

# City of Marquette, MI



## Meeting Agenda City Commission

**Monday, December 16, 2024  
6:00 PM  
Commission Chambers**

300 West Baraga Ave  
Marquette, Michigan 49855

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

### Approval of the Agenda

### Announcements

### Boards and Committees

#### 1. Reappointment(s)

Recommend the reappointment of Taylor Klipp as the City of Marquette representative on the Marquette County Transit Authority, for a term ending 12-31-27.

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

### Presentation(s)

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

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

**3.a.** Approve the minutes of the December 9, 2024 regular Commission meeting

**3.b.** Approve the total bills payable in the amount of \$946,372.64

**3.c.** Active Transportation Planning Services

**3.d.** Application for License to Use City Property Adjacent to 305 W. Magnetic Street

**3.e.** Application for License to Use City Property Adjacent to 428 Fisher Street

**3.f.** State Right-of-Way Permits - Roll Call Vote

### New Business

#### 4. Obsolete Property Rehabilitation Exemption Certificate - Roll Call Vote

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

### Comments from the Commission

### Comments from the City Manager

## Adjournment

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**Kyle Whitney, City Clerk**

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**City of Marquette, MI**

300 West Baraga Avenue

Marquette, MI 49855

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**Agenda Date: 12/16/2024**

**Consent Agenda - Roll Call Vote**

**Approve the minutes of the December 9, 2024 regular Commission meeting**

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- Dec. 9 minutes



## Meeting Minutes City Commission

Monday, December 9, 2024  
6:00 PM  
Commission Chambers

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

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

### Approval of the Agenda

Commissioner Jerney Ottaway moved to Approve the agenda as written, seconded by Mayor Pro Tem Paul Schloegel and Passed.

The motion carried 6-0, as Commissioner Davis had stepped briefly out of the room.

### Announcements

Mayor Hanley announced that the City's Holiday Parade and tree lighting would be happening on Friday, and she also shared information about the public component of the City Police Department's re-accreditation process.

### Boards and Committees

#### 1. Appointment(s)

Jane Fitkin to the Planning Commission for an unexpired term ending 02-15-27

Commissioner Michael Larson moved to Approve the appointment of Jane Fitkin to the Planning Commission for a term ending Feb. 15, 2027, seconded by Commissioner Cary Gottlieb and Carried Unanimously.

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

Jim Dowling said he works at a local church, and spoke about a recent incident where an agitated and distressed individual entered the church and police were ultimately called. He said that he had hoped the person would have been held more accountable for their actions.

Gayle Marjaniemi shared handouts with the Commission and spoke about her concerns with water fluoridation. She said she would like to have a citywide meeting to discuss the topic.

Margaret Brumm discussed battery recycling and said she would like the city to consider



funding battery recycling stations.

Valerie Olson read excerpts from a recent federal court decision related to fluoridation and said she would like to have broader dialogue and discussion about this. She said she thinks nothing is more important than the health and well-being of our children.

Dave Campana said he believes in the positive effects of water fluoridation and he thanked the city for doing it. He said the Commission needs to decide which organizations and groups to trust the opinions of and he said he personally chooses to put his faith in the recommendations of a long list of apolitical medical organizations that support the practice.

## **Presentation(s)**

2. Cliffs-Dow Project Update by Project Team: Richard Baron and Nicolas Tatro, Foley Baron, Metzger & Juip, PLLC, Special Counsel to City; Tom Anthos and Ryan Whaley, TriMedia Environmental & Engineering

The Commission saw a presentation from Rich Baron and Nick Tatro from Foley, Baron, Metzger & Juip, PLLC, as well as from Ryan Whaley and others on behalf of TriMedia.

Mr. Baron talked about the history of the Cliffs-Dow site and said the issues being addressed by his firm has been related to the historic wood processing activities on the site and the long-term impacts of that operation.

The team discussed the history of the property, the results of long-term environmental monitoring on the site, mitigation efforts that have already been undertaken, and possibilities for future use of the property.

Commissioners offered a handful of follow-up questions to the team, with discussion touching on future property uses, grant funding opportunities, and how and when to best move forward with marketing the site, if the Commission decides to go that route.

3. Local Development Finance Authority, by Brian Cherry

Brian Cherry, presenting on behalf of the Local Development Finance Authority, discussed the activities of the LDFA. He also highlighted the activities of the SmartZone, which is funded in part through the LDFA tax-increment financing district, touching on successes, funding and brief company profiles for SmartZone clients. He suggested that it may be beneficial for the LDFA board and City Commission to have a conversation at some point, to ensure that everyone is on the same page moving forward.

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

Commissioner Jermeay Ottaway moved to Approve the Consent Agenda as written, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

- 4.a. Approve the minutes of the November 25, 2024 regular Commission meeting
- 4.b. Approve the minutes of the December 9, 2024 joint work session
- 4.c. Approve the total bills payable in the amount of \$814,710.89
- 4.d. Aggregate Material Purchase
- 4.e. Housing Commission MERS 457 Resolution- Roll Call Vote

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

Jim Dowling said he has no problem with the police department, but said he sees a broader issue, wherein he believes the broader community seems unwilling to hold people accountable for their actions.

Dave Campana again said that he thinks water fluoridation is appropriate, and said he has seen no evidence indicating that the amount of fluoride used in municipal water fluoridation is harmful.

Margaret Brumm discussed water fluoridation, which she feels is partly responsible for her own lifelong dental health. She said the court opinion being referenced by others tonight is not binding in any way.

**Comments from the Commission**

**Commissioners Gottlieb, Davis and Larson** had no comment.

**Mayor Pro Tem Schloegel** asked everyone to do their best to keep their dollars local when shopping for the holidays and warned people to be cautious when driving around town during these early winter days, when the sun sets so early.

**Commissioner Mayer** said, regarding fluoridation, that he's not a water quality expert, but the people he trusts are the water experts that oversee the processes at a state level. He said that the story from the church sounds like it was not pleasant; he said he isn't sure what the best solution is to the mental health and substance abuse issues being brought up tonight, but he doesn't think the best solution is to build more jails.

**Commissioner Ottaway** said the Commission is not an expert body in the topic of fluoride, and that they should listen to the experts at every level. He said he doesn't foresee Marquette's processes changing without first receiving guidance to that effect from one of those expert bodies.

**Mayor Hanley** said she agrees with previous Commissioners' fluoridation comments and said she will follow the guidance given by experts. She said the church situation sounds horrible, but she praised the City Police Department and urged residents to reach out to them with any concerns.

**Comments from the City Manager**

**City Manager Karen Kovacs** said she has Community Office Hours at the Peter White Public Library this Wednesday.

## **Adjournment**

Mayor Hanley adjourned the meeting at 7:38 p.m.

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**Jessica Hanley, Mayor**

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**Kyle Whitney, City Clerk**

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## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 12/16/2024

### **Consent Agenda - Roll Call Vote** **Active Transportation Planning Services**

#### **BACKGROUND:**

The City of Marquette is the recipient of a Rural Development Fund grant from the Michigan Department of Agriculture and Rural Development. The intent of this grant program is to promote the sustainability of land-based industries and support infrastructure that benefits rural communities.

The purpose of this grant is to conduct essential planning for active transportation/micromobility infrastructure. The need for this planning is underscored by the increased pressure on existing bike paths, resulting from both pedestrians and a significant surge in the usage of e-bikes and various forms of electric micromobility devices.

The City released an RFP on October 1 to seek the services of a planning agency to engage in this planning effort. One response was received from Toole Design of Columbus, Ohio, a firm specializing in transportation-based planning, in the amount of \$59,968. Staff reviewed the proposal and it met all requirements of the RFP.

#### **FISCAL EFFECT:**

The contracted services will cost \$59,968. The City has obtained a grant for this project but is responsible for a 30% match or \$17,990.40. The estimated grant budget for this project was \$65,000 and it is recommended that the remainder be reserved for contingency related to this project.

#### **RECOMMENDATION:**

Approve the contract with Toole Design for Active Transportation Infrastructure planning services, authorize the City Manager or her designee to sign, and approve the use of the remainder of the project budget as contingency if required.

#### **ALTERNATIVES:**

As determined by the Commission.

#### **ATTACHMENTS:**

Description

- ▣ Contract

**Contract for Professional Services Between:  
City of Marquette (“Client”) and  
Transportation Engineering Design, DPC (“TDG”)**

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**1. Project Overview:**

Project Name: Marquette AT Infrastructure Planning  
TDG Project Number: 04CMH.00338  
Client Project Number: #24-08  
Client/Owner Name: City of Marquette (“Client”)  
Contract Effective Date: December 2, 2024

**2. Project Information:**

TDG Budget: **\$59,968**  
Term of Agreement: December 2, 2024 – December 31, 2025  
Project Location: Marquette, Michigan

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**3. TDG Project Manager:**

Name: Drew Parker  
Email: dparker@tooledesign.com  
Phone: (720) 204.7061 x559

**4. Client Project Manager:**

Client Organization: City of Marquette  
Client Project Manager: Sean Hobbins, Deputy City Manager  
Email: shobbins@marquettemi.gov  
Phone: (906) 225-8104

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**5. TDG Main Office Contact Information:**

Admin/Finance Address:  
8484 Georgia Ave, Suite 800,  
Silver Spring, MD 20910  
Phone: (301) 927-1900  
Contracts: Contracts@tooledesign.com  
Invoices: Accounts Payable  
accounts.payable@tooledesign.com  
& cc: TDG Project Manager

**6. Terms and Conditions:**

Except to the extent modified by Amendments (if applicable), Terms and Conditions attached incorporated here shall apply.

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**Exhibits/Attachments:**

- Terms and Conditions
- Attachment A - Scope of Work
- Attachment B - Detailed Budget and Fees

**AGREEMENT BETWEEN  
CITY OF MARQUETTE  
and  
TRANSPORTATION ENGINEERING DESIGN, DPC  
TDG# 04CMH.003378**

This Agreement is made as of December 2, 2024, between Transportation Engineering Design, DPC (“TDG”) having its principal office of business at 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, and the City of Marquette (“Client”), (collectively the “Parties”) having its principal office of business at 300 W. Baraga Avenue, Marquette, Michigan 49855. TDG’s project number shall be as follows: 04CMH.00338

AGREEMENT

TDG and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership or principal-agent relationship between TDG and Client.
2. The scope of this Agreement (the “Project” or “Services”) and time period of performance are as follows:

*Per Attachment A*

3. Client shall compensate TDG by paying a lump sum fee with a budget amount of \$59,968. A more detailed description of the compensation for the Services may be found in *Attachment B*.
4. TDG shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay TDG within ten (10) days after receipt of invoice. Should the Client fail to make timely payment, TDG reserves the right to stop work until payment is received.
5. This Agreement shall automatically terminate on December 31, 2025. Before this official date of termination, the obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Upon any termination, TDG will be paid for all services completed to the date of termination.

6. Client shall arrange for access to and make all provisions for TDG to enter upon public and private property as required for TDG to perform the Services.
7. Client shall give written notice to TDG whenever Client becomes aware of any development that affects the scope or timing of TDG’s Services.
8. Financial records of TDG pertinent to TDG’s compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.

9. TDG shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. TDG shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data, and all other material relating to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for three (3) years from the date of final payment to TDG auditing, inspection, and copying upon Client's request.
10. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To Contractor at:

Transportation Engineering Design, DPC  
8484 Georgia Avenue, Suite 800  
Silver Spring, MD 20910

To Client at:

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

11. TDG has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property.

TDG shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. TDG shall maintain this insurance at least until the completion of TDG's services.

12. TDG and its subrogees shall hold harmless and indemnify the Client, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of TDG, its agents, servants, and employees or lower tiered contractors in the performance of this Agreement.
13. To the extent allowed by law, and without waiving governmental immunity Client and its subrogees shall hold harmless and indemnify TDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of Client, its agents, servants, employees or lower tiered contractors in the performance of this Agreement.
14. All original design calculations, field notes, quantity calculations, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement ("Data"), and without regard to the media in which the Data was developed, shall be the property of the Client and TDG. Client shall make available to TDG drawings, specifications, schedules and other information and data which are pertinent to TDG's Services. These aforementioned non-public documents, information, and data shall

remain the property of the Client and/or of another party if required.

15. Any dispute resolution process will be governed by the procedures outlined in this Agreement. Any disputes relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute (“Representative”). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.
16. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Maryland.
17. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney’s fees, expert witness fees, and costs.
18. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
19. Client and TDG shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages of any kind (including, but not limited to lost profits and operation costs).
20. All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, termination or completion of the Project and/or Agreement.
21. In the event that any term or condition of this Agreement is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected and thereby continue in full force.
22. This Agreement represents the entire integrated agreement between TDG and Client and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified



or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the Parties hereto have made, executed and agreed to this Agreement as the day and year first above written.

**Transportation Engineering Design, DPC**

**City of Marquette**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ciara Schlichting

Name: Sean Hobbins

Title: Director of Operations, Midwest

Title: Deputy City Manager

## PROJECT UNDERSTANDING

The City of Marquette has built a strong year-round Active Transportation culture, with a network of sidewalks, multi-use paths, trails, and on-street bicycle infrastructure that supports a large number of residents and visitors walking and biking in the city. The draft 2024 Master Plan further supports this existing walking and biking demand with a key principle to “create safe and enjoyable transportation and recreation options year-round.” According to the 2023 Census American Community Survey, 13% of residents walk to work and 2% of residents bike to work, establishing a strong every day active transportation culture in the city that is boosted by high demand for recreational walking and bicycling facilities for residents and visitors. Previous work building out an active transportation network in the city has led to the City being certified as a Silver Bicycle Friendly Community by the League of American Bicyclists. The 2017 Trails Master Plan and 2023 Proposed Bike Route map have already established a detailed vision for completing a comprehensive active transportation network. This Active Transportation Planning Infrastructure project presents a unique opportunity to work out the details of this network to build a safe and connected network for people of all ages and abilities to walk and bike throughout the City year-round.

## SCOPE OF WORK

We have outlined a proposed scope of work that includes a summary of the anticipated project delivery process. If selected, Toole Design will work with City of Marquette staff to revise and finalize this scope of work prior to incorporating it into the contract.

### TASK 1: PROJECT MANAGEMENT

With any project, it’s important to have a project manager and key staff members with experience across many disciplines so that issues can be anticipated and diffused before they become problems. The Toole Design Team, starting with the project manager, will use its expertise to ensure that this project runs smoothly. We approach our clients as partners, but because we recognize staff time as a finite commodity, we make sure to separate the issues that can easily be solved in-house from those that require staff input.

As Project Manager, Drew Parker will be responsible for project oversight and regular communication with City of Marquette staff. He will schedule monthly calls with the City of Marquette PM to provide project updates, review work progress, and collaborate on upcoming tasks and deliverables.

As part of our commitment to providing the highest level of quality, Toole Design employs a rigorous Quality Assurance/Quality Control (QA/QC) program to control the quality of our work. Every Toole Design



Marquette’s scenic downtown is already a very walkable place.

project is assigned a Principal-in-Charge, a senior staff member who takes personal responsibility for Toole Design's performance on the project. Projects then start with an internal kickoff meeting where the project manager and Principal-in-Charge work with the project team to clearly define and document the roles and responsibilities of all team members and discuss the appropriate QA/QC process. Our Principal-in-Charge for this project is David Shippis, AICP. David is our Columbus Officer Director and has over 20 years of experience managing and advising staff on complex pedestrian, bicycle, and trail planning projects. Additionally, Adam Wood, AICP, our Active Transportation Plan Practice Lead will provide supplemental Q/C review on key deliverables to ensure our approach incorporates state-of-the-practice techniques and recommendations.

### TASK 1 DELIVERABLES

- Up to 12 monthly one-hour check-in calls with City of Marquette PM
- Up to 12 monthly invoices and progress reports

## TASK 2: EXISTING CONDITIONS ANALYSIS

A detailed existing conditions analysis phase will build a strong foundation for the Active Transportation Plan. We envision five major tasks within the Existing Conditions Analysis phase including:

1. Data collection
2. Existing and Planned Facility Mapping
3. Program and Policy Review
4. Safety Assessment
5. Existing Conditions Summary Memo

### TASK 2.1 DATA COLLECTION

Toole Design will work with the City of Marquette to gather and evaluate available data. We will send a data request that includes information like GIS layers, recent plans, and information on any educational or supportive programming. We will work with whatever level of data is available. When items are unavailable, we will pull data from MDOT and regional or other statewide sources to round out our data needs.

### TASK 2.2 EXISTING AND PLANNED FACILITY MAPPING

Toole Design will review previous efforts and work with City of Marquette staff to map existing and planned

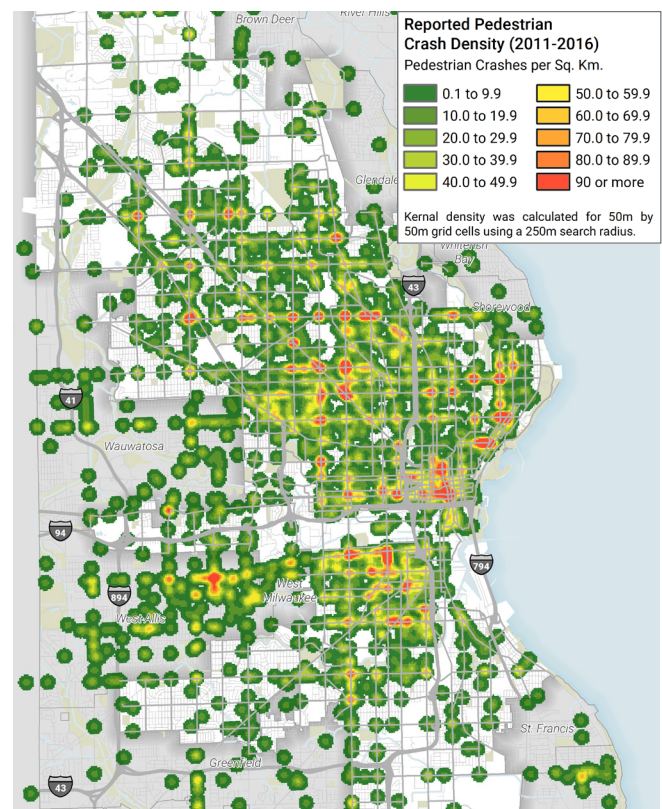
active transportation facilities across the City. This will include on- and off-street bicycle facilities, sidewalks, major intersection reconstruction projects (if applicable), grade-separated crossings, and intersection control and pedestrian crossing enhancement types. The information will be included on a summary map to inform future analysis and public engagement.

## TASK 2.3 PROGRAM AND POLICY REVIEW

Toole Design will compile an inventory of existing and past programs, such as educational campaigns and encouragement programs, that have been used in the City. We will inventory City policies that relate to active transportation. This information provides valuable context and lays the groundwork for programmatic and policy recommendations in Task 4.

## TASK 2.4 SAFETY ASSESSMENT

We will map the locations of all crashes involving pedestrians or bicyclists for the last five full years of data available. The analysis summary will include a crash map, summary statistics of the overall crash trends, and key safety trends relevant to the plan.



Pedestrian crash density map from Milwaukee, WI.



## TASK 2.5 EXISTING CONDITIONS SUMMARY MEMO

The results of the four tasks above will be summarized in a succinct Existing Conditions Summary Memo to support a shared understanding of the state of walking and biking in Marquette.

### TASK 2 DELIVERABLES

- Existing Conditions Summary Memo

## TASK 3: ENGAGEMENT

Once we develop a baseline understanding of the existing state of walking and biking in Marquette, our next step will be to reach out to residents to understand what they think. First, we will review the engagement summaries from the 2017 Trails Master Plan and 2024 Community Master Plan to understand what people have already said about walking and biking in Marquette. Then we will use a three-pronged approach to reach out to community members. These three engagement efforts are:

1. A two-day In-Person Active Transportation Palooza
2. An online public input webmap
3. An online public survey

### TASK 3.1 ACTIVE TRANSPORTATION PALOOZA

We propose hosting a two-day intensive engagement event that includes a combination of small pop-ups throughout the day in key locations around the City and

one larger public workshop per day (two total). We have used this approach on other plan projects and find that it helps get input from a wide variety of residents and visitors. It also provides multiple types of opportunities to engage with the project from short two-minute interactions at a pop-up to provide high-level feedback to longer discussions with the project team at public workshops. This approach also expands our outreach efforts by bringing people into the planning process that would not otherwise interact with the project.

### TASK 3.2 PUBLIC INPUT WEBMAP

We will develop a public input webmap to provide an online alternate option to the in-person Active Transportation Palooza. This webmap will show existing and previously proposed routes/crossings and will allow people to support or disagree with proposed routes/crossings or add their own new routes/crossings. We propose leaving this map open for a month after the in-person events to allow people to continue to engage with the project as they hear more about it.

### TASK 3.3 PUBLIC SURVEY

In addition to the map-based survey, we will develop a qualitative survey that asks more general questions about active transportation such as how safe they currently feel walking and biking in the city and what they think the biggest barriers to walking and biking are in the city.



For the Bloomington, IN Safe Streets for All Action Plan, Toole Design staff had small, interactive pop-ups throughout the day in key locations, including downtown streets and at a local grocery store.

## TASK 3.4 ENGAGEMENT SUMMARY MEMO

The results of these three engagement activities will be summarized in an Engagement Summary Memo which will serve as the basis for the engagement chapter of the draft plan in Task 5.

### TASK 3 DELIVERABLES

- Active Transportation Pooza
- Public Input Webmap
- Public Survey
- Engagement Summary Memo

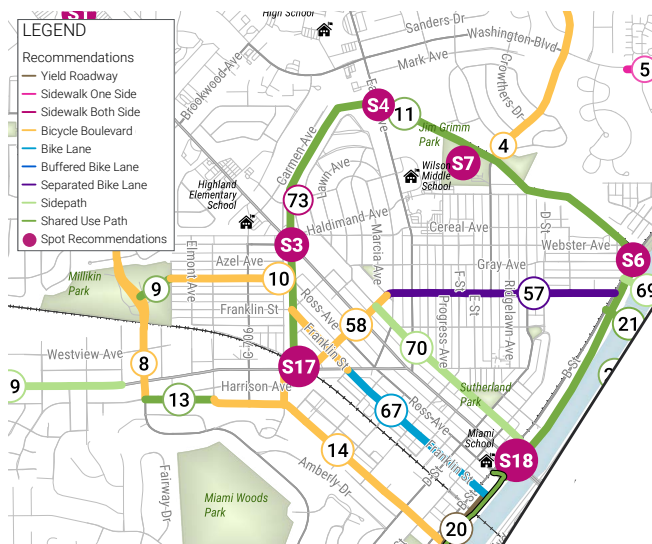
## TASK 4: RECOMMENDATIONS

Once the engagement input phase is complete, we will start developing recommendations. This will include three sub-tasks:

1. Development of a Project List and Map
2. Program and Policy Recommendations
3. Project Prioritization

### TASK 4.1 PROJECT LIST AND MAP

Toole Design will use the existing conditions analysis, public engagement results, and City staff guidance to develop a project list and map covering on and off-street bike facilities, sidewalks, and enhanced crossings. The recommended project list will form an active transportation network with bicycle and pedestrian routes proposed across the City. The routes will consider factors like right-of-way, crash history,



A map of network recommendations Toole Design created for the City of Hamilton, OH.

speed and volume of motor vehicle traffic, land use, and connections to local and regional destinations. For each proposed project, Toole Design will determine conceptual facility types based on findings of existing conditions analyses, local context, and expected users.

### TASK 4.2 PROGRAM AND POLICY RECOMMENDATIONS

We will work with City staff to develop a suite of program and policy recommendations that will support the infrastructure recommendations in the project list and map. These recommendations may include increased public education, Safe Routes to School programming, or policy changes. The program and policy recommendations will identify the responsible party, a general timeframe, and possible supportive partnerships.

### TASK 4.3 PROJECT PRIORITIZATION

Toole Design will work with City staff to develop a method to prioritize the infrastructure project list. This approach will use criteria that connect to the project goals. In past plans, we have used criteria such as improving safety and comfort, improving access to key destinations, reducing barriers, and filling gaps in the active transportation network.

### TASK 4 DELIVERABLES

- Project List and Map

## TASK 5: PLAN DEVELOPMENT

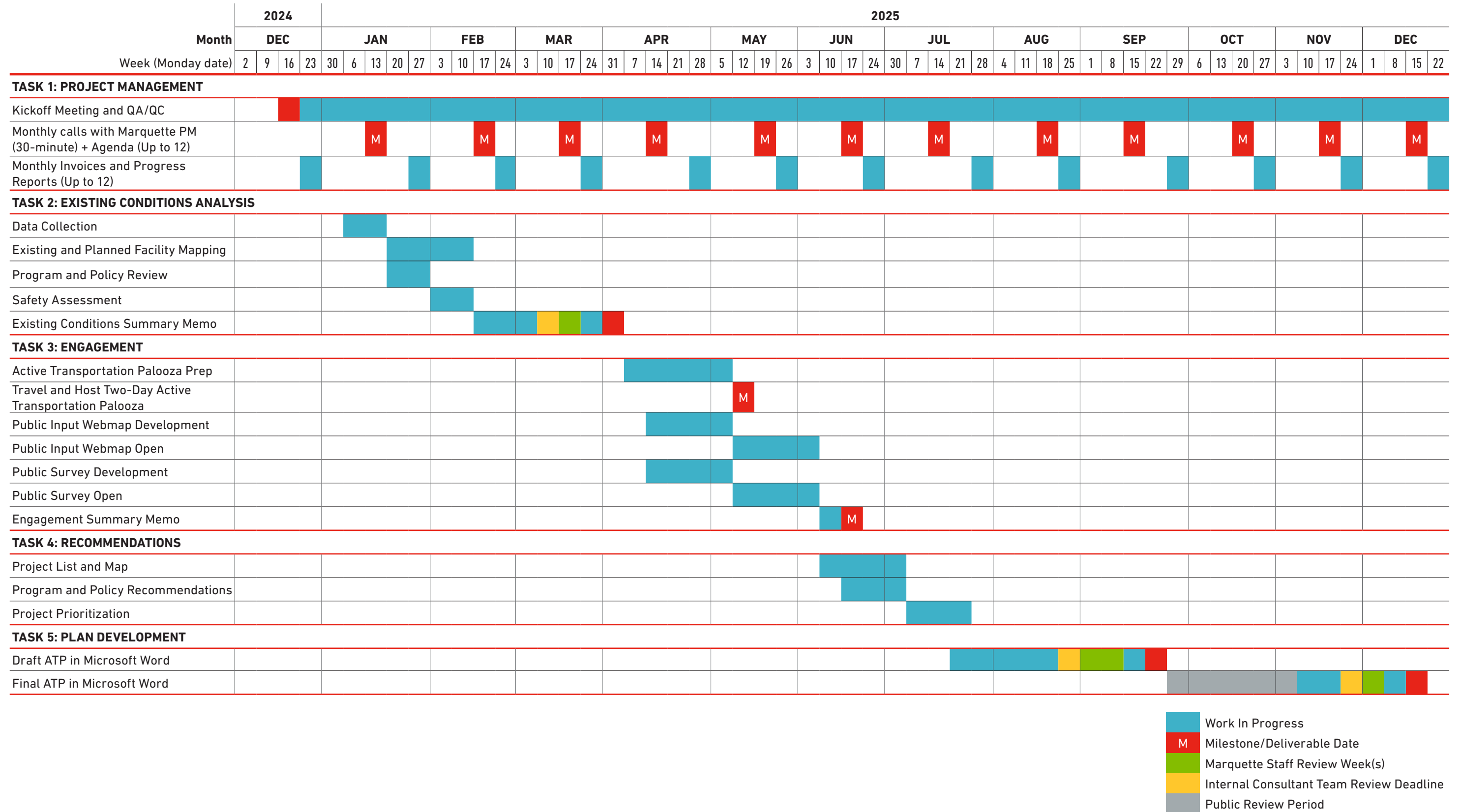
Once recommendations have been finalized, a draft Active Transportation Plan will be developed in Microsoft Word. In addition to summarizing all of the previous tasks, the draft plan will also include an implementation chapter that includes a funding strategy, maintenance recommendations, and a proposed plan for ongoing evaluation of active transportation efforts. The draft plan will be submitted to the City comments, and once Toole Design has addressed those comments, it will be posted for a six-week public review period. After the review period, Toole Design will update the draft plan accordingly and submit a final plan to the City for review and approval by Plan Commission and City Commission.

### TASK 5 DELIVERABLES

- Draft Active Transportation Plan
- Final Active Transportation Plan

# SCHEDULE

The chart below outlines our proposed schedule for Marquette's Active Transportation Infrastructure Planning efforts, including benchmarks for evaluating progress, meetings, and overall time for project completion. Toole Design looks forward to refining this schedule in collaboration with the City of Marquette.



## Attachment B

# COST PROPOSAL

The following table shows Toole Design's proposed budget. The hours and costs represent our initial estimate of the necessary level of effort. However, we are flexible and we anticipate refining the approach in collaboration with the City of Marquette. Notes: Rates are valid through February 2026; rates are provided by category; rates do not include reimbursable expenses.

<b>TASKS</b>	<b>Staff Name</b>	Shippy	Parker	Goode	Schooley	Colman	Wood	<b>Subtotal (Hours)</b>	<b>Subtotal (Fee)</b>
	<b>Billing Rate</b>	\$228	\$190	\$112	\$170	\$178	\$222		
<b>1: PROJECT MANAGEMENT</b>									
Kickoff Meeting		1	2	1	1			5	\$890
Monthly calls with Marquette PM (30-minute) + Agenda (up to 12)			12	6	6			24	\$3,972
General Project Administration			8					8	\$1,520
Monthly Invoices and Progress Reports (up to 12)		3	6					9	\$1,824
<i>Task 1 Subtotal</i>		4	28	7	7	0	0	46	\$8,206
<b>2: EXISTING CONDITIONS ANALYSIS</b>									
Data Collection			4	8				12	\$1,656
Existing and Planned Facility Mapping			4	16				20	\$2,552
Program and Policy Review			1	4				5	\$638
Safety Assessment			2	10				12	\$1,500
Existing Conditions Summary Memo		2	4	10		2		18	\$2,692
<i>Task 2 Subtotal</i>		2	15	48	0	2	0	67	\$9,038
<b>3: ENGAGEMENT</b>									
In-Person Public Workshop and Pop-Up Prep			2	32	8			42	\$5,324
Travel and Attend In-Person Public Workshop and Pop-Ups			30		30			60	\$10,800
Public Input Webmap				20				20	\$2,240
Public Survey				8				8	\$896
Engagement Summary Memo			2	12	4			18	\$2,404
<i>Task 3 Subtotal</i>		0	34	72	42	0	0	148	\$21,664
<b>4: RECOMMENDATIONS</b>									
Project List and Map		2	4	20		4	2	32	\$4,612
Program and Policy Recommendations			2	8				10	\$1,276
Project Prioritization			2	20				22	\$2,620
<i>Task 4 Subtotal</i>		2	8	48	0	4	2	64	\$8,508
<b>5: PLAN DEVELOPMENT</b>									
Draft ATP in Microsoft Word		2	10	30			2	44	\$6,160
Final ATP in Microsoft Word		2	8	8				18	\$2,872
<i>Task 5 Subtotal</i>		4	18	38	0	0	2	62	\$9,032
<i>Total Labor Hours</i>		12	103	213	49	6	4	387	-
<i>Total Labor Fee</i>		\$2,736	\$19,570	\$23,856	\$8,330	\$1,068	\$888	-	\$56,448
								<i>Direct Expenses</i>	\$3,520
								<b>TOTAL PROJECT FEE</b>	<b>\$59,968</b>

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

---

**Agenda Date:** 12/16/2024

**Consent Agenda - Roll Call Vote**

**Application for License to Use City Property Adjacent to 305 W. Magnetic Street**

**BACKGROUND:**

Messiah Lutheran Church has applied for a Grant of License to place a small storage shed within the Magnetic Street right-of-way on the northeast side of the main church building. The specific location is within an area that was previously approved (July 2024) for a Grant of License to allow for fencing to be erected in order to provide an enclosed play area for young children, and is shown on an included photo map titled Exhibit A.

**FISCAL EFFECT:**

The application fee has been paid.

**RECOMMENDATION:**

Approve the License and execute the Grant of License document.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▢ Grant of License-Exhibit\_10-PRU-12-24
- ▢ Application\_10-PRU-12-24\_305 W Magnetic St.



## GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and MESSIAH LUTHERAN CHURCH, of 305 W. Magnetic St., Marquette, Michigan 49855, "CHURCH," enter into this agreement on \_\_\_\_\_, 2024, subject to the following conditions:

1. Background. The City owns the Magnetic Street right of way, in the City of Marquette, and State of Michigan.  
Church desires to construct a shed ("Shed"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$460.00, the City grants to Church the right to construct and maintain the Shed on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Church shall construct, and at all times while this License is in effect, maintain the Shed in good repair. Church shall be responsible for all fees and expenses related to the construction and maintenance of the Shed and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Shed except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities or performs street work, Church shall be responsible for any removal of, repair to or replacement of the Shed in connection with utility work. Church shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's real estate.
5. Reimbursement for damages. Church shall reimburse the City for any physical damages to the City's real estate caused by Church's use on the real estate. Church shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Church's use. Church's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Church reserves the right to control the defense and settlement of any claim for which Church has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Church shall remove the Shed from the real estate, at its own expense. Church shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to Church, and terminate upon the transfer of ownership of Church's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

By: Jessica Hanley  
Its: Mayor

By: Kyle Whitney  
Its: Clerk

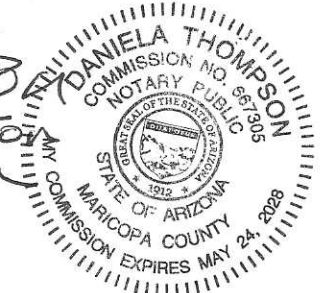
STATE OF MICHIGAN )  
  )  
COUNTY OF MARQUETTE )

Acknowledged before me in Marquette County, Michigan, on \_\_\_\_\_, 2024, by Jessica Hanley, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

\_\_\_\_\_, Notary Public  
State of Michigan, County of Marquette  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Marquette

Messiah Lutheran Church

*Gretchen Preston*  
By: Gretchen Preston  
Its: Child Care Center



*Arizona*  
STATE OF MICHIGAN )  
  )  
COUNTY OF MARQUETTE )

*Maricopa Maricopa Arizona*  
Acknowledge before me in Marquette County, Michigan, on *3<sup>rd</sup> of December*, 2024, by *Gretchen Preston, Child Care Center* of Messiah Lutheran Church.

*Daniela Thompson*  
\_\_\_\_\_, Notary Public  
State of ~~Michigan~~ *Arizona*, County of ~~Marquette~~ *Maricopa*  
My Commission Expires: *May 24, 2028*  
Acting in the County of ~~Marquette~~ *Maricopa*



Magnetic Street

**EXHIBIT A**

**10-PRU-11-2024**

305 W Magnetic St.

Messiah Lutheran Church

License to Use Public Right of Way for placement of a **shed** within the fenced area in right-of-way approved by 06-PRU-06-24



Area of approved License for a picket fence (along orange line) is shown within the yellow rectangle above. The area for the shed that is requested to be placed within this license area is shown by the purple polygon inside the licensed area.

Fourth Street

305  
0410150

305

301

301  
0340031

1029

1029  
0340021

1024  
0410140

1024

1015  
0330660

1015

1025  
1025  
0340010

1025

In regard to the map, the information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. Page 2 of 6  
City of Marquette, MI shall be liable for any damages, direct or consequential, from the use of information.



1 inch = 31 feet



Mail to:  
Municipal Service Center  
Community Development Office  
1100 Wright St.  
Marquette, MI 49855

**PRINT**

**CITY OF MARQUETTE  
APPLICATION FOR LICENSE/EASEMENT  
OF CITY-OWNED PROPERTY**



CITY STAFF USE		
Date Submitted: <u>11/14/24</u>	Parcel ID#: <u>0410150</u>	File #: <u>10-PRU-12-24</u>
Property Address/Location: <u>305 W. Magnetic St.</u>		
Adequate Graphic Image or Legal Description Submitted: <input checked="" type="radio"/> Y / <input type="radio"/> N		
Receipt #: <u>930243</u>	Check #: <u>1150</u>	Received by and date: <u>12/03/24</u>

**FEE \$460 (We can only accept Cash or Check (written to the City of Marquette))**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS! If you have any questions, please call 228-0425 or e-mail [dstensaas@marquettemi.gov](mailto:dstensaas@marquettemi.gov).**

**ADDRESS INFORMATION**

What is the street address, or nearest street address, of the property/location of the requested license/easement?  
305 West Magnetic

**APPLICANT CONTACT INFORMATION and LEGAL NAME OF PROPERTY OWNER**

APPLICANT or REPRESENTATIVE
Name: <u>Messiah Lutheran Church</u>
Address: <u>305 West Magnetic</u>
City: <u>Marquette</u>
State, Zip: <u>Michigan 49855</u>
Phone #: <u>906 225-1119</u>
Email: <u>Jen@messiahlutheranmqt.org</u>

NAME(S) ON PROPERTY DEED
Name(s): <u>Messiah Lutheran Church</u>
Address: <u>305 West Magnetic</u>
City, State, Zip: <u>Marquette, MI 49855</u>
Phone #: <u>906 225-1119</u>
Email: <u>Jen@messiahlutheranmqt.org</u>

**PROJECT DESCRIPTION**

Please describe the reason or necessity for the requested license/easement for use of the City property:  
A license is requested to install an 8' x 10' shed in the location shown on the attachment. This area, shown outlined in yellow is a play yard for infants and toddlers. These children have equipment (small bikes, hula hoops, sand toys, play trucks, summer garden hoses, sleds, etc.) that need to be stored when not being used and protected from the elements.

**LEGAL or GRAPHIC LOCATION DESCRIPTION**

A surveyed legal description of the license/easement area or a graphic image of the approximate requested license area is required. City staff can provide an aerial photo of the subject property/area to assist with creating a graphic location description/exhibit for the application.

Christina in the City of Marquette Assessors Office described this area as:

"A city right of way adjacent to 305 West Magnetic, Messiah Lutheran Church".

**ATTACHMENTS**

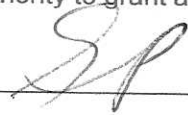
You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area. Attachments:

I have attached an aerial photo of this area showing the proposed location of the shed on site.

I have also attached a hand drawing of this same location. Play equipment occupies the area south of the proposed location as well as a large telephone pole that makes that area not available for the shed. The area in front of the church building needs to be clear for childrens winter sledding and vision into Magnetic street. It is also not aesthetically pleasing for placement of a shed. Placing the shed in the corner of the asphalt area avoids supervision concerns and ease of placement or removal (if required). Discussion and agreement between the church and Gretchen's House have determined that this is the best placement of the shed.

**SIGNATURE**

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: 

Date: 11-14-2024



Magnetic Street

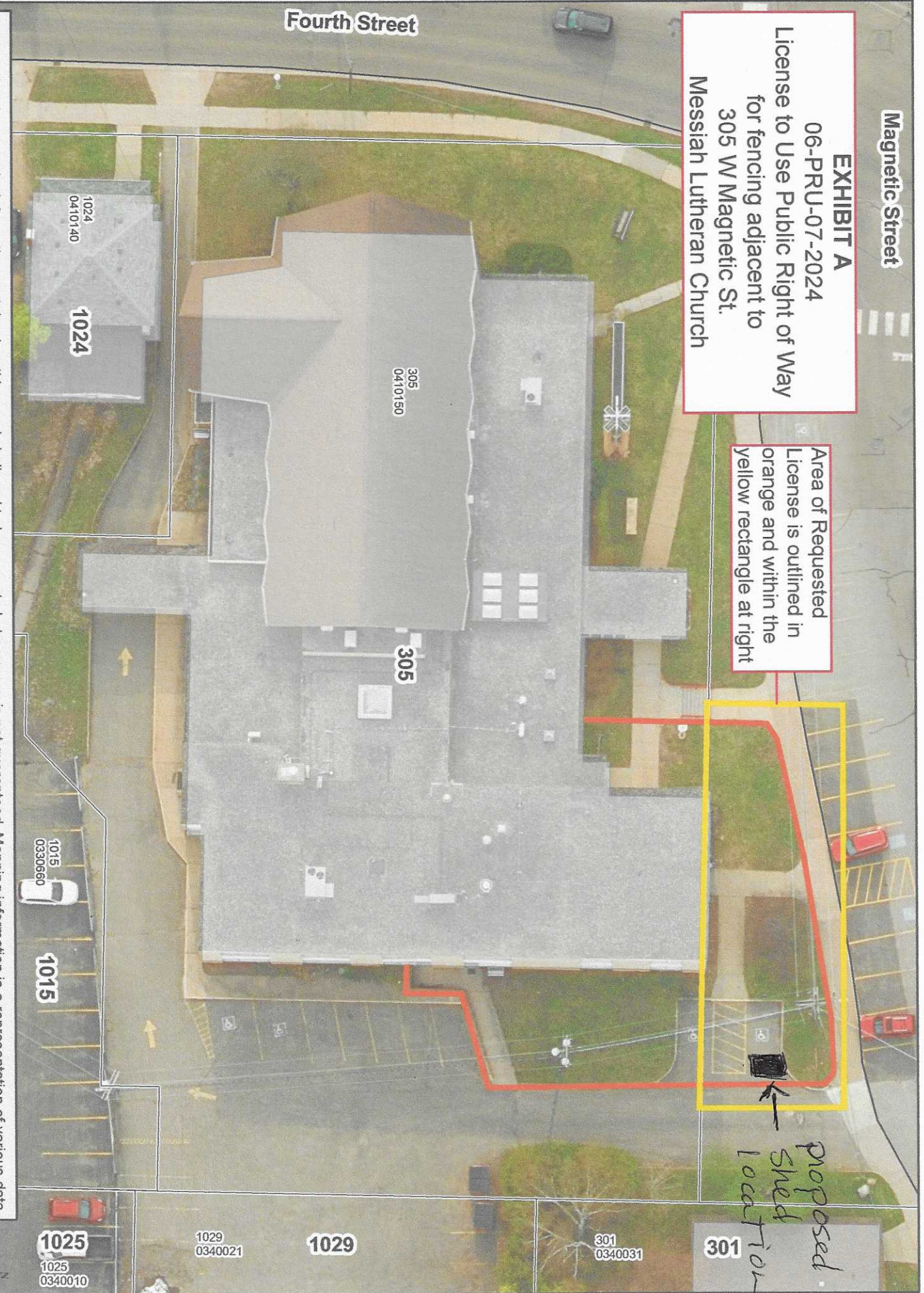
**EXHIBIT A**

06-PRU-07-2024  
License to Use Public Right of Way  
for fencing adjacent to  
305 W Magnetic St.  
Messiah Lutheran Church

Area of Requested  
License is outlined in  
orange and within the  
yellow rectangle at right

*proposed  
shed  
location*

Fourth Street



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

1 inch = 31 feet  
W  
S  
E



File #: \_\_\_\_\_

Parcel ID#: \_\_\_\_\_

**STAFF REVIEW**

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

**Please fill out the form within 48 hours of receiving it.**

<u>Reviewing Department</u>	<u>Recommend Approval</u>	<u>Comments</u>
-----------------------------	---------------------------	-----------------

**Planning & Zoning-Community Development**

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

---

**Treasurer**

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

---

**Police**

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

---

**Engineering- Community Development**

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

---

**DPW**

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

---

**Fire**

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

---

**Community Services (Parks & Rec.)**

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

Magnetic Street

**EXHIBIT A**

**10-PRU-11-2024**

305 W Magnetic St.

Messiah Lutheran Church

License to Use Public Right of Way for placement of a **shed** within the fenced area in right-of-way approved by 06-PRU-06-24



shed

Area of approved License for a picket fence (along orange line) is shown within the yellow rectangle above. The area for the shed that is requested to be placed within this license area is shown by the purple polygon inside the licensed area.

Fourth Street

305  
0410150

305

301

301  
0340031

1029

1029  
0340021

1024  
0410140

1024

1015  
0330660

1015

1025  
1025  
0340010

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City of Marquette, MI  
information.



1 inch = 31 feet



**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 12/16/2024

**Consent Agenda - Roll Call Vote**

**Application for License to Use City Property Adjacent to 428 Fisher Street**

**BACKGROUND:**

Bryan and Natasha Fisher have submitted an application to use a small portion of the Fisher Street right-of-way adjacent to the home they own at 428 Fisher Street for the placement of a ramp that is needed by his parents for home access. The ramp has been in this location for more than twenty years and was recently rebuilt by Mr. Fisher due to weather damage. Mr. Fisher applied for and received a Zoning Compliance Permit for the portion of the ramp on this property this fall, but the ramp was originally built without a permit or a license, and Mr. Fisher did not understand that he needed permission for the reconstruction of the ramp.

**FISCAL EFFECT:**

The application fee of \$460 and has been paid.

**RECOMMENDATION:**

Approve the License and execute the Grant of License document.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▣ Application for License\_09-PRU-11-24\_428 Fisher St.
- ▣ Agreement-Exhibit\_09-PRU-11-24\_428 Fisher St.

Mail to:  
Municipal Service Center  
Community Development Office  
1100 Wright St.  
Marquette, MI 49855

PRINT

**CITY OF MARQUETTE**  
**APPLICATION FOR LICENSE/EASEMENT**  
**OF CITY-OWNED PROPERTY**



**CITY STAFF USE**

Date Submitted: 11/01/2024 Parcel ID#: 0120740 File #: 09-PRU-11-2024  
Property Address/Location: 428 Fisher St.  
Adequate Graphic Image or Legal Description Submitted:  Y  N  
Receipt #: 930217 Check #: 2200 Received by and date: 11/01/2024 EP

**FEE \$460 (We can only accept Cash or Check (written to the City of Marquette))**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!** If you have any questions, please call 228-0425 or e-mail [dstensaas@marquettemi.gov](mailto:dstensaas@marquettemi.gov).

**ADDRESS INFORMATION**

What is the street address, or nearest street address, of the property/location of the requested license/easement?

428 FISHER ST. MARQUETTE

**APPLICANT CONTACT INFORMATION and LEGAL NAME OF PROPERTY OWNER**

**APPLICANT or REPRESENTATIVE**

Name: BRYAN FISHER  
Address: 428 FISHER ST.  
City: MARQUETTE  
State, Zip: MI 49855  
Phone #: 989-859-5621  
Email: feedaddy@gmail.com

**NAME(S) ON PROPERTY DEED**

Name(s): BRYAN & NATASHA FISHER  
Address: SAME  
City, State, Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

**PROJECT DESCRIPTION**

Please describe the reason or necessity for the requested license/easement for use of the City property:

REPLACING WHEELCHAIR RAMP TO FRONT DOOR OF HOUSE.  
EXISTING RAMP WAS DETERIORATING. EXISTING RAMP HAD  
BEEN THERE 30 YRS. SIMPLE REPLACEMENT OF  
EXISTING STRUCTURE

**LEGAL or GRAPHIC LOCATION DESCRIPTION**

A surveyed legal description of the license/easement area or a graphic image of the approximate requested license area is required. City staff can provide an aerial photo of the subject property/area to assist with creating a graphic location description/exhibit for the application.

ARIAL PHOTO PROVIDED WITH APPLICATION

**ATTACHMENTS**

You may attach sketches, maps, photos, or other items that may help to illustrate/visualize your request. Community Development staff will attach a photo-map of the area. Attachments:

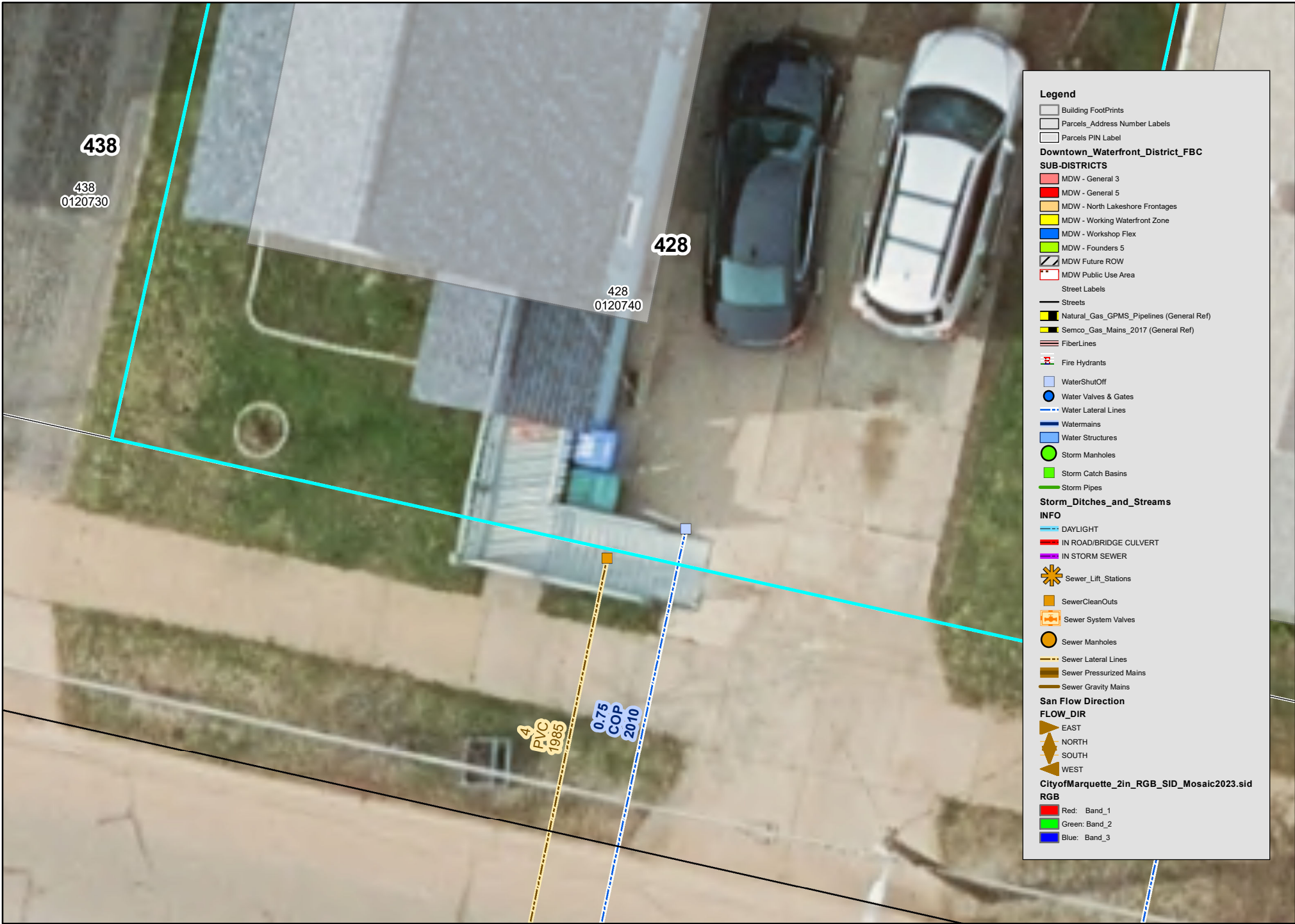
ARIA PHOTO PROVIDED WITH APPLICATION

**SIGNATURE**

I understand that this application itself is not considered an approval and only the Marquette City Commission has the authority to grant an approval for a license/easement for use of property owned by the City of Marquette.

Signature: 

Date: 10/31/2024



**Legend**

- Building FootPrints
- Parcels\_Address Number Labels
- Parcels PIN Label

**Downtown\_Waterfront\_District\_FBC**

**SUB-DISTRICTS**

- MDW - General 3
- MDW - General 5
- MDW - North Lakeshore Frontages
- MDW - Working Waterfront Zone
- MDW - Workshop Flex
- MDW - Founders 5
- MDW Future ROW
- MDW Public Use Area

Street Labels

Streets

- Natural\_Gas\_GPMS\_Pipelines (General Ref)
- Semco\_Gas\_Mains\_2017 (General Ref)
- FiberLines

- Fire Hydrants
- WaterShutOff
- Water Valves & Gates
- Water Lateral Lines
- Watermains
- Water Structures
- Storm Manholes
- Storm Catch Basins
- Storm Pipes

**Storm\_Ditches\_and\_Streams**

**INFO**

- DAYLIGHT
- IN ROAD/BRIDGE CULVERT
- IN STORM SEWER
- Sewer\_Lift\_Stations
- SewerCleanOuts
- Sewer System Valves
- Sewer Manholes
- Sewer Lateral Lines
- Sewer Pressurized Mains
- Sewer Gravity Mains

**San Flow Direction**

**FLOW\_DIR**

- EAST
- NORTH
- SOUTH
- WEST

CityofMarquette\_2in\_RGB\_SID\_Mosaic2023.sid

**RGB**

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

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 City of Marquette, MI  
 information.



1 inch = 7 feet



## Photos of Access Ramp at 428 Fisher Street

**The new ramp at 428 Fisher St., as it was being rebuilt in October of 2024:**



The new ramp is almost an exact replica of the original ramp, which was in place for at least 30 years, according to the property owner. The image below shows the ramp in 2023, with the property line showing that much of the ramp is in the Fisher St. right-of-way:



## GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and Bryan R. and Natasha L. Fisher, of 428 Fisher Street, Marquette, MI 49855, ("Fisher") licensee, enter into this agreement on \_\_\_\_\_, 2024, subject to the following conditions:

1. Background. The City owns the Fisher Street public right of way, in the City of Marquette, and State of Michigan.  
Fisher desires to construct a ramp ("Ramp"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of \$460.00, the City grants to Fisher the right to construct the Ramp on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Fisher shall construct, and at all times while this License is in effect, maintain the Ramp in good repair. Fisher shall be responsible for all fees and expenses related to the construction and maintenance of the Ramp and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Ramp except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Fisher shall be responsible for any removal of, repair to or replacement of the Ramp in connection with utility work. Fisher shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's public right of way.
5. Reimbursement for damages. Fisher shall reimburse the City for any physical damages to the City's public right of way caused by Fisher's use on the real estate. Fisher, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Fisher's use. Fisher's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Fisher reserves the right to control the defense and settlement of any claim for which Fisher has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 90 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Fisher shall remove the Ramp from the real estate, at its own expense. Fisher shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to Fisher, and terminate upon the transfer of ownership of Fisher's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

The said parties have caused this document to be executed the day and year first written above.

CITY OF MARQUETTE

\_\_\_\_\_  
By: Jessica Hanley  
Its: Mayor

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

STATE OF MICHIGAN )  
COUNTY OF MARQUETTE )

Acknowledged before me in Marquette County, Michigan, on \_\_\_\_\_, 2024,  
by Jessica Hanley, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal  
corporation.

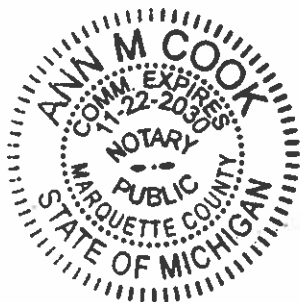
\_\_\_\_\_, Notary Public  
State of Michigan, County of Marquette  
My Commission Expires: \_\_\_\_\_  
Acting in the County of Marquette


  
\_\_\_\_\_  
Bryan R. Fisher

  
\_\_\_\_\_  
Natasha L. Fisher

STATE OF MICHIGAN )  
COUNTY OF MARQUETTE )

Acknowledged before me in Marquette County, Michigan, on November 19, 2024,  
by Bryan R. Fisher and Natasha L. Fisher.



  
\_\_\_\_\_  
Ann M. Cook, Notary Public  
State of Michigan, County of Marquette  
My Commission Expires: 11-22-30  
Acting in the County of Marquette



**EXHIBIT A**  
**09-PRU-11-2024**  
**428 Fisher Street**  
**Ramp in right-of-way**

438  
0120730

428

428  
0120740

The approximate area of the license request is shown in the rectangle outlined in purple below.

**Legend**

- Building FootPrints
- Parcels\_Address Number Labels
- Parcels PIN Label

**Downtown\_Waterfront\_District\_FBC**

**SUB-DISTRICTS**

- MDW - General 3
- MDW - General 5
- MDW - North Lakeshore Frontages
- MDW - Working Waterfront Zone
- MDW - Workshop Flex
- MDW - Founders 5
- MDW Future ROW
- MDW Public Use Area

Street Labels

Streets

- Natural\_Gas\_GPMS\_Pipelines (General Ref)
- Semco\_Gas\_Mains\_2017 (General Ref)
- FiberLines

- Fire Hydrants
- WaterShutOff
- Water Valves & Gates
- Water Lateral Lines
- Watermains
- Water Structures
- Storm Manholes
- Storm Catch Basins
- Storm Pipes

**Storm\_Ditches\_and\_Streams**

**INFO**

- DAYLIGHT
- IN ROAD/BRIDGE CULVERT
- IN STORM SEWER

- Sewer\_Lift\_Stations
- SewerCleanOuts
- Sewer System Valves
- Sewer Manholes
- Sewer Lateral Lines
- Sewer Pressurized Mains
- Sewer Gravity Mains

**San Flow Direction**

**FLOW\_DIR**

- EAST
- NORTH
- SOUTH
- WEST

**CityofMarquette\_2in\_RGB\_SID\_Mosaic2023.sid**

**RGB**

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

4  
PVC  
1986

0.75  
COP  
2010

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 City of Marquette, MI  
 information.



1 inch = 7 feet



## City of Marquette, MI

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 12/16/2024

### **Consent Agenda - Roll Call Vote** **State Right-of-Way Permits - Roll Call Vote**

#### **BACKGROUND:**

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

#### **FISCAL EFFECT:**

The City is not exposed to additional liability from owning and maintaining facilities on highway right-of-way by virtue of the resolution. Failure to indemnify the State for City work on these facilities is however, grounds for the State to require their removal from its right-of-way.

#### **RECOMMENDATION:**

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

#### **ALTERNATIVES:**

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

#### **ATTACHMENTS:**

Description

- 2025 Performance Resolution

## PERFORMANCE RESOLUTION FOR MUNICIPALITIES

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

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

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

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

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

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

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

Title and/or Name:

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

City Engineer- Mik Kilpela, Asst. City Engineer- Kellen Wessells, Maintenance Supervisors- Art Carlson,

Tim Smith, Chad Hightshoe, Dan Carter, Mike Sjolund, Duane Suckow

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

the Marquette City Commission  
*(Name of Board, etc.)*

of the City of Marquette of Marquette  
*(Name of MUNICIPALITY) (County)*

at a Regular Commission meeting held on the \_\_\_\_\_ day

of \_\_\_\_\_ A.D. \_\_\_\_\_.

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Print Signed Name*

**City of Marquette, MI**

300 West Baraga Avenue  
Marquette, MI 49855

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**Agenda Date:** 12/16/2024

**New Business**

**Obsolete Property Rehabilitation Exemption Certificate - Roll Call Vote**

**BACKGROUND:**

In 2021, representatives from Buffalo Dragon Investments, LLC approached City staff to discuss the possibility of obtaining an Obsolete Property Rehabilitation Act (OPRA) exemption certificate for their recently purchased property at 136 West Washington Street.

The guidelines for establishing OPRA districts and processing OPRA exemption certificates are detailed in Michigan Public Act 146 of 2000. Under this Act, local government units may grant tax exemption certificates to properties within established OPRA districts - such exemptions may have terms of up to 12 years.

The applicant initially requested and was approved for a three-year exemption, a term which began on December 31, 2021.

The applicant has now requested a five-year extension of this exemption. Granting of this extension would mean a portion of local property taxes on the parcel will remain effectively frozen at 2021 levels during the term of the exemption.

As this property is located in the Marquette Downtown Development Authority's tax-increment financing district, any increases in future tax revenue would go primarily to the DDA. During the May meeting, the DDA board of directors voted to support this extension.

**FISCAL EFFECT:**

None to the City.

**RECOMMENDATION:**

Approve the resolution authorizing an additional five years to the three-year Obsolete Property Rehabilitation Act Exemption Certificate for 136 West Washington Street, and direct the Mayor and Clerk to sign the resolution.

**ALTERNATIVES:**

As determined by the Commission.

**ATTACHMENTS:**

Description

- ▢ OPRA Application
- ▢ Aug. 12 DDA minutes
- ▢ Project background
- ▢ May 13 DDA Minutes
- ▢ Resolution

## Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.


Applicant (Company) Name (applicant must be the OWNER of the facility) <b>Buffalo Dragon Investments, LLC</b>		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) <b>12816 Saddle Way, Knoxville, TN 37922</b>		
Location of obsolete facility (No. and street, City, State, ZIP Code) <b>136 W. Washington St., Marquette, MI, 49855</b>		
City, Township, Village (indicate which) <b>Marquette</b>		County <b>Marquette</b>
Date of Commencement of Rehabilitation (mm/dd/yyyy)	Planned date of Completion of Rehabilitation (mm/dd/yyyy)	School District where facility is located (include school code) <b>Marquette (52170)</b>
Estimated Cost of Rehabilitation <b>\$2,600,000.00</b>	Number of years exemption requested <b>3</b>	Attach Legal description of Obsolete Property on separate sheet
Expected project likelihood (check all that apply):		
<input checked="" type="checkbox"/> Increase Commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment <u>26</u>		
Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion.		
<input checked="" type="checkbox"/>		

### APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

**The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.**

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) <b>Anne M. White</b>	Telephone Number <b>(505) 412-0998</b>	Fax Number
Mailing Address <b>12816 Saddle Way, Knoxville, TN 37922</b>		Email Address <b>annwhite@swcp.com</b>
Signature of Company Officer (no authorized agents) 		Title <b>Managing Director</b>

### LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature	Date application received
-----------	---------------------------

FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code

### LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

#### PART 1: ACTION TAKEN

Action Date: _____		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)		
<input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code

#### PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>
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#### PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

	Taxable Value	State Equalized Value (SEV)
Building(s)		
Name of Governmental Unit	Date of Action on application	Date of Statement of Obsolescence

#### PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature	Date	
Clerk's Mailing Address	City	State	ZIP Code
	Telephone Number	Fax Number	Email Address

**Mail completed application and attachments to:** Michigan Department of Treasury  
 State Tax Commission  
 P.O. Box 30471  
 Lansing, Michigan 48909-7971

If you have any questions, call 517- 335-7491.

**For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.**



**MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY  
Meeting Minutes for August 12, 2021**

**Call to Order:** A Meeting of the Marquette Downtown Development Authority (MDDA) Board of Directors was held on Thursday August 12, 2021 at the Marquette Commons. The Meeting was called to order by Chairperson J. Ottaway at 8:02 a.m. with Directors R. Caron, N. Durley-Rust, J. Johnson, K. Kovacs, E. Kucharczyk, and M. Weinrick in attendance.

A motion was made to excuse the absence of M. Morrison by E. Kucharczyk and seconded by K. Kovacs. Motion carried.

There were no additions to the agenda and a motion to approve this agenda was made by J. Johnson and seconded by E. Kucharczyk. Motion carried.

**Public Comment:** None

**Consent Agenda:** It was moved by K. Kovacs and seconded by J. Johnson to approve the Consent Agenda which includes the minutes from the July meeting and the 7/29/21 special meeting minutes, bills for approval for the period of 7/2/21-8/6/21, and financial reports as of 7/31/21. Motion carried.

American Welding & Gas Inc	34.75	Marquette County Ambassadors	225.00
AT & T	400.20	Marquette County Office of the Treasurer	8,097.04
AT&T Mobility	154.02	Marquette Maple Company	123.00
Authorize.net	20.00	Marquette Wallpaper & Paint	126.85
Bad Seed Hot Sauce	8.00	Midway Rentals	381.61
Beauchamp Plumbing & Heating	398.08	Mighty Soil Farm	627.00
Bergy Bread	108.00	Miller Canfield Paddock & Stone PLC	14,500.00
Blue Cross Blue Shield	909.82	Mining Journal	170.84
Board of Light & Power	2,062.72	Misery Bay Coffee	10.00
Borealis Baking Company	109.00	My North Media	1,125.00
C. Pesola LLC	1,700.00	Nagelkirk Landscapes	12,010.90
Capital One Commercial	2,679.08	New Dalton Farm	52.00
Card Connect	59.38	North Country Disposal	235.00
Cardmember Service	3,103.11	Northern Sky Orchard	38.00
Carquest	30.83	Northland Lawn Sport & Equipment	1,102.54
Case Country Farm	221.00	Norway Springs Inc.	17.90
Champion Glass & Countertops Inc	411.46	Office Depot	150.13
Charter Communications	346.79	OK Rental /OK Industrial	90.94
City of Marquette	1,685.63	Olson's Lawnscape LLC	267.50
College Laundry & Rental	155.30	Pride Printing	898.00
Compudyne	75.00	Seeds and Spores Family Farm	1,396.00
Curran & Company	520.00	Shady Grove Farm	13.00
Dalco	169.90	Sherwin Williams	59.29

337 W. Washington St. | Marquette, MI 49855 | Ph: 906-228-9475 | F: 906-228-6288  
[www.downtownmarquette.org](http://www.downtownmarquette.org)



Davin's Chocolates	24.00	Shiitake Mushroom Co.	167.00
Doozers	18.00	Signs Now	721.50
Ever Yielding Acres	414.00	Simply Agriculture	36.00
Fastenal	167.96	Superior Culture	91.00
Freshwind Farms	350.00	Superior Line Striping	3,830.00
Full Plate Farm	26.00	Tonella Farms	341.00
GEI Consultants	3,143.47	Traffic & Safety Control Systems Inc	22,279.00
Grandma's Garden	13.00	Treasa's Treasures	253.00
Great North Woods Teas & Herbs	4.00	Ty's Ty-ni Kitchen	9.00
Guindon Farms	223.00	Uncle Chucks Funny Farm	14.00
Heartland Services	1,979.71	UP North Roast	150.00
IPS Group	2,702.70	Xerox Corporation	265.07
Lamar Advertising	375.00	Yooper Country Farms	74.00
LeAnne Larson	31.55	July Payroll	30,987.83
Little Parsley Farm	271.00		

**New Business: Presentation-The Honorable Distillery:** Anne White and Scott Anderson, of Buffalo Dragon Investments, LLC, have purchased the old Nordic Theater/Book World Building in hopes of turning it into a new business: The Honorable Distillery. This is a \$2.5 million project that would utilize about 20 construction jobs and create at least 6 new full-time jobs once opened. The expected open date would be May 2022. A. White is asking for MDDA support in requesting either a Commercial Rehab Exemption or Obsolete Property Rehabilitation Act tax abatement which would freeze the taxable value of the property for three years so they wouldn't be operating with a negative cash flow during the first few years of operation. She expects her SBA loan will be about \$1.8 million. The City Commission will still have to vote on this project to move forward but the current request is for MDDA support. Paperwork needs to be completed by Oct. 31. R. Finco mentioned that she has been working with A. White for two years on this project and that A. White has worked with the Michigan Economic Development Corporation to fulfill their requirements for grant consideration. General discussion amongst directors was positive and supportive. E. Kucharczyk made a motion for the MDDA to support A. White's efforts in requesting either OPRA or the Commercial Rehab Exemption, whichever would apply best to her project, for the three-year tax deferral. Seconded by J. Johnson. Motion carried.

**Support Request for Ore Dock BotEco Center:** The Friends of Ore Dock BotEco Center have requested a letter of support from the MDDA to move forward with phase 1 of their project. There is potential for this project to impact parking in the Lakeshore Blvd. lot and the group needs to be cognizant of the current deed in place on the property near there. The city has supported this project although with no financial or staff labor backing at this point. A motion to approve the letter of support that mimics the current level of support from the City of Marquette was made by M. Weinrick and seconded by E. Kucharczyk. J. Johnson was opposed. Motion carried.

#### **Committee Reports:**

**Parking Committee:** A meeting is set for Wednesday August 25 at 8:00 AM to start the discussion of the public parking deck associated with The Vault Project. Brownfield representatives and Braveworks Development will also be in attendance.

**Farmers Market Committee:** A meeting needs to be set to discuss the potential online market and the late season market.

**Executive Committee:** Friendly reminder that the committee needs to meet to discuss R. Finco's annual review which needs to be completed by October 1, 2021.

**Directors Report:** R. Finco reported that our newest director, Ryan Stern, will be in attendance at the next meeting. Jen Tucker from MEDC is available to give a presentation on Brownfield and how it interacts with the DDA which will hopefully be included in the October meeting. R. Finco also reported that the MDDA will be supporting the annual dinner for the Marquette Community Foundation in the amount of \$600 for a table of four. The Bluff St. Ramp project is moving forward with a likely start date of August 25, 2021 with completion slated for October. Also all new MDDA signs have been painted and are awaiting Cook Sign to finish the job. Blueberry Festival was a success this year with hopes of changing the event a little for future years. All MDDA events are still on track to be held including Music on Third and Classic Cars on Third. A current staffing update included the search for a new maintenance coordinator and a new office assistant.

**Public Comment:** None.

**Board Member Comment:** J. Johnson noted that he would be interested in looking into permanent Christmas decorations rather than the usual wreath baskets. He also noted multiple light poles on Third St. look very rough and need to be repainted or replaced.

With no further business the meeting was adjourned at 9:23 a.m.

Respectfully submitted,

A handwritten signature in black ink, reading "Nichole Durley-Rust". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Nichole Durley-Rust, Secretary

## GENERAL DESCRIPTION OF THE FACILITY

The building was originally constructed by Peter White in the late 1800s and served as a store and later as his law office. It was originally a two-story brick building consisting of approximately 2,500 sq. ft. At one point it housed the Peter White public library where he provided access to thousands of books to the people of Marquette free of charge. Beginning in 1935 work began on a building expansion (approx. 4,000 sq. ft. were added to the north) and remodel to house the Nordic Theater until the mid-1990s. Most recently, the building housed Book World - Marquette, offering a selection of books, magazines, toys, trading cards, games, and tobacco products. The doors on the Book World closed in January 2018 where the facility remained vacant until our acquisition in September 2019. Photos of the building are provided in Attachment A.

## DESCRIPTION OF THE REHABILITATED FACILITY'S PROPOSED USE

Following restoration/rehabilitation the building will be leased to a distilling company that possesses the proper federal, state and local permits for the purpose of manufacture and sales of distilled spirits (vodka, whiskey, brandy, etc.). Additionally, the renovation will provide space for private gatherings and will afford the opportunity for locals and vacationers to tour the distilling operation.

## DESCRIPTION OF THE GENERAL NATURE AND EXTENT OF THE REHABILITATION TO BE UNDERTAKEN

Perhaps the most important aspect of the renovation is the desire to restore the historic character of the building during operation as the Nordic Theater. As such, the renovations done to turn it into the Book World will be undone and many of the features of the Nordic will be reconstructed including the former ticket booth and the marquee. Additionally, the original theater ceiling, which was a progressively advanced design feature at the time it was constructed remains largely intact. The existing false ceiling will be removed to expose the beauty of the old ceiling and it will be refurbished, as necessary. A tasting area will be constructed in the area of the former concession stand and the second floor of the original building, which was rendered non-functional during the Book World tenure, will be renovated and re-opened for use for small gatherings. To support the distilling operation, the electrical, gas and mechanical (HVAC, water, sewer) systems will all be upgraded and reconfigured to meet the needs of the operation. Utilities previously disconnected will be restored to the second floor as well. Finally, to support the supply of materials (grain for mashing, casks for aging, etc.,) and removal of waste products (stillage), a prefabricated metal lift and mezzanine will be erected inside, and a new entry door will be created on the north end at the existing upper street level. Renderings of the completed renovation are provided in Attachment B.

## DESCRIPTIVE LIST OF THE FIXED BUILDING EQUIPMENT THAT WILL BE PART OF THE REHABILITATED FACILITY

- The exterior of the structure as it exists today will remain
- A prefabricated metal mezzanine and lift structure will be added as a fixed asset
- The original theater ceiling will be repaired and will remain

- A new marquis resembling the old theater marquis will be added to the front of the structure
- New HVAC equipment will be added to the roof
- New water heater will be added

## TIME SCHEDULE FOR UNDERTAKING AND COMPLETING THE FACILITY'S REHABILITATION

The schedule for the renovation is provided in Attachment C.

## STATEMENT OF THE ECONOMIC ADVANTAGES EXPECTED FROM THE EXEMPTION

The primary advantage of the exemption will allow for a reduction in annual operating expenses, which assists in increasing the economic viability of the renovation, which in turn provides greater assurance to sources of financing that the project will be a success. Additionally, the savings in funds that would have been used to pay property tax can be directly passed through to the tenant in the form of reduced rent, allowing the tenant to invest more in the production of distilled spirits. This provides for additional direct and indirect local economic benefits. Direct benefits include:

- job creation - approx. 6 full time positions will be required to run the distillery
- construction jobs - a crew of approx. 20 will be required to complete the 8 month renovation
- increased tax revenue from the sales of distilled spirits

Indirect benefits include:

- use of locally supplied goods and services which provides additional revenue for those suppliers
- an increase in tourism as craft distilleries are increasingly becoming tourist destinations as word spreads about the unique location and/or products the distillery produces

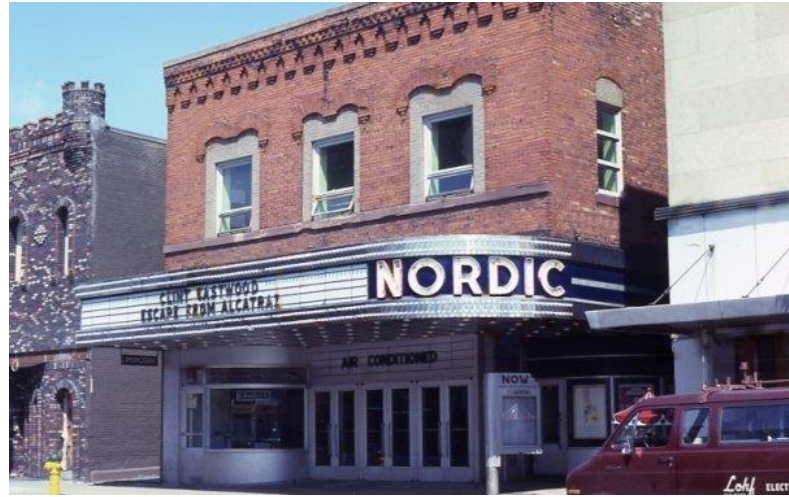
## LEGAL DESCRIPTION OF THE FACILITY

The East 37 feet of the West 38 ½ feet of Lot Number 8, AND, an undivided ½ interest in the following: The East 8 ½ feet of Lot Number 7, the West 1 ½ feet of Lot Number 8, and the West 8 feet of the East 58 feet of Lot Number 8, all in Block Number 12, in the Thirty-Six Acre Plat, according to the Plat thereof as recorded in Liber B of Deeds, Page 3, now in Liber 12 of Plats, Page 1 B, Marquette County Records.

Attachment A



Peter White Building – circa 1890



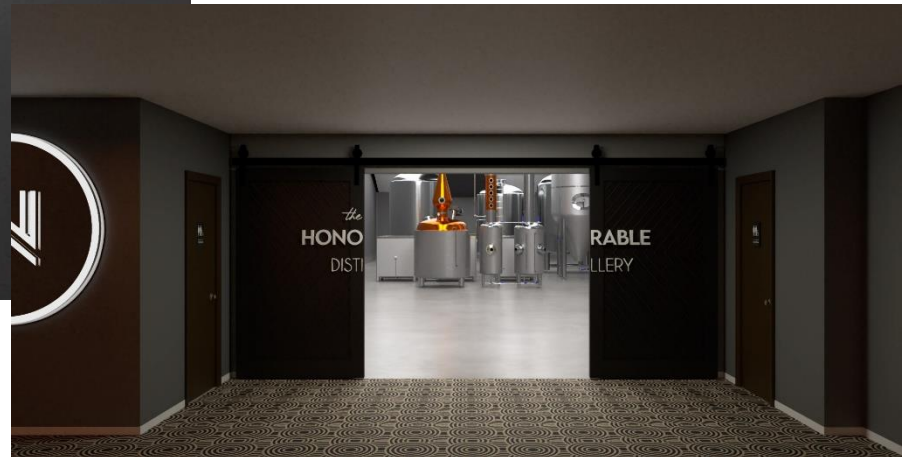
Nordic Theater – circa 1980



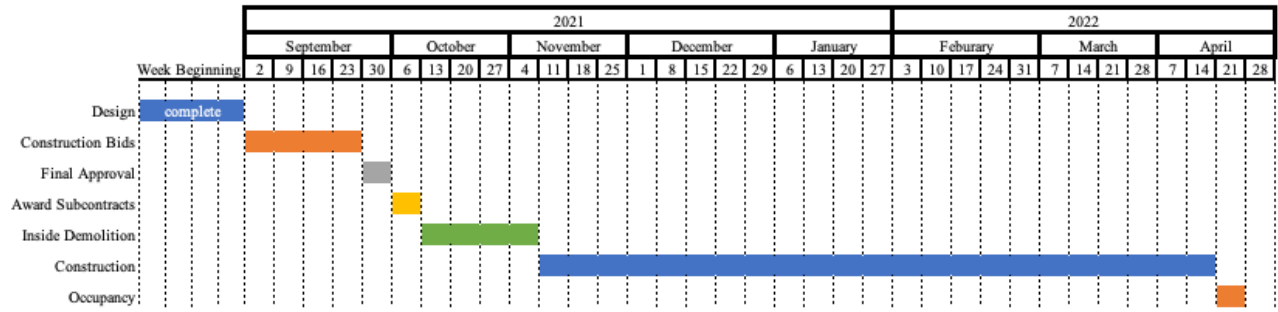
Book World - circa 2018



Attachment B



# Attachment C







**Marquette Downtown Development Authority  
Meeting Minutes for May 9, 2024**

**Call to Order**

A meeting of the Marquette Downtown Development Authority (MDDA) Board of Directors was held on Thursday May 9, 2024, at the Marquette Commons. The meeting was called to order by Board President N. Durley-Rust at 8:02 a.m. with Directors P. Sala, R. Stern, M. Weinrick, R. Caron, A. Clark present.

Absent: K. Kovacs, M. Morrison, and L. Rowland.

P. Sala made a motion to approve the absences of K. Kovacs, M. Morrison, and L. Rowland. A. Clark seconded; motion passed.

Others in attendance were Sean Hobbins-Marquette Assistant City Manager, Jodi Lanciani-DDA Operations Director, Michael Bradford-DDA Business Outreach & Promotions Director, and Brian Shier-Farmers Market Manager.

**Agenda**

R. Stern made a motion to approve the agenda. A. Clark seconded; motion passed.

**Public Comment:** None.

**Consent Agenda**

R. Stern made a motion to approve the consent agenda with the minutes from April 11, 2024, bills for approval dated 4/1/2024 to 4/30/2024, and financial reports as of 4/30/2024. P. Sala seconded; motion passed.

**April Bills:**

<b>Airgas</b>	\$ 310.00	<b>Lammi Fire Protection</b>	\$ 129.55
<b>American Welding &amp; Gas Inc</b>	\$ 39.52	<b>Lowe's</b>	\$ 119.94
<b>Aramark</b>	\$ 260.08	<b>Mary Anne Welch</b>	\$ 1,500.00
<b>Baraga Telephone Company</b>	\$ 10.44	<b>Midway Rentals</b>	\$ 1,141.12
<b>Blue Cross Blue Shield</b>	\$ 148.10	<b>Mining Journal</b>	\$ 1,512.95
<b>Board of Light &amp; Power</b>	\$ 2,233.41	<b>Mission North, LLC</b>	\$ 2,337.50
<b>C. Pesola LLC</b>	\$ 1,850.00	<b>Mutt Mitt</b>	\$ 507.92
<b>Capital One Commercial</b>	\$ 167.24	<b>North Country Disposal</b>	\$ 455.00
<b>Cardmember Service</b>	\$ 3,031.45	<b>OK Rental</b>	\$ 215.37
<b>Carquest</b>	\$ 210.96	<b>Pitney Bowes</b>	\$ 143.91
<b>Charter Communications</b>	\$ 79.98	<b>SEMCO</b>	\$ 428.59
<b>Chesla &amp; Associates PC</b>	\$ 290.00	<b>T2 Systems Canada Inc.</b>	\$ 1,900.00
<b>City of Marquette</b>	\$ 1,786.00	<b>TK Elevator</b>	\$ 900.59
<b>Cook Sign Service</b>	\$ 289.70	<b>Traffic &amp; Safety Control Systems Inc</b>	\$ 2,285.00

<b>Curran &amp; Company</b>	\$ 662.49	<b>Uline</b>	\$ 1,543.83
<b>Dalco</b>	\$ 271.64	<b>UPHS Occupational Medicine</b>	\$ 125.00
<b>Enright Excavating</b>	\$ 7,857.14	<b>VSP Insurance Co. Western Michigan Health Insurance</b>	\$ 82.72
<b>GEI Consultants</b>	\$ (25.71)	<b>Xerox Corporation</b>	\$ 4,604.58
<b>Gotcha Covered</b>	\$ 2,000.00	<b>Payroll &amp; Benefits</b>	\$ 468.49
<b>Heartland Services</b>	\$ 1,265.28	<b>Total</b>	<u>\$ 47,533.27</u>
<b>Jesse Wright</b>	\$ 785.00		<u><b>\$ 91,458.05</b></u>

**New Business**

**Honorable Distillery:** The owners of the Honorable Distillery request an additional 5 years in their OPRA tax exemption. Ann White presented to the DDA Board and included information on the taxes they pay, their variable rate SBA loan and it’s increases over projections, and their need for this extension.

After board discussion, P. Sala motioned to support a 5-year OPRA extension. R. Caron seconded. Motion passed.

**Façade Improvement Grant – Wintergreen Hill Art Gallery**

Wintergreen Hill Art Gallery located at 810 N. Third St. plans on replacing cedar shake siding with a similar looking material that is an engineered siding that is low maintenance and durable. R. Stern motioned to approve the façade grant. M. Weinrick seconded; motion passed.

**Façade Improvement Grant – Tervo Agency**

Tervo Agency purchased Foye Insurance Agency building at 125 W. Washington St. They plan to revive or repaint the front brick, replace front and rear windows, and update the back façade. R. Stern moved to approve the façade grant. P. Sala seconded; motion passed.

**Music on Third Street Closure Support**

The DDA proposes closing parts of Third St. during Music on Third. The anticipated closure would be 5:00 pm to 8:00 pm from Park St. to College Ave. on the north and Arch St. to Ohio St. on the south. The DDA will use feedback from the June closure to determine whether to close for Music on Third in July, August, or September. N. Durley-Rust asked if we are planning to do anything in the street. M. Bradford said there are no initial plans for street vendors or activities. We can experiment with things in the future if this initial closure goes well. C. Clark suggested extra garbage cans. J. Lanciani suggested ending parking at 4 p.m. to allow time to notify any remaining parked cars. R. Stern motioned to approve the street closure. P. Sala seconded. Motion passed.

**Committee Reports: None**

S. Hobbins commented that the TIF ordinance will be on the City Commission Agenda Monday May 13, 2024.

**Executive Director’s Report** – Maintenance is working on sealing red brick concrete, and then they will be putting out benches and bike racks. Superior Paving will be doing repairs in the Commons Lot and N. Main Lot this month. The city will be doing crack sealing in those lots. We will be getting quotes from engineering firms for the project concerning the coal bins on 100 N. Third St. near Yoophoria where the concrete on top is deteriorating. We will be asking Andy Smith for a quote for a Phil’s Pocket Park project. Last year, Andy

developed a plan for the park which included improved lighting, pavers, landscaping, etc. We may apply for a MISHDA grant for neighborhood/park improvements. The grant is for projects up to \$75,000.

**Operation Director's Report** – The Bluff St. Elevator/Stair Tower is being painted this week. The back wall of the Bluff Ramp lower level will be painted in early June. RAM construction will be up to fix the Bluff Ramp joints hopefully this month. The Pier Lot Permits are being sold. Passport coupons were given to local businesses to give to customers. A Passport App workshop will be held at the library on June 12, 2024. The Parking Committee will meet in June or July, before our budget meeting, to discuss any changes for the next fiscal year.

**Business Development and Promotions Director's Report** – The Blueberry Fest poster contest is on display at the library and voting is open. The committee will meet in early June to decide on the winner. Tomorrow is the vendor deadline for Blueberry Fest. M. Bradford is finalizing musicians for Music on Third.

**Farmers Market Manager's Report** – The Commons Plaza is painted and ready for the market. The first Farmers Market is May 18<sup>th</sup>. There was a glitch in the invoicing system, but there is a work around. Thus far, we have sold 19 market member pins. The pins will be available at the information booth at the market.

**Public Comment:** None

**Board Member Comment:**

R. Stern had no comment. N. Durley Rust is happy spring is here. She will be on vacation next week. A. Clark is excited about façade grants and that businesses are taking initiative to be historically accurate. She is enjoying learning about the programs the DDA is involved in. P. Sala is excited about the summer event series. She said people are coming in the bank talking about the Farmers Market and events. She gets good feedback about the social district. M. Weinrick asked if it is possible to speak with Elks Lodge about removing graffiti. He's excited about summer events and the Farmers Market.

The meeting was adjourned at 9:31 a.m.

Respectfully submitted,

Jodi Lanciani, Operations Director



## ***Resolution***

### ***Extending the Obsolete Property Rehabilitation Exemption Certificate for 136 West Washington Street for five (5) years***

**WHEREAS**, pursuant to P.A. 146 of 2000, the City of Marquette is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation (OPRA) Districts; and

**WHEREAS**, the City of Marquette legally established the 136 West Washington Street OPRA District following a public hearing held on October 12, 2021; and

**WHEREAS**, an OPRA Exemption Certificate application submitted by Buffalo Dragon Investments, LLC for the obsolete property (as defined in Section 2(h) of P.A. 146 of 2000) located at 136 West Washington Street was approved at a public hearing held on October 12, 2021, as required by Section 4(2) of P.A. 146 of 2000; and

**WHEREAS**, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under P.A. 146 of 2000 and Under P.A. 198 of 1974 (IFTs) does not exceed five percent (5%) of the total taxable value of the City of Marquette; and

**WHEREAS**, Buffalo Dragon Investments, LLC is not delinquent in any taxes related to the facility; and

**WHEREAS**, the application was approved for a three (3) year certificate which will be for a time period not exceeding twelve (12) years; and

**WHEREAS**, Buffalo Dragon Investments has requested a five (5) year extension to the original certificate; and

**WHEREAS**, Buffalo Dragon Investments, LLC has provided answers to all required questions under the application instructions to the City of Marquette; and

**WHEREAS**, the commencement of the rehabilitation of the facility did not occur before October 12, 2021; and

**WHEREAS**, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of P.A. 146 of 2000 and is situated within an OPRA District established in the City of Marquette; and

**WHEREAS**, the rehabilitation included improvements aggregating ten (10) percent or more of the true cash value of the property at commencement of the rehabilitation as provided by Section 2(l) of P.A. 146 of 2000;

**NOW, THEREFORE, BE IT RESOLVED** that the Marquette City Commission does hereby grant an extension to the OPRA Exemption for the real property, excluding land, located in the 136 West Washington Street OPRA District at 136 West Washington Street for a period of five (5) years, beginning December 31, 2024, and ending December 30, 2029, pursuant to the provisions of P.A. 146 of 2000, as amended.

This resolution will take immediate effect.



Duly adopted by the Marquette City Commission on December 16, 2024.

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Jessica Hanley, Mayor

Certified to be a true copy on December 16, 2024.

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Kyle Whitney, City Clerk