGS OF THE  
MARQUETTE CITY PLANNING COMMISSION  
November 17, 2020**

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00 p.m. on Tuesday, November 17th, 2020 by remote means (due to the COVID-19 pandemic).

**ROLL CALL**

Present: W. Premeau, M. Dunn, S. Mittlefehldt, Vice-Chair M. Larson, Chair J. Cardillo

Absent: J. Koehs, A. Andres, E. Brooks, A. Ruiz

**AGENDA**

*It was moved by M. Larson, seconded by M. dunn, and carried 5-0 to approve the agenda with the change to add a work session item - 7.A - as requested by the City Planner.*

**MINUTES**

*The minutes of 11/10/2020 were not yet available for review.*

**CONFLICT OF INTEREST**

No certain or potential conflicts of interest were expressed.

**PUBLIC HEARING**

**A. 02-ZOA-11-20 - Land Development Code Amendments**

City Planner and Zoning Administrator D. Stensaas stated that the Planning Commission has discussed the attached draft amendments to the Land Development Code, and he quickly reviewed the contents from the beginning to the end. He stated that in Article 6 there is one change in the section on Accessory Dwelling Units (ADUs) that was modified since the last work session, and that he had informed the Planning Commission of this recommendation from himself and the City Attorney for the recording of a covenant regarding occupancy requirements prior to the issuance of a Zoning Compliance Permit.

S. Mittlefehldt stated that she knows that it has been discussed quite a bit, but she is wondering if there has to be a permit for rooftop solar units when there is no permit required for installation of shingles or a metal roof. A. Landers stated that with these changes to the Code there would be no permit required for shingles that integrate solar technology, but if the panels are attached they would have to be permitted as accessory structures. D. Stensaas stated that we do have to verify if the units meet the setback and height requirements since they are attached to the roof. He also stated that in communities that have a building codes office in the same agency as the zoning office they may elect to have only one fee for both offices to review the permit, but that isn't the case in Marquette and if they review a permit they are required to charge a fee to cover the cost of the average effort for review of the permit, or an estimate of that effort.

J. Cardillo stated that the cost of the permit isn't in the Code and so we would need to address this separately as a recommendation to the City Commission. A. Landers stated that that is something you could address in the annual report with the City Commission. S. Mittlefehldt stated that we have talked about this and I think we should make the recommendation in the annual report to the City Commission.

J. Cardillo stated that if we are done with the presentation and if there is nobody to speak on this, she is comfortable with moving forward with these amendments and would welcome a motion on the amendments unless there are any other comments or questions.

M. Dunn stated that in relation to the solar issue at some point, in another round of revisions to the LDC, he would like to see if we could get a comprehensive plan together to make it as easy as we can for solar and any sort of efficiency and environmental conservation measures and see if we are doing everything we can to promote that, that would be on my wish list as well.

J. Cardillo stated that we could add that as well to our presentation to the City Commission, and if anyone hears about community grants that would apply to codes that we could bring to the city, it would be great to

have a professional consultant that specializes in that, and she thinks that would be a great way to fine-tune our code to make it more accessible for those kind of things.

*It was moved by S. Mittlefehldt seconded by M. Dunn, and carried 5-0 that after review of the draft Land Development Code (LDC) amendments presented as case 02-ZOA-01-2020, and after conducting a public hearing and careful consideration of the contents of the draft LDC amendments, the Planning Commission finds that the draft LDC amendments are consistent with the recommendations, goals, and policy objectives of the Community Master Plan, comply with section 54.1405 of the Land Development Code and therefore are justified, appropriate and should be approved by the City Commission.*

**B. 02-REZ-11-20 – 908 Center St. (PIN: 0461120), 1700 Tracy Ave. (PIN: 0461130), 1705 Schaffer Ave. (PIN: 0461090), 1706 Schaffer Ave. (PIN: 0461330), 1829 Van Evera Ave. (PIN:0460240)**

Zoning Official A. Landers stated that Planning Commission is being asked to evaluate attached information regarding the zoning district assignment of the five subject properties, both before and after the adoption of the Land Development Code (LDC) in early 2019, and make a recommendation to the City Commission regarding rezoning the properties. She stated that all five of the properties have been used for single-family dwelling units and were formerly zoned as such, and this rezoning is a correction to re-establish the appropriate zoning for the properties. She stated that these properties are privately owned and were formerly zoned General Residential (RG), and that they were mistakenly rezoned to the new Civic (C) district category in February of 2019 along with many properties owned by Northern Michigan University (NMU). She also stated that the mistake came about because these properties were mistakenly identified as NMU properties during the Community Master Plan (CMP) in update process, ending in 2015, of identifying properties within the recommended Civic zoning district, on the Future Land Use Map and the Proposed Zoning Map. She also stated that somehow these five properties were not identified as privately owned when the LDC rezoning process was being conducted, and as the five properties were RG prior to the LDC and are still being used as single-family residences with no change in that use foreseen they should be rezoned to Medium Density Residential (MDR) – the new analogue to the defunct RG zoning district. She also stated that the CMP will also need to be updated to correct this oversight, but that process is not critical to be done now even though there is an inconsistency between the CMP and the LDC for the zoning of these properties.

She also stated that the recommended action for 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 with conditions of the above property is appropriate and meets Section 54.1405 Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

M. Dunn stated that he doubts this would be the case but is wondering if there are going to be any non-conformities that we would be agreeing to by approving this, and are any of the properties non-conforming now with the standards for the MDR zoning. A. Landers stated that by making them Civic zoning we have made them non-conforming and by rezoning back to residential they would be brought back into conformance. M. Dunn stated that he is just wondering about setbacks and the like and if any of the lots would be out of conformance in the MDR. A. Landers stated that if they are they probably would have been out of conformance with the former General Residential standards because the MDR standards are not as strict for some of the setbacks. D. Stensaas stated that this issue came to attention because of a permit submitted for one of the properties and the only way we could allow the request is for me to create an administrative interpretation, in agreement with the Planning Director, that the current zoning was applied in error and that residential standards of the MDR district should be applied until the issue could be resolved via a correction to the Zoning Map. He also stated that legally this is a bad situation because

S. Mittlefehldt stated that she was wondering if anyone wanted to speak on this, or could she make a motion.

W. Premeau stated that if anyone is wondering why those homes are scattered in there with the other NMU properties, he stated it is because in the 1950s NMU used eminent domain to take homes from people in the area in order to build dorms, and those homes belonged to the people that put up a fight and kept their

homes.

S. Mittlefehldt stated that they can't do anything about that, but they can try to make the recent mistake right.

*It was moved by S. Mittlefehldt, and seconded by M. Larson, and carried 5-0 that after conducting a public hearing and review of the application and Staff Report for 02-REZ-11-20, the Planning Commission finds that the proposed rezoning is justified but not consistent with the Community Master Plan due to an error in the Community Master Plan that led to the error in the rezoning during the process of a blanket rezoning of multiple properties when the Land Development Code was adopted in February of 2019, and that the proposed rezoning otherwise meets the requirements of the Land Development Code Section 54.1405, and hereby recommends that the City Commission approve 02-REZ-11-20 as presented.*

## **NEW BUSINESS**

### **2021 Street Reconstruction Projects**

City Planner and Zoning Administrator D. Stensaas stated that City Engineer Mikel "Mik" Kilpela and his staff have prepared proposed street cross-sections and associated utility replacements for the street reconstruction projects that will be constructed in 2021. He stated that the adjacent property owners have all been sent details about the proposals. He stated that these projects have been subject to a comprehensive analysis process that evaluates several characteristics of the street, including the surface condition of the pavement – via the Pavement Surface Evaluation and Rating System (PASER) – as well as the type, age, and condition of utilities and their likelihood of failure, and that the projects are prioritized as a function of the City of Marquette's Capital Improvements Plan (CIP), which includes a 6-year program for implementation of civil infrastructure projects that is implemented annually and updated regularly. He showed a pie-chart illustrating the categories of projects that are included in the CIP. He also stated that via the City's annual budget process, the City Manager projects an amount of funds that will be available for CIP projects, and from that the City Engineer selects the highest priority street reconstruction projects from the CIP that will fit into the projected budget. He also showed a spreadsheet for the street reconstruction, maintenance, and sidewalk projects selected for this year and their associated costs, and stated that the entire process is outlined in the City Charter.

#### **4. A. 05-STR-11-20: Washington St. Street Reconstruction Project (Front St. to Third St.)**

D. Stensaas stated that he would not belabor the points made in the attached memo since the board knows the planning analysis is provided there. He also showed the other materials for the case – the fact sheet prepared by the Engineering Department, the location and utility map, the existing and proposed street cross sections, and the property owner notification. He also stated that there is no correspondence for the case and that would like to turn it over to Mr. Kilpela.

City Engineer Mikel Kilpela stated that is a streetscape project for Washington St. between Front St. and Third St. He reviewed the information in the fact sheet related to the need for the project, and explained in greater detail some of the design features described in the fact sheet and shown on the street cross sections. He also stated that this project started out as a project by the DDA to replace the brick pavers in that were failing and replace them with stamped concrete, and in the process we discovered that much of the sidewalk is not ADA compliant, as well as the grade on the brick pavers. The proposal is to raise the level of the roadway to allow for the sidewalks and the stamped concrete boulevard to be ADA compliant, as well as to keep the asphalt width the same, but change the 2 ft.-wide curbing to a 1.5 ft curbing, which would change the back-of-curb to back-of-curb width by 1 foot, but the asphalt width would remain the same. He stated that we are planning to do some minor utility work, with replacement of some storm drains, but that this is mainly a streetscape project that will replace some sidewalk, install the stamped concrete and new curbing, and adding some asphalt to raise the road, and along with proposing to replace some street trees and they will probably add additional street trees, and the DDA is planning to add some parking kiosks to replace the meter system. He showed pictures to illustrate the issue with the excessive grade of

the sidewalk and pavers. He also stated that the plan will keep the bump out at the intersection of Front St. He stated that just informationally, they will try to begin the project as early as possible, by late May, and hopefully it will be finished by mid-June

M. Dunn stated that he is wondering for his own information, is it typical to do these projects one block at a time. He stated that it probably doesn't matter as much in residential neighborhoods but that downtown it seems when you go to the trouble to block traffic and you are trying to get a cohesive look from block to block that it would make sense to do them in bigger chunks and he is wondering why so many of these projects seem to be just one block.

M. Kilpela stated that it is nice to do projects in a larger scope, but with this particular project this is what the DDA had funding for, to replace the brick pavers on this specific block, and that on the block to the west of this one and on Front St. the pavers have already been replaced with stamped concrete, so this is just filling in the gaps.

J. Cardillo stated that she has a couple of questions, and that she is curious about why they wanted to do this now, that the PASER rating isn't so bad, but she understands wanting to make the sidewalk more ADA compliant. She stated that she is wondering about the communications with the DDA, as she knows that the businesses there are dependent on that sidewalk space and she is wondering if the businesses are okay with losing that space in the spring and if the Engineer has been in contact with the DDA about this.

M. Kilpela stated that yes, he has been in contact with the DDA, even this week. He also stated that the DDA is fully aware and in support of the project. He stated that the asphalt isn't in bad shape, that they are mainly working on the sidewalk and replacing the pavers with stamped concrete in the terrace, and the only reason they are doing anything with the curbing and the roadway is to raise the road enough that they can make that sidewalk and terrace area ADA compliant.

J. Cardillo stated that her other question is with the infrastructure. She stated the Planning Commission is recommending a greater maximum building height downtown and though we don't expect that once that is adopted everyone will be rushing to build 74-foot buildings, but since they are looking at allowing more density downtown she is wondering if the existing infrastructure is capable of handling that and she wants to make sure that as they are considering the engineering aspects of the public infrastructure and discuss the possibility of increasing any of the infrastructure as we do these projects.

M. Kilpela stated that the infrastructure is fairly recent, that they have a 12-inch ductile iron water main that runs through there and the sanitary main is sufficiently sized, so in my opinion those could handle many more customers without any issues. J. Cardillo stated that if there are a couple of significantly larger buildings built in the next 15-20 years that infrastructure will be adequate. M. Kilpela stated yes and as far as the water main goes, domestic users only used a fraction of what the system is sized for – which is for fire flows – and so that domestic use isn't going to present issues.

W. Premeau stated the problem now is that the sidewalks drop off quickly and if you are walking around people on the sidewalks it is difficult at best, and this should be a big improvement to the walkability on that block.

M. Larson asked if this would be a good time to bring in the person that was in the waiting room.

D. Stensaas stated that nobody is in the waiting room anymore. M. Larson stated that he would make a motion in that case.

*It was moved by M. Larson, and seconded by M. Dunn, and carried 5-0 that after review of the proposed cross-sections and associated background information for 05-STR-11-20 - the Washington St. Street Reconstruction Project - the Planning Commission finds that the proposed project meets the intent of the Community Master Plan, and hereby approves the street reconstruction design as presented.*

#### **4. B. 06-STR-11-20: Newberry St. Street Reconstruction Project (Division St. to east end)**

D. Stensaas discussed the memo for the case and showed the other materials for the case – the fact sheet prepared by the Engineering Department, the location and utility map, the existing and proposed street cross sections, and the property owner notification. He also stated that there is no correspondence for the case.

M. Kilpela stated that this is a very small project and he explained the proposal as detailed in the fact sheet, and he showed the existing and proposed street cross sections. He stated that there are no sidewalks and no curbing on the block and it allows parking on both sides and that the primary factor driving this project is that all of the homes are served by a 1 ½ inch water line. He also stated that the proposal will replace the street structure and add curbing and smooth out the shape of the cul-de-sac and the sanitary sewer and the services will be replaced and they will run a new water main to the end and put a hydrant at the end. He stated that the proposal is for a yield street with parking on both sides and because it is a low-volume dead-end street they are including the gutter pan in the parking area calculation and he said they will get rid of the sharp corner at the dead end and smoothen it out. He stated there is no storm sewer and that storm water sheet flows over the hill to the south and runs down to Division Street.

J. Cardillo stated that there is no public waiting to speak on this.

M. Dunn stated that he understands why there wouldn't be sidewalks here, and he is wondering if there is a threshold, like a certain street density, for adding sidewalks to a project and how is that decided.

D. Stensaas stated that there is no specific threshold, but if there is funding available sidewalks would typically be designed and installed if that is a possibility with funding, but that year to year I think it sometimes requires considering the total funding available and weighing the overall benefits for each project that might need sidewalks.

M. Kilpela stated that if there is a gap to fill that would be a good reason to add sidewalks, but that on this project, being a dead end and low volume street, it wasn't considered.

D. Stensaas stated that also he has had experience in his job prior to coming to work here and in this job with working in a lot of different neighborhoods to retrofit sidewalks into subdivisions where they weren't installed with the street and in some neighborhoods, including in Shiras Hills here in Marquette, we have seen sidewalks that were designed into a project be opposed by the adjacent property owners. He stated that it's a goal of the Community Master Plan is to always add sidewalks if it's possible and they will always try to do that.

J. Cardillo stated that she has also seen that in some of their projects here.

*It was moved by S. Mittlefehldt, seconded by M. Dunn, and carried 5-0 that after review of the proposed cross-sections and associated background information for 06-STR-11-20 - the Newberry St. Street Reconstruction Project - the Planning Commission finds that the proposed project meets the intent of the Community Master Plan, and hereby approves the street reconstruction design as presented.*

#### **4. C. 07-STR-11-20: Shiras Dr. Street Reconstruction Project**

D. Stensaas also read the memo for the case and discussed the Master Plan compatibility section in detail. He also showed the other materials for the case – the fact sheet prepared by the Engineering Department, the location and utility map, the existing and proposed street cross sections, and the property owner notification. He also stated that there is no correspondence for the case.

City Engineer Mikel Kilpela reviewed the information in the fact sheet related to the need for the project, and explained in greater detail some of the design features described in the fact sheet and shown on the street cross sections. He also stated that there is parking allowed on both sides of the street and there is no water main, no sanitary sewer or storm sewer, and the road is in very rough shape. He also stated that there is no sanitary sewer but all the homes are served off side streets, and there is no storm sewer to tie

into. The proposal is to reconstruct the street with a 28-foot wide cross section from back-of-curb to back-of-curb, and parking is proposed to be on only one side of the street and not both because this is a main entrance to Shiras Hills and there are mailboxes on the east side of the road. He also stated that the plan for the water main is planned, and would be connected by a directional boring under US 41 to a main on the east side, and that would significantly help fire flows that are currently lower than what they should be. He also stated they plan to replace the asphalt curbing with concrete curbing and that stormwater would be accommodated with curb cuts and shallow swales and maybe some retention for water quality purposes. He also showed diagrams of the curbing and the cross-section layout, discussing the rationale to only allow parking on one side, including more space being available for emergency vehicles.

J. Cardillo asked M. Kilpela to identify which side the parking would be on. M. Kilpela stated on the opposite side as the mailboxes, which is the north-west side.

M. Larson asked if there have been any issues with the on-street parking or are we going to cause more issues by removing the parking, and are we trying to address an issue that doesn't exist.

M. Kilpela stated that on some other streets like this that we've done recently, and some others like this in Shiras Hills, we allow parking on both sides. He stated it could cause bottlenecks, but they could leave it with parking on both sides.

J. Cardillo stated she thinks that it would be an improvement, because there are bottlenecks on narrower streets like this, and this really isn't changing the street section either way so much as changing the traffic controls.

M. Dunn stated that the parking most of the homes down below, he doesn't think that they park up on Shiras Dr. because of the street hill, so we are probably only talking about a couple of houses and can't imagine there is much parking there.

S. Mittlefehldt stated that her thoughts is there isn't the density of parking needs there as closer to town, and she wishes someone from the neighborhood could speak about the parking demand because she can't tell for sure but it doesn't seem like there would be much demand area for on-street parking.

M. Larson stated that he is okay with it but wants to make sure they think about if historically it's had parking and there haven't been issues, and if you lived there and came to rely on that then this would come as a change, but that if it becomes an issue the people could come back to the City and ask to have it put back the way it was.

J. Cardillo stated that she agrees with M. Larson.

M. Kilpela stated that he and D. Stensaas had a sidebar conversation and think that it might be best to approve the cross-section as presented and that parking would not be affected, and that the Parking and Traffic Advisory Committee may have interest in signing one side or the other.

*It was moved by M. Dunn, seconded by M. Larson, and carried 5-0 that after review of the proposed cross-sections and associated background information for 07-STR-11-20 - the Shiras St. Street Reconstruction Project - the Planning Commission finds that the proposed project meets the intent of the Community Master Plan, and hereby approves the street reconstruction with the on-street parking allowed to be continued on both sides.*

## **WORK SESSION**

### **A. Annual Report to the City Commission**

D. Stensaas stated that he just wanted to touch on the annual report that will be presented to the City Commission on December 21<sup>st</sup>, which is the same meeting at which they will be holding the public hearing for the draft LDC amendments, which is a nice coincidence. He stated that he has the presentation on the laptop downstairs that he was going to show it, but since he can't he just wants to let the members know that it's going to be a work session item at the next meeting and ask that they consider any goals for the

next year and any accomplishments since the last presentation, which was almost 18 months ago as the scheduled June presentation was postponed. He also stated to let him know of any issues that might be appropriate to include before the next meeting. He also stated that if anyone has photos that they might want to add to circulate those to him as well and that he wanted to make the presentation as heavy on graphics and light on text as possible.

J. Cardillo stated that the permit fee for rooftop solar might be one thing to include.

#### **COMMISSION AND STAFF COMMENTS**

M. Larson stated that he's wondering if Zoom meetings will continue indefinitely, is that allowed under the state directives. D. Stensaas he believes that is the case and stated that is the plan until he hears otherwise.

W. Premeau stated that regarding the permit for solar installations, don't forget that people have to get a county permit for electrical work for solar panels and there isn't for metal rooves and shingles.

D. Stensaas stated that when the internet went down earlier and he was talking to himself for a while without realizing it, he was talking about the fact that some communities have combined zoning and building departments in the same agency, like Traverse City does, and there they have worked out one fee for the zoning and building codes review. He stated that they can't do that with the Building Codes office being in a County department here. He also stated that they are required to estimate the average cost of processing the various permits and unless there is an exception made by the City Commission well ahead of budget time the staff has to use the fee that represents the average cost to process that permit.

#### **ADJOURNMENT**

The meeting was adjourned by Chair Cardillo at 7:25 p.m.

Prepared by:

*David Stensaas*

David Stensaas, City Planner and Zoning Administrator  
Planning Commission Secretary  
Imedat/smc



**CITY OF MARQUETTE  
PLANNING AND ZONING  
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## **MEMORANDUM**

**TO:** Planning Commission  
**FROM:** Andrea Landers, Zoning Official  
**DATE:** October 27, 2020  
**SUBJECT:** **02-REZ-11-20 – 908 Center St. (PIN: 0461120), 1700 Tracy Ave. (PIN: 0461130), 1705 Schaffer Ave. (PIN: 0461090), 1706 Schaffer Ave. (PIN: 0461330), 1829 Van Evera Ave. (PIN:0460240)**

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The Planning Commission is being asked to evaluate attached information regarding the zoning district assignment of the five subject properties, both before and after the adoption of the Land Development Code (LDC) in early 2019, and make a recommendation to the City Commission regarding rezoning the properties. All five of the properties have been used for single-family dwelling units and were formerly zoned as such, and this rezoning is a correction to re-establish the appropriate zoning for the properties. An explanation follows.

These properties are privately owned and were formerly zoned **General Residential (RG)**. They were mistakenly rezoned to the new **Civic (C)** district category in February of 2019 along with many properties owned by Northern Michigan University (NMU). The mistake came about because these properties were mistakenly identified as NMU properties during the Community Master Plan (CMP) update process (c. 2015) of identifying properties within the recommended Civic zoning district, on the Future Land Use Map and the Proposed Zoning Map. Somehow these five properties were not identified as privately owned when the LDC rezoning process was being conducted. As the five properties were RG prior to the LDC and are still being used as single-family residences with no change in that use foreseen they should be rezoned to **Medium Density Residential (MDR)** – the new analogue to the defunct RG zoning district. The CMP will also need to be updated to correct this oversight, but that process is not critical to be done now even though there is an inconsistency between the CMP and the LDC for the zoning of these properties.

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 with conditions of the above property is appropriate and meets Section 54.1405 Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission. It is also highly recommended that any motion approving the amended plan include the following or similar language:

*After conducting a public hearing and review of the application and Staff Report for 02-REZ-11-20, the Planning Commission finds that the proposed rezoning is justified but not consistent with the Community Master Plan due to an error in the Community Master Plan that led to the error in the rezoning during the process of a blanket rezoning of multiple properties when the Land Development Code was adopted in February of 2019, and that the proposed rezoning otherwise meets the requirements of the Land Development Code Section 54.1405, and hereby recommends that the City Commission (approve / deny) 02-REZ-11-20 (as presented / with the following conditions).*



**STAFF FILE REPORT/ANALYSIS**

Completed by Andrea M. Landers – Zoning Official

Reviewed by David Stensaas – City Planner and Zoning Administrator

**Case #:** 02-REZ-11-20**Date:** November 11, 2020

**Project/Application:** Rezoning request from Civic (C) to be zoned Medium Density Residential (MDR). These properties were mistakenly rezoned to the Civic district category in February of 2019, during the adoption of the Land Development Code and accompanying adoption of a revised Zoning Map for the City of Marquette. The mistake came about because the City created the Civic zoning category, to include all Northern Michigan University (NMU) properties, and these properties were mistakenly identified as NMU properties during that process. All five of the properties have been used for single-family dwelling units and were formerly zoned as such, this rezoning is a correction to re-establish the appropriate zoning for the properties.

**Location:** 908 Center St., 1700 Tracy Ave., 1705 Schaffer Ave., 1706 Schaffer Ave., and 1829 Van Evera Ave.

**Parcel ID:** 0461120, 0461130, 0461090, 0461330, 0460240

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

**Year Built:**

Property Address	Type of Structure	Year Built	Year(s) Remodeled
908 Center St	Single-family home	1946	1969
1700 Tracy Ave	Single-family home	1963	
1705 Schaffer Ave	Single-family home	1947	1990, 2011, and 2012
1706 Schaffer Ave	Single-family home	1948	1960
1829 Van Evera Ave	Single-family home	1940	

**Current Zoning:** Civic (C)

**Surrounding Zoning:** North: C – Civic  
 South: C – Civic  
 East: C – Civic & MDR – Medium Density Residential  
 West: C – Civic

## STAFF FILE REPORT/ANALYSIS

Page 2 of 14

**Zoning Districts and Standards:****Current Zoning****Section 54.316 C, Civic District**

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

(B) Permitted Principal Uses	(C) Special Land Uses
<ul style="list-style-type: none"> <li>• Accessory Building or Structure</li> <li>• Agriculture-Like Operation, including Forestry</li> <li>• Cemetery</li> <li>• Farmers' Markets</li> <li>• Food Production, Minor</li> <li>• Indoor Recreation</li> <li>• Office, Professional</li> <li>• Outdoor Entertainment and Community Events (Principal or Accessory Use)</li> <li>• Outdoor Recreation</li> <li>• Public or Governmental Building</li> <li>• Recreational Use, Public</li> <li>• School, Primary or Secondary</li> <li>• School, University</li> <li>• Storage, Open</li> <li>• Wireless Telecommunications Facilities</li> </ul>	<ul style="list-style-type: none"> <li>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Port Facilities and Docks</li> <li>• Structures between the shoreline of Lake Superior and the pavement of the nearest public street or highway.</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.)	None	Front Yard (ft.)	None
Min. Lot Width (ft.)	None	Side Yard (one) (ft.)	5
Max. Impervious Surface Coverage (%)	(R)	Side Yard (total of 2) (ft.)	10
Max. Building Height of Primary Building (ft.)(O)	60	Rear Yard (ft.)	20
Max. Building Height of Accessory Building	24		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

**54.403 Footnotes to Schedule of Regulations**

**(O) 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

**(R) 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.

## STAFF FILE REPORT/ANALYSIS

Page 3 of 14

**Section 54.1003 Landscaping Design Requirements****(D) Buffer and Greenbelt Requirements.**

**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.

**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>C</b>	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

**Proposed Zoning****Section 54.308 MDR, Medium Density Residential**

<b>(A) Intent</b>	
The MDR district is intended to establish and preserve medium density residential neighborhoods that present an environment acceptable to a range of users, including families of all types. Some additional non-residential compatible uses may be allowed. It is important to the community to preserve and enhance the pedestrian-friendly, compact neighborhood types where homes and buildings are of similar scale and character	
<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>• Accessory Use, Non-Single Family Residential Lots</li> <li>• Accessory Use, Single-Family Residential Lots</li> <li>• Adult Foster Care, Family Home</li> <li>• Child or Day Care, Family Home</li> <li>• Dwelling, Single-Family Detached</li> <li>• Food Production, Minor</li> <li>• Foster Family Home</li> <li>• Home Occupation</li> <li>• Home Office</li> <li>• Homestays and Vacation Home</li> <li>• Residential Limited Animal Keeping</li> </ul>	<ul style="list-style-type: none"> <li>• Adult Foster Care, Small Group Home</li> <li>• Cemetery</li> <li>• Child Care Center or Day Care Center</li> <li>• Child or Day Care, Group Home</li> <li>• Dwelling, Accessory Unit</li> <li>• Dwelling, Intentional Community</li> <li>• Dwelling, Two-Family (Duplex)</li> <li>• Foster Family Group Home</li> <li>• Hospital Hospitality House</li> <li>• Public or Governmental Building</li> <li>• Recreational Use, Public</li> <li>• Religious Institution</li> <li>• School, Primary or Secondary</li> <li>• School, University</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.	

## STAFF FILE REPORT/ANALYSIS

Page 4 of 14

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	4,500 <a href="#">(C)</a>	Front Yard (ft.)	15 <a href="#">(A)</a> , <a href="#">(B)</a>
Min. Lot Width (ft.)	37.5 <a href="#">(D)</a>	Side Yard (one) (ft.)	5 <a href="#">(K)</a>
Max. Impervious Surface Coverage (%)	<a href="#">(Q)</a>	Side Yard (total of 2) (ft.)	13 <a href="#">(K)</a>
Max. Building Height of Primary Building (ft.) <a href="#">(O)</a>	31.5	Rear Yard (ft.)	20 <a href="#">(K)</a>
Max. Building Height of Accessory Building	(K)		
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**

**(A) Permitted Front Yard Setback Encroachments in the MDR and MFR Districts.** In the MDR and MFR districts, open front porches may encroach into the required front yard setback, provided the encroaching porch is for the first story only, is not wider than 50% of the façade, and is setback at least ten (10) feet from the front lot line.

**(B) Reduced Minimum Front Yard Setback in the LDR and MDR Districts.** If the average front yard setback of the principal buildings on the same block are less than the minimum front yard setback of the district, the minimum front yard setback of a subject lot in the LDR district or MDR district may be reduced to that average, provided the principal buildings used in the average are on the same side of the street and in the same zoning district as the subject lot.

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

- (1) 6,000 sq. ft. for lots created prior to the adoption of this Ordinance.
- (2) 9,000 sq. ft. for lots created after the adoption of this Ordinance.

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

- (1) 50 feet for lots created prior to the adoption of this Ordinance.
- (2) 75 feet for lots created after the adoption of this Ordinance.

**(K) 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](#).

**(O) 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.

**(Q) Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts:** The maximum impervious surface coverage of a lot in the LDR and MDR 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

**Section 54.1003 Landscaping Design Requirements****(D) Buffer and Greenbelt Requirements.**

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.

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
LDR and MDR	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.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.

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

**Section 54.1405 Zoning Ordinance Amendment Procedures**

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

**Application accepted.**

- (C) Amendment Review Procedures.

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

**The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, November 17, 2020.**

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

**The Planning Commission is being asked to make a recommendation at their meeting on November 17, 2020.**

- (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.

**These properties were mistakenly rezoned to the Civic district category in February of 2019, during the adoption of the Land Development Code and accompanying adoption of a revised Zoning Map for the City of Marquette. The mistake came about because the City created the Civic zoning category for all non-municipal, government-owned properties Northern Michigan University (NMU) properties, and these properties were mistakenly identified as NMU properties during that process. All five of the properties have been used for single-family dwelling units and were formerly zoned as such, this rezoning is a correction to re-establish the appropriate zoning for the properties.**



- (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.

**These portions of Tracy Avenue and Center Street are classified as "Urban Major Collector" per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are moderate. These portions of Schaffer Avenue and Van Evera Avenue are classified as "Urban Local Street" per the Community Master Plan (see p.6-6), therefore vehicular traffic volumes are low.**

- (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 exclusionary zoning.**

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

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

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

**The proposed rezoning would be compatible with the surrounding uses and zoning, as these residential uses have been on these parcels since as early as the 1940s and 1960s.**

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

**The proposed zoning would allow for the existing uses to remain on these parcels and the structures are all existing, and the proposed zoning would allow for the property owners to apply for improvements on the properties or any reconstruction if needed.**

- (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.

**As the adjacent zoning districts are either Civic (C) or Medium Density Residential (MDR), and as these 5 parcels do not meet the intent of the Civic zoning district which states, "*The intent of the Civic district is to permit flexible development and approval standards for properties used by non-City public institutions, including Marquette County, the State of Michigan, Northern Michigan University and other public education institutions, U.S. Coast Guard and other Federal agencies.*" Therefore, MDR is the most appropriate zoning designation for these 5 properties.**

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

**The rezoning is not being requested for a specific use, except that if the zoning district remained Civic than the only allowable uses would be for non-City public institutions.**

- (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. The land use of these parcels has been of a residential nature since as early as the 1940s and 1960s.**

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



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

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

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

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

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

### **Additional Comments:**

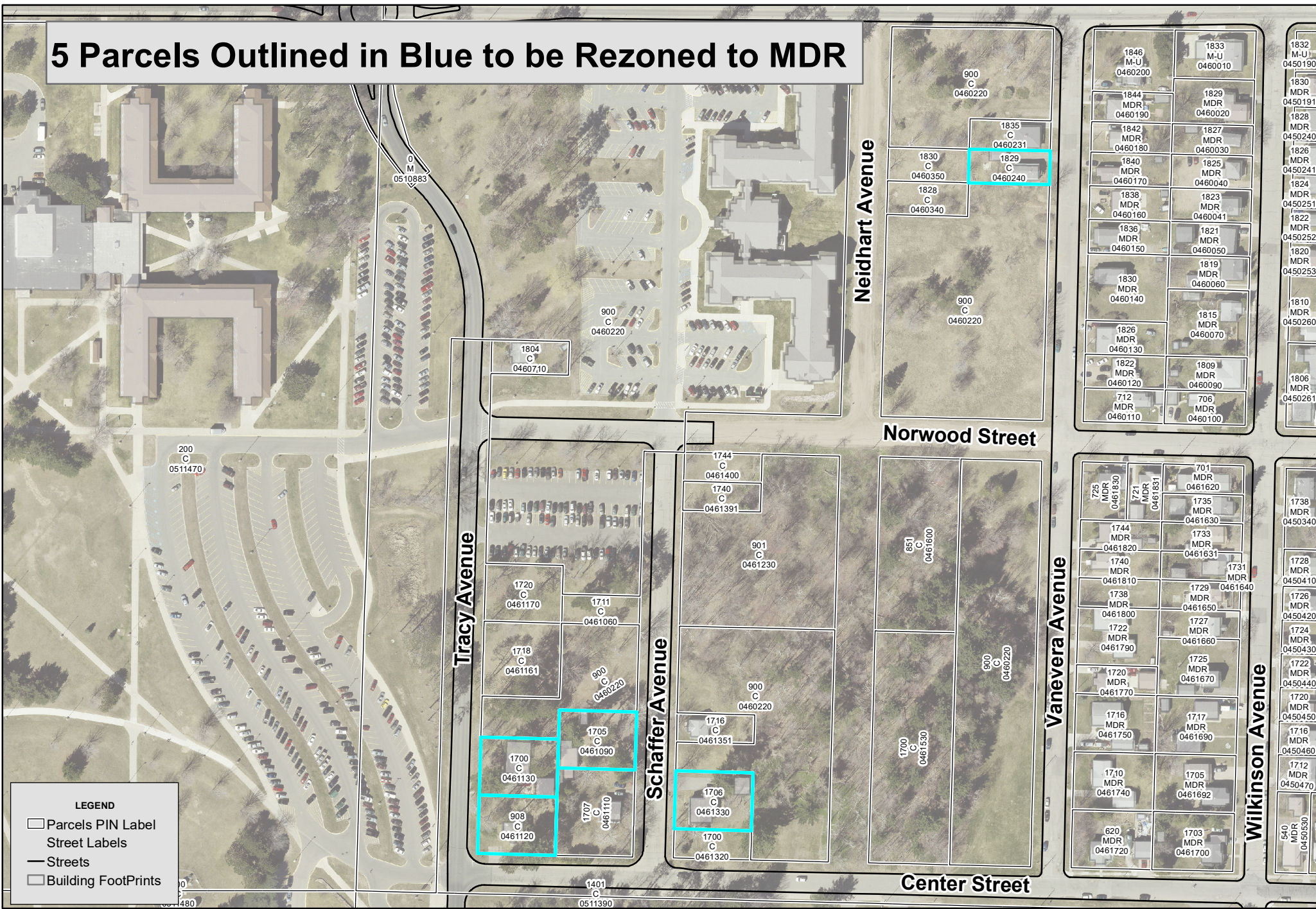
The Planning Commission should consider the request, and the information provided in this analysis, and provide a recommendation to the City Commission.

### **Attachments:**

1. Map indicating the 5 parcels that are proposed to be rezoned
2. Area Map
3. Block Map
4. Area Zoning Map
5. 2014 Zoning Map (Pre-LDC Zoning Map)
6. Excerpt of the 2014 Zoning Map (Pre-LDC Zoning Map)
7. Future Land Use Map from the Master Plan
8. Proposed Zoning Map from the Master Plan
9. Photos
10. Publication Notice



## 5 Parcels Outlined in Blue to be Rezoned to MDR



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



1 inch = 183 feet



# 02-REZ-11-20 Area Map

Wright Street

Neidhart Avenue

Wilkinson Avenue

Norwood Street

Vanevera Avenue

Schaffer Avenue

Tracy Avenue

Center Street

## LEGEND

- Parcels\_Address Labels
  - Contours2FT
  - Street Labels
  - Streets
  - Building FootPrints
- City of Marquette, MI

1 inch = 208 feet



City of Marquette  
Geographic Information Systems (GIS)



# 02-REZ-11-20 Block Map

## LEGEND

□ Parcels\_Address Labels

● Storm Manholes

■ Storm Catch Basins

— Storm Pipes

■ SewerCleanOuts

■ Sewer System Valves

● Sewer Manholes

San Flow Direction

## FLOW\_DIR

— EAST

— NORTH

— SOUTH

— WEST

— Sewer Lateral Lines

— Sew Not Slip Lined

— Sew Slip Lined

■ Fire Hydrants

■ WaterShutOff

● Water Valves & Gates

— Water Lateral Lines

wMain

## Representation: wMain\_Rep

— Cast Iron

— Copper

— Ductile Iron

— Galvanized Pipe

— High Density Polyethylene

— Polyvinyl Chloride

— Sand Cast

— Steel

— Unknown

— Watermains

— Water Structures

— Street Labels

— Streets

— Building FootPrints

City of Marquette, MI

1 inch = 160 feet



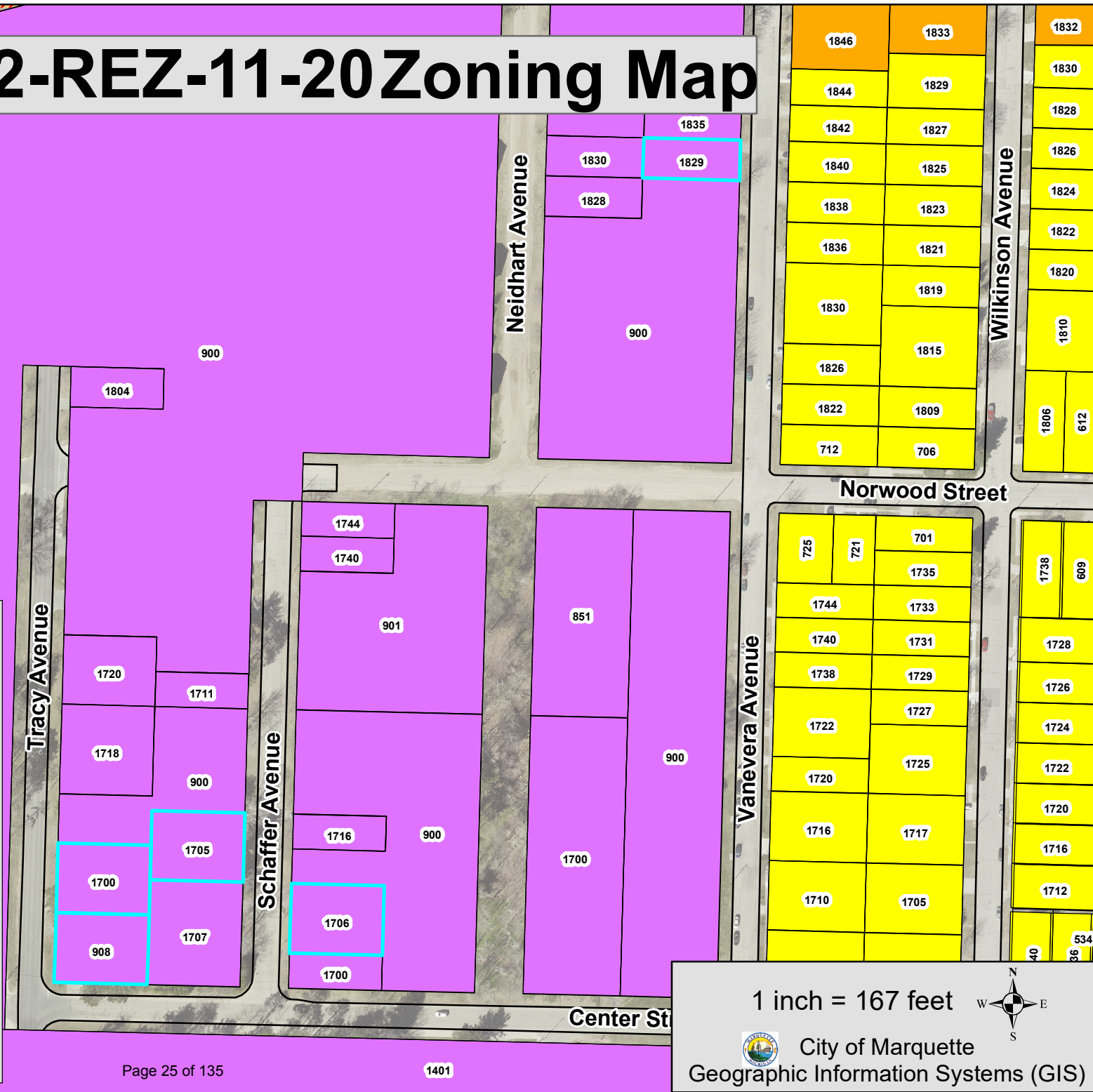
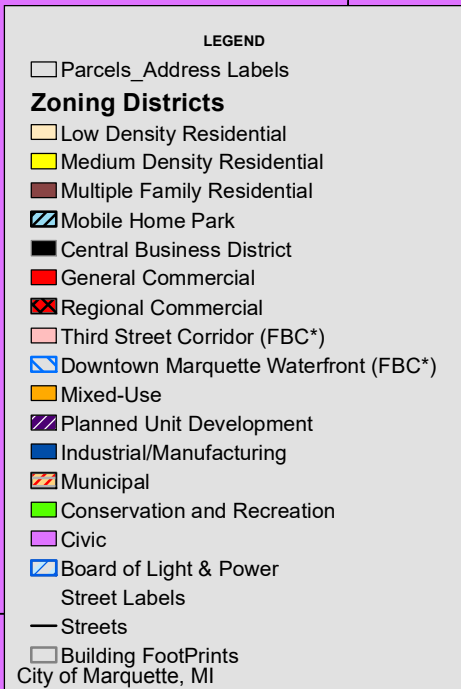
City of Marquette

Geographic Information Systems (GIS)





# 02-REZ-11-20 Zoning Map



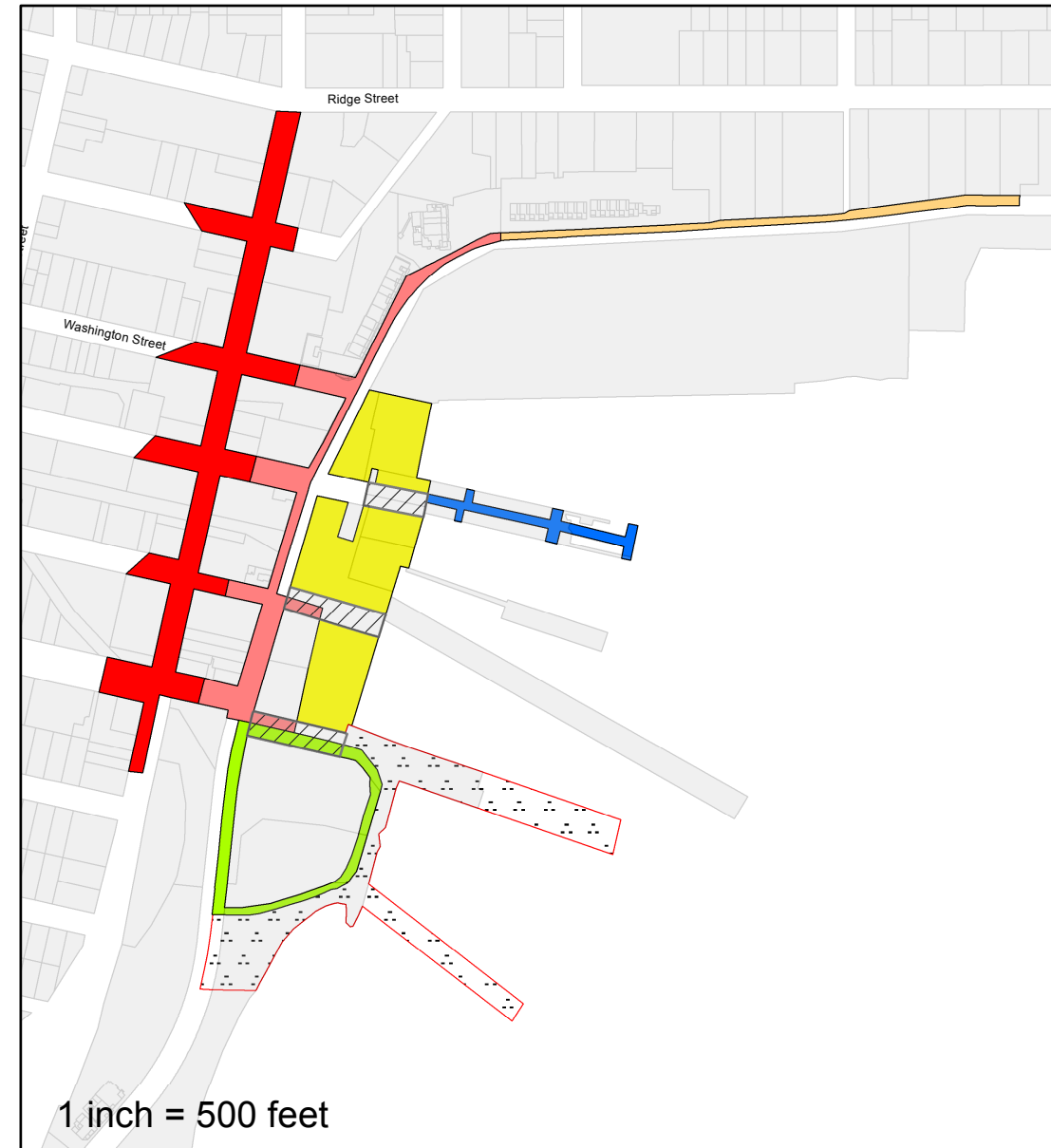


City of Marquette

ZONING DISTRICTS

- RS - Single Family Residential
- RG - General Residential
- RM - Multiple Family Residential
- MGHOD - Marquette General Hospital Overlay District
- OS - Office
- BC - Community Business
- CBD - Central Business District
- BG - General Business
- I - Industrial
- CR - Conservation & Recreation
- DD - Deferred Development
- PUD - Planned Unit Development
- Downtown Marquette Waterfront
- South Marquette Waterfront

Downtown Marquette Waterfront District

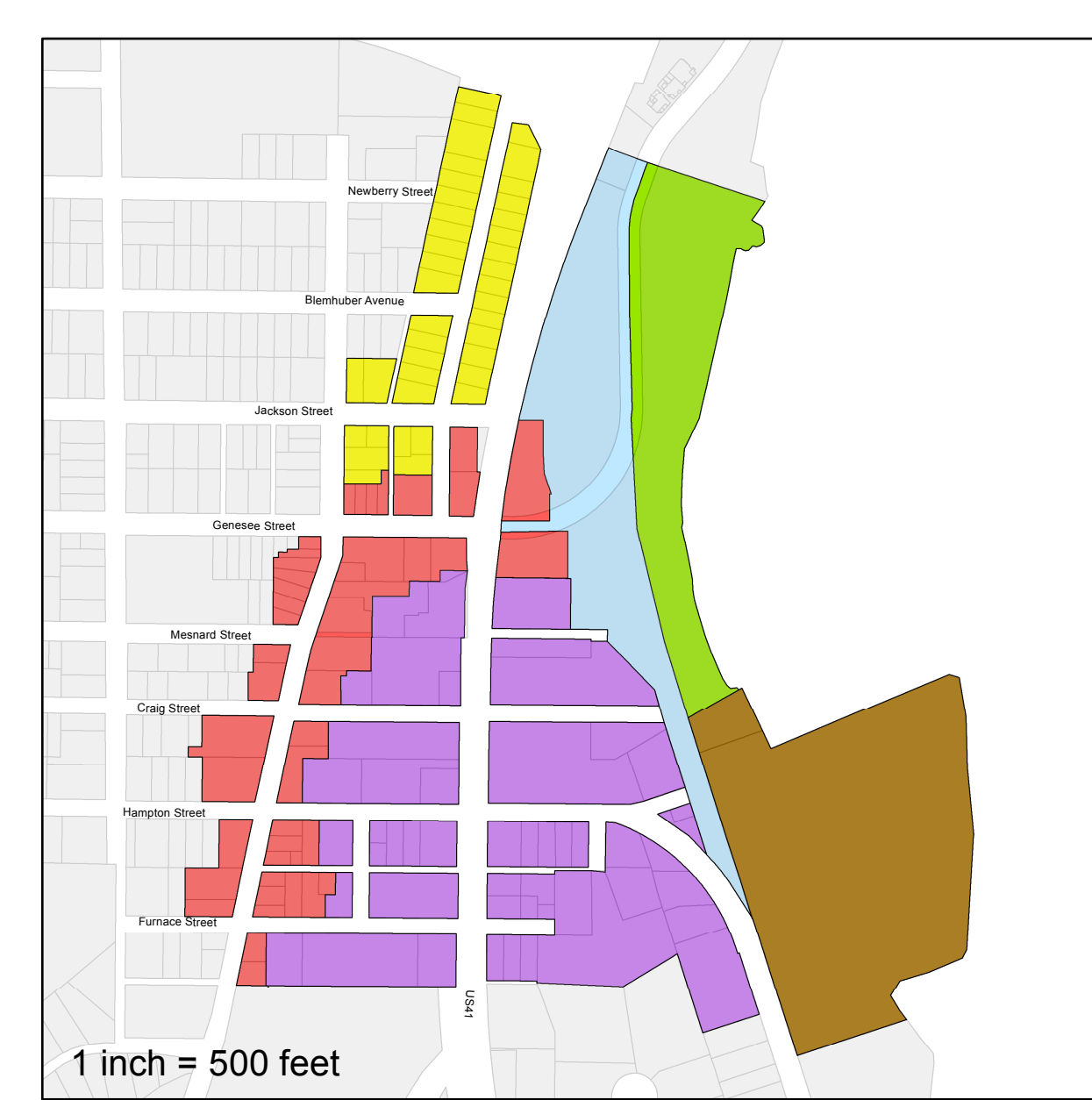


\*Building sites/parcels are coded by Street Frontage

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

South Marquette Waterfront District



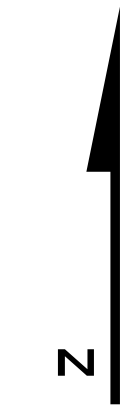
SUB-DISTRICTS

- TN-R - Traditional Neighborhood-Residential
- TN-CR - Traditional Neighborhood-Commercial Residential
- GC-MU - Gateway Corridor-Mixed Use
- W-MU - Waterfront-Mixed Use
- W-RC - Waterfront-Recreation Conservation
- P-SD - Powerplant-Special District

ZONING MAP AMENDMENTS

NO.	DATE OF ADOPTION	ZONING DISTRICT		LOCATION	MAP UPDATED BY
		PREVIOUS	REVISED		
1					
2					
3					
4					

1 inch = 910 feet



Printed June 4, 2014

Revised through: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date










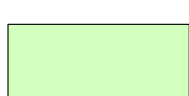


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Zoning Administrator

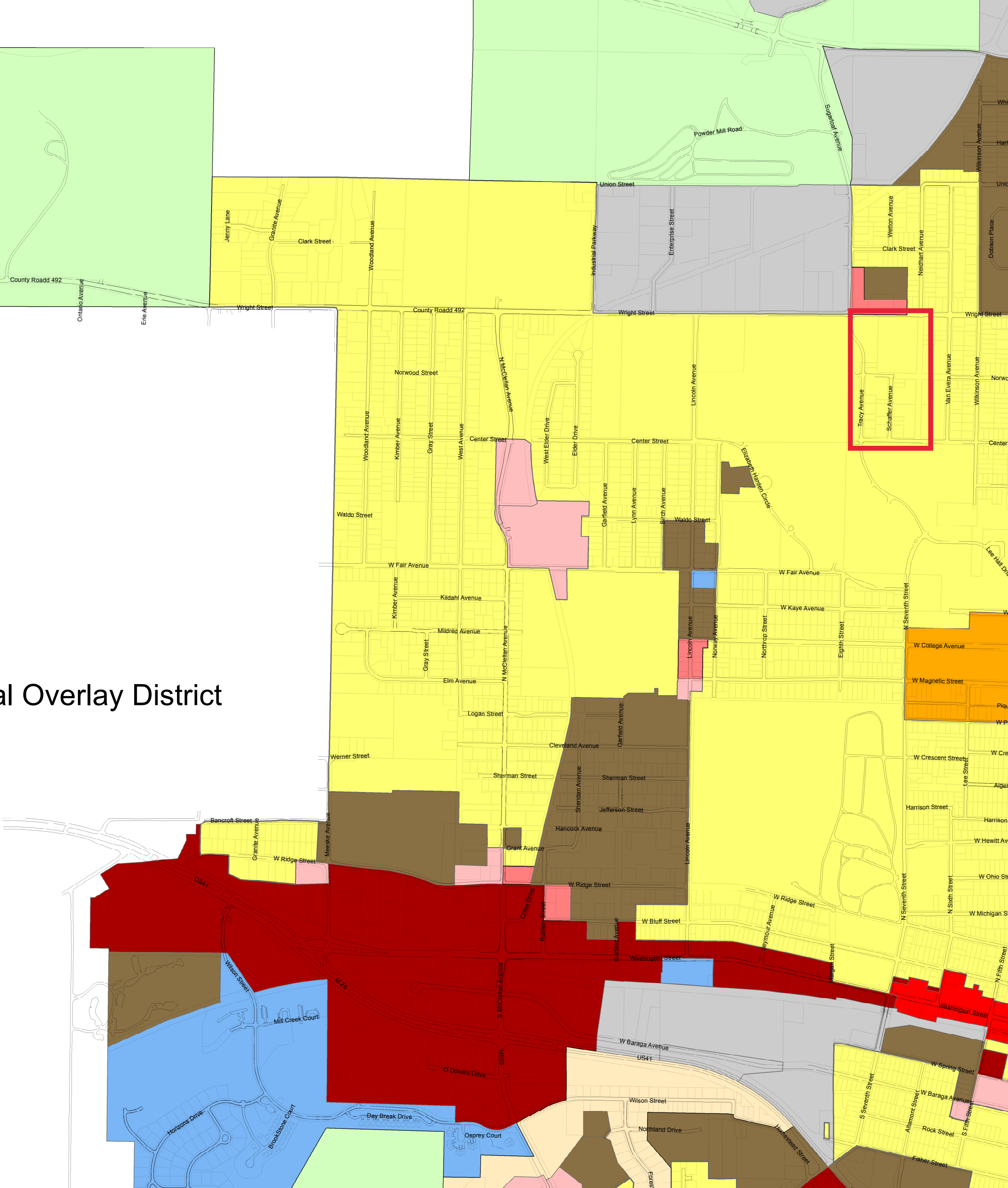
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Date



# City of Marquette

## ZONING DISTRICTS

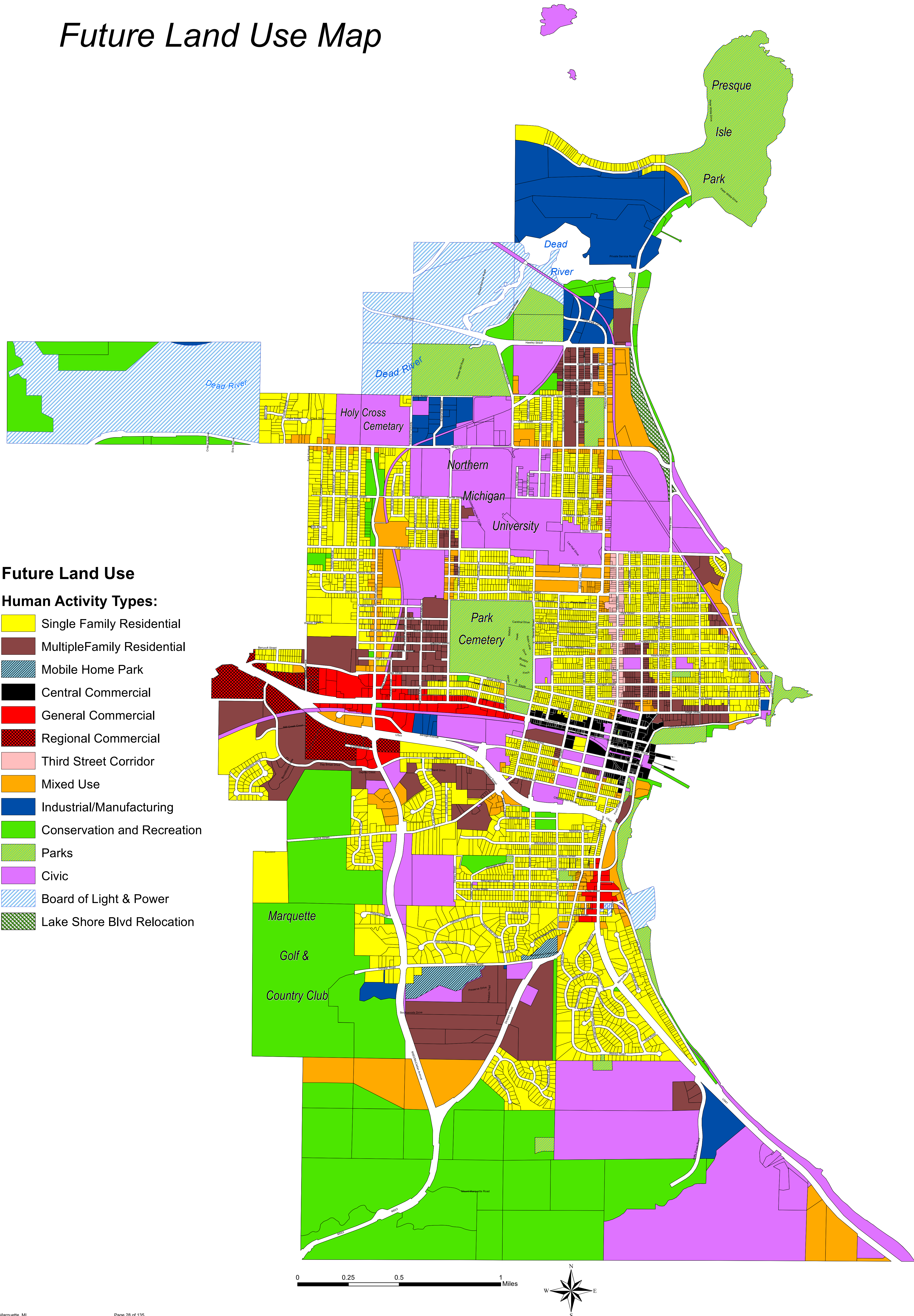
-  RS - Single Family Residential
-  RG - General Residential
-  RM - Multiple Family Residential
-  MGHOD - Marquette General Hospital Overlay District
-  OS - Office
-  BC - Community Business
-  CBD - Central Business District
-  BG - General Business
-  I - Industrial
-  CR - Conservation & Recreation
-  DD - Deferred Development
-  PUD - Planned Unit Development





MARQUETTE COMMUNITY MASTER PLAN

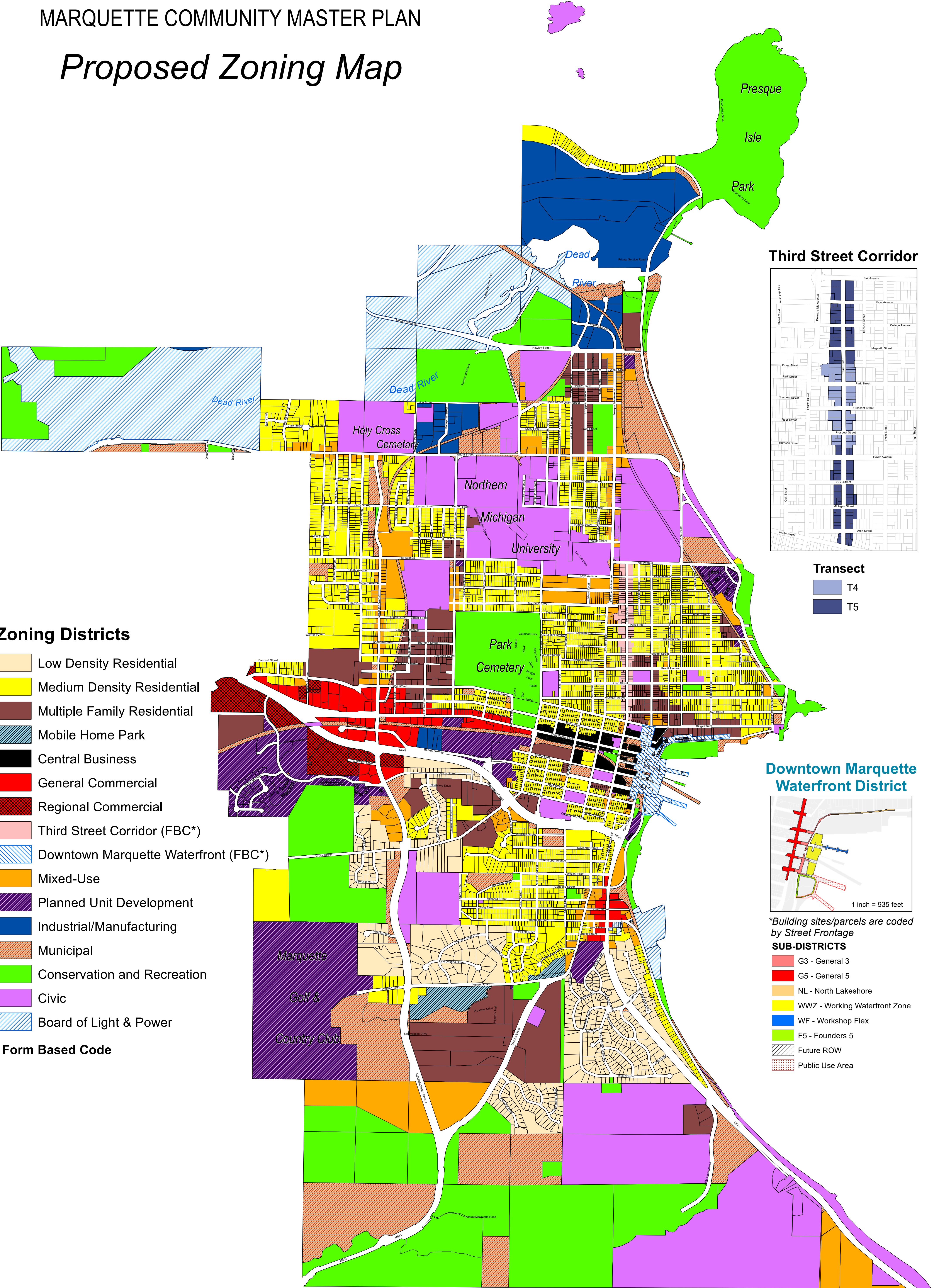
Future Land Use Map





MARQUETTE COMMUNITY MASTER PLAN

*Proposed Zoning Map*

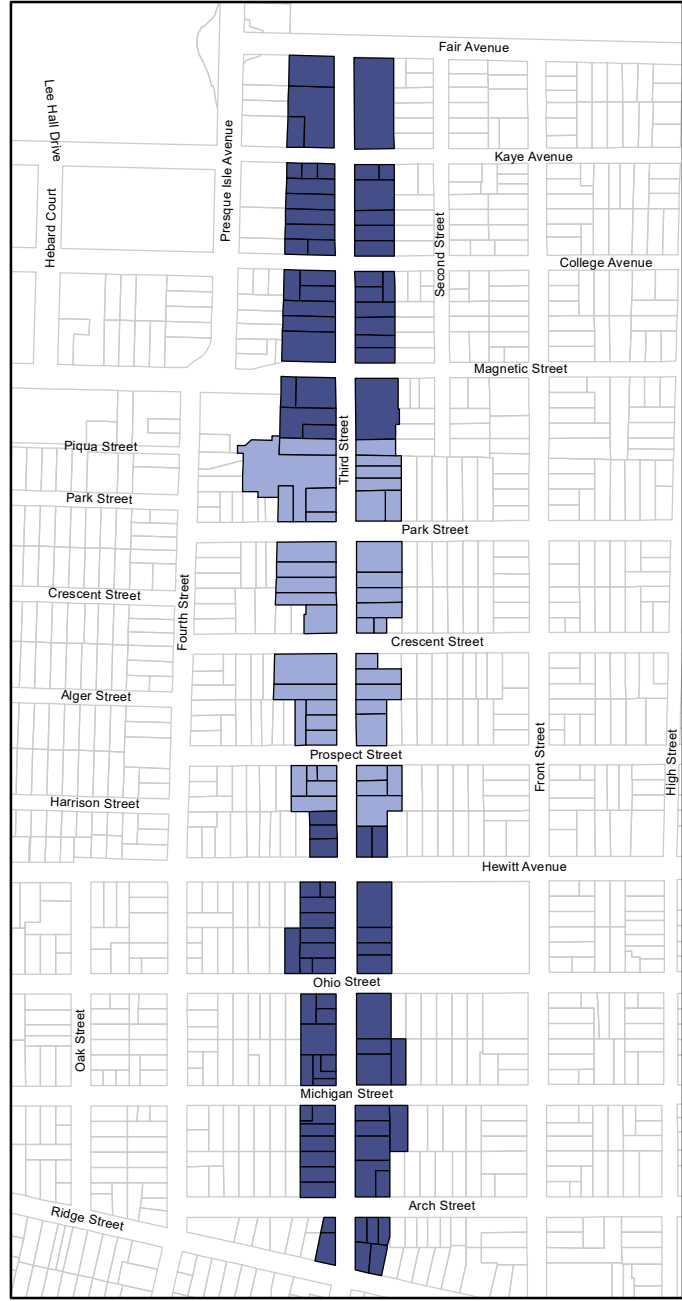


**Zoning Districts**

- 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**

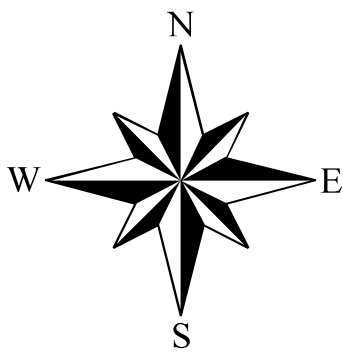
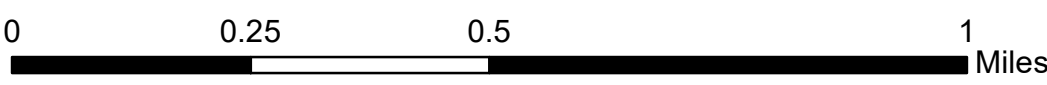


- Transect**
- T4
  - T5

**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





## Photos of the 5 Properties









Friday, October 30, 2020

# State / Nation

that the officers violated the constitutional rights of Tyree Bell when they arrested him without probable cause on June 8, 2016, KCUR reported.

Officers Peter Neukrich and Jonathan Munyan said they arrested Bell because he resembled another teen who had run away from officers earlier in the day, discarding a gun as he fled. Bell was walking home about a mile from where that happened when the officers stopped him.

The appeals court wrote that Bell's only resemblance to the suspect was that he was Black, juvenile and male.

Police video showed Bell was taller, had a different hairstyle and was wearing different clothing than the original suspect. He also was breathing normally — unlike someone who had just run from police — and cooperated with the officers.

The officers argued that they watched dashcam video of the earlier event several times before arresting Bell and had reasonable belief that he was the suspect. But it wasn't until June 29 that a detective watched the video and concluded Bell wasn't the suspect and should be released from detention.

Bell and his mother sued

legal or constitutional right.

"Given the glaring differences, there was not arguable probable cause to believe that Bell was the fleeing suspect," Chief Judge Lavenski R. Smith wrote for the appeals court. "Bell's right to be free from an arrest and detention under the circumstances was clearly established. It is an obvious case of insufficient probable cause."

more than a year, agreed that the unfolding offensive is unprecedented in magnitude for the U.S. given its timing in the heat of a contentious presidential election and the worst global pandemic in a century.

The federal alert was co-authored by the Department of Homeland Security and the Department of Health and Human Services.

The cybercriminals

## CITY OF ISHPEMING

### NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Ishpeming City Council on Wednesday, November 11, 2020 at 7:00 p. m. in the Council Chambers at Ishpeming City Hall, 100 E. Division Street, to consider oral or written comments regarding the proposed vacation of the following described public property in the City of Ishpeming:

The parcel is located on Park Street, Ishpeming, Michigan and is further described as follows:

Premises situated in the City of Ishpeming, County of Marquette, State of Michigan: That part of Lot 585 of Cleveland Iron Company's Third Addition to the City of Ishpeming lying more than Thirty-three feet (33') Southerly of the as-constructed centerline of Park Street.

Written comments may be submitted to the City Manager's office at 100 E. Division Street prior to the meeting. Questions may be directed to the City Manager's office at the above address or 906/485-1091, Ext. 203.

## PUBLIC HEARING NOTICE MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing on the following matter at their regular meeting scheduled for 6:00 P.M. on Tuesday, November 17, 2020:

02-REZ-11-20 – 908 Center St. (PIN: 0461120), 1700 Tracy Ave. (PIN: 0461130), 1706 Scheffer Ave. (PIN: 0461090), 1706 Scheffer Ave. (PIN: 0461330), 1829 Van Evers Ave. (PIN: 0460240). The City of Marquette is requesting to rezone the properties located at 908 Center St., 1700 Tracy Ave., 1706 Scheffer Ave., 1706 Scheffer Ave., and 1829 Van Evers Ave., which are zoned Civic (C) to be zoned Medium Density Residential (MDR). These properties were mistakenly rezoned to the Civic district category in February of 2019, during the adoption of the Land Development Code and accompanying adoption of a revised Zoning Map for the City of Marquette. The mistake came about because the City created a new zoning category for all Northern Michigan University (NMU) properties, and these properties were mistakenly identified as NMU properties during that process. All five of the properties have been used for single-family dwelling units and were formerly zoned as such, this rezoning is a correction to re-establish the appropriate zoning for the properties.

02-ZOA-11-20: An Ordinance to amend the Marquette City Code, Chapter 54 - The Land Development Code, by repealing the Table of Contents, Table of Figures, the following articles and sections and adopting new Table of Contents, Table of Figures, articles, and sections as follows: Article 2 Definitions - Adding new definition for Retaining wall, amending the following definitions: Dwelling Unit, Health Services, Homestay, and deleting Permanent Occupancy definition. Article 3 Zoning Districts and Map - Amending Section 54.306, Figure 8, Table of Permitted Land Uses and Special Land Uses by Zoning District by changing Outdoor Food and Beverage from a Special Land Use to a Permitted use in the CBD Zoning District; Amending Section 54.312 by changing Outdoor Food and Beverage from a Special Land Use to a Permitted use in the CBD Zoning District and changing the Maximum Building Height from 80 to 74 feet; Amending Section 54.320 RO, Riparian Overlay District, by removing Official Zoning Map language, and adding Zoning Administrator review language; Amending Section 54.322 - Third Street Corridor District Form-Based Code Figure 12 to add Rooftop patio encroachment regulations and Figure 13 to amend the front setback for principal and outbuildings, and add Rooftop patio encroachment regulations; Amending Section 54.323 - PUD, Planned Unit Development to amend the minor amendment language, Article 4 Schedule of Regulations - Amending Section 54.403 - (C) and (D) to add "MFFT". Article 6 Standards - Amending Section 54.612 Dwelling Accessory Unit to amend the maximum occupancy language, remove the Family Member Occupancy Only requirement, to remove language of City issuing final certificate for occupancy, adding language in the yearly certification; Amending Section 54.619 Minor Food Production by adding language to allow them to be built into fences or freestanding along the front property line, to add language for temporary hoop houses that the height may not exceed 8-ft high in a front yard and no more than 16-ft in height in a rear or side yard; Amending Section 54.621 Home Occupations by amending the accessory structure regulations to allow for its use and to add revocation language; Amending Section 54.622 Home Offices by not requiring a permit, and amending the customer or client traffic requirements, allowing the use of accessory structure, and removing nontransferable approval and authorized applicant requirements; Amending Section 54.641 Residential Limited Animal Keeping by adding language that the permit is for enclosures and structures that are required for chickens and rabbits, or for beehives; and to add it does not allow for commercial animal uses. Article 7 General Provisions - Amending Section 54.702 Permitted Encroachments into Required Yard Setbacks to add basement window wells to (E); Amending Section 54.704 Clear Vision Triangle to add winter circumstances language; Amending Section 54.705 Accessory Buildings and Structures, (A)(4) to add that no permanent accessory building shall be located in a minimum front yard setback; Amending Section 54.706 Fences and Walls (E) (3) by amending the temporary fences language to add additional temporary activity or purposes to the list, remove language to secure a site or restrict areas accessible to the public, to add language that it must be appropriate for the temporary activity, and if it does not meet the standards it may be considered a violation of this section; Section 54.708 Solar Energy (C) by adding language for roof-mounted and wall-mounted solar energy systems for the allowable location and exceptions for shingles that incorporate solar panels, or solar collectors/panels that are built into the roof shingles; (D) changing from 10 kW to 20 kW and amending the setback and the height requirements and that they shall not be installed in the Riparian Overlay areas or locations that are subject to annual flooding; (E) changing from 10 kW to 20 kW; (F) by removing the removal provisions language, amending the removal requirements changing from 12 to 18 consecutive months, and removing language in the removal section. Article 9 Parking, Loading, and Access Management - Amending Section 54.903 by adding Maximum parking language, parking space regulations for the multiple family units, housing exclusively for senior citizens, and adding concrete care facilities. Article 11 Signs - Section 54.1109 General Sign Standards (D) Blade Signs to add language for maximum projection from the wall and (I) Change signs and Electronic Message Centers to amend the allowable maximum area. Article 14 Administrative Procedures - Section 54.1401(B) adding multi-family to permitted uses subject to zoning review; Section 54.1402 Site Plan Review, Figure 49, by adding development activity language for new construction for multi-family residential units with more than 20 dwelling units, amending the 3 or more dwelling units requirement to be 5 to 20, amending the requirement for commercial or multifamily residential units, amending the 2,000 S.F. to that is less than 2,500 S.F., amending the earthwork greater than 20,000 S.F. to be minor site plan review, exempting from site plan review multifamily residential units that will contain 3 or 4 dwelling units, exempting additions, alterations, and renovations that are less than 10% of the size of the original commercial or multifamily building footprint or less than 500 S.F.; Figure 50 Site Plan Information Required, adding "in the Site Plan Set", and changing minimum to maximum for proposed topography.

The public hearing for these requests will begin at 6pm on Tuesday, November 17, 2020, and the meeting will be held virtually with Commission members and Staff attending remotely through Zoom video conferencing. If you wish to comment on this matter you may do so at that time, please see below on how to participate in this meeting.

This meeting will be streamed on the City of Marquette YouTube channel (<https://www.youtube.com/user/CityofMarquetteGov>). Please note that the YouTube livestream will have at least a 20 second delay.

Members of the public wishing to make a video comment will need to visit: <https://us02web.zoom.us/j/87301421778>

Members of the public wishing to call in and make a comment over the phone will need to call 312-626-6799 and enter the meeting ID (873 0142 1778).

Written comments, prior to the meeting, may be submitted to the Community Development Department located at 1100 Wright St., Marquette, Michigan 49855 or e-mail [standards@marquettemi.gov](mailto:standards@marquettemi.gov). Materials relating to this request may be viewed 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, however, please call 906.225.8383 to schedule an appointment. You can also request to have the materials submitted by the applicant e-mailed to you by e-mailing [standards@marquettemi.gov](mailto:standards@marquettemi.gov). If you have a disability and require assistance to participate, please provide advance notice.

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date: 2/8/2021**

**Consent Agenda**

**Approve the minutes of the January 25, 2021 regular Commission meeting.**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Jan. 25 Minutes





**City of Marquette, MI**  
300 West Baraga Ave  
Marquette, Michigan 49855  
**Meeting Minutes**  
**City Commission Meeting**  
**January 25, 2021**

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

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

**Approval of the Agenda**

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

**Announcements**

Mayor Smith praised the City Finance department, which recently received the Certificate of Achievement for Excellence in Financial Reporting, from the Government Finance Officers Association of the United States and Canada. This award is presented in recognition of the City's comprehensive annual financial report. The Mayor also shared information about glass recycling in the City.

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

As the meetings are still being held without the public present, residents were given the opportunity to call in and speak or submit written public comments to be read during the meeting.

Jacy Madden and Eric Berg both wrote to share their concerns about the cost and availability of housing in the City of Marquette.

**Presentation(s)**

**1. Traffic-Parking Advisory Committee, by Nina van den Ende**

Nina van den Ende gave an update on the work of the Traffic-Parking Advisory Committee.

In follow-up, Commissioners discussed certain sections of the City street network, including Front Street as it heads south out of town, the traffic light at the intersection of McClellan Avenue and Ridge Street and about intersections with three-way stops.

Commissioners suggested that the Traffic-Parking Advisory Committee review the

recent report from the Ad Hoc Housing Advisory Committee and consider the impacts of some of the recommendations.

## **2. Consent Agenda**

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

**2.a.** Approve the minutes of the January 11, 2021 regular Commission meeting.

**2.b.** Approve the total bills payable in the amount of \$1,155,155.27

**2.c.** Fire Department Turnout Gear

**2.d.** Police Dell Laptops

## **Unfinished Business**

### **3. City Manager Replacement Process – Subcommittee Reappointment**

Commissioner Jessica Hanley moved to Authorize the reappointment of the City Manager Search Committee consisting of Commissioners Davis, Mayer and Stonehouse with the responsibility to evaluate proposals for firms and recommend to the City Commission the best qualified to lead the Commission through the City Manager search process, seconded by Mayor Pro Tem Jenn Hill and Carried Unanimously.

## **New Business**

### **4. Contract Modification for BP 17-11 Solid Waste Collection Services – Curbside Residential**

Commissioner Evan Bonsall moved to approve the proposed second amendment to the City of Marquette Solid Waste Services contract for curbside collection service with Waste Management, Inc. of Marquette, Michigan, and a corresponding amendment to the solid waste services section of the adopted City of Marquette Fiscal Year 2021 Fee Schedule, seconded by Commissioner Hanley. Discussion ensued.

Commissioners voiced concerns and uncertainty about the increase adopted by the Marquette County Solid Waste Management Authority, which was justified as a COVID-related increase. As it was necessitated by COVID, there should be a sunset on the increase, many suggested. Additionally, commissioners said they were unsure how the MCSMWA decided on an increase of \$4, specifically.

City Manager Angeli indicated that the MCSWMA has been told the City would prefer a sunset in this increase. He said the City has two representatives on the authority board, and that the City has requested the board send a summary of each monthly meeting, in addition to the minutes.

Mayor Pro Tem Hill then moved to amend the main motion, authorizing the increase only through July 1, seconded by Commissioner Stonehouse and carried unanimously.

The Commission then voted on the main motion, now to approve the proposed second amendment to the City of Marquette Solid Waste Services contract for curbside collection service with Waste Management, Inc. of Marquette, Michigan, through July 1, 2021. This motion carried unanimously.

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

There was no public comment at this point.

**Comments from the Commission**

**Commissioner Bonsall** thanked staff for assistance in helping to prepare the Ad Hoc Housing Committee draft report, which was completed recently, and he encouraged all residents to look at the report. He said there have been issues with the glass recycling, which should be place out during the first full week of every month. He said the City is looking at how to better communicate with residents about this. Commissioner Bonsall said he was appointed recently to the Protect Michigan Commission, which is aimed at informing and educating the state about the COVID019 vaccine. He said he was also recently appointed to a Michigan Municipal League legislative policy committee.

**Commissioner Davis** thanked City staff for the work to keep the multi-use path cleared so well this winter.

**Commissioner Hanley** said she agrees with the earlier public comments that middle housing is missing in the City. She said the sale approved at the past meeting though, was approved roughly a year ago, and this was an action to approve a development agreement. Missing middle housing, she said, will likely not be found along the lakeshore.

**Mayor Pro Tem Hill** reminded people that the first full week of each month would be used for only glass recycling, and suggested finding a clever way to inform the public. She said the Commission had a work session about the lakeshore and the land near the old Cliffs-Dow property - she suggested people go online and watch the video and share their opinions. She urged residents to stay vigilant with masking and social distancing and praised the local health workers helping with the vaccine rollout.

**Commissioner Mayer** said he has been on active military orders, but that he will be taking part in meetings remotely as often as he can.

**Commissioner Stonehouse** said the Commission appreciated Commissioner Mayer's service. He said he has received the first dose of the COVID vaccine and that the entire process went very smoothly. He said the affordable housing discussion is very popular, and he suggested that the commission postpone the discussion until the meetings can take in-person, to more adequately engage the public.

**Mayor Smith** said she feels the work session can be transparent, and that she views that meeting as the beginning of a very long process. Mayor Smith addresses the two public comments from earlier - she said she understands the concerns and gave a quick overview of the Founders Landing parcel being discussed. She shared a resident's positive experience with the City Police Department.

**Comments from the City Manager**



**City Manager Mike Angeli** said the City is pretty much done selling and developing the Founders Landing property. He said staff plans to bring a full plan for the Lakeshore Boulevard project back to the Commission for approval, so there will be opportunities for public input. He shared an update on recovery grants that may benefit the City, and he shared an update on the Williams Park tennis courts.

## **Adjournment**

Mayor Smith adjourned the meeting at 7:47 p.m.

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## **Kyle Whitney, City Clerk**

*This meeting will be live on Marquette Charter Cable Channel 191 and will be broadcast (subject to temporary programming) as follows: Tuesday at 11a.m. and 6p.m.; Wednesday at noon and 8 p.m.; Thursday at 4 a.m. and 1 p.m.; Friday at 6 p.m.; Saturday at noon; and Sunday at 8 a.m. and 4 p.m.*

*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: 2/8/2021**

### **Consent Agenda** **Novatime Software Solution**

#### **BACKGROUND:**

The City Fire Department was recently audited for time, attendance, and payroll records in connection with federal law. Throughout the course of the audit, Human Resources and the Fire Department have had to supply various time and attendance records that were cumbersome to provide due to the outdated nature they've historically been kept in utilizing hard copy timesheets and daily logs.

The City currently uses the BS&A software suite for many municipal services including payroll; however, it falls short with timekeeping. A new time and attendance software solution is necessary in order to compensate for shortfalls discovered during our audit. A team consisting of the Fire Chief, Director of Administrative Services, Payroll Clerk and IT Manager have evaluated software alternatives and have determined Novatime to be our preferred vendor due to their 100% guaranteed integration with the BS&A Payroll application. Other companies did not meet all of our criteria.

Once the Fire Department has successfully implemented the software application and we're able to budget in the next fiscal year, it would be our goal to convert all City departments to using this application.

#### **FISCAL EFFECT:**

The annual cost for Novatime for the Fire Department is \$15,516 for year one including the onetime implementation cost of \$4,500. This expense was not anticipated at the beginning of the budget year; therefore, any budget shortfall may require a year-end budget adjustment.

#### **RECOMMENDATION:**

Approve the two-year agreement for purchase of Novatime software, authorize the City Manager or his designee to execute the contract with a first-year cost not-to-exceed \$15,516 and approve the corresponding budget adjustment.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

▢ Novatime Agreement

**ANDREWS TECHNOLOGY**  
**NOVATIME TIME & ATTENDANCE PROJECT**  
**Master Agreement/Statement of Work**

**Prepared for City of Marquette**  
**January 28<sup>th</sup>, 2021**

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**Andrews Technology - Overall Statement of Responsibility**

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology Novatime Order Form
- Installation of Novatime Web Based Software on Novatime Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors
  - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
  - Includes all software licenses and terminals as shown on the Andrews Technology Purchase Order Form –(See Exhibit A).

## **Andrews Technology** **Master Customer Agreement**

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This Master Customer Agreement (called the "Agreement") and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to City of Marquette.

### **Definitions**

**Transaction Document** is any document including, but not limited to the: "Master Customer Agreement"; "Statement of Work"; "Project Plan"; "Payment Schedule" and "Maintenance Agreement" that requires execution to be effective.

**Change Order** is a document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.

**Discovery** is a process performed to define a Statement of Work.

**Deliverable** is any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).

**Materials** are work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term "Materials" does not include Program Products, but does include modifications of a Program Product.

**Product** is a machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term "Product" includes the documentation required to install, support, use, and maintain the product.

**Program Product** is a commercially available software product and the documentation required to install, support, use, and maintain it. City of Marquette is the licensee (Andrews Technology is not the licensee.).

**Services** are technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.

**Statement of Work** is a detailed list of tasks to be performed during the implementation of a project.

**Changes to the Master Agreement, Project Plan or Statement of Work:** Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other terms.

### **Our Relationship**

**Mutual Responsibilities:** Each of us agrees that under this Agreement:

- All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be done under a signed Non-Disclosure Agreement;
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
- Neither of us will bring a legal action against the other more than two years after the cause of action arose.

**Your other responsibilities:** You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations.

### **Personnel**

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

### **Ownership and Proprietary Rights**

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall NOT have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

### **Compliance with Laws**

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards.

### **Prices, Payment, and Taxes**

You will pay to Andrews Technology the price reflected in City of Marquette Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to the City of Marquette.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of \$225/hour including travel. Our payment terms are – Due upon receipt of invoice.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us "rework" charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

A service charge of 1½% per month will be added to all past due balances.

#### **Termination**

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work. Termination for cause is also permitted if Andrews Technology is unable to resolve the issue within a 90 day cure period.

Customer may terminate the agreement if it does not appropriate funding to continue the use of Novatime, or related services. To so terminate, Customer must give Andrews Technology written notice of the non-appropriation at least 90 days before the next annual billing following the non-appropriation.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

#### **Electronic Communications**

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

#### **Governing Law**

The laws of the State of Michigan govern this Agreement. Any legal action brought under this agreement shall be brought only in the State of Florida.

Agreed to: City of Marquette

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Marquette

Date: \_\_\_\_\_  
Andrews Technology

### **STATEMENT OF WORK**

## **ANDREWS TECHNOLOGY – DELIVERABLES**

As per the electronically attached "Order Form – Exhibit A", Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

### **Software Phase**

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of Novatime Web Based Software on Novatime Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
  - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

### **Hardware Phase (Not Applicable)**

- Delivery of Wall Mounted Hardware
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
  - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

### **Go Live Phase**

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
  - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

### **Ongoing System Maintenance** (see "Maintenance Agreement – Exhibit B")

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)

## **Other Andrews Technology Installation Responsibilities**

To ensure an optimally performing Novatime System, Andrews Technology will perform the following:



- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for City of Marquette.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the Novatime System.
- Provide server configuration assistance as requested.

### **Customer Installation Responsibilities**

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
  - Participate in periodic meetings and status conference calls.
  - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the Novatime system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.
- Provide Andrews Technology access to the appropriate resources during all phases.

- Provide appropriate resources to test the Novatime System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed. (If Applicable)
- Sign-off that the Go Live Phase Responsibilities have been completed.

### **Professional Services Overview**

#### **Payroll Rules Questionnaire:**

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your Novatime system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

#### **Employee File Creation:**

City of Marquette is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

#### **Software Configuration and Programming**

Once your Payroll Rules Questionnaire and Employee File are created, your Novatime software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

#### **Ethernet Cable/Phone Line Installation (If Applicable)**

City of Marquette is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to insure error free transfer of punch data from the terminal to your Novatime software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

#### **Software Installation:**

As soon as all of Andrews Technology' minimum system support requirements have been met, our Installation Team will arrive on-site and install the software. Communications will be tested between the server and terminal(s) after the customer installs the hardware.

#### **Software Training:**

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). The City of Marquette is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

**Hardware Trainer:** Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected biometric terminals.

### **Implementation Testing and Adjustments:**

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that the City of Marquette run a parallel test for one (1) to two (2) pay periods. This gives the Novatime key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

### **Interface Installation and Training:**

The BS&A interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The BS&A interface is an existing Novatime interface. The BS&A interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

## **Software Training Overview**

### **Key User Training**

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

#### **Course Description – Initial Training For Key Users**

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

#### **Course Description – Follow-up Training for Key Users**

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

### **Supervisor Training**

Suggested Attendees: Supervisors and Supervisor Assistants

#### **Course Description- Initial Supervisor Training**

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

#### **Course Description – Follow-up Training for Supervisors**

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and webex training/support.

### **Statement Of Work Phase Completion Sign-Off**

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

### Software Phase Sign-Off

Agreed to: City of Marquette

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Marquette

### Hardware Phase Sign-Off

Agreed to: City of Marquette

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Marquette

### Go Live Phase Sign-Off

Agreed to: City of Marquette

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Marquette

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
Andrews Technology

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
Andrews Technology

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
Andrews Technology

## **Exhibit B - Maintenance Agreement**

Execution below entitles City of Marquette (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for one year from the date of execution below. This agreement is renewed automatically each year unless advised by the Customer in writing no less than thirty days prior to the anniversary of the date of execution of this agreement.

Maintenance coverage is all inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
  - All technicians are dispatched locally
  - Service is available 24 hours-a-day; seven days-a-week.
  - Customer's assigned technical team can be reached directly by cell phone 24/7.
  - Toll-Free support is available as a back-up to direct contact with assigned technical team.
  - On-site support is provided.
  - Machine replacement is next day provided call received prior to 2:00pm.
  - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
  - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

### Maintenance Terms

**WARRANTEE:** Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for a term of 2 years from such date, and continue for 2 subsequent years until terminated. After the first renewal, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: 2 Years of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a one hour minimum per phone call for support and two hours minimum for on-site service including travel.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: City of Marquette

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Marquette

Date: \_\_\_\_\_  
Andrews Technology

## **City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date: 2/8/2021**

### **Consent Agenda** **UPSET Lease Agreement**

#### **BACKGROUND:**

At its May 8, 2017 meeting, the City Commission approved a lease agreement with the Upper Peninsula Substance Enforcement Team (UPSET) for leased office space. The term of the lease was three (3) years and with a renewal for an additional three (3) years upon the mutual written agreement of Lessor and Lessee.

Recently staff from the Upper Peninsula Substance Enforcement Team contacted the City requesting to renew the three-year lease.

#### **FISCAL EFFECT:**

The City will realize monthly revenue in the amount of \$750 for the life of the contract.

#### **RECOMMENDATION:**

Move the proposed lease agreement with the Upper Peninsula Substance Enforcement Team to unfinished business for approval at the February 22, 2021 meeting.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

##### Description

- ▣ UPSET Lease Agreement
- ▣ UPSET Exhibit A
- ▣ UPSET Insurance



## LEASE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **UPPER PENINSULA SUBSTANCE ENFORCEMENT TEAM**, of P.O. Box 86, Marquette MI 49855, hereinafter "LESSEE".

### Recitals

- A. Lessor is the owner of the City Hall building, located at 300 W. Baraga Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee office space, meeting rooms, a lounge and a training room as shown in Exhibit "A" located in the lower level of the City Hall building in accordance with the terms and conditions contained herein.

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

### **1. Leased Premises**

- 1.1 Lessor leases to Lessee the space ("Premises") as shown in Exhibit "A".
- 1.2 Lessee agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations at Lessee's cost, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.
- 1.3 Lessee shall have access to the Premises during all hours that City Hall is open to the public, and shall have access to the Premises during non-public hours only from the lower/"Police Station" entrance to the building.
- 1.4 Lessee shall not install any signage within the Premises or outside or within the City Hall building without approval from Lessor, consistent with Lessor's City's sign ordinance. In the event Lessee installs any signage within the Premises or outside or within the City Hall building, lessee shall dismantle, dispose of and restore any damaged areas caused by signage at the end of the Lease term.

### **2. Term of Lease**

- 2.1 The term of this Agreement shall be for a period of three (3) years beginning February 23, 2021 and ending February 22, 2024; and may be renewed by written mutual consent of the parties for (3) year terms upon terms and conditions as agreed upon by the parties.

### **3. Rent**

- 3.1 The monthly rental amount shall be \$750.00 due in advance on the first day of each month.
- 3.2 Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.

- 3.3 The rental amount is subject to annual reviews by Lessor and may be increased upon written consent of the parties.

#### **4. Use of Leasehold Premises**

- 4.1 Lessee shall use the Premises only for Law Enforcement operations, and not for any purpose that would:

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

- 4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws as needed to comply with Lessee's intended use of the Premises.

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

- 5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same, rules providing for safety and maintenance, and changes in the layout of common areas.
- 5.2 Lessee, upon the written approval of the Lessor's Chief of Police or his designee, shall also have non-exclusive right (this right to be shared with Lessor's Police Department) to use all common areas within the Police Department and to use shared storage areas within Lessor's Police Department.



## **6. Maintenance and Repair**

- 6.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee on the Premises and on or in the City Hall building Arena. All signage approved by Lessor shall be maintained in good condition and repair, and shall be removed by Lessee no later than 15 days following termination of the Lease term without causing damage to the Premises or the City Hall building.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

## **7. Insurance and Indemnity**

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the City Hall building and contents therein.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of the City Hall building by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death; not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of or occupancy of the Premises.

## **8. Damage by Fire or Other Causes**

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

## **9. Assignment/Subletting**

- 9.1 Lessee may assign or sublet the Premises upon written approval by Lessor's Chief of Police or his designee.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

## **10. Use of Premises by Lessor**

- 10.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the of purpose inspecting, maintaining, installation, operation and repair services.
- 10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.

## **11. Covenant of Quiet Enjoyment**

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

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

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



### **13. Default by Lessee**

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

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

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

### **15. Miscellaneous**

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

LESSOR  
CITY OF MARQUETTE


\_\_\_\_\_  
Jennifer A. Smith, Mayor

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

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
L. Michael Angeli, City Manager

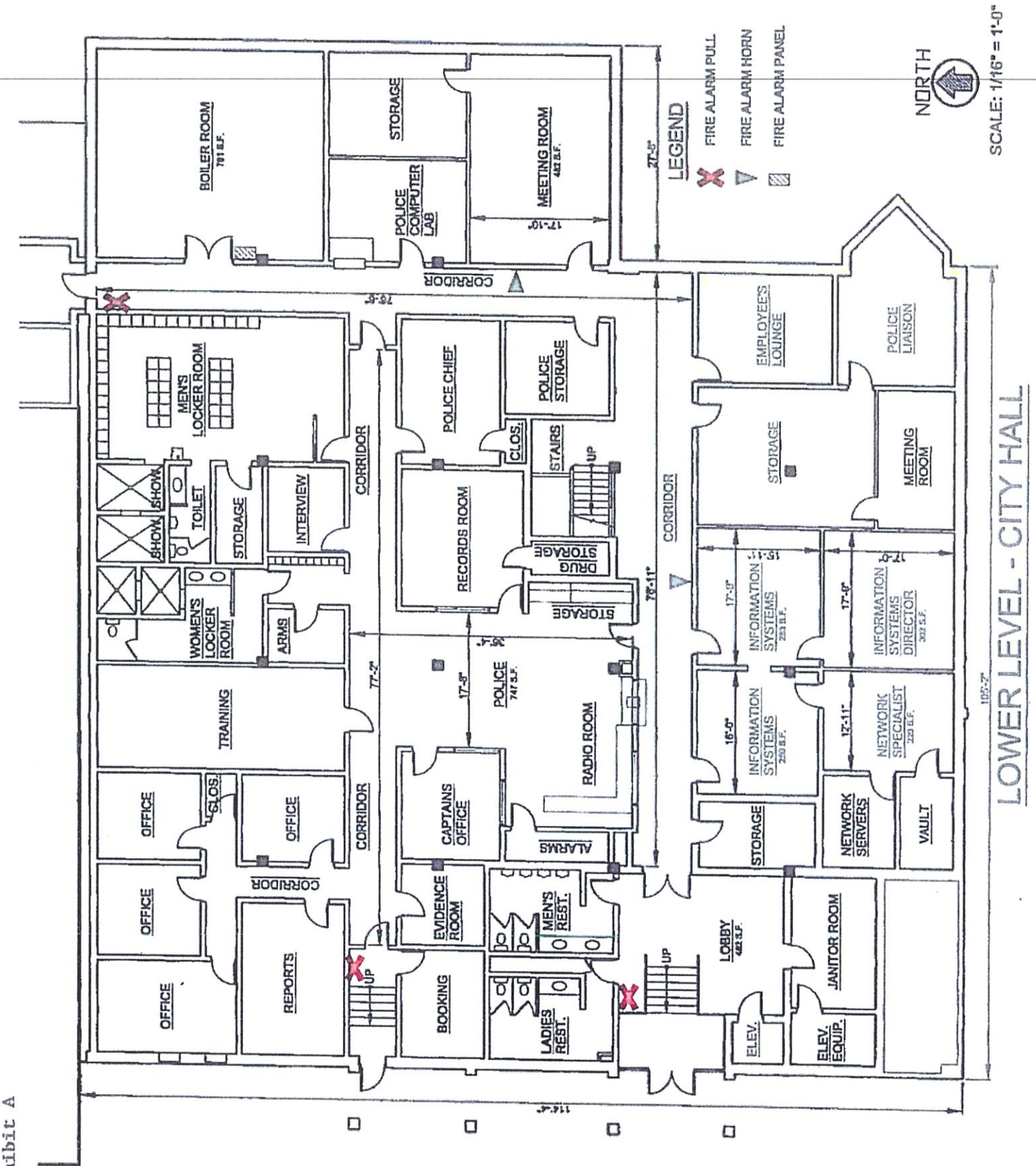
LESSEE  
UPPER PENINSULA SUBSTANCE  
ABUSE TEAM

  
\_\_\_\_\_  
By: Timothy Sholander, D/Lt.  
Its:

APPROVED AS TO FORM:

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





INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**TAILORED PROTECTION POLICY DECLARATIONS**

AGENCY MCNAMARA INSURANCE AGENCY INC  
01-0763-00 MKT TERR 001 989-732-6471

Renewal Effective 11-13-2020

**POLICY NUMBER 024670-33134726-20**

INSURED UPPER PENINSULA SUBSTANCE  
ENFORCEMENT TEAM ('UPSET')

Company Use 33-46-MI-0211

ADDRESS PO BOX 86

Company  
Bill

**Policy Term**

12:01 a.m. 12:01 a.m.  
11-13-2020 to 11-13-2021

MARQUETTE MI 49855-0086

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

**COMMON POLICY INFORMATION**

**Business Description:** Offices

**Entity:** Not For Profit

**Program:** Special

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$1,073.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$310.00
<b>TOTAL</b>	<b>\$1,383.00</b>
<b>PAID IN FULL DISCOUNT</b>	<b>\$138.00</b>
<b>TOTAL POLICY PREMIUM IF PAID IN FULL</b>	<b>\$1,245.00</b>

**THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):  
IL0017 (11-85) 55000 (07-12) 59390 (11-20)

**THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.**



Auto-Owners Ins. Co.

Issued 10-07-2020

 AGENCY MCNAMARA INSURANCE AGENCY INC  
 01-0763-00 MKT TERR 001

 Company POLICY NUMBER 024670-33134726-20  
 Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

54104 (07-87)

**COMMERCIAL PROPERTY COVERAGE****Coverages Provided**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

**LOCATION 0004 - BUILDING 0001****Location:** 300 W Baraga Ave, Marquette, MI 49855-4712**Secured Interested Parties:** None**Rating Information**

Territory: 520

County: Marquette

Program: Special

Construction: Masonry

Protection Class: 04

Class Code: 0702

Class Rate - Pers Prop: 0.214

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PERSONAL PROPERTY			\$27,540		
Causes of Loss					
Basic Group I	90%	\$500		0.166	\$46.00
Basic Group II	90%	\$500		0.082	\$23.00
Special	90%	\$500		0.154	\$42.00
Theft	90%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.017					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$500	\$10,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0022 (05-87)	59350 (01-15)	64224 (01-16)
54855 (09-18)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64298 (01-18)	64299 (01-18)	59390 (11-20)

**COMMERCIAL PROPERTY COVERAGE - LOCATION 0004 SUMMARY**

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	\$1.00
<b>LOCATION 0004</b>	<b>\$112.00</b>

**LOCATION 0005 - BUILDING 0001****Location:** 410 Ludington St, Escanaba, MI 49829-3924**Secured Interested Parties:** None

Auto-Owners Ins. Co.

Issued 10-07-2020

 AGENCY MCNAMARA INSURANCE AGENCY INC  
 01-0763-00 MKT TERR 001

 Company POLICY NUMBER 024670-33134726-20  
 Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

**Rating Information**

Territory: 210

County: Delta

Program: Special

Construction: Masonry

Protection Class: 04

Class Code: 0702

Class Rate - Pers Prop: 0.214

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PERSONAL PROPERTY			\$21,640		
Causes of Loss					
Basic Group I	90%	\$500		0.232	\$50.00
Basic Group II	90%	\$500		0.086	\$19.00
Special	90%	\$500		0.167	\$36.00
Theft	90%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.017					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$500	\$10,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0022 (05-87)	59350 (01-15)	64224 (01-16)
54855 (09-18)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64298 (01-18)	64299 (01-18)	59390 (11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0005 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	\$1.00
LOCATION 0005	\$106.00

**LOCATION 0006 - BUILDING 0001**

Location: 1715 Sheridan Rd, Escanaba, MI 49829-1800

Occupied As: Pole Building

Secured Interested Parties: None

**Rating Information**

Territory: 210

County: Delta

Program: Special

Construction: Frame

Protection Class: 04

Class Code: 0567

Class Rate - Building: 0.299

Class Rate - Pers Prop: 0.457

Auto-Owners Ins. Co.

Issued 10-07-2020

 AGENCY MCNAMARA INSURANCE AGENCY INC  
 01-0763-00 MKT TERR 001

 Company POLICY NUMBER 024670-33134726-20  
 Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$34,000		
Causes of Loss					
Basic Group I	90%	\$500		0.321	\$109.00
Basic Group II	90%	\$500		0.183	\$62.00
Special	90%	\$500		0.168	\$57.00
Theft	90%	\$500			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.000					
Replacement Cost					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$500	Incl in Bldg Limit		Included
Coverage B-Demolition		\$500	\$10,000		Included
Coverage C-Increased Cost		\$500	\$10,000		Included
PERSONAL PROPERTY			\$33,560		
Causes of Loss					
Basic Group I	90%	\$500		0.454	\$152.00
Basic Group II	90%	\$500		0.076	\$26.00
Special	90%	\$500		0.142	\$48.00
Theft	90%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.017					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$500	\$10,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	IL0022 (05-87)	59350 (01-15)	64224 (01-16)
54855 (09-18)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64299 (01-18)	64298 (01-18)	59390 (11-20)

**COMMERCIAL PROPERTY COVERAGE - LOCATION 0006 SUMMARY**

TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390

LOCATION 0006

**PREMIUM**

\$5.00

**\$459.00****LOCATION 0007 - BUILDING 0001**

Location: 1930 Us Highway 41 W, Marquette, MI 49855-3269

Secured Interested Parties: None

Auto-Owners Ins. Co.

Issued 10-07-2020

 AGENCY MCNAMARA INSURANCE AGENCY INC  
 01-0763-00 MKT TERR 001

 Company POLICY NUMBER 024670-33134726-20  
 Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

**Rating Information**

Territory: 520

County: Marquette

Program: Special

Construction: Frame

Protection Class: 04

Class Code: 0567

Class Rate - Building: 0.299

Class Rate - Pers Prop: 0.457

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$59,600		
Causes of Loss					
Basic Group I	100%	\$500		0.164	\$98.00
Basic Group II	100%	\$500		0.131	\$78.00
Special	100%	\$500		0.096	\$57.00
Theft	100%	\$500			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.000					
Replacement Cost					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$500	Incl in Bldg Limit		Included
Coverage B-Demolition		\$500	\$10,000		Included
Coverage C-Increased Cost		\$500	\$10,000		Included
PERSONAL PROPERTY			\$53,650		
Causes of Loss					
Basic Group I	100%	\$500		0.186	\$100.00
Basic Group II	100%	\$500		0.040	\$21.00
Special	100%	\$500		0.071	\$38.00
Theft	100%	\$500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.017					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$500	\$10,000		Included

## Forms that apply to this building:

59350 (01-15)	54835 (07-08)	IL0003 (07-02)	IL0022 (05-87)	64224 (01-16)
54855 (09-18)	59325 (12-19)	64326 (07-19)	CP0090 (07-88)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64299 (01-18)	64298 (01-18)	59390 (11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0007 SUMMARY				PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390				\$4.00
LOCATION 0007				\$396.00

Auto-Owners Ins. Co.

Issued 10-07-2020

AGENCY MCNAMARA INSURANCE AGENCY INC  
01-0763-00 MKT TERR 001Company POLICY NUMBER 024670-33134726-20  
Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

55040 (11-87)

**COMMERCIAL GENERAL LIABILITY COVERAGE**

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You (Fire Damage)	\$50,000 Any One Premises
Medical Payments	\$5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

**AUDIT TYPE:** Non-Audited

Forms that apply to this coverage:

55405 (07-08)	59350 (01-15)	CG0168 (10-92)	IL0017 (11-85)	55146 (06-04)
IL0021 (07-02)	CG2106 (05-14)	CG2152 (04-13)	CG0001 (04-13)	55513 (05-17)
CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)	IL0286 (04-17)	CG2132 (05-09)
CG2147 (12-07)	55885 (05-17)	59325 (12-19)	59390 (11-20)	

**LOCATION 0004 - BUILDING 0001****Location:** 300 W Baraga Ave, Marquette, MI 49855-4712**Territory:** 006**County:** Marquette

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Buildings Or Premises - Office Premises Occupied By Employees Of The Insured - Other Than Not-For Profit	61224	Prem/Op Prod/Comp Op	Area 1,500 1,500	Each 1000 57.216 1.555	\$86.00 \$2.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0004 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$1.00
<b>LOCATION 0004</b>	<b>\$89.00</b>

**LOCATION 0005 - BUILDING 0001****Location:** 410 Ludington St, Escanaba, MI 49829-3924**Territory:** 006**County:** Delta

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Buildings Or Premises - Office Premises Occupied By Employees Of The Insured - Other Than Not-For Profit	61224	Prem/Op Prod/Comp Op	Area 720 720	Each 1000 57.216 1.555	\$41.00 \$1.00

Auto-Owners Ins. Co.

Issued 10-07-2020

 AGENCY MCNAMARA INSURANCE AGENCY INC  
 01-0763-00 MKT TERR 001

 Company POLICY NUMBER 024670-33134726-20  
 Bill 33-46-MI-0211

INSURED UPPER PENINSULA SUBSTANCE

Term 11-13-2020 to 11-13-2021

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0005 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	INCLUDED
LOCATION 0005	\$42.00

**LOCATION 0006 - BUILDING 0001**

Location: 1715 Sheridan Rd, Escanaba, MI 49829-1800

Territory: 006

County: Delta

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Buildings Or Premises - Office Premises Occupied By Employees Of The Insured - Other Than Not-For Profit	61224	Prem/Op Prod/Comp Op	Area 1,200 1,200	Each 1000 57.216 1.555	\$69.00 \$2.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0006 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$1.00
LOCATION 0006	\$72.00

**LOCATION 0007 - BUILDING 0001**

Location: 1930 Us Highway 41 W, Marquette, MI 49855-3269

Territory: 006

County: Marquette

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Buildings Or Premises - Office Premises Occupied By Employees Of The Insured - Other Than Not-For Profit	61224	Prem/Op Prod/Comp Op	Area 1,800 1,800	Each 1000 57.216 1.555	\$103.00 \$3.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0007 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$1.00
LOCATION 0007	\$107.00

## **City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date: 2/8/2021**

### **Unfinished Business**

#### **RFP 21-01: City Manager Search Consultant Award**

##### **BACKGROUND:**

On Dec. 1, City Manager Mike Angeli provided to the Mayor and City Commission his letter of intent to retire on May 31, 2021. Since the City Manager reports directly to the City Commission, the Mayor proposed a subcommittee of three City Commissioners be formed to develop a process to use for filling the upcoming vacancy. The subcommittee was formed by Commission action on Dec. 4, 2020 with the charge to review options for the City Manager replacement process and to put forward a recommendation for approval by the full Commission.

Since that time, the subcommittee consisting of Commissioners Davis, Mayer and Stonehouse has met and determined it would be in the best interest of the City to seek proposals for executive recruitment services by hiring a consultant. An RFP was advertised seeking these services with a required response deadline of January 22<sup>nd</sup>.

The subcommittee received six responses and met to review and evaluate the proposals received. The subcommittee recommends Walsh Municipal Services, LLC based on their scope of services, proposed process, favorable references and expertise in executive recruitment in municipal government in Michigan.

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

Walsh Municipal Services, LLC has a not-to-exceed cost for services of \$15,800. The cost for candidate travel may be brought back to the Commission for approval at a future date as needed. This cost will require a budget adjustment.

##### **RECOMMENDATION:**

Approve the selection of Walsh Municipal Services, LLC of Okemos, Mich. as the City Manager Search Consultant, authorize the Mayor and Clerk to sign the Professional Services Contract and approve the corresponding budget adjustment.

##### **ALTERNATIVES:**

As determined by the Commission.

##### **ATTACHMENTS:**

Description

- ▣ Walsh Municipal Services Proposal

▢ Professional Services Contract





January 21, 2021

Dear Commissioner Davis, Commissioner Mayer and Commissioner Stonehouse,

Thank you for the opportunity to submit my firm's credentials to lead your looming city manager search. As with all our Michigan clients, my firm will exceed your expectations as outlined the Marquette Request For Proposal.

Since 1997, Walsh Municipal Services, LLC has been serving Michigan communities with their recruitment needs. We pride ourselves on unparalleled customer service, excellent communication, modest fees and most importantly, finding Marquette the "right fit". Education and experience are important, but our focus is more on "fit".

We hope you will have the time to reach out to our clients across the Mitten State. This year we were chosen to serve every corner of the state from Marquette Township to Saginaw to Saline to Frankenmuth to Saugatuck. If you do not have the time to speak with our clients directly, I invite you to check out our website at [www.walshmuni.com](http://www.walshmuni.com)

Our process is comprehensive, and we guarantee our results. We begin with an intensive interview process of community stakeholders. Typically, we interview the entire City Commission, department leaders and key community stakeholders. Following the interviews, we publish an inviting Community Profile. The profile is used to draw national attention to Marquette. We want our candidates to be aware of the community right down to the details of the Cliffs-Dow site. We have included our Saugatuck City Manager, and City of Frankenmuth DDA Director community profiles as examples of how the City of Marquette will be represented to potential candidates.

Following the publication of the profile, we use our 30 years of Michigan local government experience to begin recruiting the "right fit" for Marquette. We also have national connections and actively recruit throughout the country. In fact, the new Saugatuck City Manager is currently a manager in Wisconsin. Our firm handles all aspects of the recruitment. From the stakeholder interviews to the appointment of your new city manager. Our job is to manage the recruitment for you. We take this responsibility seriously.

We are more than prepared to assist you in the process. Regardless of which firm you choose, I wish you well in the process.

Sincerely,

Frank L. Walsh, President  
Walsh Municipal Services, LLC

# CITY OF MARQUETTE



## CITY MANAGER SEARCH REQUEST FOR PROPOSAL 2021

*"Frank's service was unparalleled.  
He led our city manager search with  
passion and high energy."*

**Karen F. Dunigan**  
Former Mayor,  
City of Jackson, MI

**Walsh Municipal Services, LLC**  
Frank L. Walsh, President  
2637 Elderberry Dr. Okemos, MI 48864

Cell: 517-920-0134  
Email: [walshmuni@gmail.com](mailto:walshmuni@gmail.com)  
Website: [www.walshmuni.com](http://www.walshmuni.com)

## **Firm Introduction**



***"Frank's recruitment process is unmatched. We considered all the firms in Michigan. For the second time, we unanimously chose Walsh Municipal Services."***

***- Matt Waligora, Mayor of Alpena, Michigan.***

***"Frank Walsh was exactly the person that we needed to help us with our search for a City Manager. He did his research and took the time to learn about our community and solicited feedback from community members. His process was very facilitative."***

***– Garnet Lewis, Mayor Pro Tem, City of Saugatuck.***

***"We could not have hired a better individual to assist us on our Ada Township Manager search. Excellent expertise. I would highly recommend Walsh Municipal Services. A 10 !!"***

***– Bob Proos, Township Trustee, Ada Township***

Walsh Municipal Services was founded in 1997 in St. Joseph, Michigan. The firm is based out of Okemos, Michigan and serves communities throughout the Great Lakes State. Since 1997, our firm has created a reputation of reasonable fees, unparalleled services, and a 100% success rate.

# **SCOPE OF SERVICES**

## **The Selection**

Walsh Municipal Services (WMS) is prepared to initiate the City of Marquette search process immediately following the City Commission selection in February of 2021.

## **The Community Profile**

Following key stakeholder interviews, WMS will carefully prepare the City of Marquette Community Profile. WMS does not use a cookie-cutter approach. We will prepare a Community Profile that embodies the history of the City of Marquette. Marquette is a premier Michigan community with the award-winning Marquette Area Public Schools. We expect to draw an extremely deep talent pool.

## **Strategy and Schedule**

WMS will help develop a strategy and schedule for the City Manager process. Our strategy will identify the channels, both print and internet based, in which the position will be advertised.

## **Candidate Qualifications**

WMS will review resumes for background qualifications and conduct preliminary telephone interviews with the best 8-10 candidates. The phone interviews, or in-person interviews, will delve into each applicant's experience and credentials to serve the City of Marquette. WMS will provide a written summary of our findings.

## **Reference Reviews**

WMS will evaluate each candidate for serious consideration by conducting in-depth reference checks with individuals who are in, or have been in, a position to carefully and professionally critique their past performance. A short list of candidates will be presented to the City Commission for their consideration.

## **Reference Review Mitigation**

As with every search conducted by WMS, if politically sensitive or potentially embarrassing issues arise, WMS is skilled to take the necessary time to study and provide City officials a clear picture of the issue. If you reach out to our clients, you will note WMS handles this type of findings with tact and diplomacy.

## **Personalized Candidate Interview Process**

WMS will provide City officials with a recommended process for coordinating interviews. WMS accepts full responsibility for scheduling interviews, preparing interview booklets, and attending interviews.

## **Final Candidate Review**

WMS will debrief City officials following interviews and identify additional candidates if necessary. However, WMS has a 100% placement record and our firm takes pride in getting it "right" the first time.

# **SCOPE OF SERVICES CONT'D**

## **Detailed Candidate Background Checks**

WMS will verify selected candidates educational and employment background, financial/credit, newspaper research, social media and coordinating criminal and civil litigation checks. Our firm uses retired East Lansing Internal Affairs Director Ken Ouellette to perform a thorough background check. However, the community reserves the right to select their own investigator.

## **Notify Candidates Not Selected**

WMS prides itself in its communication skills. This not only includes the City Commission, but also candidates who were not selected to serve the City. WMS handles these communications with tact and respect.

## **Structuring Candidate Offer**

WMS has been involved in each search it has completed in recommending and developing offers of employment and compensation packages. We will work to structure any offer to be consistent with the goals of the City Commission.

## **Communication and Updates**

No business is successful without constant communication with its clients. WMS will provide the City with regular written status reports and keep candidates engaged and apprised of their status. WMS will work hard to retain all candidates during the recruitment process.

## **Five City Meetings**

WMS will conduct up to five (5) meetings with City officials to include developing community profile and recruitment brochure, review candidates and others as determined by City officials. We expect to travel to Marquette for the stakeholder meetings and final interviews.

## **Recruitment Brochure**

WMS is uniquely qualified to draft an enticing recruitment brochure. We have attached a copy of our recent community profile for the City of Saline. The recruitment brochure is a key ingredient in the search process. The City of Saline search process was extremely successful.

## **WMS "Promise" – 1 Year Guarantee**

WMS provides a guaranteed level of service. While it is important to note our firm has a 100% placement record, there is always the possibility of the relationship not working out. WMS will redo the City of Marquette recruitment, at no cost, if your selected candidate fails to be employed by your community for a 1-year period beyond the effective starting date.



# **THE PROPOSED SCHEDULE**

**In summary, WMS provides a thorough recruitment process and offers the following detailed schedule (subject to change by City Commission):**

**FEBRUARY 2021 - FIRM SELECTION BY CITY COMMISSION**

**FEBRUARY 1-28, 2021 - COMMUNITY STAKEHOLDER MEETINGS; INTERVIEWS WITH CITY COMMISSION**

**MARCH 8, 2021 – CITY COMMISSION APPROVES CANDIDATE PROFILE**

**MARCH 12, 2021 - JOB ANNOUNCEMENT POSTED ON MULTIPLE SITES**

**MARCH 12, 2021 – APRIL 9, 2021 - RECRUITMENT PERIOD**

**APRIL 9, 2021 - DEADLINE TO APPLY**

**APRIL 17, 2021 – CITY COMMISSION MEETS IN CLOSED SESSION TO REVIEW CANDIDATES**

**APRIL 19, 2021 – CITY COMMISSION ANNOUNCES 5 FINALISTS**

**MAY 2, 2021 - PUBLIC INTERVIEWS**

**MAY 3 – MAY 10, 2021 - FINAL BACKGROUND CHECK**

**MAY 10, 2021 – CITY COMMISSION APPROVES NEW MANAGER/CONTRACT**



# **EXPERIENCE AND RESULTS**

## **Village of Suttons Bay** (population 687)

Village Manager

**Reference, Ms. Colleen Christensen, President Pro tem, 231-620- 9367;  
colleen@traversechildrenshouse.org.**

## **City of Saugatuck** (population 900)

City Manager

**Reference, Mr. Mark Bekken, Mayor, 616-218-0149  
mbekken@saugatuckcity.com**

## **City of Alpena** (population 10,483)

City Manager

**Reference, Mr. Matt Waligora, Mayor, 989-766-3557;  
mattwa@alpena.mi.us**

## **Saginaw Charter Township** (population 40,840)

Township Manager

**Reference, Ms. Shiley Wazny, Clerk, 989-791-9800;  
swazny@saginawtownship.net**

## **Ada Township** (population 15,350)

Township Manager

**Reference, Mr. Bob Proos, Trustee,  
bobproos@servantfire.com**

## **City of Saline** (population 8,350)

City Manager

**Reference, Mr. Brian Marl, Mayor, 734-429-4440  
brianmarl@gmail.com**



# **RECRUITMENT - RESUME**



**Mr. Walsh's contact information is provided on the title page of the submittal. He is available at any time throughout the recruitment and will communicate to the designated city contact on a weekly basis, or much more often if desired. Communication is the hallmark of WMS.**

**His resume includes the following:**

- 24 years of municipal recruitment
- 29 years of service to Rotary Club, Past President, Paul Harris Fellow
- 19 years as a Junior Achievement Volunteer
- Master's Degree in Public Administration
- Awarded the Outstanding Leader Award by the Michigan Municipal League
- Awarded the Outstanding Service Award Michigan Municipal Executives
- 36 years of municipal management experience
- Volunteer youth coach (baseball-tennis-football-volleyball)
- Conference speaker at MTA, MML, MCMA, MME, AND ICMA
- Founder of Catossa, Oklahoma Tornado Relief Fund
- Founder of the Lucy and Hugh Mizelle College Scholarship Fund
- 100% Placement Record leading WMS



# **RECRUITING AND IDENTIFYING CANDIDATES**

The recruitment process goes well beyond key stakeholder interviews, drafting a community profile, a candidate questionnaire and preliminary phone interviews. Our firm adopts the community as our own. We become your biggest cheerleader.

Beyond the normal recruiting process, you can expect WMS to make personal contact with hundreds of potential candidates throughout the state and country.

**With passion and energy, the City of Marquette will be an “easy sell” to potential candidates.**



# **BENEFITS OF WALSH MUNICIPAL SERVICES**

**WMS sets the bar high. We are not a large firm, but we do offer the City of Marquette the following large firm benefits:**

- Unparalleled Commitment beginning February of 2021.
- 100% guaranteed satisfaction
- 24 years of recruitment experience
- Knowledge and appreciation of the City of Marquette and Marquette County
- Timely and consistent communication....the City Commission will be kept informed
- Competitive fees
- No hidden costs....no surprises
- Responsive customer service.....7 days a week
- References that will speak to our success rate
- We will present you with a strong field of finalists
- A new City Manager appointed by May 10, 2021
- Service Beyond Hiring



# **COST PROPOSAL**

**Walsh Municipal Services will provide all requirements of the Marquette Request For Proposal and extend a one year guarantee for a fee of \$12,800.**

The additional costs are as follows: Comprehensive Background Check (\$500), Travel Expenses (\$1,500) and publication costs (\$1,000). **The not-to-exceed total cost for services is \$15,800.**

Conduct 15-20 preliminary key stakeholder interviews.

Develop community profile that is a culmination of meetings with stakeholders, elected officials, and staff.

Draft and post job announcements through multiple print and internet-based sources.

Recruit a **diverse** and **talented** field of candidates.

In addition to resumes, provide a candidate questionnaire, which will be made available to the City Commission at the time the governing body reviews candidates.

Conduct lengthy, preliminary phone interviews with top candidates.

Complete responsible in-depth reference checks for top candidates.

Prepare candidates and City Commission for public interviews.

Meet with the City Commission to review top candidates.

Prepare interview questions that encompass the City of Marquette community and qualifications sought by the City Commission.

Handle necessary travel plans.

Assist the City Attorney in contract negotiations.

Service beyond the selection.

# **SUMMARY**

We want to thank you for the opportunity to submit our credentials as you begin the process to choose your next City Manager. As you know, in many ways, this is one of the most important decisions you will make as an elected official. WMS will work with great passion, ethics, and determination to help you find the “right fit.” Our firm hopes that after talking to our Michigan client base, you will select WMS for the City of Marquette.

Our firm is based on simple principles. Work hard, follow through and commit to excellence. There are many great firms in Michigan to choose from. We desire to be your firm of choice. Best wishes as you move forward.

**Please contact us directly if you have any questions.**

Frank L. Walsh, President  
Walsh Municipal Services  
2637 Elderberry Drive  
Okemos, Michigan 48864  
517-920-0134  
[Walshmuni@gmail.com](mailto:Walshmuni@gmail.com)





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# CITY OF SAUGATUCK

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## COMMUNITY PROFILE - CITY MANAGER SEARCH 2020



**“We welcome your interest in joining our world-class city. Saugatuck offers small town charm with an urban flavor.” Mayor Ken Trester**

**Apply:** Send Cover Letter, Resume, and Five (5) Professional References to:  
[walshmuni@gmail.com](mailto:walshmuni@gmail.com)



## **WELCOME TO SAUGATUCK**

Located in Allegan County along the alluring shoreline of Lake Michigan and the Kalamazoo River, Saugatuck, Michigan welcomes your keen interest in serving as our next City Manager. With a year-round population of 945, Saugatuck blossoms to 25,000 daily visitors during the bustling summer and fall seasons. People from all over the state and Midwest have a special place in their heart for Saugatuck.

Saugatuck is best known for our unending waterfront and vibrant downtown. From the winding Kalamazoo River to the harbor and Lake Michigan, recreational opportunities are everywhere. You can grab a kayak or canoe, ride atop a double-decker paddle boat or charter a fishing trip all in one day. The unsalted water of Lake Michigan is awaiting your arrival. Every year, 325,000 visitors enjoy Oval Beach, which have been acclaimed among the “Top 25 Beaches in the World”.

Downtown Saugatuck is truly what separates Saugatuck from just another community. Our award-winning downtown experience offers outdoor gear, fine jewelry, Michigan-made gourmet foods, fine and casual dining, art galleries, home goods and some of the best sweets in the country. Frequent visitors to Saugatuck know when it comes to retail experiences, Saugatuck wins the Blue Ribbon.

Beyond our glamorous waterfront and panoramic downtown, Saugatuck offers miles of trails for outdoor enthusiasts. Residents and visitors can explore the gently rolling dunes and shoreline at the Saugatuck Natural Harbor Area. For the real experience, you can challenge yourself to a steep climb up and down Mt. Baldhead and be rewarded with an unbelievable view of Lake Michigan.

As they say, Saugatuck has something for everyone. The front door to our community is always open. Come and explore Lake Michigan’s premier community. Once you visit, you’ll want to stay!



Photo by Erin K. Wilkinson



Photo by Erin K. Wilkinson



## **SAUGATUCK'S RICH HISTORY AND THE BIG PAVILION**

Saugatuck was first settled in 1830 by William Butler, although it was not originally called Saugatuck. About three or four years later, Singapore was settled nearby at the mouth of the Kalamazoo River.

From 1834 to about 1875, lumbering and shipbuilding mushroomed. There was a massive demand for lumber following the 1871 Chicago fire and the area was clear cut, an environmental disaster. With the forest gone, the winds blew. The wind blew the sand and the sand piled up. It began to bury the once bustling town. As many as ten buildings in Saugatuck are documented to have been relocated from Singapore. Eventually, Singapore was buried under the sand. Directly outside of Saugatuck City Hall is a historical marker which tells the founding and demise of Singapore.

The city was founded officially in 1868 and a post office was established. In 2018, the community rallied to celebrate 150 years of Saugatuck. The grand celebration was held in conjunction with the Fourth of July.



### **The Big Pavilion**

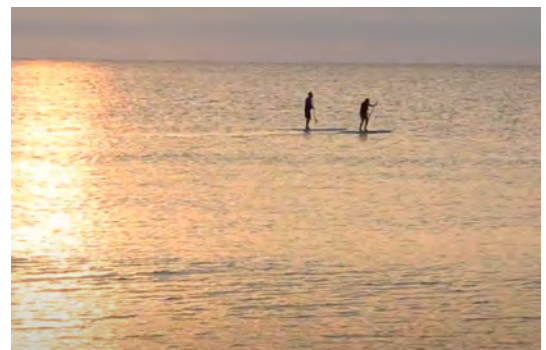
In the early 20th century, Saugatuck was home to the famous Big Pavilion, a large dance hall that attracted large bands and visitors from across the Midwest. Erected out of wood and tar, on July 4, 1909, the majestic Big Pavilion stood three stories high with a 6,600 square foot dance floor. Equipped with its own power station, the waterfront pavilion had 10,000 outdoor decorative lights. The Big Pavilion was the center of Saugatuck life for a half of a century.

In 1960, a devastating fire destroyed the community jewel.



## **OPPORTUNITIES AND CHALLENGES**

- Complete the Park Street to Mt. Baldhead Paving Project
- Work with local donors and staff to complete the Wicks Park Riverfront Bandshell Project
- Review the current Saugatuck Capital Improvement Plan and develop a financial model to determine a 5 Year and 10 Year execution
- Work with the community, City Council and staff to determine the immediate and long term needs of the 140-year-old Saugatuck City Hall
- Be a visible leader within City Hall and Downtown Saugatuck
- Work with state and local officials on an immediate plan to address the Milfoil issue in and around Kalamazoo Lake
- Be not only a strong leader for the City of Saugatuck, but build successful and sustainable relationships with our partners in Douglas and Saugatuck Township
- Be a quick study on the prevailing issue of high water levels and the damaging effects of erosion
- Work with staff for mandated improvements at Mt. Baldhead Park including stair replacement and removal of the Radar Building
- Take the time to understand the community dynamics of what makes Saugatuck uniquely special



## WHY SAUGATUCK?

- It's simple.....one of Michigan's Premier Cities
- Abundance of pristine waterfront from Lake Michigan to the Kalamazoo River
- Downtown Saugatuck is vibrant, eclectic and draws hundreds of thousands of visitors every year
- Oval Beach.... Saugatuck's Pride
- The 173-acre Saugatuck Harbor Natural Area.....a must see
- A Dedicated and Talented City Hall Team....they will help you be successful
- The Saugatuck Historic District.....we care for our history
- Named one of the 10 All-Star Beach Towns by Coastal Living Magazine
- Music Festivals, World-Class Concerts and Art Exhibits
- Saugatuck is home to some of the top Art Galleries in Michigan
- Our Community is Welcoming, Safe and Friendly
- Proximity to Grand Rapids' Nightlife and Premier Health Care
- The Small Town Life with a Bustling Urban Feel
- A Community that Embraces Pride and Diversity



Photo by Erin K. Wilkinson



## **THE RIGHT FIT**

*The Saugatuck City Council and staff are searching for a leader who will be more than a City Manager, we are focused on the “Right Fit”. Education and experience matter, but understanding and embracing our culture will be paramount as we choose our next City Manager.*



The ideal candidate will bring the following personal characteristics and traits:

Be a bridge builder throughout the Tri-Community

Have a thick skin....brush things off easily

Be visible, embrace and foster relationships with elected officials, our neighbors, our staff and our merchants

Be more than an 8-5 office manager.....attend festivals and community events



Bring a high level of resourcefulness to the position.....we operate with a limited staff

Create a sustainable work-life balance....take time for yourself

Be apolitical....see the City Council as One

Accept constructive criticism and use the experience to expand your foundation

Be a problem solver, articulate and driven

Trust our talented staff; we do not seek a micromanager

Be positive, upbeat and confident in all aspects as our leader

Bring established relationships with state officials to further Saugatuck's interests



## **CITY MANAGER VACANCY AND CITY SERVICES**

The previous City Manager served the city for 14 years and recently left for another career opportunity. The City Manager reports to a seven member City Council who are elected with staggered terms. With the November 3, 2020 election, four seats are up for re-election with eight candidates on the ballot. In late November, the newly elected City Council will select finalists and ultimately their new City Manager. The City operates under the Council-Manager form of government with the City Manager directly responsible for daily operations. The City Council is a policy-making group with direct oversight of the City Manager's performance.

The City of Saugatuck has a rich history of successful city managers. The relationship between the manager and council has been stable.

### **Fire Operations**

Under the direction of Chief Greg Janik, the Saugatuck Fire District responds to approximately 1000 calls per year for service. The department provides automatic aid to their immediate neighbors and mutual aid throughout Allegan County. The communities of Douglas, Saugatuck and Saugatuck Township comprise the District. A seven member Fire Board, consisting of members from the three communities, serve as the governing body.

### **Police Services**

Under the direction of Lieutenant Brett Ensfield, the City of Saugatuck receives their law enforcement coverage from the Allegan County Sheriff's Office. On average, the county responds to approximately 1200 calls for service per year through the four deputies assigned to Saugatuck.

### **Public Works**

Under the direction of Superintendent Scott Herbert, the City of Saugatuck operates a full-service public works department. In addition to maintaining city infrastructure of parks, streets, buildings and beaches, the department regularly schedules brush and leaf pick up, an annual Spring Clean Up, and keeps the streets free of snow. Trash and Recycling services are single sourced through Republic Services. The water and sewer functions are performed by the Kalamazoo Lake Sewer and Water Authority. The public utility provides drinking water and sanitary sewer service to the region.

**TOP 10 STATEMENTS RESIDENTS USE TO DESCRIBE OUR CITY**



Photo by Erin K. Wilkinson



- WELCOMING
- DIVERSE AND INCLUSIVE
- HIGHLY EDUCATED
- SMALL TOWN WITH URBAN FEEL
- FAIR-MINDED
- GENEROUS
- PASSIONATE
- TOURIST MECCA
- SAFE AND FRIENDLY
- FLOURISHING

We expect our new City Manager to embrace our quality of life. Saugatuck is a world-class destination that embraces everyone with Pride, Passion and Inclusion.



## **THE SAUGATUCK PROCESS**

**DEADLINE TO APPLY:** NOVEMBER 13, 2020

Please submit a cover letter, resume, and five professional references to Frank L. Walsh, Walsh Municipal Services, LLC. Applications will be received at [walshmuni@gmail.com](mailto:walshmuni@gmail.com). Please indicate on your cover letter whether you desire confidentially as allowed under the Michigan Open Meetings Act. The City of Saugatuck encourages diversity, equity and inclusion and is an Equal Opportunity Employer.



**Photo by Erin K. Wilkinson**

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# CITY OF FRANKENMUTH

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## COMMUNITY PROFILE – DDA EXECUTIVE DIRECTOR SEARCH 2021

“We welcome your interest in joining the Frankenmuth team. We have unbridled passion about everything Frankenmuth”. DDA Chair Wayne Bronner



**Apply:** Send Cover Letter, Resume, and Five (5) Professional References to: [walshmuni@gmail.com](mailto:walshmuni@gmail.com)

**Walsh Municipal Services, LLC**

# WELCOME TO FRANKENMUTH

## WILLKOMMEN!

The Frankenmuth Downtown Development Authority (DDA) seeks a new Executive Director. The current Director will retire this summer after 21 years of unparalleled service.

Frankenmuth, Michigan (population 5,103) is a community of tree-lined streets nestled on the banks of the beautiful Cass River. Frankenmuth's small size masks the City's significant tourism economy attracting hundreds of thousands of visitors annually. Anchored by two of America's largest independent restaurants and the world's largest Christmas store, Frankenmuth's Main Street is a magical place of world class retail destinations, eateries and experiences.

Diverse businesses offer opportunities including employment across a variety of industries including not only hospitality and entertainment, but agribusiness, insurance, finance, healthcare and more. Entrepreneurialism is at the heart of Frankenmuth's success.

While customers see Frankenmuth as a place to visit, we call Frankenmuth home.

A historic community, Frankenmuth values its rich heritage and rural charm. Founded in 1845, Frankenmuth revels in its Bavarian (German) roots. Surrounded by historic farms and forests, the community is an oasis. Schools are top notch. Walkable, clean and safe streets connect stable neighborhoods to schools, churches, and cultural centers. Community assets benefit from the community's strong churches, social organizations and volunteerism.

*And, we know how to have fun.* Festival season isn't limited to one season at all, but year-round with small and large events celebrating snow, classic cars, dogs, music, hot air balloons and more. Spontaneous activities like a walk through one of the many local parks or to the Farmers Market, kayaking or fishing on the beautiful Cass River, taking a bike ride to the local ice cream shop or just sitting on a bench along the newly constructed Riverwalk round out days with family, friends and neighbors in Michigan's little Bavaria.



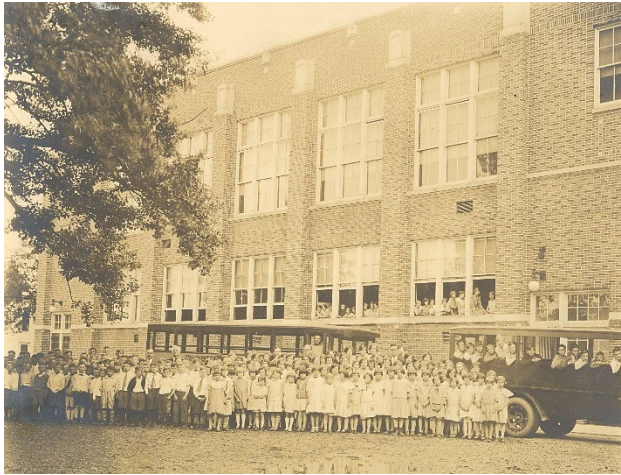
Our new DDA Director assumes a role to be coveted. We are a thriving, welcoming and ambitious community benefitted by stable local government, involved businesses and residents and strong community values. We are blessed to be recognized across the Great Lakes Bay Region, Michigan, and throughout the country, as a one of the best places to live and raise a family.

*We hope you will consider joining our team.*

**Walsh Municipal Services, LLC**



# FRANKENMUTH'S RICH HISTORY



This past year (2020), Frankenmuth celebrated the 175<sup>th</sup> anniversary of its founding in 1845. The city's name is derived from the province from which the settlers came, "Franken" and from a German word meaning courage, "Muth." Only seven years after the first settlers arrived, Frankenmuth boasted 80 cabins and farmhouses, and by 1854 Frankenmuth residents organized as a township. In 1904, the Village of Frankenmuth came into existence and "city" status, by popular vote, came on October 1, 1959.

to Michigan's Thumb and points north that established its hospitality tradition. The community blossomed with the construction of the Exchange Hotel (today Zehnder's Restaurant), the mutual aid insurance organization now called Frankenmuth Insurance, Star of the West Milling Company, and the Fischer Hotel (today's Bavarian Inn.)

In 1928, the Zehnder family purchased the New Exchange Hotel followed by the purchase of the Fischer Hotel in 1950.



In 1945, Wally Bronner opened the doors to his sign-making shop, marking the beginning of Bronner's Christmas Wonderland in his first storefront.

By the 1950's, the construction of I-75 and continued Cass River flooding changed the environment requiring new approaches to flood management and to attracting people to the City. In 1958, the Zehnder family redecorated the Fischer Hotel in the "Bavarian-style" architecture, renaming it *the Frankenmuth Bavarian Inn*. Creating a movement to celebrate the town's Bavarian heritage, other businesses soon followed suit. In due time, Frankenmuth was crowned, "Michigan's Little Bavaria," phrasing still used today.



In 1980, the Frankenmuth Holz-Brücke Covered Bridge was constructed. This old-world addition became the largest covered bridge built in America since 1903.



Over the first 150 years, citizens organized as a community, invested in its beautiful parks system, expanded its housing options, created the Community Foundation, built performance and event centers and grew as an international tourism destination, among others.

In the Fall of 1986, the old levee miraculously withstood a treacherous flash flood on the Cass River. In the summer of 1996, a tornado swept through Frankenmuth destroying homes and damaging a church and brewery. With each tragedy, the citizenry pulled together and moved forward, rebuilding and retooling.

A new streetscape plan for the commercial district to improve visitor safety was funded and implemented between 1997 and 2004 creating gathering spaces and linkages between destinations. A grant from the Clean Michigan Initiative paved the way for the development of the River Place Shoppes, a festival market place on the south side of the Cass River. A community pavilion and event center was built in 2004 in the celebrated Heritage Park. Special events and festivals have grown in number, size and outreach for today's blockbuster annual calendar.



With its infrastructure failing, a constructed-rapids to enable fish passage was built in place of the 150-year-old dam in 2015. In 2007, Frankenmuth's original levee constructed in 1960's was decertified by FEMA; last year construction to amend and replace the old levee began and will be finished in Spring 2021. The levee project is funded wholly by the businesses, the DDA and the City at large. The DDA is funding a 2/3 mile Riverwalk on north bank.



In 2018, residents in the Frankenmuth School District approved a second sinking fund bond as well as monies to improve the district's sports facilities including the construction of a new soccer field and reconstruction of the football field – each with artificial grass.

Frankenmuth's history of taking advantage of opportunities and tackling obstacles head-on is indicative of the community's values, strength and resourcefulness -- boding well as we enter 2021.



# WHY FRANKENMUTH?



## Development Authority

- Award winning schools with options for both public and parochial enrollment
- Appreciating property values for both residential and commercial properties. New housing and commercial projects coming online
- Clean and safe neighborhoods: walkable, bikeable, livable
- Easily accessible to all points in Michigan, including access to two international airports within 30 minutes



- We are a community with vision, purpose and committed leadership
- Stable local government and well-funded public safety (police and fire)
- A well-funded and strongly supported Downtown
- A dynamic business environment rooted in a strong entrepreneurial spirit and supported by ongoing public and private investment ... not only keeping the business we have, but growing our outreach and customer base to the next level

- A Rivertown with access to kayaking, fishing, small boating and easy access to the Saginaw Bay

- Unlimited Outdoor experiences to be enjoyed in several parks, festivals, summer concerts in the park, biking, walking, the Farmers Market, and more



- Outstanding partnerships among the Frankenmuth Chamber of Commerce & CVB, Frankenmuth Schools, Frankenmuth Township and the City of Frankenmuth

- A strong brand with a reputation for world-class quality
- Tourism-anchored employment opportunities with additional options in agribusiness, insurance, finance, personal and professional services
- A community of good character who celebrates *Gemütlichkeit*, a German expression for a state of feeling of warmth, friendliness and good cheer in every corner of the community





## OPPORTUNITIES AND CHALLENGES

Provide guidance for the development of 36 acres of City-owned land as an outdoor recreation facility. Land purchase was funded with MDNR Trust monies and is located adjacent to the City's event center and festival park.

Facilitate the development of 37 acres of commercial land on the City's north end as a potential medical facility and indoor recreation opportunity. Project has an active partner; a feasibility for the indoor center is in process.



Work with a future 90-acre housing development in the City's southwest corner.



Oversee a comprehensive maintenance program including in-house and contracted labor providing for streetscape management including management of the Pedestrian Bridge, replacement plans for streetscape systems (irrigation and electrical), landscape planning, and the freshening of various streetscape elements.

Oversee traffic studies for two primary areas: M83/Main Street and Weiss Street, coordinating with the recently completed M83

Access Management Plan for areas south of Jefferson Street. Implement "Complete Street" recommendations as part of the process. Update wayfinding signage, incorporating "downtown" and "city wide" options.

Develop a scope of work to detail the opportunity to build the Heritage Park Pedestrian Bridge, identifying its best location, funding opportunities and construction strategies.

Identify parking opportunities such as options for additional surface lots and parking deck.

Be an active participant in: The Heart and Soul community project, the Frankenmuth Beautification Committee and any project impacting the Downtown or commercial district.



Be a collaborator with the City of Frankenmuth, Frankenmuth Community Schools and the Chamber of Commerce & CVB with active community planning for growth, investment and attraction.

# THE FRANKENMUTH FIT

The Frankenmuth DDA Board of Directors and the City of Frankenmuth, are searching for a leader who will carry forward the work of the DDA through strong leadership, deliberate communications and outstanding customer service. While education and experience are relevant, we are most interested in finding the “*right fit*.”

The “ideal candidate” will bring the following personal characteristics and traits to the job:



Be a listener and sounding board. Be trustworthy. Learn the values of this special place and understand how the Downtown operates within this geography.

Bring a solid understanding of the critical role of downtown management. Understand the ins and outs of DDA rules and TIF funding.

Bring emotional maturity and be confident in your leadership skills. Know when *you don't know* and seek the answers and tools you need.

Work hand in hand with the business community, residents, city leadership and city staff to build a cohesive downtown vision and work plan.

Be a gentle collaborator. Build relationships. A consensus builder, an ombudsman.

Be an energetic, self-starter. Be an *idea person*. Always consider how we can be better, do better ... every single day.



Have a demonstrated ability to effectively communicate with our constituents. Articulate the DDA's role in an enthusiastic and understandable manner.

Be visible. Choose to become an active participant in Frankenmuth.

## **THE DDA BOARD**

Organized in 1983, the Frankenmuth DDA is a model of success. Our Board works collectively for a better Frankenmuth.

Board members serve for terms of 4 years. There are 13 members appointed by the City Council which includes the appointment of a City Council person to serve as a voting member and representative of the Council to the Board.

Board officers are elected. Chairman Wayne Bronner has served since the Board was authorized in 1983 allowing for great continuity in board decisions.

Board Members are the decision makers for their business, bringing both business acumen and local commitment to their decision-making process.

The Board is motivated by the determination to do what is good to support the growth of the DDA and TIF district. The DDA and TIF districts are one in the same.

The Board benefits from ex-officio participation from the City Manager and the Chamber of Commerce and CVB President. Both bring a wealth of knowledge and willingness to coordinate efforts to the table to help with planning and strategy to achieve the board's goals. The Board also benefits from an interested and supportive Mayor and City Council.

The TIF is in place through 2044. TIF funding supports bond payments, office administration, maintenance and contract administration and certain planning activities.

Board Members include:

Wayne Bronner, Chairman Bronner's Christmas Wonderland	Mark Johnston Subway & T'dubs Restaurant
Al Zehnder, Vice Chairman Zehnders of Frankenmuth	Judy Zehnder Keller Frankenmuth Bavarian Inn Lodge
Mary Ann Hiles, Secretary Worden Interiors	Zak McClellan McClellan Properties & Prost
Brian McLeod, Treasurer Resident	Will Rummel Resident
Erv Banes Frankenmuth Jellystone Park	Vickie Schmitzer, City Council Frankenmuth Credit Union
Randy Bierlein Schaefer & Bierlein	Scott Zimmer Air Advantage
G. Grossi DaVinci's Restaurant	



# **EXECUTIVE DIRECTOR ROLE**



**While the role of the DDA Director casts a wide net, consider this overview of our expectations.**

- Provide for the management of the business of the DDA. Understand the importance of a holistic approach to “Downtown Management” as the basis for operations.
- Establish and maintain a collaborative relationship with the business owners, prospective developers, community organizations, City leadership and staff, and other government agencies. With a strong network, you can and will accomplish more. Learn what you can from those around you.
- Function as a project/contract administrator for DDA initiatives. Look at the detail in design and in execution.
- Aggressively promote and develop business retention and attraction strategies. Be a problem solver with a positive, trustworthy and genuine approach.
- Identify grant opportunities for downtown development. Promote Frankenmuth as “grant worthy” to take full advantage of local, state and federal grant funds.
- Serve as a point person for all Downtown related queries and issues. Serve as the community cheerleader through your participation in community events, festivals programs, and initiatives.
- Work effectively with volunteers and others involved in downtown-related projects and initiatives, understanding the vital role that volunteer involvement plays in Frankenmuth.
- Know your resources: time, talent and treasure. Ensure that the DDA abides by all applicable federal, state and local regulations.
- As you deliberate, consider the impact of what you do on the district, on the City and on the residents first. Good projects check all the boxes.

## **FRANKENMUTH IN 10 PHRASES**

1. GEMÜTLICHKEIT
2. QUAIN, BUT FAR FROM OLD-FASHIONED
3. VIBRANT AND EXCITING
4. CLEAN, SAFE, WALKABLE
5. REFLECTIVE OF OUR HISTORY AND TRADITIONS
6. FAMILY FIRST AND QUALITY EDUCATION
7. HARD WORKING AND ACCOUNTABLE
8. EARNEST, YET PASSIONATE
9. ADAPTIVE, YET DETERMINED
10. CHICKEN AND CHRISTMAS AND SO MUCH MORE



**Frankenmuth is a premier community that isn't afraid to take a risk. The success of our downtown was created through thoughtful vision and collaborative risk.**



# **THE FRANKENMUTH PROCESS**

**DEADLINE TO APPLY: FEBRUARY 19, 2021**

Please submit your cover letter, resume and five professional references to Frank L. Walsh, Walsh Municipal Services, LLC. Applications will be received at [walshmuni@gmail.com](mailto:walshmuni@gmail.com). Please indicate on your cover letter whether you desire confidentially as allowed under the Michigan Open Meetings Act. The City of Frankenmuth is an Equal Opportunity Employer.



## **PROFESSIONAL SERVICES CONTRACT**

**THIS AGREEMENT**, made this \_\_\_\_\_, 2021 between the City of Marquette, hereinafter called the “City” and Walsh Municipal Services, LLC, a Michigan limited liability company, hereinafter called “Consultant”.

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

### **Article 1**

#### **Project Name**

The name of the Project shall be City Manager search.

### **Article 2**

#### **Scope of the Work**

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant’s proposal to the City of Marquette dated January 21, 2021 (attached as Exhibit A).

### **Article 3**

#### **Time of Completion**

The completion date of this project is May 31, 2021.

### **Article 4**

#### **Terms and Conditions**

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

#### **ACCESS TO SITE:**

City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done



on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

**FEE:**

Services and reimbursable costs will be billed as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$15,800.00.

**BILLINGS/PAYMENTS:**

Consultant shall invoice for services rendered and reimbursable costs incurred. Each invoice shall be due and payable within sixty (60) days of the date of the invoice. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

**INDEMNITY:**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

**FORCE MAJEURE:**

No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

**INSURANCE:**

Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

**A. General Clauses**

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. **Waiver.** The policies for Workers' Compensation and General Liability, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

## **B. Workers' Compensation**

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

**C. Automobile Liability**

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

**D. Commercial General Liability**

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

**E. Professional Liability**

The Consultant retained by the City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim. In the event the insurance policy is written on a “Claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

**F. Property Coverage - Valuable Papers**

Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

**INDEPENDENT CONSULTANT:**

The relationship between the City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

**SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:**

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

**OWNERSHIP OF DOCUMENTS:**

All documents produced by the Consultant under this Agreement shall remain the property of the City and may be used by the City for any other endeavor without the written consent of the Consultant.

**APPLICABLE LAWS:**

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**OWNER**

CITY OF MARQUETTE, OWNER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jenna Smith, Mayor

\_\_\_\_\_  
Witness

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

**CONSULTANT**

Walsh Municipal Services, LLC

\_\_\_\_\_  
Brooke O'Meara

\_\_\_\_\_  
Frank Walsh

Brooke O'Meara

\_\_\_\_\_  
Witness

By: Frank Walsh

Its: CEO

Address: 2637 Elderberry Dr.

Okenos MI 48864

Telephone #: 517 920 0134

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Michael Angeli  
City Manager

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



## **City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date: 2/8/2021**

### **Unfinished Business**

#### **Michigan Coastal Management Grant Agreement**

##### **BACKGROUND:**

In 2019, Michigan Department of Environment, Great Lakes, and Energy (EGLE) announced a Coastal Management Program grant opportunity to address unprecedented coastal erosion and infrastructure damage due to high lake levels and the increased frequency and intensity of storm events.

To support vibrant, healthy, and resilient communities, the City of Marquette will, in accordance with the NOAA approved environmental protection plan, restore a critical section of severely impacted urban coastline in the City of Marquette with natural infrastructure including coastal wetlands, dune and swale, and upland habitat. The proposed project will support public use and enjoyment through the improved public access, and the restored wetlands will provide flood storage capacity during coastal storm events and will capture storm water runoff. This project will restore over 1,200 linear feet of coastal habitat (approximately 7.9 acres) and will serve as the linchpin to reconnect 10 acres of pristine coastal wetlands to the south and 34 acres of coastal habitat to the north. All totaled, this project will reconnect over one mile of critical Lake Superior coastal habitat.

The grant request amount is \$200,000 and has a 50.35% match (\$402,851 total project cost). The intent of the grant is to provide funding for planning, design and restoration within the project area. This project was approved by the City Commission at their December 16, 2019 meeting. The grant was awarded on October 14, 2020.

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

A match of \$190,000 is required composed of \$167,469 in cash and \$22,531 in in-kind services. This amount was not included in the FY 21 budget and will require an adjustment. An additional \$12,851 in matching funds is being provided by the Superior Watershed Partnership and project partners.

##### **RECOMMENDATION:**

Approve the Michigan Coastal Management Grant Agreement and a budget adjustment of \$167,469 in matching funds, and authorize the City Manager to sign the agreement.

##### **ALTERNATIVES:**

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Grant Agreement



**MICHIGAN COASTAL MANAGEMENT GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND THE CITY OF MARQUETTE**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Water Resources Division (WRD)** ("State"), and the **City of Marquette** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Coastal Zone Management Act of 1972, as amended, P.L. 109-58 (16 U.S.C. 1451-1465 "Federal Act"). Legislative appropriation of funds for grant assistance is set forth in Public Act number PA 166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: Marquette Coastal Resiliency/Natural Infrastructure Restoration

Amount of grant: \$200,000

Amount of match: \$202,851= 50.35%

Start Date: January 1, 2021

Project #: 21-CHab-003

% of grant state \$0 / % of grant federal 100

PROJECT TOTAL: \$402,851 (grant plus match)

End Date: March 31, 2022

**GRANTEE CONTACT:**

Dennis Stachewicz, Director of  
Community Development

Name/Title

City of Marquette

Organization

300 West Baraga Avenue

Address

Marquette, Michigan 49855

Address

906-225-8377

Telephone number

CV0047620

001

Vendor ID

Address ID

Dstachewicz@marquettemi.gov

E-mail address

38-6004521

Federal ID number

074776063

Grantee DUNS number

**STATE'S CONTACT:**

Karen Boase, Coastal Habitat Coordinator

Name/Title

Coastal Management Program, WRD, EGLE

Division/Bureau/Office

525 West Allegan, P.O. Box 30458

Address

Lansing, Michigan 48909-7958

Address

517-897-2060

Telephone number

517-241-9003

Fax number

BoaseK@Michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

Signature

L. Michael Angeli, City Manager, City of Marquette

Name/Title

Date

**FOR THE STATE:**

Signature

Teresa Seidel, Director, Water Resources Division, EGLE

Name/Title

Date

## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement other than budget line item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31, 2021	April 30, 2021
April 1 – June 30, 2021	July 31, 2021
July 1, – September 30, 2021	*TBD
October 1, - December 31, 2021	January 31, 2022
January 1 – March 31, 2022	April 30, 2022

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State, and also available on web site at [www.michigan.gov/coastalmanagement](http://www.michigan.gov/coastalmanagement), shall be submitted to the State's contact at the address on



page 1. The financial report shall specify total expenditures for the quarterly period and the cumulative totals to date. All required supporting documentation (invoices, proof of payment, etc.) for grant and match expenses incurred must be included with the reports.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide two copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Coastal Management Program, EGLE, Water Resources Division, per the guidelines provided by the program.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee and its sub-recipients or contractors and subcontractors, as applicable, shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against an employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, height, weight, partisan considerations, marital status, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

### **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

### **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.sam.gov](http://www.sam.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

## **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express web site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to 25 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by



State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State, and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes.
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

## **XXIII. FEDERAL FUNDING REQUIREMENTS**

A maximum of 100 % of total disbursements is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Coastal Zone Management Administration Awards and the CFDA number is 11.419. The federal grant number is NA20NOS4190200, and this grant is funded with Federal funds from the National Oceanic and Atmospheric Administration, United States Department of Commerce. By accepting this Agreement, the grantee agrees to comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to the following:

### **(A) Single Audit**

Grantees spending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and submitted to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>) within nine months from the end of the grantee's fiscal year, or 30 days after receiving the report from the auditors. It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

### **(C) Historic Preservation**

Any project directed toward historic preservation will include timely consultation with the State Historic Preservation Office (SHPO), Department of History, Arts, and Libraries. Agreements will not be awarded before adequate consultation with this agency. No construction or repair work will be performed prior to obtaining clearance from SHPO concerning possible effects to archeological or historic resources.

For projects not primarily aimed at historic preservation, federal and state agencies, principally the State Historic Preservation Officer, may make recommendations pursuant to federal and state requirements for minimizing possible adverse effects on historic and archaeological resources. In consultation with the Project Manager, the Grantee for such a project will consider such recommendations and will take steps to avoid or mitigate possible damage as appropriate and feasible.

### **(D) Availability to Users**

Projects developed for public use with assistance from this Agreement shall be open to entry and use by all persons, regardless of race, color, religion, sex or national origin, who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems is prohibited, except to the extent that differences in admission or other fees may be

maintained on the basis of residence where local contributions to the project make such differences reasonable.

(E) Obligation of Grant Funds

Grant funds may not, without advance written approval of the Project Manager, be obligated prior to the effective date or subsequent to the end date of this Agreement. Obligations outstanding as of the end date shall be liquidated within 45 days. Such obligations must be related to goods or services provided and utilized within the Agreement period, except that reasonable costs associated with the Agreement closeout, e.g., final reports, may be incurred within a short time after the end date.

(F) Bonds

Contractors/subcontractors performing construction work costing \$1000 (one thousand dollars) or more shall furnish, in acceptable form, surety bonds in the amount of 100 percent of their respective contract sums under this agreement. These bonds will be security for faithful performance of this contract or subcontracts there under, and for payment of all persons performing labor and furnishing material in connection with this contract or subcontract there under. The agency receiving a subgrant under this agreement will secure evidence (e.g., a letter of certification from a reputable bonding company) that its construction contractors/subcontractors have obtained such bonds which will remain in effect for the duration of the project, or will otherwise arranged for an equally effective performance bond. The State will not pay any charge for such bonds additional to the face value of this contract/subgrant agreement.

(G) Guarantee

The public/nonprofit agency responsible for this project shall require each construction contractor/subcontractor to furnish a written guarantee to remedy any defects due to faulty materials or workmanship which appear in the work within one year from the date of final acceptance by the public/nonpublic agency responsible. Construction contractors and subcontractors shall provide such guarantees.

(H) Inspection

Construction contractors and subcontractors shall at all times permit and facilitate inspection of the work by appropriate representatives of the public/nonprofit agency responsible for the project and the State. Agencies responsible for projects shall include this requirement in all construction contracts and subcontracts.

(I) Operation and Maintenance

The subgrantee assures that property developed with assistance from this agreement will be kept reasonably safe, clean, and sanitary. Structures and improvements (trails, boardwalks, etc.) shall be kept in reasonable repair throughout their estimated lifetime.

(J) Unemployment Claims

The Grantee is liable for any valid unemployment compensation claims. No unemployment compensations claims will be paid from this Agreement. This provision does not prohibit standard allocations to unemployment compensation funds as part of the approved indirect cost/fringe benefit arrangements.

(K) Flood Insurance Requirements

Funds from this Agreement will not be used to assist the construction or acquisition in identified flood hazard areas for which the appropriate governmental unit has failed to comply with flood insurance purchase requirements under Sections 102(2) of the Flood Disaster Protection Act of 1973 (public Law 93-234), approved December 31, 1976.

## **XXIV. PROGRAM GENERAL PROVISIONS**

### **(A) Grant Acknowledgement**

All project work products must acknowledge financial assistance of the Michigan Coastal Management Program and the NOAA.

(1) This grant acknowledgement will include the EGLE, and the NOAA logos to be provided by the State and the following language: "Financial assistance for this project was provided, in part, by the EGLE, WRD, Michigan Coastal Management Program, under the National Coastal Zone Management Program, through a grant from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce."

(2) As appropriate, include view disclaimer for reports and/or videos in addition to the EGLE and the NOAA logos and financial acknowledgment language listed in the above paragraph. The view disclaimer shall include the following language: "The statements, findings, conclusions, and recommendation in this (report/video) are those of the (Grantee) and do not necessarily reflect the views of the ELGE or the NOAA."

(3) For press releases, newsletters, newspaper articles, graphic displays meant for public presentations and in other public forums, require the EGLE and the NOAA logos and the funding source as such "EGLE, WRD, Michigan Coastal Management Program and NOAA."

(4) The cover of the title page of, or other prominent place within, all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of web sites/web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

### **(B) Extensions**

In accordance with Section III - Changes, page 2 of this agreement, the Grantee shall submit to the State, for review and approval, written extension requests no less than 60 days prior to the end date of the Agreement. The Grantee shall provide justification for the extension and the requested new end date of the Agreement.

### **(C) Geospatial Data**

All geospatial data collected and/or produced for the purposes of this grant and put into a GIS layer must be provided, along with associated metadata (requirements described below), to the Coastal Management Program on a CD, DVD, or portable hard drive in ESRI's ArcGIS format (shapefile including appropriate projection file or geodatabase).

Grantee shall provide relevant information (e.g., expected dates of data collection, type of collection, flight lines, etc.) on the collection or production of geospatial data (e.g., information for GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), to the State Contact as early as practicable and before data collection commences.

Grantee shall ensure the data and the planned acquisition activities are registered in Geospatial Platform (geodata.gov) and comply with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at:

[http://www.whitehouse.gov/omb/circulars/a016/a016\\_rev.html](http://www.whitehouse.gov/omb/circulars/a016/a016_rev.html). The grantee shall document all



new geospatial data it collects or produces using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and make that standardized documentation electronically accessible to NOAA, if requested. Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the ISO (International Organization for Standardization) 19115, which may be adopted by the FGDC, is also acceptable. To the greatest extent practicable, the recipient shall also, prior to the conclusion of the award, make the data collected publicly accessible online, except where limited by law, regulation, policy, or security requirements.

In accordance with the NOAA Data Sharing Policy, the Grantee shall ensure the geospatial data and information collected and or created under this Grant Agreement will be made visible, accessible, and independently to users, free of charge or at minimal cost. Information shall be made available in a timely manner and typically no later than two years after the data or information is collected or created except when limited by law, regulation, policy, or by security requirements.

#### (D) Prevent Spread of Invasive Species

The Grantee shall ensure that any field work conducted for this project, including construction activities, survey(s), educational, training or volunteer programs/activities will be conducted in accordance with appropriate, federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and to minimize the impact to the human environment during this project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather.

#### (E) Low-Cost Construction/306A Provisions

This low-cost construction project shall be located on public land and open to the general public free of charge. If the property or elements constructed under this grant are leased or sold out of public ownership or are used for purposes other than public use, the Grantee shall reimburse the State for grant funds received for the project.

Required permits (local, state, tribal, and federal) shall be submitted to the State Contact before any earth movement can commence on any aspects of the low-cost construction project.

By affixing their signature to this Agreement, the Grantee accepts the responsibility for maintaining, in serviceable condition, the items constructed with the funds jointly provided by the State and the Grantee for a minimum of 20 years from the end date of this Agreement.

A sign provided by the State shall be erected at the site during construction and permanently installed at the site indicating that the project is being funded under a grant from the Coastal Management Program and the National Oceanic and Atmospheric Administration.

#### (F) Compensation

Grant payments will be made quarterly on a costs-incurred and paid only basis. Estimates of costs will not be accepted. The following is required when requesting a grant payment for incurred costs:

- A written request specifying the dollar amount.
- Corresponding progress and financial reports for that quarter.
- Copies of supporting documentation for grant and match expenses (invoices and receipts or other supporting documentation) for that quarter.

(G) Final Quarter Report Requirements

Grantee shall submit to the State the Final Quarter Report no later than 30 days past the end date of the Grant Agreement.

The Final Quarter Report shall include:

- Written request from the Grantee requesting final payment and specify the dollar amount.
- One copy of a detailed narrative that describes all project tasks performed, including any special considerations or problems encountered.
- One progress report showing completion of all project tasks.
- One financial report showing all grant and match expenditures.
- One copy of invoices, receipts, or other documentation for grant and match expenditures incurred on the project.

All final work products shall be submitted to the state as hard copy and digitally on two CD/DVDs or a flash drive. E-mail submissions will not be accepted.

- TWO SETS of color photographs depicting the work completed before and after on the project. In addition, one photograph of the MCMP permanent project sign installed at the project site.

## **APPENDIX A**

### **SECTION I: PROJECT DESCRIPTION**

To support vibrant, healthy, and resilient communities, the City of Marquette will, in accordance with the NOAA approved environmental protection plan (Appendix B), restore a critical section of severely impacted urban coastline in the City of Marquette with natural infrastructure including coastal wetlands, dune and swale, and upland habitat. The proposed project will support public use and enjoyment through the improved public access, and the restored wetlands will provide flood storage capacity during coastal storm events and will capture storm water runoff. This project will restore over 1,200 linear feet of coastal habitat (approximately 7.9 acres) and will serve as the linchpin to reconnect 10 acres of pristine coastal wetlands to the south and 34 acres of coastal habitat to the north. All totaled, this project will reconnect over one mile of critical Lake Superior coastal habitat.

### **SECTION II: PROJECT TASKS AND SCHEDULE**

<b>Tasks</b>	<b>Jan-Mar 2021</b>	<b>Apr-June 2021</b>	<b>July-Sept 2021</b>	<b>Oct-Dec 2021</b>	<b>Jan-Mar 2022</b>	<b>Work Products/Performance Metrics</b>
1) Conduct public engagement with community and outreach.	X	X	X	X	X	News articles, public service announcements, public information sessions.
2) Finalize engineering plans being developed by W.F. Baird and Associates and Applied Ecological Services, etc.	X	X				Final engineering plans.
3) Develop and release bid documents, select contractor, and submit Contractor's Qualification form to State Contact verifying subcontractor(s) is not on the debarment list.	X	X				Select contractor(s) and submit Contractor's Qualification form as a change request.
4) Obtain all required local, state, and federal permits, and submit to State Contact prior to commencing construction.	X	X				Submitted all required permits.
5) Install grant funding acknowledgement sign in a temporary location prior to the start of construction activities.			X			Signage installed in temporary location.

6) The construction project tasks and operational practices and activities will be conducted in accordance with Appendix B and related permits.			X	X	X	Complete all installation, stabilization, and restoration activities. Provide number of acres of restored habitat for the project as part of the final project narrative.
7) Drone activities will be conducted in accordance with Appendix B.		X		X		Drone flights conducted.
8) Develop interpretative signage and submit draft to State Contact.	X	X	X			Draft interpretative signage submitted.
9) Install grant funding acknowledgment sign in permanent location and interpretative signage in the project area.					X	Signage installed in permanent location.
10) Take before, during, and after photos.	X	X	X	X	X	Photo documentation conducted before, during, and after construction including picture of permanent sign. Minimum of 10 photos for each timeframe (raw file format).
11) Conduct opening celebration.					X	Provide photographs documenting the event, and/or submit a video or other multimedia promotions to document the event.
12) Develop coastal recommendations for County planning documents and share project results.				X	X	Submit final recommendations for inclusion in County planning documents; disseminate project results.



13) Submit quarterly progress and financial reports to the State Contact no later than 30-days past the end of each quarter date.	X	X	X	X	X	Quarterly progress including the final project narrative and the final financial documentation.
14) Submit final project work products to the State Contact no later than 30-days past the contract end date.					X	Final work products.

Be advised that in the event that no activity occurs on the tasks of the project 90 days from the date of Grant Agreement execution, the State may take Termination actions in accordance with Section XXI.

### **SECTION III: PROJECT BUDGET**

See Attached Project Budget form.



<b>Organization Name:</b>	The City of Marquette
<b>Project Name:</b>	Marquette Coastal Resiliency/Natural Infrastructure Restoration
<b>Project Number:</b>	21-CHab-003

Some NICRAs include up to \$25,000 per contractual line similar to the 10% de minimis. Use the totals at the bottom of these columns in the indirect formula if that is the case.

[illegible]



## **APPENDIX B**

### **SECTION I: CONSTRUCTION OPERATIONAL PRACTICES AND ACTIVITIES**

#### **A. Construction Project Tasks**

1. Site preparation to include invasive species and debris removal.
2. Mechanical grading of sand in dune and swale areas.
3. Excavation and mechanical grading of wetland areas.
4. Planting trees/shrubs in upland restoration area.
5. Hand shaping and plantings in dune and swale and wetland areas.
6. Monitor and maintenance of plantings. Additional plantings and invasive species control as needed.

#### **B. Best management practices**

Best management practices will be followed to ensure the proposed project does not have an adverse impact on the environment. All required local, state, and federal permits will be obtained prior to the commencement of any proposed earth change. See XXIV. Program General Provisions of the grant agreement for invasive species requirements.

#### **C. Project Footprint and Earth Change Limits**

The proposed activities include the restoration and excavation of approximately 7.9 acres of coastal habitat consisting of 6.2 acres of dune and swale, 0.6 acres of coastal wetland, and 1.1 acres of upland habitat along approximately 1,300 linear feet of Lake Superior shoreline. Dimensions of the restoration areas are provided below.

##### **1. Dune and Swale (6.2 acres)**

1,300 feet long x 215 feet (average width based on 300 feet max and 130 feet minimum widths).

##### **2. Coastal Wetlands (0.6 acres)**

Wetland Area 1: 120 feet x 50 feet; Wetland Area 2: 370 feet x 60 feet. Approximate depths of excavation: 1 to 3 feet.

##### **3. Upland (1.1 acres)**

1,330 feet long x 50 feet (average width based on 100 feet max and 3 feet minimum widths). There will be no earth changes (grading or excavation) in this area. Site work will include only minor turf removal to dig holes for the tree/shrub plantings.

See Site Plan under Section II under Appendix B for additional details.

#### **D. Construction Access, Methods/Equipment, and Materials**

##### **1. Construction Access**

The site will be closed to the public during construction. Construction equipment will access the site using existing road. See Site Access Map with the locations identified under Section II. SITE PLAN(S). A significant portion of the existing road ( approximately 1,000 linear feet)



and path are in the process of being relocated within the proposed project area. There will be no temporary access roads and/or gravel entrances utilized during construction. Following construction, full public access will be restored.

## 2. Construction Methods/Equipment

There is no planned clearing of live trees included in the proposed project. Use of heavy equipment would be used on some of the grading, but other work would require detailed handwork. Construction equipment will be used by City Staff and/or a licensed contractor for sand hauling, mechanical grading of sand in the dune and swale areas, and earth excavations and grading for the proposed wetland construction. Handwork includes site preparations (hand shaping of graded areas), invasive species removal (manual methods only), and seeding/planting. This work will be accomplished using hand tools (shovels, rakes, etc.).

### a) Site preparation

Grading and debris removal related to mechanical grading of sand/soil to shape the dune and swale and wetland restoration areas, and removal of any debris (displaced rock, downed tree branches, etc.) that may be present in the work areas prior to plantings. Excavations of turf and soil will also take place in the proposed wetland restoration areas. Improvements to upland areas will include minor turf removal to dig holes for the tree/shrub plantings (no grading). Existing turf areas outside of the footprint of the proposed restoration areas will not be disturbed.

### b) Dune and Swale

Dune and swale areas will be mechanically graded and hand-shaped prior to planting. The dune and swale restoration area will utilize on-site source of sand; however, some sand may be hauled in from an offsite location. Any material that is brought in will be free from contamination and consist of grain sizes/particles.

### c) Wetlands

Wetland restoration will be accomplished by mechanically excavating to groundwater (approximately 1 to 3 feet) to provide the necessary hydrology, hand shaping, and planting of appropriate hydrophytic vegetation. In addition to groundwater-influenced hydrology, the restored wetlands will also capture stormwater runoff from the relocated road and bike path.

### d) Uplands

Restoration of upland areas will include plantings of native trees/shrubs. Much of this area consists of maintained grass/turf with some trees. Additional native trees/shrubs will be planted to create more of an urban forest with park-like characteristics. There will be no grading or additions of topsoil. Site work will include only minor turf removal to dig holes for the tree/shrub plantings.

### e) Invasive Species Removal

Any invasive plants encountered will be hand pulled and placed into dark plastic bags and disposed of at an approved site.

### f) Signage

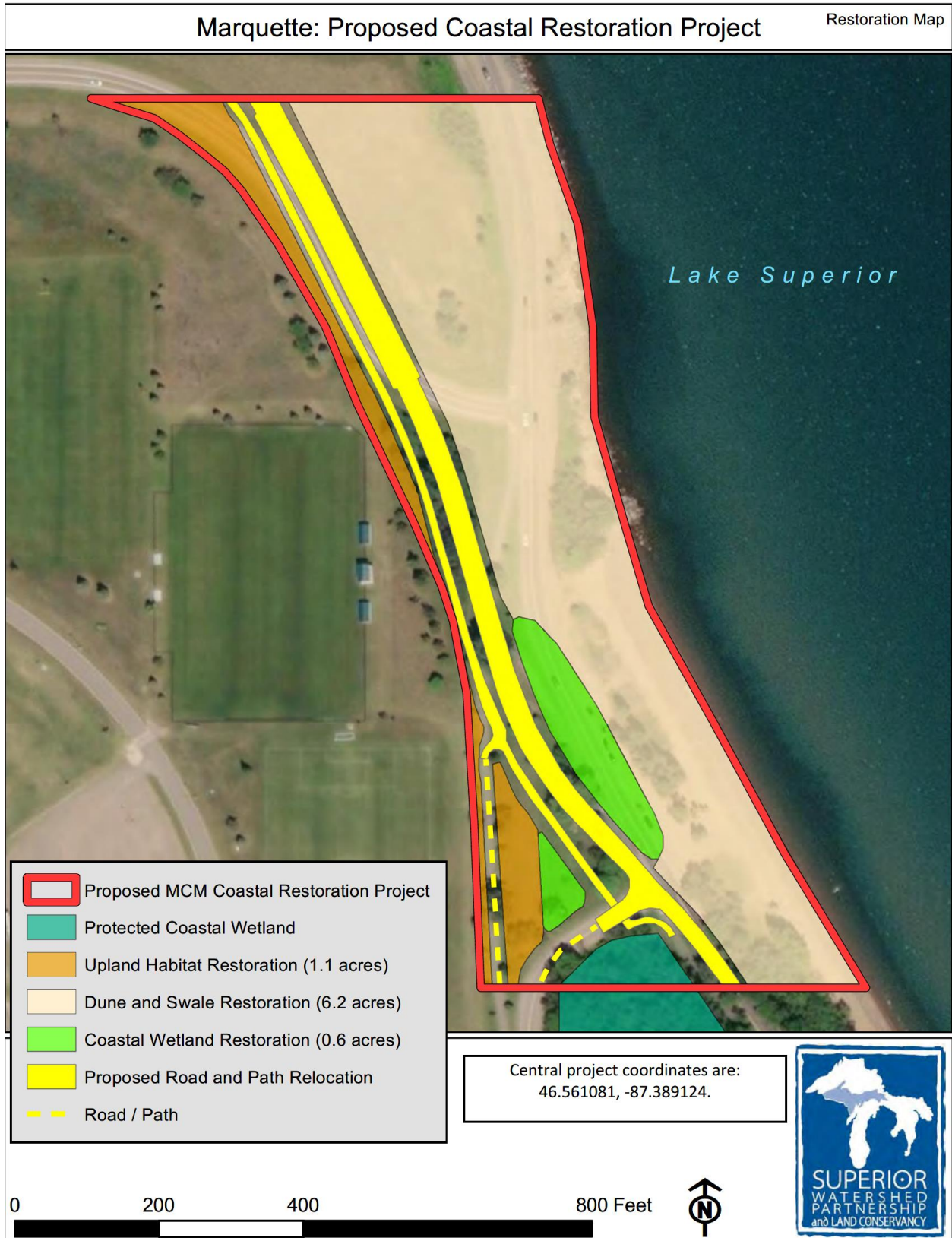
Location of signage will be determined at the time engineering plans are developed.

3. Construction materials

Topsoil, sand, and native plant species. Native plant species will include a combination of seed mixes, shrubs and trees, and transplants.

**SECTION II: SITE PLAN(S)**







### **SECTION III: DRONE ACTIVITIES**

Drone imagery may be used to document before/after progress at the proposed project site. Central project coordinates and the site of drone deployment include: 46.561081, -87.389124. Any drone imagery gathered will be obtained when flight conditions are optimal (weather, wind, daylight, etc.), outside of periods of peak spring/fall migration. As the proposed project site is open to the public, the deployment site will be accessed via the established road and/or adjacent pathway. Best management practices will be conducted before and after drone deployment to help prevent the introduction and/or spread of invasive species. Practices will include but may not be limited to ensuring that equipment, vehicles, and footwear are clean and free of seed. Any drones used will be registered and piloted only by a Federal Aviation Administration licensed operator. Current credentials for the Superior Watershed Partnership's drone and operator are included below, and copies can be provided as needed.

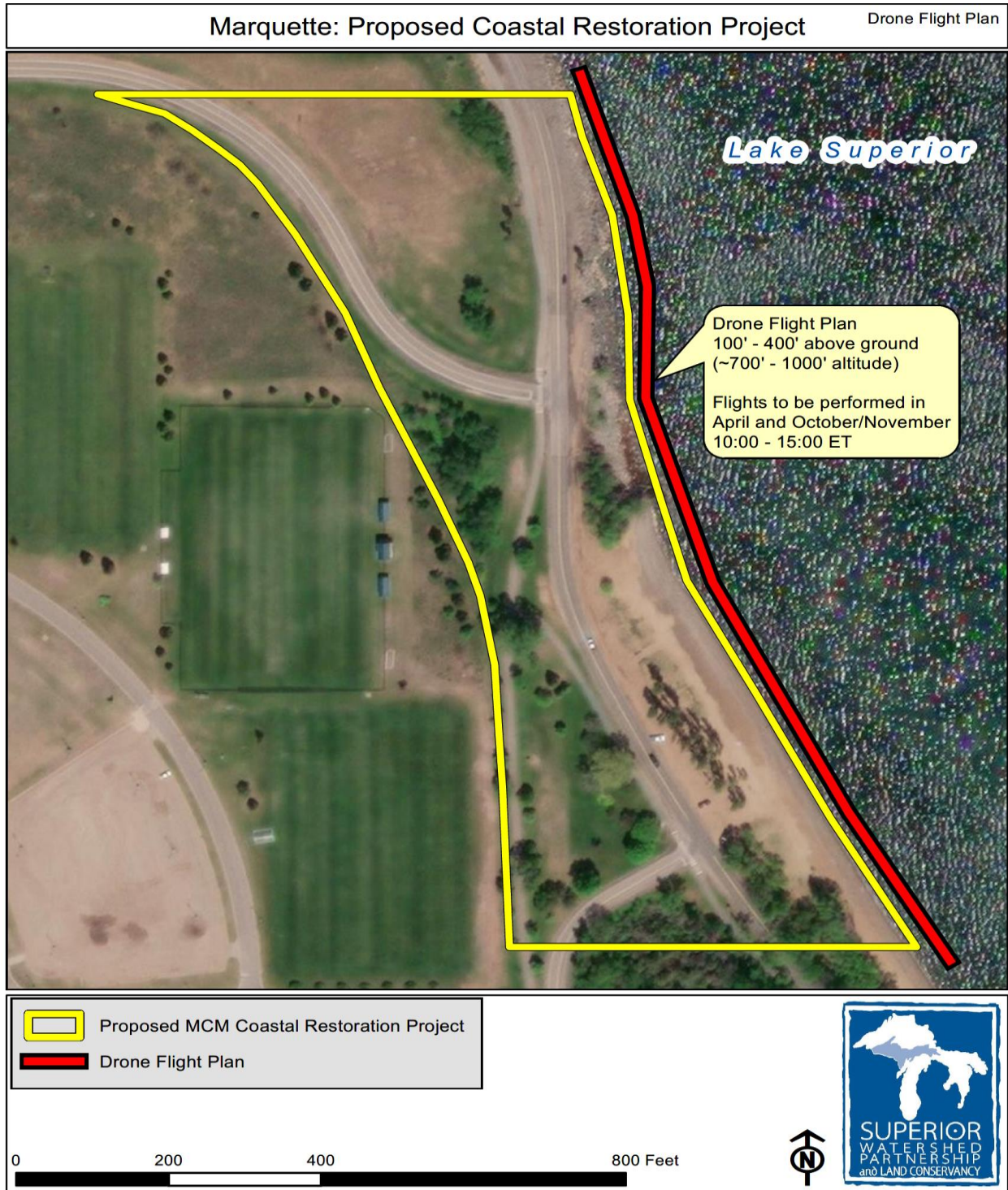
#### **Small UAS Certification of Registration:**

Name: Superior Watershed Partnership  
Manufacturer: DJI  
Model: Phantom 4 Pro  
Serial Number: 0AX2FB90020049  
Certificate Number: FA3NPFYHEN  
Issued: 05/20/2019  
Expires: 05/20/2022

#### **Operator:**

Name: Jeffrey David Koch, Remote Pilot  
Certificate Number: 4145317  
Date of Issue: June 18, 2018

Marquette: M



## **City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date: 2/8/2021**

### **New Business** **Firefighters' Labor Agreement**

#### **BACKGROUND:**

The City of Marquette has reached a new three-year agreement with the Marquette Firefighters Association Local #643. The bargaining unit ratified the agreement last week. The major issues during negotiations were related to hours, training, overtime and wages.

In entering negotiations, the City sought to:

- Comply with Michigan's right-to-work legislation (P.A. 349) which became effective for firefighters with the Supreme Court decision in 2018;
- Clarify how personnel would be paid for hours spent at training;
- Extended the work period from a seven-day period to a 28-day period;
- Convert personnel from salary to an hourly rate of pay;
- To offer a competitive wage, pension and health insurance package.

Prior to the start of negotiations, the City implemented a new health plan that both complies with the hard cap spending limits of P.A. 152 of 2011 and keeps the employees' share of the premium costs at an affordable level.

We commend the Firefighters bargaining unit for their willingness to work with us on these issues to negotiate an agreement that is fair to the employees and the employer. A summary of the economic components of the agreement are shown below.

#### **FISCAL EFFECT:**

Fire suppression personnel have agreed to forgo any pay increases for the duration of the agreement with the Rental Inspector and Fire Marshall being eligible for any pay increase beginning Fiscal Year 2021 through the life of the contract based on an average of percent pay increases settled by other City bargaining units.

Based on the firefighters being paid on an hourly basis rather than a salary, staff estimates the cost to be a one-time increase of \$80,000. FLSA overtime based on the new 28-day work period could be as much as \$40,000 annually but likely paid out in compensatory time, not costing the City anything additional at this time. These costs have not been budgeted for and will require a year-end budget adjustment.

#### **RECOMMENDATION:**

Approve the new three-year contract with the Marquette Firefighters Association, authorize the City Clerk and the Mayor to sign the Agreement and approve the corresponding budget adjustment.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

No Attachments Available



## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 2/8/2021

### **New Business** **Fire Department Wage Correction**

#### **BACKGROUND:**

The City Fire Department was recently audited by the Department of Labor for compliance with the Fair Labor Standards Act. The audit was completed on Feb. 1, 2021 at which time the outcome was provided to the City. The audit concluded that the firefighters are owed back wages for a two-year period ending in October 2020 for underpayment of FLSA overtime. The payment must be made within 30 days of the conclusion of the audit.

#### **FISCAL EFFECT:**

In order to comply with the audit and to make the firefighters whole, a back wages payment will cost \$11,974.36 from the period of Oct. 28, 2018 until current. This payment may require a year-end budget adjustment.

#### **RECOMMENDATION:**

Approve the payment of back wages to the firefighters in an amount of \$11,974.36 from the period of Oct. 28, 2018 until current and approve the corresponding budget adjustment.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

No Attachments Available