



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

Monday, September 11, 2017

6:00 PM

Commission Chambers

Meeting Video Available: Click *Here*.

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Welcome New Members

Aaron Andres, Land Development Code Advisory Committee

Tim Tebby, Traffic/Parking Advisory Committee

Matt Tuccini, Marquette Brownfield Redevelopment Authority

2. Recognition of Outgoing Member

Rich Rossway, Marquette Brownfield Redevelopment Authority

3. Appointments

Dax Richer, Land Development Code Advisory Committee, for a term ending 09-05-18

James Suksi, Land Development Code Advisory Committee, for a term ending 09-05-18

Public Hearing(s)

4. Budget and General Appropriations Act-FY 2018

5. Public Hearing for Condominium Subdivision Plan

Presentation(s)

6. Marquette Board of Light and Power Update, by Chair Tom Tourville

7. Marquette Area Wastewater Treatment Advisory Board, by Chair Kirk Page

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

8. Consent Agenda

8.a. Approve the minutes of the August 30, 2017 special budget meeting.

8.b. Approve the total bills payable in the amount of \$2,723,890.81

- 8.c. Telephone Lease Extension
- 8.d. KBIC Funding for the YMCA
- 8.e. Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA
- 8.f. Noquemanon Trails Network - Office Lease Agreement
- 8.g. Purchase of Election Equipment

New Business

- 9. First Amendment to Reimbursement Agreement: DLP Marquette General Replacement Hospital
- 10. Extended Park Hours for Dark Sky Viewing

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

Kris M. Hazeres, City Clerk

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

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

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

Agenda Date: 9/11/2017

Video (Admin Use Only)
Meeting Video

BACKGROUND:

Meeting Video Available: Click *Here*.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

Boards and Committees **Welcome New Members**

BACKGROUND:

Aaron Andres, Land Development Code Advisory Committee
Tim Tebby, Traffic/Parking Advisory Committee
Matt Tuccini, Marquette Brownfield Redevelopment Authority

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available



www.mqtcty.org

APPLICATION FORM MARQUETTE CITY BOARDS AND COMMITTEES

Please use this form to express your interest in serving on a particular board/committee or commission. You may attach additional material if you wish. For information on vacancies and board/committee bylaws, please visit <http://www.mqtcty.org/community-network.php>, call 225-8104 or e-mail shobbins@mqtcty.org. Please note that applications are kept on file for six months. The Marquette City Commission makes appointments to City Boards at their regular meetings as vacancies occur. Completed applications are public documents and are subject to the *Michigan Freedom of Information Act*.

Eligibility Requirements:

Are you a registered voter in the City of Marquette?*

☒ Yes ☐ No

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

☒ Yes ☐ No

Are you currently in default to the City of Marquette?

☐ Yes ☒ No

Are you related to any elected City Commissioner (including by marriage)?

☐ Yes ☒ No

Do you have any pending litigation against the City?

☐ Yes ☒ No

*According to the City Charter, each member appointed by the City Commission shall have been a resident of the city for at least one year immediately prior to the day of appointment and shall also be a qualified and registered elector of the city on such day and throughout the member's tenure of office.

Name of City Board or Committee: If applying for more than one board/committee, please list order of preference:

1) Land Development Code Advisory Committee

2) _____

3) _____

Applicant Name as it Appears on License: DAY THOMAS PICKER

Driver's License Number: _____

Home Address: 519 W. WASH. ST. Phone: 952-905-1747

Occupation: ARCHITECT Business: RG DESIGN CO

Business Address: 333 W. WASH ST. Phone: 906-273-1041

E-Mail Address: DAY@RG-DESIGN.CO

Are you currently serving or have you served on any City board or committee? If so, please list and give approximate dates.

DDA - ? YEARS 2000 - 2006 ?

(over)

Please answer each question in as much detail as possible.

Education/Credentials: N. Arch

Professional activities that relate to this board/committee: LICENSSED ARCHT.
LICENSSED BUILDER, LICENSSED BROKER

Community activities that relate to this board/committee: ACTIVE IN THE
DESIGN COMMUNITY AND CITY OF MQT.

Why are you interested in serving on this board/committee? LEARN, HELP,
INPUT AS A PROFESSIONAL

What talents or experience would you bring to the board/committee? ARCHT, AND
PROFESSIONAL MANAGER

Any other comments or information you wish to provide to the Mayor and City Commissioners?
THINK THIS WOULD BE A GOOD FIT
FOR MQT + PGD

Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member of a City advisory board or committee? Yes ☐ No ☒

Appointed members are expected to attend all meetings of the board/committee. A member who misses more than 3 consecutive meetings or 1/3 of all meetings will tender their resignation to the board/committee chair. Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings? Yes ☐ No ☐

Signature

Date

I certify that there are no misrepresentations, omissions or falsifications on this application and by signing this application I give consent to the City to conduct a background check to verify the information I have provided.

Please return this form with any attachments to:
shobbins@mqtcy.org; fax to: 906-228-0429; or mail to: City Manager's Office,
Marquette City Hall, 300 W. Baraga Avenue, Marquette, MI 49855.
Thank you for your interest in serving as a volunteer board or committee member. Your willingness to serve is greatly appreciated.



www.mqtcty.org

APPLICATION FORM MARQUETTE CITY BOARDS AND COMMITTEES

Please use this form to express your interest in serving on a particular board/committee or commission. You may attach additional material if you wish. For information on vacancies and board/committee bylaws, please visit <http://www.mqtcty.org/community-network.php>, call 225-8104 or e-mail shobbins@mqtcty.org. Please note that applications are kept on file for six months. The Marquette City Commission makes appointments to City Boards at their regular meetings as vacancies occur. Completed applications are public documents and are subject to the *Michigan Freedom of Information Act*.

Eligibility Requirements:

Are you a registered voter in the City of Marquette?*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have you been a City resident for at least 12 months?*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you currently in default to the City of Marquette?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you related to any elected City Commissioner (including by marriage)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you have any pending litigation against the City?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

*According to the City Charter, each member appointed by the City Commission shall have been a resident of the city for at least one year immediately prior to the day of appointment and shall also be a qualified and registered elector of the city on such day and throughout the member's tenure of office.

Name of City Board or Committee: If applying for more than one board/committee, please list order of preference:

- 1) Land Development Code Advisory Committee
- 2) _____
- 3) _____

Applicant Name as it Appears on License: JAMES MATTHEW SUKSI

Driver's License Number: [REDACTED]

Home Address: 436 ROCK STREET Phone: 906-225-1750

Occupation: RETIRED UNIVERSITY PROF Business: EDUCATION

Business Address: _____ Phone: _____

E-Mail Address: jsuksi@nmu.edu and jimsuksi@gmail.com

Are you currently serving or have you served on any City board or committee? If so, please list and give approximate dates.

Board of Zoning Appeals (2-15-07) - (2-15-14)
(12-18-06 - 2-15-07) REPLACED MEMBER TO FILL VACANCY
(over)

Please answer each question in as much detail as possible.

Education/Credentials: I HOLD THE BACHLORS, MASTERS AND DOCTORAL DEGREES AND HAVE BEEN A POSITIVE CONTRIBUTOR TO A NUMBER OF PROFESSIONAL AND SERVICE ORGANIZATIONS.

Professional activities that relate to this board/committee: MEMBER OF THE MARQUETTE BZA (7+ YEARS)
MEMBER BOARD OF DIRECTORS MQT COUNTY ECONOMIC DEVELOPMENT CORPORATION

Community activities that relate to this board/committee: CENTRAL UPPER PENINSULA PRIVATE INDUSTRY COUNCIL MEMBER

Why are you interested in serving on this board/committee? I FEEL IT'S IMPORTANT THAT I SERVE MY COMMUNITY IN WHATEVER WAYS I CAN

What talents or experience would you bring to the board/committee? ABILITY TO LEAD THE LEARNING FUNCTION; ABILITY TO FACILITATE ORGANIZATIONAL CHANGE; EXPERIENCE IN IMPROVING HUMAN PERFORMANCE IN AN ORGANIZATIONAL CONTEXT

Any other comments or information you wish to provide to the Mayor and City Commissioners? THE ROLE OF THE AD-HOC COMMITTEE APPEARS TO BE OF HIGH IMPORTANCE; I WOULD BE MORE THAN WILLING TO BE A POSITIVE CONTRIBUTOR TO ITS SUCCESS.

Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member of a City advisory board or committee? Yes ☐ No ☒

Appointed members are expected to attend all meetings of the board/committee. A member who misses more than 3 consecutive meetings or 1/3 of all meetings will tender their resignation to the board/committee chair. Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings? Yes ☒ No ☐

Signature

James Ansel

8/19/2017
Date

I certify that there are no misrepresentations, omissions or falsifications on this application and by signing this application I give consent to the City to conduct a background check to verify the information I have provided.

Please return this form with any attachments to:
shobbins@mqtcity.org; fax to: 906-228-0429; or mail to: City Manager's Office,
Marquette City Hall, 300 W. Baraga Avenue, Marquette, MI 49855.
Thank you for your interest in serving as a volunteer board or committee member. Your willingness to serve is greatly appreciated.

Land Development Code Advisory Committee

From the Commission agenda supplement for 7/31/17:

In order to ensure meaningful public involvement in the Land Development Code (LDC) Project, which is in the second month of a 12-18 month process, staff requests that the City Commission establish a Land Development Code Project Advisory Committee. The City Commission Rules of Procedure allow for the establishment of such groups, provided they have specific tasks to be accomplished and a date is set for dissolution of the task force. It is recommended that this task force be comprised of eight members and would sunset after a 12-month period. The City Planner will be the staff liaison to the LDC Advisory Committee.

This group would be charged with the examination of all Code-related documents produced by the consultants and staff for the project, and the provision of:

- 1) Feedback to the consultants and staff on those documents;
- 2) Input on the project process, products, and coding proposals; and
- 3) Communication with the Planning Commission on all recommendations.

Staff recommends that the eight members of the LDC Advisory Committee consist of:

- 3 members of the Planning Commission
- 1 resident and former member of the Board of Zoning Appeals
- 1 development industry business owner
- 1 architect or engineer from a locally-owned development industry business
- 2 members of the City Commission

Selection of the LDC Advisory Committee members would follow the usual application and appointment process of all other appointed boards and commissions.

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Meetings will normally be scheduled once/month on the same Tuesday as a Planning Commission meeting (first or third Tuesdays) for late afternoon (e.g. 4:00 PM). We'll try to enforce a maximum 90-minute meeting time. The board was authorized for a period of Sept. 5, 2017 - Sept. 5, 2018. If you would be willing to serve on this committee, please complete the attached application and turn it in to the Manager's office as soon as possible. The Commission was seeking to appoint this board before the end of August. But we could use this board to be in place when we start reviewing zoning districts next month.



Marquette
www.mqtcty.org

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

Public Hearing(s)

Budget and General Appropriations Act-FY 2018

BACKGROUND:

The City Commission held budget hearings on August 16, 21, 23 and 30, 2017. Tonight, a Public Hearing is scheduled to receive public comment on the proposed FY 2018 Budget. Following this input, the Commission should consider any changes it wishes to make to the budget.

Changes are as noted:

1) An additional \$20,000 is to be given from the City's General Fund State Revenue Sharing to the Peter White Public Library. The total of this contribution will now be \$40,000.

2) In the Municipal Services Center Fund, the Reserve will be reduced by \$34,000 to accommodate the purchase of office furniture.

FISCAL EFFECT:

A balanced budget has been presented.

RECOMMENDATION:

Following the Public Hearing, adopt the Fiscal Year 2018 Budget and General Appropriations Act.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ General Appropriations Act-FY 2018

CITY OF MARQUETTE
GENERAL APPROPRIATIONS ACT
September 11, 2017
For the Fiscal Period Beginning October 1, 2017
and Ending September 30, 2018

WHEREAS, Public Act 621 of 1978 of the State of Michigan and Chapter 7 of the City Charter require City Commission adoption of a Budget Plan for the forthcoming Fiscal Year; and

WHEREAS, a Tentative Budget for Fiscal Year 2018 was prepared and submitted by the City Manager to the City Commission on August 11, 2017; and

WHEREAS, the City Commission has reviewed and revised the Tentative Budget through a series of work sessions, special meetings and public hearings, and has caused the formulation of a Proposed Budget; and

WHEREAS, a Public Hearing on the Proposed Budget was duly called, publicized, and held on September 11, 2017.

NOW, THEREFORE, BE IT RESOLVED, that this Commission hereby makes and adopts the following estimates of all revenues and all expenditures of the several funds of the City for the Fiscal Year beginning October 1, 2017, and for the payment of interest and indebtedness to fall due during the year for the following functions and purposes respectively:

GENERAL FUND

Revenues:	\$21,750,065
Expenditures:	\$21,750,065

MAJOR STREET AND TRUNKLINE FUND

Revenues:	\$ 3,383,970
Expenditures:	\$ 3,383,970

LOCAL STREET FUND

Revenues:	\$ 2,537,560
Expenditures:	\$ 2,537,560

PUBLIC ART FUND

Revenues:	\$ 30,000
Expenditures:	\$ 30,000

SANITATION FUND

Revenues:	\$ 1,733,735
Expenditures:	\$ 1,733,735

BROWNFIELD FUNDS

Revenues:	\$ 2,069,800
Expenditures:	\$ 2,069,800

LOCAL DEVELOPMENT FINANCE AUTHORITY FUND

Revenues:	\$ 304,700
Expenditures:	\$ 304,700

PUBLIC EDUCATION GOVERNMENT FUND

Revenues:	\$ 17,115
Expenditures:	\$ 17,115

DRUG FORFEITURE FUND

Revenues:	\$ 2,000
Expenditures:	\$ 2,000

ROAD MAINTENANCE FUND

Revenues:	\$ 965,175
Expenditures:	\$ 965,175

ROAD SAFETY FUND

Revenues:	\$ 200,000
Expenditures:	\$ 200,000

CRIMINAL JUSTICE TRAINING FUND

Revenues:	\$ 6,400
Expenditures:	\$ 6,400

SENIOR SERVICES FUND

Revenues:	\$ 687,520
Expenditures:	\$ 687,520

DEBT SERVICE FUNDS

Revenues:	\$ 2,746,070
Expenditures:	\$ 2,746,070

TOURIST PARK FUND

Revenues:	\$ 383,160
Expenditures:	\$ 383,160

FUEL SYSTEM FUND

Revenues:	\$ 659,185
Expenditures:	\$ 659,185

STORM WATER UTILITY FUND

Revenues:	\$ 3,672,135
Expenditures:	\$ 3,672,135

MARQUETTE AREA WASTEWATER TREATMENT FACILITY FUND

Revenues:	\$ 3,240,515
Expenditures:	\$ 3,240,515

WATER FUND

Revenues:	\$ 6,518,280
Expenditures:	\$ 6,518,280

SEWER FUND

Revenues:	\$ 8,260,290
Expenditures:	\$ 8,260,290

PRESQUE ISLE MARINA FUND

Revenues:	\$ 103,505
Expenditures:	\$ 103,505

CINDER POND MARINA FUND

Revenues:	\$ 271,620
Expenditures:	\$ 271,620

LAKEVIEW ARENA FUND

Revenues:	\$ 863,635
Expenditures:	\$ 863,635

TECHNOLOGY SERVICES FUND

Revenues:	\$ 867,425
Expenditures:	\$ 867,425

MUNICIPAL SERVICE CENTER FUND

Revenues:	\$ 681,725
Expenditures:	\$ 681,725

MOTOR VEHICLE EQUIPMENT FUND

Revenues:	\$ 3,465,805
Expenditures:	\$ 3,465,805

PETER WHITE PUBLIC LIBRARY

Revenues:	\$ 1,900,531
Expenditures:	\$ 1,900,531

DOWNTOWN DEVELOPMENT AUTHORITY

Revenues:	\$ 1,666,319
Expenditures:	\$ 1,666,319

BE IT FURTHER RESOLVED, that this Commission has estimated the revenue which will be forthcoming during Fiscal Year 2018 and has determined the amount necessary to balance the General Fund Budget to be the sum of \$9,898,680; and has determined the amount necessary to balance the Peter White Public Library Budget to be the sum of \$918,800; and has determined the amount necessary to balance the Senior Services Fund Budget to be the sum of \$234,680; and

BE IT FURTHER RESOLVED, that in accordance with the Public Notification provisions of Act 5 of 1982 of the State of Michigan, the sum of \$9,898,680 is hereby fixed as the amount to be raised by Real and Personal Taxes for the 2018 Fiscal Year for the General Fund (a millage rate of 14.9225 mills); the sum of \$318,520 is hereby fixed as the amount to be raised by Real and Personal Taxes for the 2018 Fiscal Year for the 1997 Library Improvement Debt Fund (a millage rate of 0.4565 mills); the sum of \$918,800 is hereby fixed as the amount to be raised by Real and Personal Property Taxes for the 2018 Fiscal Year for the Peter White Public Library (a millage rate of 1.3685 mills); the sum of \$234,680 is hereby fixed as the amount to be raised by Real and Personal Property Taxes for the 2018 Fiscal Year for the Senior Services Fund (a millage rate of 0.3496 mills); and the sum of \$47,519 is hereby fixed as the amount to be raised from an operational millage for the 2018 Fiscal Year for the Downtown Development Authority (a millage of 1.8728 mills); and

BE IT FURTHER RESOLVED that all transfers between appropriations to the various functions may be made only by further action of the Commission, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

David J. Campana, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

Public Hearing(s)

Public Hearing for Condominium Subdivision Plan

BACKGROUND:

The Landing Development Group II LCC is requesting a Condominium Subdivision to be called Marquette Place Condominiums and that is proposed to have seven individual units located at 401 S. Lakeshore Boulevard.

The Subdivision Ordinance specifies a two-step plan approval process, for preliminary and final plans. The Planning Commission must first review the preliminary plan and either reject, approve with conditions, or approve the plan as presented. If approved, the preliminary plan is then forwarded to the City Commission for consideration. Approval of the preliminary condominium subdivision plan confers upon the developer the right to prepare a condominium master deed and a final plan for the project.

The Planning Commission held a public hearing on the request on August 15, 2017, and made the following motion:

It was moved by J. Carlson, seconded by P. Schloegel, and carried 6-0 that after review of the Condominium Plan for Marquette Place Condominiums and the STAFF FILE REVIEW-ANALYSIS for 02-CSD-08-17, the Planning Commission finds substantial compliance with the City of Marquette Subdivision and Zoning Ordinance and hereby recommends that the City Commission approves the site plan with the following conditions, that an amended Site Plan is submitted to meet staff comments, and only after staff verifies that the revised plan meets staff comments will staff advance the Site Plan to the City Commission for their review, and that all structures or expansion indicated on this site plan that were not reviewed under case # 20-SPR-11-16 cannot be constructed until they receive site plan review approval, and this CSD request does not grant approval for proposed construction.

FISCAL EFFECT:

None.

RECOMMENDATION:

Conduct a Public Hearing on the proposed Condominium Subdivision and approve the request.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Case file for 02-CSD-08-17
- ▣ Planning Commission Draft Minutes 08-15-2017



CITY OF MARQUETTE
PLANNING AND ZONING
300 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906) 228-0425
www.mqtcty.org

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Planning/Zoning Official
DATE: August 8, 2017
SUBJECT: **02-CSD-08-17 (also 16-SPR-08-17) – Marquette Place Condominiums at 401 S. Lakeshore Blvd. (PIN: 0510585)**

The Landing Development Group II LCC is requesting a condominium subdivision to be called Marquette Place Condominiums and is proposed to have 7 individual units located at 401 S. Lakeshore Boulevard. The Planning Commission will review the plan and either reject, approve with conditions (this requires resubmission to the Planning Commission meeting all the conditions), or preliminary approve the plan as presented. If the plan is preliminary approved as presented it is then forwarded to the City Commission for approval by the Governing Body.

The Subdivision Ordinance specifies a two-step plan approval process (preliminary and final plans). The Planning Commission will review the preliminary plan and either reject, approve with conditions, or approve the plan as presented. If approved as presented, the preliminary plan is then forwarded to the City Commission for approval by the Governing Body. Approval of the preliminary condominium subdivision plan confers upon the developer the right to prepare a condominium master deed and a final plan for the project.

Please see attached STAFF FILE REVIEW/ANALYSIS packet for more specific information regarding the Condominium Subdivision Plan.

Recommended Action:

The Planning Commission should review the site plan and support information provided in this packet and determine whether or not the revised site plan meets the Subdivision and Zoning Ordinance.

Staff also recommends that the Planning Commission consider appropriate conditions of approval to ensure that any comments provided by staff, that the Planning Commission concurs with and have not been answered by the developer, are addressed.

As always, it is highly recommended that any motion regarding the amended plan include:

After review of the Condominium Plan for Marquette Place Condominiums and the STAFF FILE REVIEW/ANALYSIS for 02-CSD-08-17 (also 16-SPR-08-17), the Planning Commission (finds/does not find) substantial compliance with the City of Marquette Subdivision and Zoning Ordinance and hereby recommends that the City Commission (approves/denies) the site plan (as presented/with the following conditions).

Staff recommends the following conditions of approval:

- **That an amended Site Plan is submitted to meet staff comments, and only after staff verifies that the revised plan meets staff comments will staff advance the Site Plan to the City Commission for their review.**
- **That all structures or expansion indicated on this site plan that were not reviewed under case # 20-SPR-11-16 cannot be constructed until they receive site plan review approval, and this CSD request does not grant approval for proposed construction.**



STAFF FILE REVIEW/ANALYSIS

Completed by Andrea M. Landers –Zoning Official

Reviewed by David Stensaas – City Planner and Zoning Administrator

File #: 02-CSD-08-17 (also 16-SPR-08-17)

Date: August 7, 2017

Project/Application: The Landing Development Group II LCC is requesting a condominium subdivision to be called Marquette Place Condominiums and is proposed to have 7 individual units.

Location: 401 S. Lakeshore Boulevard

Parcel ID: 0510585

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

Surrounding Zoning: North: G3 – General 3 and WWZ- Working Waterfront Zone
South: F5- Founders 5 and CR- Conservation and Recreation
East: Public Use Area and Lake Superior
West: OS- Office, G3 – General 3, and G5 – General 5

Year Built: On 12-20-16, an Administrative site plan review for One Marquette Place that consisted of a mixed-use building with cafe, office, and residential apartments, and site improvements was approved. This was approval only for phase I.

Sales: The owner bought the property in 2009.

Zoning District and Standards:

Founders 5 of the Downtown Waterfront Form-Based Code

The site is currently under construction for One Marquette Place that consists of a mixed-use building with cafe, office, and residential apartments, and site improvements.

Condominium Subdivision Explanation:

Condominium Subdivision Plan is a plan meeting the requirements of section 66 of the Condominium Act (MCL 559.166 (2)). A subdivision is any land which is divided or proposed to be divided into two (2) or more lots, parcels, sites, units, or plots, for the purpose of offer, sale, lease, or development, upon any terms and conditions including re-subdivision. This definition includes the division of land, whether recorded or unrecorded, by deed, condominium master deed, metes and bounds description,

STAFF FILE REVIEW/ANALYSIS

Page 2 of 7

devise, lease, map, or other instrument. For the purpose of this ordinance subdivision may included but is not limited to a platted subdivision as defined in the Subdivision Control Act. A condominium unit means that portion of the condominium project designed and intended for separate ownership and use, as described in the master deed, regardless of whether it is intended for residential, office, industrial, business, recreational, use as a time-share unit, or any other type of use.

An important concept related to any type of condominium development is that condominiums are a form of OWNERSHIP, not a type of physical development.

Relationship to Subdivision Standards (Staff Comments in Bold Text):

Per Section 85.05.6 of the Subdivision Ordinance:

- a. *The City Clerk shall receive and check for completeness, the preliminary plat or condominium subdivision plan, and if complete, place the proposal on the agenda of the next Planning Commission meeting. Should any important information be omitted, the City Clerk shall notify the subdivider of the additional data required data is received.*

This has been completed by Planning-Zoning staff (the Clerk and Planner were combined positions when this Ordinance language was approved).

- b. *It shall be the duty of the Planning Commission to send notice of the time and place of the meeting at with the proposed plat will be reviewed to the owners of the land immediately adjoining the property proposed to be platted; said notice to be given not less than five (5) days prior to such meeting.*

This has been completed.

- c. *The Planning Commission shall review all details of the proposed subdivisions within the framework of the various elements of the Master Plan and within the design standards of this subdivision regulation.*
- d. *Land requirements for public uses within the framework of the Master Plan, shall be considered in the review of each preliminary plat or condominium subdivision plan submitted.*
- e. *Should the Planning Commission reject the plat or condominium subdivision plan it shall record the reasons in the minutes of the meeting. A copy of the minutes shall be sent to the subdivider.*
- f. *Should the approval be a conditional approval, the subdivision layout shall not be forwarded to the Governing Body until said conditions have been satisfied by the developer. The revised layout shall follow the submittal procedure indicated under (6) A. above.*
- g. *Should the Planning Commission find that all conditions have been satisfactorily met, it shall give preliminary approval to the subdivider; the Chairman shall make a notation to that affect on each copy of the preliminary plat or condominium subdivision plan, returning one copy to the subdivider, forwarding three copies to*

STAFF FILE REVIEW/ANALYSIS

Page 3 of 7

the Governing Body with recommendations for preliminary approval, one copy to the Assessor, and retaining two copies for the Planning Commission files.

Items c-g must be completed and determined by the Planning Commission.

Staff recommends the following conditions of approval:

- **That an amended Site Plan is submitted to meet staff comments, and only after staff verifies that the revised plan meets staff comments will staff advance the Site Plan to the City Commission for their review.**
- **That all structures or expansion indicated on this site plan that were not reviewed under case # 20-SPR-11-16 cannot be constructed until they receive site plan review approval, and this CSD request does not grant approval for proposed construction.**

Relationship to Site Plan Review Standards (Staff Comments in Bold Text):

Per Section 80.62.5.A of the Zoning Ordinance:

(1) Each site plan shall be designed to ensure that:

- a. The uses proposed will not harm the public health, safety, or welfare. All elements of the site plan shall be designed to take into account the site's topography, the character of adjoining property, and the type and size of buildings. The site shall be developed so as not to impede the normal and ordinary development or improvement of surrounding property for uses permitted in this ordinance.*

The proposal is not anticipated to harm the public health, safety, or welfare.

- b. Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, and other elements shall be designed to promote safe and efficient traffic operations within the site and at its access points.*

For Phase 1, vehicular entrance into the site is off of Lakeshore Boulevard, and entrance into the parking garage is off of the future extended Baraga.

- c. The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned street and pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of schools, playgrounds, shopping centers, and other uses which generate a considerable amount of pedestrian traffic.*

A proposed sidewalk will connect to the bike path and directs pedestrians to the entrance of the building and along the south side of the building.

- d. *The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this ordinance. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding property.*

The landscaping must meet the approved site plan for Phase I.

- e. *Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Surface water on all paved areas shall be collected so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.*

The approved site plan for Phase I met this requirement. The future development on the condo subdivision plan was not reviewed under site plan review, but it must meet this requirement once they submit for site plan review.

- f. *All buildings or groups of buildings shall be arranged so as to permit emergency vehicle access as required by the Fire Department and Police Department.*

The site is currently under construction. The Police and Fire Departments approved the site plan for this Phase I.

- g. *All outside storage areas, including refuse storage stations, shall be screened from the view of the street and/or adjacent residentially zoned properties. All loading and unloading areas shall be reasonably screened for residentially zoned properties.*

The approved site plan for Phase I indicated refuse storage to be located inside the structure.

- h. *Exterior lighting shall be arranged so that it is deflected away from adjacent properties and bodies of water so that it does not impede the vision of traffic along adjacent streets or impair navigation on the waterway. Flashing or intermittent lights shall not be permitted.*

The approved site plan for Phase I indicated new lighting that met this requirement.

- i. *For consistency in areas where adjoining properties face the street, the Planning Commission may require that primary structures shall be oriented so that their main entrance faces the street upon which the lot fronts. If the development is on a corner lot, the main entrance may be oriented to either street or to the corner.*

STAFF FILE REVIEW/ANALYSIS

Page 5 of 7

N/A.

- j. *No noise, vibration, dust, fumes, or other nuisance shall leave the property in a manner that affects the surrounding area.*

It is not anticipated that the proposed uses will be a nuisance to surrounding properties.

Relationship to Zoning Ordinance Administrative Standards (Staff Comments in Bold Text):

80.60 Administrative Standards. For the purpose of administering this ordinance, the Zoning Administrator, the Planning Commission, the Board of Appeals and any other reviewing body or official shall consider each case as an individual case. Consideration shall be given to the location, size, and character of a use to determine if the use will be in harmony with the intent and appropriate and orderly development of the district in which it is situated and will not be detrimental to the orderly development of adjacent districts. Consideration shall be given to the following:

1. *Intent of the Zoning District.*

The intent of Founders 5 is RESIDENTIAL, COMMERCE, and LIGHT MANUFACTURING uses as defined by the Downtown Waterfront Form Based Code.

2. *Current use of adjacent lands and neighborhood.*

The neighborhood is comprised of single family and multiple family structures that are both rentals and owner-occupied, service uses, offices, retail, and vacant land.

3. *Physical appearance of existing or proposed structures (location, height, bulk of building as well as construction materials).*

The approved site plan for Phase I indicated brick, metal siding, wood siding, decorative CMU, architectural shingle roof.

4. *The suitability of the proposed landscaping in providing ground cover, screening and decoration on the site.*

The landscaping must meet the approved site plan for Phase I.

5. *The nature and intensity of operations involved in or conducted in connection with the proposed use.*

No problems anticipated.

6. *The time of use, the physical and economic relationship of one type of use to another.*

No problems anticipated.

7. *The assembly of persons or employees, which may be hazardous to the neighborhood or incongruous or conflict with normal traffic in the vicinity.*

No problems anticipated.

8. *Vehicular and pedestrian traffic volumes and patterns, particularly of children, as well as vehicular turning movements in relation to traffic flows, intersections and site distances.*

It is anticipated that the pedestrian and vehicle traffic volumes will increase once the construction is completed. Lakeshore Boulevard is classified as *Scenic Corridor* in the Community Master Plan, with traffic volumes considered to be high. Baraga Avenue is proposed to be extended to the north of this development.

9. *The physical characteristics of the site such as: area, drainage, topography, open space, landscaping, and access to minor and/or major streets*

The approved site plan for Phase I indicated 6" roof drain lines below grade to connect to the future storm system, and it will surface drain into future catch basins.

10. *Demands upon public services such as electricity, sewer, water, police, and fire protection, schools and refuse disposal.*

Adequate utilities are available.

11. *The type and amount of litter, waste, noise, dust, traffic, fumes, glare and vibration which may be generated by such use.*

No problems anticipated.

12. *Area requirements for the proposed use and the potential for the use or its area requirements to expand.*

Any expansion would have to meet the Zoning Ordinance – Downtown Waterfront Form Based Code section.

13. *Other factors necessary to maintain property values in the neighborhood and guarantee safety, light, air and privacy to the principal uses in the district.*

STAFF FILE REVIEW/ANALYSIS

Page 7 of 7

No problems anticipated.*14. Compliance with the Master Plan*

This parcel is shown as Mixed Use on the Future Land Use Map (p. 3-14) of the Community Master Plan. The proposed mix of residential and commercial uses are compatible with the intent of future land use in the Founders 5 form-based zoning district.

Additional Comments:

Staff recommends the following conditions of approval:

- **That an amended Site Plan is submitted to meet staff comments, and only after staff verifies that the revised plan meets staff comments will staff advance the Site Plan to the City Commission for their review.**
- **That all structures or expansion indicated on this site plan that were not reviewed under case # 20-SPR-11-16 cannot be constructed until they receive site plan review approval, and this CSD request does not grant approval for proposed construction.**

Attachments:

- Site Plan Review Application
- DPW, Fire, and Police Staff comments
- Applicant's responses to the Zoning and Engineering staff comments
- Area Map
- Block Map
- Photos
- Site Plan

**CITY OF MARQUETTE
SITE PLAN REVIEW APPLICATION**



CITY STAFF USE

Parcel ID #: 0510585 File #: 08-C50-08-17
Receipt/Inv #: 305529 Check #: 1281 Received by and date: 16-SEP-08-17
Site Plan (12 copies) Submitted: Y/N Hearing Date: 8-15-17 Notice Date: _____
Application complete (checklist, etc): Y / N
Does the site plan meet the required items: Y / N

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

Businesses may need to be made accessible to the public and employees per the Americans with Disabilities Act and State Construction Code.

FEE SCHEDULE

Commercial, Industrial, Residential with 3 or more units,
and Final PUD Site Plan (includes zoning compliance
fee)

Administrative Review (CDRT review) \$1,791
Administrative Review (Non-CDRT review) \$460
☐ Planning Commission Review \$2,065

Revised Site Plan (Developer Initiated)

☐ Administrative Review \$1,492
☐ Planning Commission Review \$1,492

**FEE SCHEDULE FOR SITE
CONDOMINIUM/PLATS/SUBDIVISIONS**

☐ Site Condominium Review \$1,754
☐ Revised (Developer Initiated) \$734

Plats/Subdivision

☐ Preliminary \$1,976
☐ Final \$1,755
☐ Revised \$734

If you have any questions, please call 228-0425 or e-mail alanders@mqctcy.org. Please refer to www.mqctcy.org to find the following information:

- ☐ Planning Commission page for filing deadline and meeting schedule
- ☐ Excerpts from the City Zoning Ordinance
 - Section 80.60 Administrative Standards
 - Section 80.62 Site Plans (this is attached to the application)
- ☐ If you are applying for a Site Condominium/Plat/Subdivision please review Chapter 85, the Marquette City Subdivision Ordinance

Will you be managing stormwater and applying for a stormwater utility fee reduction? ☐ Yes ☒ No
If yes, please refer to the Stormwater Utility Fee Reduction Application on the City website at www.mqctcy.org under the Engineering applications.

PRE-APPLICATION CONFERENCE

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

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: Landing Development Group II LLC

Address: P.O. Box 671

City, State, Zip: Marquette, MI 49855

Phone #: _____

Fax #: _____

Email: _____

APPLICANT/OWNERS REPRESENTATIVE

Name: Barry J Polzin Architects Inc.

Address: 101 N. Lakeshore Blvd.

City, State, Zip: Marquette, MI 49855

Phone #: 906-226-8661

Fax #: 906-226-8667

Email: bpolzin@bjparchitects.com

ARCHITECT

Name: Barry J Polzin Architects Inc.

Address: 101 N. Lakeshore Blvd.

City, State, Zip: Marquette, MI 49855

Phone #: 906-226-8661

Fax #: 906-226-8667

Email: bpolzin@bjparchitects.com

ENGINEER

Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____

Fax #: _____

Email: _____

PROPERTY INFORMATION

Location (Street Address): 401 S. Lakeshore Blvd. Property Identification Number: 0510585

Size of property (frontage / depth / sq. ft. or acres): 83,327 s.f. (1.91A)

Zoning District: FBC F5

Surrounding Zoning Districts:

North FBC G5

East FBC G3

South FBC G5

West FBC G5/OS/DD

Current Land Use: Vacant

Surrounding Land Uses:

North Commercial

East City Boardwalk and Lake

South Commercial

West Parking lot and Conservation/Recreation

DESCRIPTION OF PROJECT

Please describe use, building style and materials, ultimate ownership, phasing, start and completion proposed timelines for work, etc.:

Condominium subdivision plat.

SIGNATURE

I hereby certify the following:

1. I desire to apply for a site plan review indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
2. The request would not violate any deed restrictions attached the property involved in the request.
3. I have read the attached Site Plan Review section of the Zoning Ordinance and understand the necessary requirements that must be completed.
4. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the plan.
5. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full.
6. I acknowledge that no work can commence until the review process has been completed (includes clearing and earthwork).

Applicant Signature: 

Date: 7.18.17

1. I am the legal owner of the property for which this application is being submitted.
2. I authorize City Staff and the Planning Commission members to inspect the site.
3. If the applicant is other than the owner, the owner hereby grants permission for the applicant to act on his/her behalf.

Property Owner Signature: 

Date: 7.18.17

Project Name: Mat PlaceFile #: 02-CSD-08-17
16-SPR-08-17Parcel #: 0510585


PLEASE VERIFY THAT YOU HAVE ADDRESSED ALL THE ITEMS ON THIS LIST IN YOUR SITE PLAN. IF THERE IS NOTHING SHOWN ON THE SITE PLAN PLEASE INCLUDE A STATEMENT AS TO WHY IT HAS NOT BEEN SHOWN, OR MARK IT "NOT APPLICABLE". FAILURE TO ADDRESS THESE ITEMS WILL DELAY APPROVAL. SITE PLAN REVIEW WILL NOT BE SCHEDULED UNTIL COMPLETE PLANS ARE SUBMITTED.

ZONING		APPLICANT		DEPARTMENT
		Location in site plan	N/A attach reason	Approved / Waived
1	Name of Applicant	1 of 12		
2	Name of Developer	1 of 12		
3	Name of Preparer & Professional Seal (architect, engineer, or surveyor)	1 of 12		
4	Date of Preparation/Revisions	1 of 12		
5	North arrow and scale	All		
6	Complete and current legal description and size of property in acres	1 of 12		
7	Property lines and dimensions	2 of 12		
8	Zoning and current land use of applicant's and surrounding property, including property across any public or private street abutting the site	2 of 12		
9	Lot lines and structures on the property and within 100 feet of the site's property lines	2 of 12		
10	Locations of all significant natural features (waterway, bluff, forest, etc.)	2 of 12		
11	Location of access points on both sides of the street within 100 feet of the site; where access is proposed for the site	2 of 12		
12	Existing and proposed topography @ 2 foot contour intervals	C1.0		
13	Building footprint(s) (proposed and existing)	2 of 12		
14	Building setbacks	2 of 12		
15	Building elevations and heights	11/12 of 12		
16	Existing and proposed signage (dimensions, area, heights, clearances and locations)		n/a	
17	Illumination and construction details		n/a	
18	Floor areas and ground coverages for residential		n/a	
19	Indication of street right-of-way	2 of 12		
20	Document access easements or agreements existing and proposed	2 of 12		
21	Landscape preservation and planting details, common name, number and size at installation		n/a	
22	Location and dimensions of parking spaces and proposed access drives - distances from adjacent driveways		n/a	
23	Number of parking spaces required vs. number shown		n/a	

		APPLICANT		DEPARTMENT
		Location in site plan	N/A attach reason	Approved / Waived
PLANNING				
24	Name of existing & proposed streets; ROW & pavement widths and type	2 of 12		
25	Identification of existing and proposed pedestrian or non-motorized paths	2 of 12		
26	Character of development as related to the surrounding property and future development of the surrounding area	All Dwgs		
27	Traffic access management (features, traffic calming, etc.)		n/a	
28	Identify phases of development; provide starting & completion dates		n/a	
29	ADA compliance/issues		n/a	
30	Location of waste storage/screening & outdoor storage areas		n/a	
31	Location of loading/unloading areas and method of screening		n/a	
32	Effect of project on public street connectivity		n/a	
33	Effect on public trail system connectivity	2 of 12		
34	Location width and materials of proposed path		n/a	
35	Connectivity of proposed non-motorized and vehicular circulation to current network	2 of 12		
36	Buffering of adjacent to residential areas (fencing , landscaping)		n/a	
37	Street horizontal and vertical dimensions, including curve radii		n/a	
38	Details of exterior lighting (night sky friendly), location, height and shielding of existing and proposed fixtures		n/a	

		APPLICANT		DEPARTMENT
		Location in site plan	N/A attach reason	Approved / Waived
ENGINEERING				
Please refer to the Engineering Department General Guidelines and Standards for Street and Utility Design: http://www.mqtcty.org/Departments/Engineering/Standards/engineering_design_and_construction_standards_manual.pdf				
Will you be managing stormwater and applying for a stormwater utility fee reduction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, please refer to the Stormwater Utility Fee Reduction Application: http://www.mqtcty.org/Forms/eng/stormwater_%20utility_maintenance_agreement.pdf				
39	Include under general statements: "All utility construction work to be accepted by the City of Marquette into their utility system and all work done in public rights-of-way or easement must be done in accordance with Michigan Department of Transportation and City of Marquette standards and specifications"		n/a	

ENGINEERING CONT.		APPLICANT	DEPARTMENT
		Location in site plan	N/A attach reason Approved / Waived
40	Curb cut, water, sanitary sewer, storm sewer permits, etc. required? (obtain prior to construction activities)		n/a
41	Vehicle maneuvering lane size		n/a
42	Pavement width/type		n/a
43	Vegetated buffer or curbing between street and sidewalk and between sidewalk parking areas		n/a
44	Storm sewer in right-of-way shall be reinforced concrete		n/a
45	Sumps in catch basins?		n/a
46	Plans to be stamped, dated and signed by a professional engineer		n/a
47	Is the downstream storm sewer capacity adequate?		n/a
48	Verify that storm water runoff volume or velocity is not increased onto adjacent properties		n/a
49	Does any earthwork disturb adjacent properties?		n/a
50	Wetland concerns/proper permits obtained?		n/a
51	Traffic impact minimal to existing conditions (stacking, etc.)?		n/a
52	Vehicular and non-motorized circulation		n/a
53	Sanitary sewer inlet to outlet angles greater than or equal to 90 degrees?		n/a
54	Is there a hydrant at the end of any proposed dead end water main?		n/a
55	Size and material type of proposed and existing utilities shown?		n/a
56	Street horizontal and vertical dimensions, radii		n/a
57	Width and materials for non-motorized paths		n/a
58	Dimension of access points including distance from adjacent driveways or intersecting streets		n/a
59	Profiles will be shown for all utilities to be accepted by the City of Marquette into their utility system. All grades, pipe sizes, pipe materials, inverts and rim elevations will be shown on the profiles (water mains must have a minimum of 6 feet of cover, sanitary sewer mains must be installed under water mains with 1.5 feet of clearance		n/a

		APPLICANT		DEPARTMENT
		Location in site plan	N/A attach reason	Approved / Waived
PUBLIC WORKS				
60	Delineate & dimension all public or private easements	2 of 12		
61	Show public utility main locations & sizes within 100 feet of property boundary	3 of 12		
62	Extension or re-routing of public utility systems required		n/a	
63	Capacity and condition concerns of existing utility lines to serve the project		n/a	
64	Abandonment of existing utility lines associated with the project		n/a	
65	Location of existing and proposed utility services (with sizes), including storm water to be shown	3 of 12		
66	Utility metering requirements of the project		n/a	
67	Backflow and cross connection requirements applicable to the project including any proposed irrigation systems		n/a	
68	Sanitary waste pretreatment requirements		n/a	
69	Adequate snow storage provided on the property, without clear vision or utility obstructions		n/a	
70	Provisions to collect drainage from snow storage areas collected on property		n/a	
71	Access to public property (permits required for any work on ROW) (Drive, sidewalk, and trail connections)			
72	Additions or changes to public signing or traffic control required or recommended		n/a	
73	Additions to existing public sidewalks, or plowed routes, required or recommended		n/a	
74	Impact of project on public snow removal/storage		n/a	
75	Effect on plowing or ice control priorities		n/a	
76	New signing, overhangs, access ramps, grade changes, retaining walls, fences, etc. to be constructed in City ROW or easements		n/a	
77	Adequate, proper, and accessible on-site waste storage		n/a	
78	Adequate clearances and clear vision maintained for maintenance and sanitation equipment		n/a	
79	Removal, trimming, or planting of public trees required		n/a	
80	Maintenance-friendly design for any portions of the project to become public property		n/a	
81	Storage of hazardous materials associated with the project near public utilities		n/a	
82	Blasting near public utilities associated with the project		n/a	

		APPLICANT		DEPARTMENT
		Location in site plan	N/A attach reason	Approved / Waived
FIRE DEPARTMENT				
83	Buildings meet NFPA standards/NFPA Life Safety Code 101/ BOCA National Property Maintenance Code		n/a	
84	Proper water supply for fire suppression including fire hydrants and water mains		n/a	
85	Safe outlets for flushing fire hydrants		n/a	
86	Easements to test hydrants		n/a	
87	Water supply meets NFPA standards		n/a	
88	Fire Apparatus Access		n/a	
89	Surface Construction		n/a	
90	Ability to support fire trucks		n/a	
91	Fire truck angle of approach		n/a	
92	Outside turning radius		n/a	
93	Grade of drive or road ok		n/a	
94	Overhead clearance adequate		n/a	
95	Driveways and access roads meet NFPA standards		n/a	

POLICE DEPARTMENT				
96	Cross reference with accident data at nearest intersection(s)			

97	Any additional info necessary to establish compliance with City Ordinances, State, or Federal Laws			
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**EXCERPT FROM CITY ZONING ORDINANCE
SECTION 80.62 – SITE PLANS**

80.62 Site Plans.

1. Intent: It is the intent of this section to establish procedures and standards for the review and approval of site plan applications and to ensure proper relationships between the development features as they relate to the standards outlined in this section. This section is further intended to ensure that developments are compatible with adjacent uses of land and promote the use of land in a desirable manner that does not impair the surrounding uses by the erection of structures, additions, alterations, or site improvements that may negatively impact surrounding development, while providing for the orderly development of the City of Marquette.
2. Uses subject to site plan review:
 - A. Conditional Uses;
 - B. Planned Unit Developments;
 - C. Any earthwork greater than 20,000 square feet in size;
 - D. New construction, additions, alterations, or site improvements of any nonresidential building or buildings, including nonresidential accessory buildings or structures;
 - E. Conversion of an existing building or part thereof from a residential use to a non-residential use, including site improvements that result from a change in the use of the building or part thereof from residential use to nonresidential use;
 - F. New construction, additions, alterations, or site improvements for multifamily residential units that contain or will contain three (3) or more unit dwellings;
 - G. Any expansion or change in an existing land use if more parking in addition to that already provided is required;
 - H. Site improvements that include landscaping, lighting, parking, and site access.
3. Uses exempt from site plan review: The following uses shall be exempt from site plan review:
 - A. Single family dwellings and their accessory facilities on individual parcels;
 - B. Two family dwellings and their accessory facilities on individual parcels;
 - C. Interior remodeling or interior construction;
 - D. Landscaping that is less than 25 percent of the parcel size or 5,000 square feet, whichever is less.
4. Site plan review procedures:
 - A. No zoning compliance or conditional use permit shall be issued for any uses subject to site plan review except in accordance with a site plan approved by the Planning Commission or Zoning Administrator, except as herein provided.
 - B. Preliminary sketches of proposed site plans may be submitted for review to the Planning Commission prior to submission for final approval. Submission of preliminary sketch plans shall be made no later than six (6) days prior to the meeting at which the review is to take place. The Planning Commission shall advise the applicant as to the general acceptability of the proposed plan, but shall not be bound by any statements or indications of acceptance to the plan. The Zoning Administrator shall determine the number of plans to be submitted. Sketch plans should include at a minimum:
 - (1) Identification of project;
 - a. The applicant's name;
 - b. Name of the development;
 - c. Date of preparation and any revisions;
 - d. North arrow;
 - e. Small scale location sketch of sufficient size and scale.
 - (2) Existing features

- a. Property lines and dimensions drawn to scale;
 - b. Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the site;
 - c. Location of significant natural features;
 - d. Location of any access points on both sides of the street within one-hundred (100) feet of the site along streets where access to the site is proposed.
- (3) Proposed construction
- a. Building footprints, and setbacks, for all proposed structures;
 - b. Location of parking spaces;
 - c. General landscape concept;
 - d. Exterior lighting locations;
 - e. General site circulation and access including:
 - i. indication of street right of way, and pavement widths;
 - ii. access points;
 - iii. location of pedestrian paths.
- C. Applications for final site plan approval shall be submitted to the Zoning Administrator at least twenty (20) business days prior to the meeting at which the review is to take place.
- D. The site plan review application materials shall include all the following information, unless the Zoning Administrator determines that some of the required information is not reasonably necessary for consideration of the plan.
- (1) Current proof of ownership or evidence of a contractual ability to acquire such land, such as an option or purchase agreement or a written statement from the property owner indicating permission for the filing of the application.
- (2) Twelve copies of plan sheet(s) providing the information listed below. Sheet size of submitted drawings shall be at least 24-inches by 36-inches, with graphics at an engineers scale of one (1) inch equals twenty (20) feet for sites of 20 acres or less; and one (1) inch equals fifty (50) feet for sites over 20 acres. The surrounding area drawing may be in a scale of one (1) inch equals one-hundred (100). Individual site plan requirements may be waived if deemed unnecessary by the Zoning Administrator.
- a. Identification of the project
 - i. The applicant's name;
 - ii. Name of the development;
 - iii. The preparer's name and professional seal of architect, engineer, surveyor or landscape architect indicating license in the State of Michigan;
 - iv. Date of preparation and any revisions;
 - v. North arrow;
 - vi. Complete and current legal description and size of property in acres.
 - b. Existing features
 - i. Property lines and dimensions;
 - ii. Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the site;
 - iii. Lot lines and all structures on the property and within one-hundred (100) feet if the site's property lines
 - iv. Locations of all significant natural features;
 - v. Location of any access points on both sides of the street within one-hundred (100) feet of the site along streets where access to the site is proposed;

- vi. Existing topography at a minimum of two (2) foot contour intervals.
- c. Proposed construction
 - i. Building footprints, setbacks, and elevations showing height for all proposed structures with the acreage allotted to each use. Floor area and ground coverage ratios shall be provided for residential structures;
 - ii. Proposed locations of utility services (with sizes), including storm drainage, retention or detention ponds, fire hydrants, and any public or private easements;
 - iii. Proposed topography with a site grading plan with topography at a maximum of two (2) foot contour intervals;
 - iv. Location and method of screening for all waste dumpsters;
 - v. Location and dimensions of parking spaces;
 - vi. A landscaping plan indicating proposed plant locations with common plant name, number, and size at installation. Berms, retaining walls or fences shall be shown with elevations from the surrounding average grade;
 - vii. Details of exterior lighting including locations, height, and method of shielding;
 - viii. The location of all permanent or temporary signs, existing or proposed, including their area, size, height, illumination, and the type of construction;
 - ix. Details of site circulation and access design, including:
 - (a) Indication of street right-of-way and pavement widths and pavement type;
 - (b) Street horizontal and vertical dimensions, including curve radii;
 - (c) Dimensions of access points including distance from adjacent driveways or intersecting streets, including those across a street;
 - (d) Identification of width and material to be used for pedestrian paths;
 - (e) Name and location of abutting public streets, proposed access driveways and parking areas, and existing and proposed pedestrian/bicycle paths;
 - (f) Written verification of access easements or agreements, if applicable.
 - x. If the application is related to property scheduled for phased development, the proposed layout for the total projected development shall be indicated, and the projected scope and time period shall be estimated for each additional phase;
 - xi. Any other information necessary to establish compliance with this and other ordinances;
 - xii. A completed application form, supplied by the Zoning Administrator, and an application fee.
- E. The Planning Commission or the Zoning Administrator, prior to granting approval of a site plan, may request from the applicant any additional graphics or written materials, prepared by a qualified person or person(s), to assist in determining the appropriateness of the site plan. Such material may include, but is not limited to, photographs, estimated impact on public schools and utilities, and traffic impacts.
- F. The Zoning Administrator, engineering department, fire department, and planning staff will review application materials to determine if they are in proper form, all of the required information is present, and the site plan is in compliance with applicable city ordinances and each will submit a report to the Zoning Administrator.

- G. If the site plan is determined to not be in compliance with the ordinances the Zoning Administrator shall deny approval of the site plan.
 - H. The Zoning Administrator may approve or conditionally approve minor site plans which include additions, alterations, and renovations that are less than 20% of the size of the original building footprint or less than 2000 square feet, site improvements that are less than 20% of the site area or less than 2000 square feet (which ever is less), and all buildings less than 2000 square feet. All other site plans must be reviewed by the Planning Commission.
 - I. Except as noted above, the Planning Commission shall approve, approve with conditions, or deny the site plan based on the compliance of the plan with city ordinances and the review standards of this ordinance. If conditional approval is granted, the conditions shall be stated specifically so that the Zoning Administrator or other reviewing departments can determine compliance with the conditions and grant approval following submission of revised plans; said review not to exceed ten (10) days.
 - J. The Planning Commission Chair and the applicant shall sign two (2) copies of the approved site plan, one of which is kept by the Zoning Administrator, the other by the applicant.
 - K. Zoning Compliance shall not be issued until the Planning Commission or the Zoning Administrator has approved the plan.
5. Approval of a site plan, including conditions made as part of the approval, is attached to the property described as part of the application and not to the owner of such property.
- A. Review Standards
- (1) Each site plan shall be designed to ensure that:
 - a. The uses proposed will not harm the public health, safety, or welfare. All elements of the site plan shall be designed to take into account the site's topography, the character of adjoining property, and the type and size of buildings. The site shall be developed so as not to impede the normal and ordinary development or improvement of surrounding property for uses permitted in this ordinance.
 - b. Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, and other elements shall be designed to promote safe and efficient traffic operations within the site and at its access points.
 - c. The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned street and pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of schools, playgrounds, shopping centers, and other uses which generate a considerable amount of pedestrian traffic.
 - d. The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this ordinance. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding property.
 - e. Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Surface water on all paved areas shall be collected so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.

- f. All buildings or groups of buildings shall be arranged so as to permit emergency vehicle access as required by the Fire Department and Police Department.
 - g. All outside storage areas, including refuse storage stations, shall be screened from the view of the street and/or adjacent residentially zoned properties. All loading and unloading areas shall be reasonably screened for residentially zoned properties.
 - h. Exterior lighting shall be arranged so that it is deflected away from adjacent properties and bodies of water so that it does not impede the vision of traffic along adjacent streets or impair navigation on the waterway. Flashing or intermittent lights shall not be permitted.
 - i. For consistency in areas where adjoining properties face the street, the Planning Commission may require that primary structures shall be oriented so that their main entrance faces the street upon which the lot fronts. If the development is on a corner lot, the main entrance may be oriented to either street or to the corner.
 - j. No noise, vibration, dust, fumes, or other nuisance shall leave the property in a manner that affects the surrounding area.
- 6. Amendments
 - A. No changes, erasures, modifications, or revisions shall be allowed for any approved site plan without prior approval by the Zoning Administrator, or the Planning Commission.
 - B. The ability to approve any changes shall remain consistent with the ability to approve or deny an original site plan.
- 7. Validity of Approved Site Plans
 - A. Site plan approval shall expire one (1) year from the date of approval except for phased projects that are required to follow a project timeline.
 - B. When work on a project is halted for a minimum of two months, except during winter conditions, the Zoning Administrator or designee shall inform the Planning Commission which may revoke the approval if the conditions warrant.
 - C. The Planning Commission may grant a one time extension to the expiration deadline not to exceed one (1) year provided:
 - (1) The request is submitted at least 45 days prior to the expiration of the site plan approval.
 - a. The approved plan conforms to zoning at the time the extension is granted
 - b. Any and all Federal and State approvals and permits are current.
 - D. Site plans whose approval has expired shall require resubmission as an initial application.
- 8. Compliance Guarantees:
 - A. Prior to construction, the Zoning Administrator shall require that the property boundaries be staked by a licensed surveyor. At any time during construction, the Zoning Administrator may inspect the site to determine compliance with the approved site plan. If the Zoning Administrator determines that the construction is not in accordance with the approved site plan, the Zoning Administrator shall issue a stop work order and take action to ensure compliance with the approved site plan.
- 9. Appeals of Site Plans
 - A. Any person aggrieved by the decision of the Planning Commission or Zoning Administrator with respect to an approval or denial of a site plan shall have the right of an appeal to the Board of Zoning Appeals. The appeal shall be filed in writing within thirty (30) business days of the decision.
 - B. The filing of such an appeal shall act to stay the issuance of any permit.
 - C. No new evidence may be submitted to the Board of Zoning Appeals.

BARRY J POLZIN ARCHITECTS

101 N. LAKESHORE BLVD. • MARQUETTE, MICHIGAN 49855
906-226-8661 • FAX 906-226-8667
bpolzin@bjparchitects.com

Zoning

12. Existing and proposed topography @ 2 foot contour intervals
Submitted for condominium subdivision plat.
16. Existing and proposed signage (dimensions, area, heights, clearances and locations)
Submitted for condominium subdivision plat.
17. Illumination and construction details
Submitted for condominium subdivision plat.
18. Floor areas and ground coverages for residential
Submitted for condominium subdivision plat.
21. Landscape preservation and planting details, common name, number and size at installation
Submitted for condominium subdivision plat.
22. Location and dimensions of parking spaces and proposed access drives - distances from adjacent driveways
Submitted for condominium subdivision plat.
23. Number of parking spaces required vs. number shown
Submitted for condominium subdivision plat.

Planning

27. Traffic access management (features, traffic calming, etc.)
Submitted for condominium subdivision plat.
28. Identify phases of development; provide starting & completion dates
Submitted for condominium subdivision plat.
29. ADA compliance/issues
Submitted for condominium subdivision plat.
30. Location of waste storage/screening & outdoor storage areas
Submitted for condominium subdivision plat.

- 31. Location of loading/unloading areas and method of screening
Submitted for condominium subdivision plat.
- 34. Location width and materials of proposed path
Submitted for condominium subdivision plat.
- 36. Buffering of adjacent to residential areas (fencing, landscaping)
Submitted for condominium subdivision plat.
- 37. Street horizontal and vertical dimensions, including curve radii
Submitted for condominium subdivision plat.
- 38. Details of exterior lighting (night sky friendly), location, height and shielding of existing and proposed fixtures
Submitted for condominium subdivision plat.

Engineering

- 39. Include under general statements: "All utility construction work to be accepted by the City of Marquette into their utility system and all work done in public rights-of-way or easement must be done in accordance with Michigan Department of Transportation and City of Marquette standards and specifications"
Submitted for condominium subdivision plat.
- 40. Off-street parking lot, curb cut, water, sanitary sewer, storm sewer permits required? (obtain prior to construction activities)
Submitted for condominium subdivision plat.
- 41. Vehicle maneuvering lane size
Submitted for condominium subdivision plat.
- 42. Pavement width/type
Submitted for condominium subdivision plat.
- 43. Vegetated buffer or curbing between street and sidewalk and between sidewalk parking areas
Submitted for condominium subdivision plat.
- 44. Storm sewer in right-of-way shall be reinforced concrete
Submitted for condominium subdivision plat.
- 45. Sumps in catch basins?
Submitted for condominium subdivision plat.
- 46. Plans to be stamped, dated and signed by a professional engineer
Submitted for condominium subdivision plat.

47. Is the downstream storm sewer capacity adequate?
Submitted for condominium subdivision plat.
48. Verify that storm water runoff volume or velocity is not increased onto adjacent properties
Submitted for condominium subdivision plat.
49. Does any earthwork disturb adjacent properties?
Submitted for condominium subdivision plat.
50. Wetland concerns/proper permits obtained?
Submitted for condominium subdivision plat.
51. Traffic impact minimal to existing conditions (stacking, etc.)?
Submitted for condominium subdivision plat.
52. Vehicular and non-motorized circulation
Submitted for condominium subdivision plat.
53. Sanitary sewer inlet to outlet angles greater than or equal to 90 degrees?
Submitted for condominium subdivision plat.
54. Is there a hydrant at the end of any proposed dead end water main?
Submitted for condominium subdivision plat.
55. Size and material type of proposed and existing utilities shown?
Submitted for condominium subdivision plat.
56. Street horizontal and vertical dimensions, radii
Submitted for condominium subdivision plat.
57. Width and materials for non-motorized paths
Submitted for condominium subdivision plat.
58. Dimension of access points including distance from adjacent driveways or intersecting streets
Submitted for condominium subdivision plat.
59. Profiles will be shown for all utilities to be accepted by the City of Marquette into their utility system. All grades, pipe sizes, pipe materials, inverts and rim elevations will be shown on the profiles (water mains must have a minimum of 6 feet of cover, sanitary sewer mains must be installed under water mains with 1.5 feet of clearance)
Submitted for condominium subdivision plat.

Public Works

- 62. Extension or re-routing of public utility systems required
Submitted for condominium subdivision plat.
- 63. Capacity and condition concerns of existing utility lines to serve the project
Submitted for condominium subdivision plat.
- 64. Abandonment of existing utility lines associated with the project
Submitted for condominium subdivision plat.
- 66. Utility metering requirements of the project
Submitted for condominium subdivision plat.
- 67. Backflow and cross connection requirements applicable to the project including any proposed irrigation systems
Submitted for condominium subdivision plat.
- 68. Sanitary waste pretreatment requirements
Submitted for condominium subdivision plat.
- 69. Adequate snow storage provided on the property, without clear vision or utility obstructions
Submitted for condominium subdivision plat.
- 70. Provisions to collect drainage from snow storage areas collected on property
Submitted for condominium subdivision plat.
- 71. Access to public property (permits required for any work on ROW) (Drive, sidewalk, and trail connections)
Submitted for condominium subdivision plat.
- 72. Additions or changes to public signing or traffic control required or recommended
Submitted for condominium subdivision plat.
- 73. Additions to existing public sidewalks, or plowed routes, required or recommended
Submitted for condominium subdivision plat.
- 74. Impact of project on public snow removal/storage
Submitted for condominium subdivision plat.
- 75. Effect on plowing or ice control priorities
Submitted for condominium subdivision plat.

- 76. New signing, overhangs, access ramps, grade changes, retaining walls, fences, etc. to be constructed in City ROW or easements
Submitted for condominium subdivision plat.
- 77. Adequate, proper, and accessible on-site waste storage
Submitted for condominium subdivision plat.
- 78. Adequate clearances and clear vision maintained for maintenance and sanitation equipment
Submitted for condominium subdivision plat.
- 79. Removal, trimming, or planting of public trees required
Submitted for condominium subdivision plat.
- 80. Maintenance-friendly design for any portions of the project to become public property
Submitted for condominium subdivision plat.
- 81. Storage of hazardous materials associated with the project near public utilities
Submitted for condominium subdivision plat.
- 82. Blasting near public utilities associated with the project
Submitted for condominium subdivision plat.

Fire Department

- 83. Buildings meet NFPA standards/NFPA Life Safety Code 101/ BOCA National Property Maintenance Code
Submitted for condominium subdivision plat.
- 84. Proper water supply for fire suppression including fire hydrants and water mains
Submitted for condominium subdivision plat.
- 85. Safe outlets for flushing fire hydrants
Submitted for condominium subdivision plat.
- 86. Easements to test hydrants
Submitted for condominium subdivision plat.
- 87. Water supply meets NFPA standards
Submitted for condominium subdivision plat.
- 88. Fire Apparatus Access
Submitted for condominium subdivision plat.

89. Surface Construction

Submitted for condominium subdivision plat.

90. Ability to support fire trucks

Submitted for condominium subdivision plat.

91. Fire truck angle of approach

Submitted for condominium subdivision plat.

92. Outside turning radius

Submitted for condominium subdivision plat.

93. Grade of drive or road ok

Submitted for condominium subdivision plat.

94. Overhead clearance adequate

Submitted for condominium subdivision plat.

95. Driveways and access roads meet NFPA standards

Submitted for condominium subdivision plat.

Police Department

96. Cross reference with accident data at nearest intersection(s)

Submitted for condominium subdivision plat.

97. Any additional info necessary to establish compliance with City Ordinances, State, or Federal Laws

Submitted for condominium subdivision plat.

DPW Staff Comment



CITY OF MARQUETTE
DEPARTMENT OF PUBLIC WORKS
1100 WRIGHT STREET
MARQUETTE, MI 49855
(906) 228-0444
www.mqtcty.org

MEMORANDUM

TO: Andrea Landers, Zoning Official
FROM: Scott Cambensy, Superintendent of Public Works *SAC*
DATE: July 19, 2017
SUBJECT: 16-CUP-08-17 – Site plan review for Marquette Place Condominium Plan

After review of the condominium plans, DPW has no comments at this time.

Fire Staff Comment



CITY OF MARQUETTE
Fire Department
418 S. Third St.
MARQUETTE, MI 49855
(906) 225-8941
www.mqtcty.org

MEMORANDUM

TO: 401 S. Lakeshore Blvd Project Coordinator
FROM: Cpt. Tom Dunleavy, Fire Inspector
DATE: July 26, 2017
SUBJECT: Site Plan Review 16-SPR-08-17 & 02-CSD-08-17

Fire Inspector has reviewed the Site Plans for 401 S. Lakeshore BLVD. No comments at this time. TD

Police Staff Comment



**CITY OF MARQUETTE
POLICE DEPARTMENT
300 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906) 228-0400
www.mqtcty.org**

MEMORANDUM

TO: Andrea Landers – Community Development
FROM: Cpt. Mike Laurila, Police Department
DATE: 07/24/2017
SUBJECT: PIN: 0510585, FILE# 16-SPR-08-17 & 02-CSD-08-17

Regarding the above, I have no comments at this time.

Thank you.

Applicants Response to Zoning Comments



CITY OF MARQUETTE
PLANNING AND ZONING
300 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906) 228-0425
www.mqtcty.org

MEMORANDUM

TO: Andy Buck, Surveyor
FROM: Andrea Landers, Zoning Official
DATE: August 1, 2017
SUBJECT: 02-CSD-07-17 – Marquette Place Condominium (PIN: 0510585)

Submittal Documents:

Plan Title: Marquette Place Condominium

Plans Dated: July 18, 2017

Plans Dated: July 18, 2017

After review of the plans, zoning staff has the following comments:

General Comment

1. The site has only gone through site plan review for phase 1 but the proposed condo plan shows units and structures that were marked in text as future phases on the latest approved site plan for phase 1.
 - a. Please provide a detailed explanation on the proposed division of the condo units.
 - b. Please explain why structures that were not approved or reviewed are shown.

Items 1a and 1b: The condo units are simply allowable volumes with specific footprints in which a structure could be built. The Phase I site plan included the actual structures to be built within Unit 1 and Unit 2. The unit volumes depicted and defined do comply with the FBC F5 height and area requirements.

It is understood that any structure to be built within any of the other units (volumes) or the expansion of units 1 and 2 will require separate site plan review processes for approval of the proposed construction.

Note: I will provide you with a digital file of this memo so that you may respond to my comment on this sheet and I will include your comments in the STAFF FILE REVIEW/ANALYSIS to the Planning Commission.

To do so, I must receive your comments no later than **August 7, 2017.**

New sets of plans or plan sheets will NOT be accepted per the City of Marquette Zoning Ordinance.

Applicants Response to Engineering Comments

SITE PLAN REVIEW COMMITTEE

CITY OF MARQUETTE
300 W. Baraga Avenue
Marquette, MI 49855

FILE: 16-SPR-08-17

APPLICANT: Barry J. Polzin Architects

DATE: July 28, 2017

REQUEST: Marquette Place Condominium Association

Submittal Documents:

Plan: Marquette Place Condominium Association (401 S. Lakeshore Boulevard)

Architectural Company: Barry J. Polzin, Architects

Approving Architect: Barry J. Polzin, AIA

Plan Date: July 18, 2017

Sheets: 1-12

The following are the plan review comments from the Engineering Department for the documents identified above. The Engineering Department may provide further review and comment upon submittal of revised plans.

Sheet 1 – Cover Sheet

- 1) Plans have not been stamped, signed or dated by a P.E., P.S. or AIA.

Plans have been signed and sealed.

Sheet 2 – Survey Plan

- 1) Plans have not been stamped, signed or dated by a P.S.

Plans have been signed and sealed.

- 2) Label the Lakeshore Boulevard and Baraga Avenue Right of Way lines

Labeled lines stating R.O.W. along City right of ways.

Sheet 3 – Utility Plan

- 1) The proposed utilities along Baraga Avenue are not shown correctly. Please coordinate with the City of Marquette on the proposed utilities in this area.

Coordinating with the City as the plans are engineered.

- 2) Please label the utilities as either proposed or existing along Lakeshore Boulevard.

Labeled Proposed utilities along Baraga Ave. and Lakeshore Boulevard.

General Comments

- 1) After a cursory review of the Marquette Place Condominium Subdivision Plan the plans as received were found to have several omissions and that the surveyor of record will need to review the Condominium Act, as amended, and the Department of Commerce rules on Condominiums to get this Condominium Subdivision Plan into compliance with Michigan's Condominium.

Reviewed Condominium Act and Rules and made changes where necessary to comply with Condominium Act.

Resubmittal

Please include with the re-submittal plans, a point-by-point narrative addressing each of the above items. Please enumerate the narrative to follow the same format used above. A digital copy of this site plan review is available upon request.

Respectfully Submitted,

Engineering Department

J:\Site Plan Review Files\2017\16-SPR-08-17 & 02-CSD-08-17 401 S. Lakeshore Blvd\ZCP review 7-28-17.doc

02-CSD-08-17 Area Map



02-CSD-08-17 Block Map



Photos of the site (the arrows indicate where I was standing when the picture was taken)





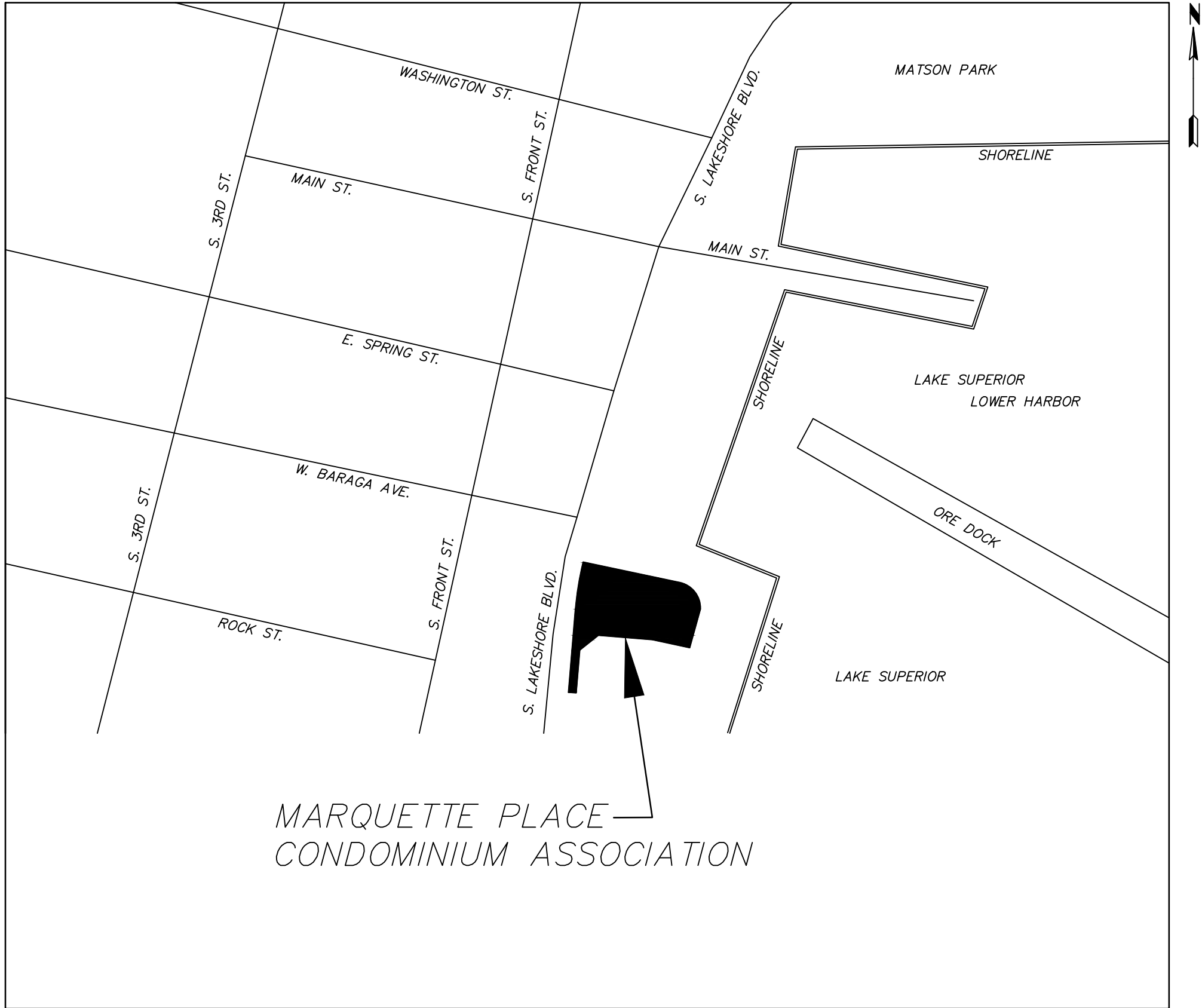
MARQUETTE PLACE CONDOMINIUM ASSOCIATION

MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44

EXHIBIT "B" OF THE MASTER DEED OF MARQUETTE PLACE CONDOMINIUM ASSOCIATION

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

VICINITY MAP
NOT TO SCALE



DEVELOPER

THE LANDING DEVELOPMENT
GROUP II, LLC
P.O. BOX 671
MARQUETTE MI, 49855

SURVEYOR

ANDREW M. BUCK, PS 58062
LAKE STATE LAND SURVEYING, Inc.
P.O. BOX 533
IRON MOUNTAIN, MI 49801

DRAWING INDEX

- 1 – TITLE SHEET
- 2 – SURVEY PLAN
- 3 – UTILITY PLAN
- 4 – UNITS 1 & 4, ELEVATION 604.50'
- 5 – UNITS 1, 3, 4, 5, 7, ELEVATION 614.50'
- 6 – UNITS 1, 2, 4, 6, 7, ELEVATION 625.83'
- 7 – UNITS 2, 4, 6, 7, ELEVATION 636.50'
- 8 – UNITS 2, 4, 6, 7, ELEVATION 648.00'
- 9 – UNITS 2, 4, 6, 7, ELEVATION 659.50'
- 10 – UNITS 2, 4, 6, 7, ELEVATION 671.50'
- 11 – UNITS 1, 3, 5, 6, 7 CROSS SECTIONS
- 12 – UNITS 1, 2, 3, 5, 6, 7 CROSS SECTIONS

LEGAL DESCRIPTION (DOCUMENT NO. 2009R-13655 AND 2010R-06423)

Part of Government Lot 3, Section 23, Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more fully described as Commencing at the South 1/4 corner of said Section 23; thence S89°16'21"E, 659.41' along the South line of said Section; thence N00°43'39"E, 1547.98' to the Easterly Right-of-Way (R/W) line of Lakeshore Boulevard (66' R/W); thence N06°00'27"E, 66.00' along said R/W line to the POINT OF BEGINNING; thence continuing N06°00'27"E, 261.10' along said R/W line to a Point of Curvature (P.C.); thence Northeasterly, 149.06' along said R/W line on the arc of a 967.00' radius curve to the right, delta angle of 08°49'56" and a chord bearing N10°25'25"E, 148.92' to a Point of Tangency (P.T.); thence N14°50'23"E, 1.89' along said R/W line; thence S76°49'06"E, 310.41' to a P.C.; thence Southeasterly, 115.03' along the arc of an 82.00' radius curve to the right, delta angle of 80°22'20" and a chord bearing S36°37'56"E, 105.82' to a P.T. thence S16°44'16"W, 125.97'; thence N76°49'06"W, 119.54'; thence N83°59'33"W, 170.36'; thence S52°38'39"W, 74.28'; thence S06°00'27"W, 135.00'; thence N83°59'33"W, 25.00' to the POINT OF BEGINNING, containing 1.91 Acres (83,294 square feet).

The above described parcel is together with and subject to a green space/public utility easement adjacent to and adjoining the Easterly R/W line of Lakeshore Boulevard, said easement being described as part of Government Lot 3, Section 23, Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more fully described as Commencing at the South 1/4 corner of said Section 23; thence S89°16'21"E, 659.41' along the South line of said Section; thence N00°43'39"E, 1547.98'; thence N06°00'27"E, 66.00' to the easement POINT OF BEGINNING; thence N06°00'27"E, 261.10' along said R/W line to a Point of Curvature (P.C.); thence Northeasterly, 149.06' along said R/W line on the arc of a 967.00' radius curve to the right, delta angle of 08°49'56" and a chord bearing N10°25'25"E, 148.92' to a Point of Tangency (P.T.); thence N14°50'23"E, 1.89' along said R/W line; thence S76°49'06"E, 26.00'; thence S13°46'22"W, 40.16'; thence N77°26'41"W, 18.00'; thence Southwesterly, 109.60' along the arc of a 959.00' radius curve to the left, delta angle of 06°32'52" and a chord bearing S09°16'53"W, 109.54' to an easement P.T.; thence S06°00'27"W, 261.10'; thence N83°59'33"W, 8.00' to the easement POINT OF BEGINNING.

Subject to a green space/utility easement for Parcel '3A', said easement being described as part of Government Lot 3, Section 23, Town 48 North, Range 25 West, City of Marquette, Marquette County, Michigan more fully described as Commencing at the South 1/4 corner of said Section 23; thence S89°16'21"E, 659.41' along the South line of said Section; thence N00°43'39"E, 1547.98'; thence N06°00'27"E, 161.00' to the easement POINT OF BEGINNING; thence N06°00'27"E, 40.00'; thence S83°59'33"E, 25.00'; thence S06°00'27"W, 40.00'; thence N83°59'33"W, 25.00' to the easement POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, ANDREW BUCK, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS MARQUETTE PLACE CONDOMINIUM ASSOCIATION PLAN No: 44, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 THAT THE ACCURACY REQUIRE THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

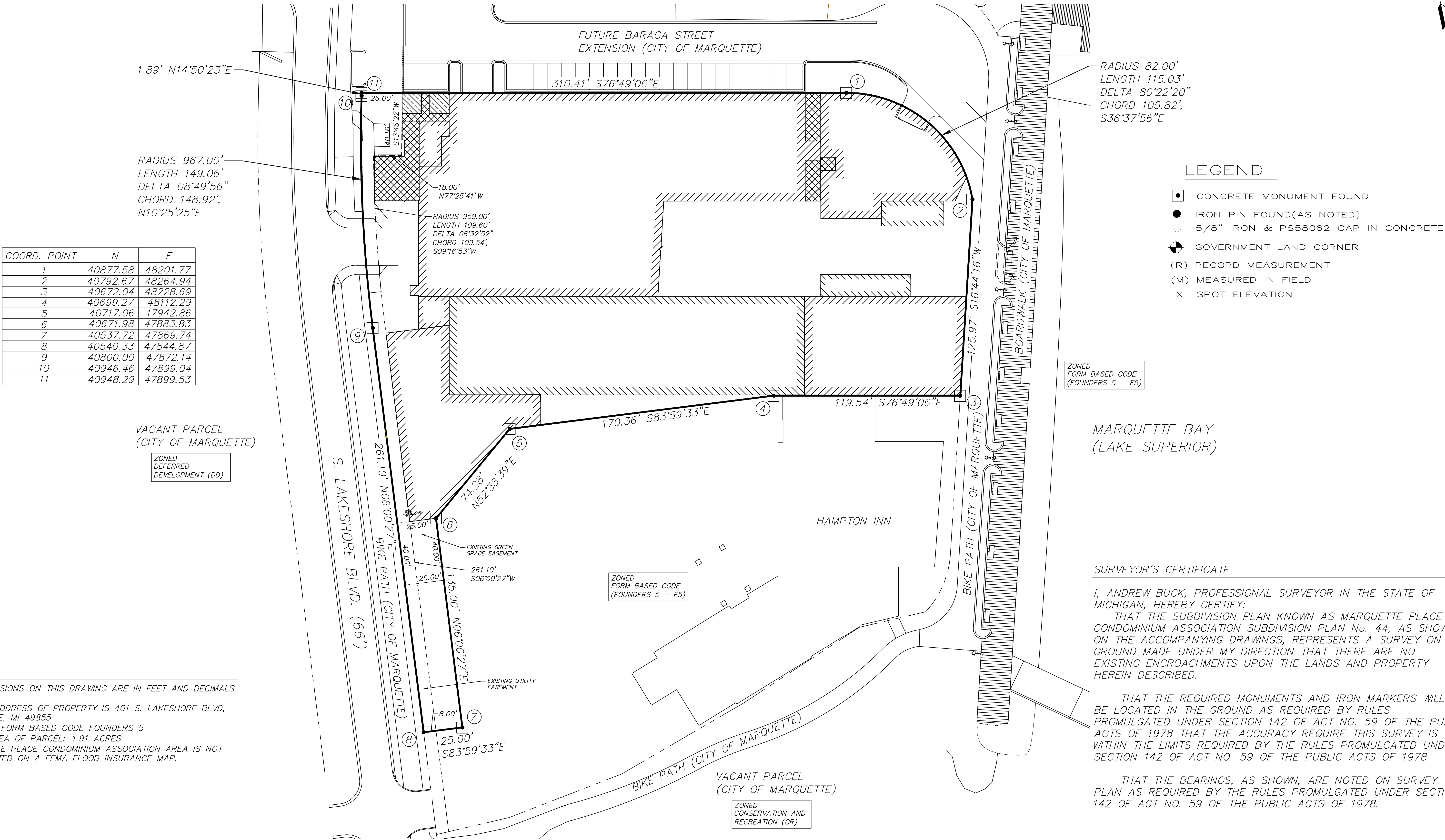
LAKE STATE LAND SURVEYING, INC. <u>MICHIGAN • WISCONSIN</u> SURVEYING P.O. BOX 533 IRON MOUNTAIN, MI 49801 (906) 235-0404 www.LakeStateLandSurveying.com	MARQUETTE PLACE CONDOMINIUM ASSOCIATION – TITLE SHEET DEVELOPER: THE LANDING DEVELOPMENT GROUP II, LLC P.O. BOX 671 MARQUETTE, MI 49855		
	DRAWN: A.M.B	JOB No: 7060	DRAWING: mqtplacecondo.dwg
	ERROR OF CLOSURE: LESS THAN 1/5000		FINAL:
	BASIS OF BEARING: CITY OF MARQUETTE COORDINATE SYSTEM		

SIGNED: _____ DATE: _____
ANDREW M. BUCK, P.S. NO. 58062

MARQUETTE PLACE CONDOMINIUM ASSOCIATION

MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44

SURVEY PLAN



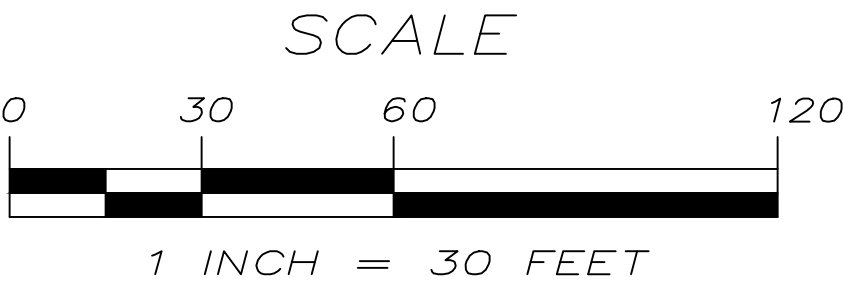
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6	40671.98	47883.83
7	40537.72	47869.74
8	40540.33	47844.87
9	40800.00	47872.14
10	40946.46	47899.04
11	40948.29	47899.53

- NOTES:
- 1) ALL DIMENSIONS ON THIS DRAWING ARE IN FEET AND DECIMALS OF FEET.
 - 2) POSTAL ADDRESS OF PROPERTY IS 401 S. LAKESHORE BLVD, MARQUETTE, MI 49855.
 - 3) ZONED - FORM BASED CODE FOUNDERS 5
 - 4) TOTAL AREA OF PARCEL: 1.91 ACRES
 - 5) MARQUETTE PLACE CONDOMINIUM ASSOCIATION AREA IS NOT REPRESENTED ON A FEMA FLOOD INSURANCE MAP.

LAKE STATE LAND SURVEYING, INC.
MICHIGAN • WISCONSIN
SURVEYING
P.O. BOX 533
IRON MOUNTAIN, MI 49801
(906) 235-0404
www.LakeStateLandSurveying.com

MARQUETTE PLACE CONDOMINIUM ASSOCIATION - SURVEY PLAN
DEVELOPER: THE LANDING DEVELOPMENT GROUP II, LLC
P.O. BOX 671
MARQUETTE, MI 49855

DRAWN: A.M.B	JOB No: 7060	DRAWING: mqtplacecondo.dwg	DATE: 7/18/2017
ERROR OF CLOSURE: LESS THAN 1/5000			FINAL:
BASIS OF BEARING: CITY OF MARQUETTE COORDINATE SYSTEM			

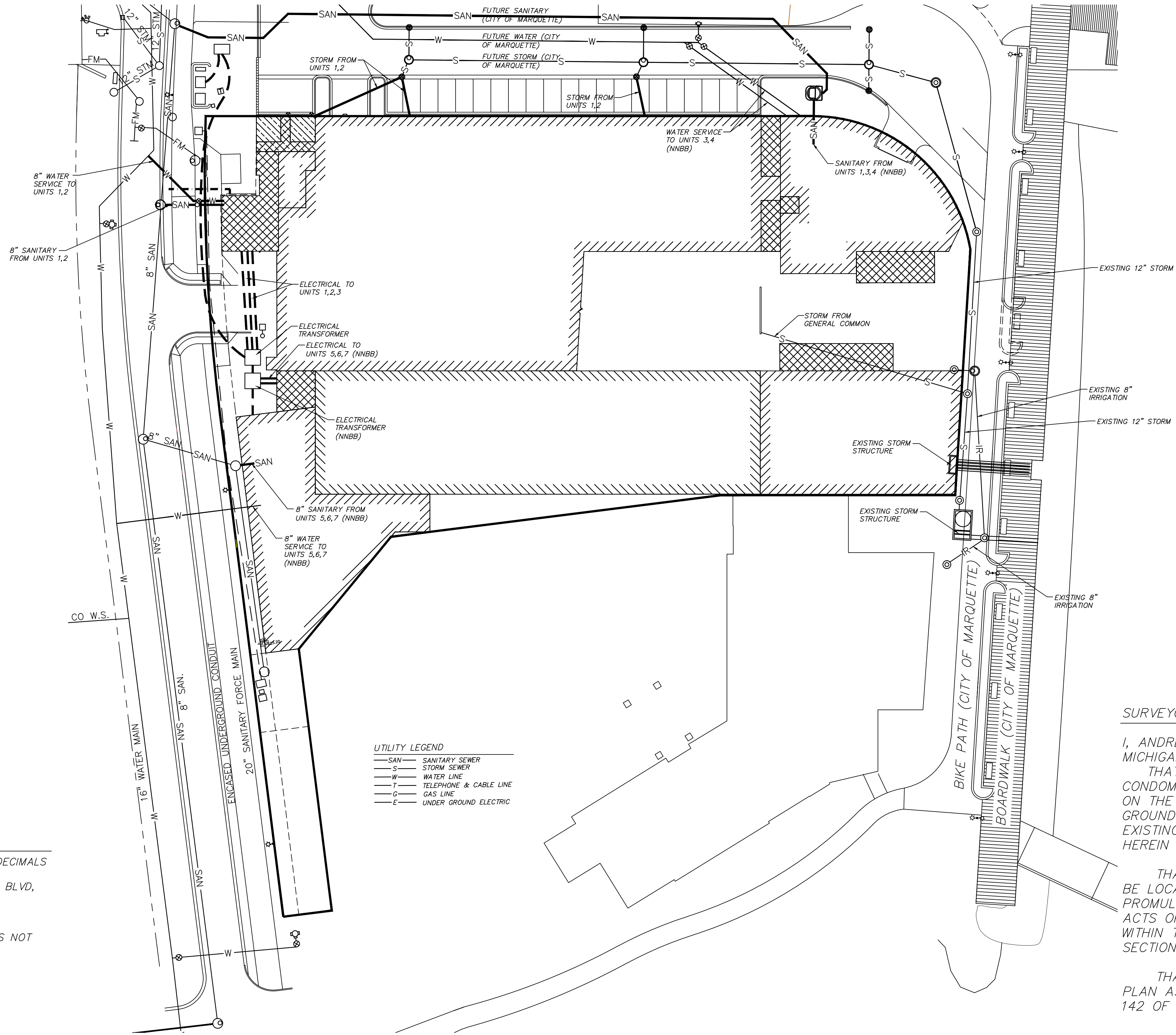


SIGNED: _____ DATE: _____
ANDREW M. BUCK, P.S. NO. 58062

MARQUETTE PLACE CONDOMINIUM ASSOCIATION

MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44

UTILITY PLAN



NOTES:

- 1) ALL DIMENSIONS ON THIS DRAWING ARE IN FEET AND DECIMALS OF FEET.
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- 3) ZONED - FORM BASED CODE FOUNDERS 5
- 4) TOTAL AREA OF PARCEL: 1.91 ACRES
- 5) MARQUETTE PLACE CONDOMINIUM ASSOCIATION AREA IS NOT REPRESENTED ON A FEMA FLOOD INSURANCE MAP.

UTILITY LEGEND

- SAN - SANITARY SEWER
- S - STORM SEWER
- W - WATER LINE
- T - TELEPHONE & CABLE LINE
- G - GAS LINE
- E - UNDER GROUND ELECTRIC

SURVEYOR'S CERTIFICATE

I, ANDREW BUCK, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS MARQUETTE PLACE CONDOMINIUM ASSOCIATION SUBDIVISION PLAN No. 44, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

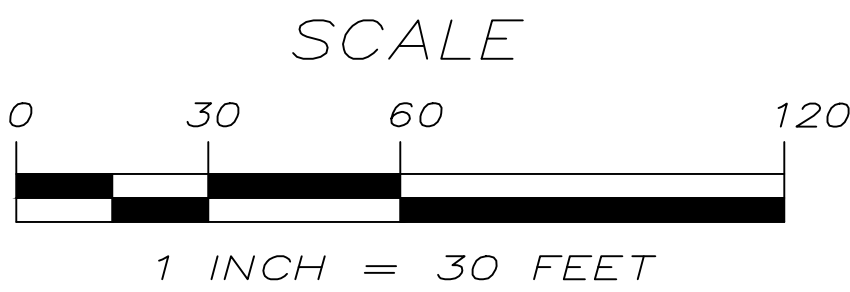
THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 THAT THE ACCURACY REQUIRE THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

LAKE STATE LAND SURVEYING, INC.
MICHIGAN • WISCONSIN
SURVEYING
P.O. BOX 533
IRON MOUNTAIN, MI 49801
(906) 235-0404
www.LakeStateLandSurveying.com

MARQUETTE PLACE CONDOMINIUM ASSOCIATION - UTILITY PLAN
DEVELOPER: THE LANDING DEVELOPMENT GROUP II, LLC
P.O. BOX 671
MARQUETTE, MI 49855

DRAWN: A.M.B	JOB No: 7060	DRAWING: mqtplacecondo.dwg	DATE: 7/18/2017
ERROR OF CLOSURE: LESS THAN 1/5000			FINAL:
BASIS OF BEARING: CITY OF MARQUETTE COORDINATE SYSTEM			

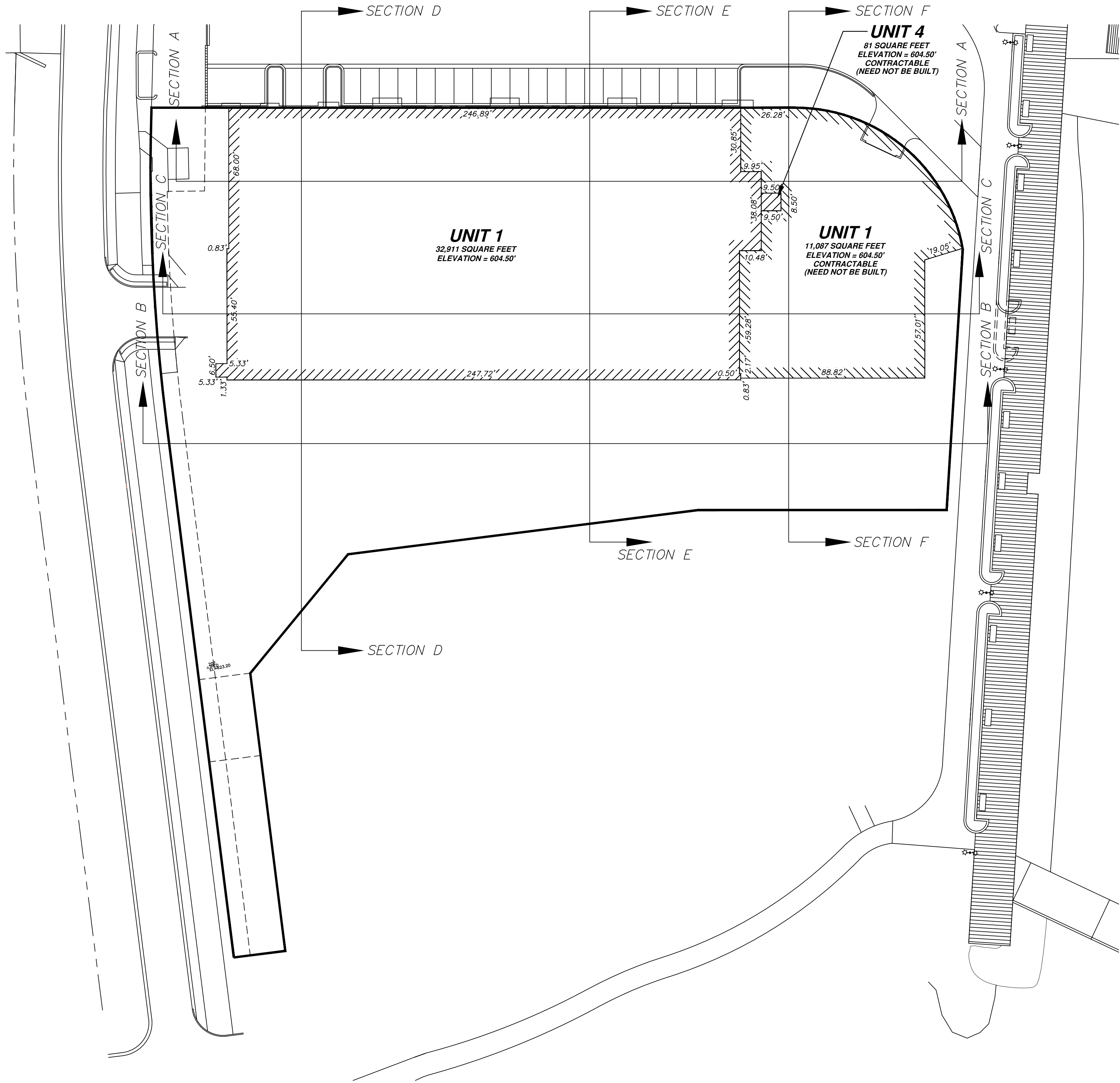


SIGNED: _____ DATE: _____
ANDREW M. BUCK, P.S. NO. 58062

MARQUETTE PLACE CONDOMINIUM ASSOCIATION

MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44

UNITS 1, 4, ELEVATION 604.50'



UNIT	FLOOR ELEVATION	AREA
1	604.50'	32,911 S.F.
1	604.50' (NNBB)	11,087 S.F.
1	614.50'	25,516 S.F.
1	614.50' (NNBB)	14,369 S.F.
1	625.83'	35 S.F.
1	625.83' (NNBB)	12,847 S.F.
2	614.50'	449 S.F.
2	625.83'	18,384 S.F.
2	636.50'	18,384 S.F.
2	648.00'	18,384 S.F.
2	659.50'	16,319 S.F.
2	671.50'	16,319 S.F.
3	614.50' (NNBB)	5,640 S.F.
4	604.50' (NNBB)	81 S.F.
4	614.50' (NNBB)	81 S.F.
4	625.83' (NNBB)	5,282 S.F.
4	636.50' (NNBB)	5,282 S.F.
4	648.00' (NNBB)	5,282 S.F.
4	659.50' (NNBB)	4,346 S.F.
4	671.50' (NNBB)	4,346 S.F.
5	614.50' (NNBB)	6,418 S.F.
6	625.83' (NNBB)	7,189 S.F.
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7	614.50' (NNBB)	6,140 S.F.
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7	636.50' (NNBB)	8,757 S.F.
7	648.00' (NNBB)	8,757 S.F.
7	659.50' (NNBB)	7,784 S.F.
7	671.50' (NNBB)	7,784 S.F.

- UNIT BOUNDARY
- COMMON ELEMENT LIMITED
- COMMON ELEMENT GENERAL

SURVEYOR'S CERTIFICATE

I, ANDREW BUCK, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS MARQUETTE PLACE CONDOMINIUM ASSOCIATION SUBDIVISION PLAN No. 44, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 THAT THE ACCURACY REQUIRE THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

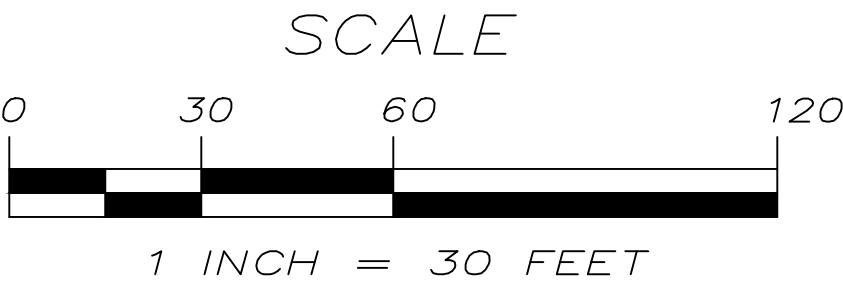
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

- NOTES:
- 1) ALL DIMENSIONS ON THIS DRAWING ARE IN FEET AND DECIMALS OF FEET.
 - 2) POSTAL ADDRESS OF PROPERTY IS 401 S. LAKESHORE BLVD, MARQUETTE, MI 49855.
 - 3) ZONED - FORM BASED CODE FOUNDERS 5
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MARQUETTE PLACE CONDOMINIUM ASSOCIATION - UNITS 1,4
DEVELOPER: THE LANDING DEVELOPMENT GROUP II, LLC
P.O. BOX 671
MARQUETTE, MI 49855

DRAWN: A.M.B	JOB No: 7060	DRAWING: mqtplacecondo.dwg	DATE: 7/18/2017
ERROR OF CLOSURE: LESS THAN 1/5000			FINAL:
BASIS OF BEARING: CITY OF MARQUETTE COORDINATE SYSTEM			

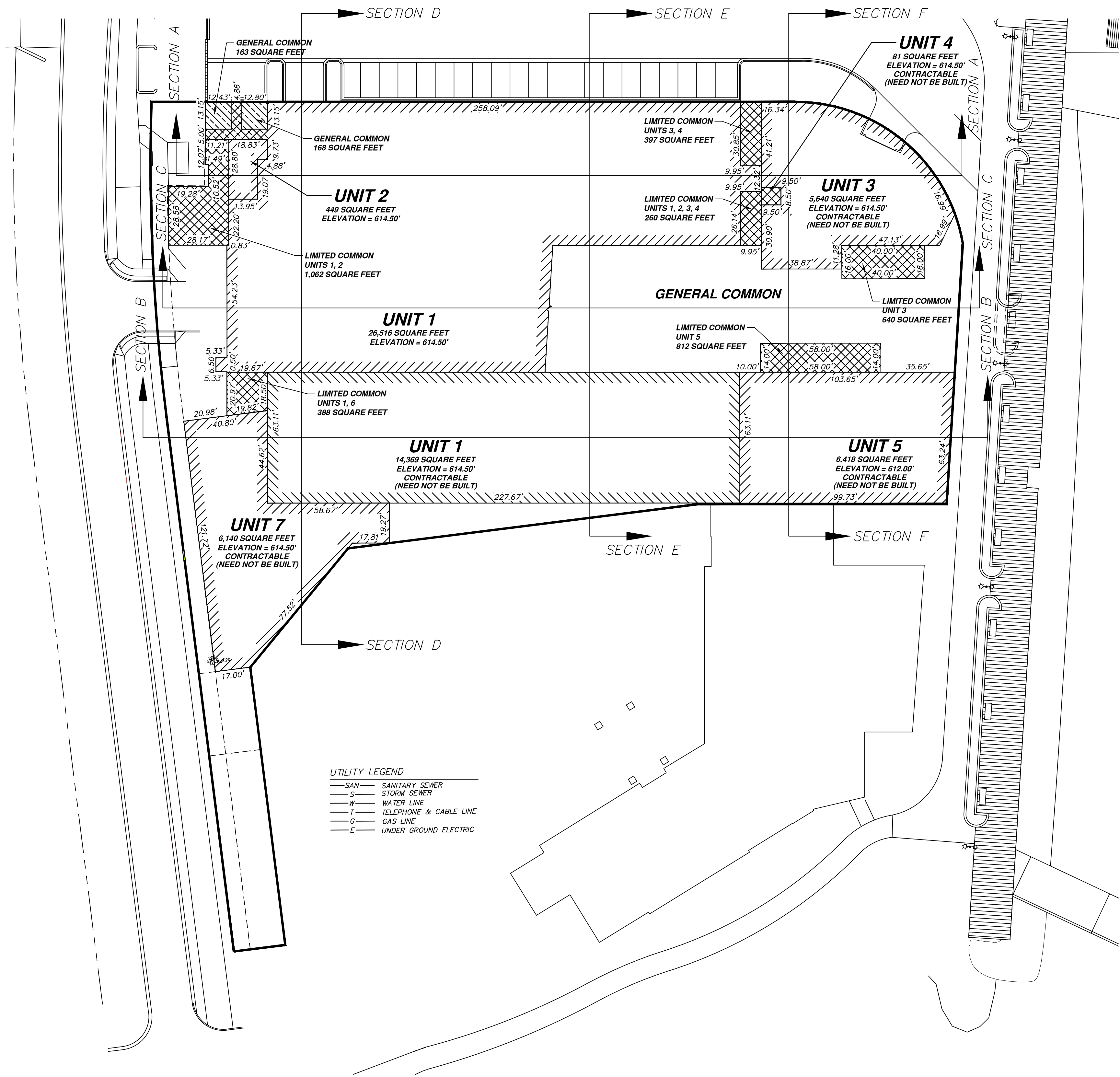


SIGNED: _____ DATE: _____
ANDREW M. BUCK, P.S. NO. 58062

MARQUETTE PLACE CONDOMINIUM ASSOCIATION

MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44

UNITS 1, 3, 4, 5, 7, ELEVATION 614.50'



UNIT	FLOOR ELEVATION	AREA
1	604.50'	32,911 S.F.
1	604.50' (NNBB)	11,087 S.F.
1	614.50'	25,516 S.F.
1	614.50' (NNBB)	14,369 S.F.
1	625.83'	35 S.F.
1	625.83' (NNBB)	12,847 S.F.
2	614.50'	449 S.F.
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7	671.50' (NNBB)	7,784 S.F.

- UNIT BOUNDARY
- COMMON ELEMENT LIMITED
- COMMON ELEMENT GENERAL

SURVEYOR'S CERTIFICATE

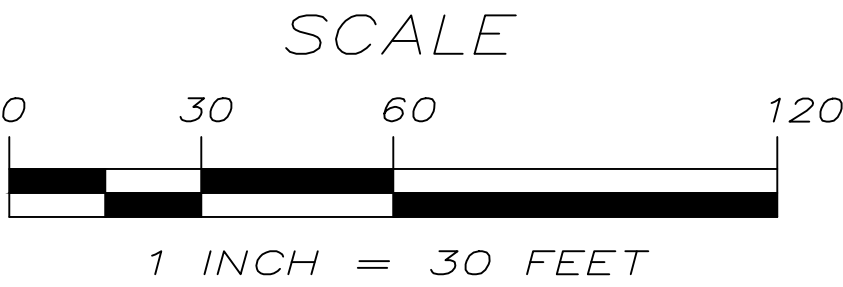
I, ANDREW BUCK, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS MARQUETTE PLACE CONDOMINIUM ASSOCIATION SUBDIVISION PLAN No. 44, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 THAT THE ACCURACY REQUIRE THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

- NOTES:
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 - 3) ZONED - FORM BASED CODE FOUNDERS 5
 - 4) TOTAL AREA OF PARCEL: 1.91 ACRES
 - 5) MARQUETTE PLACE CONDOMINIUM ASSOCIATION AREA IS NOT REPRESENTED ON A FEMA FLOOD INSURANCE MAP.

- UTILITY LEGEND
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 - S - STORM SEWER
 - W - WATER LINE
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MARQUETTE PLACE CONDOMINIUM ASSOCIATION - UNITS 1,3,4,5,7
DEVELOPER: THE LANDING DEVELOPMENT GROUP II, LLC
P.O. BOX 671
MARQUETTE, MI 49855

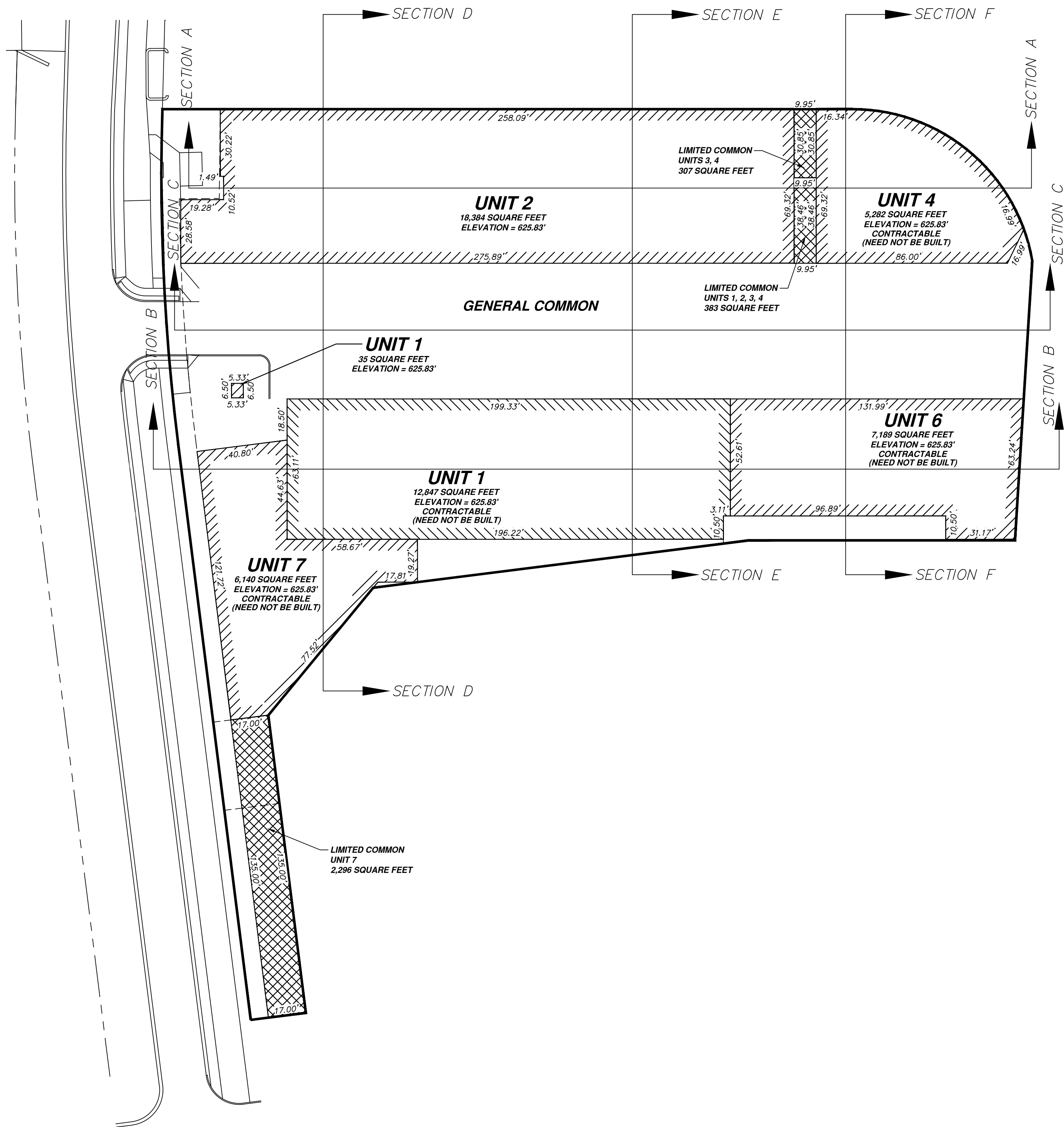
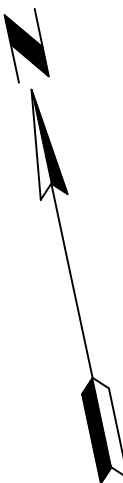
DRAWN: A.M.B	JOB No: 7060	DRAWING: mqtplacecondo.dwg	DATE: 7/18/2017
ERROR OF CLOSURE: LESS THAN 1/5000			FINAL:
BASIS OF BEARING: CITY OF MARQUETTE COORDINATE SYSTEM			

SIGNED: _____ DATE: _____
ANDREW M. BUCK, P.S. NO. 58062




MARQUETTE PLACE CONDOMINIUM ASSOCIATION

MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44

UNITS 1, 2, 4, 6, 7, ELEVATION 625.83'



UNIT	FLOOR ELEVATION	AREA
1	604.50'	32,911 S.F.
1	604.50' (NNBB)	11,087 S.F.
1	614.50'	25,516 S.F.
1	614.50' (NNBB)	14,369 S.F.
1	625.83'	35 S.F.
1	625.83' (NNBB)	12,847 S.F.
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7	659.50' (NNBB)	7,784 S.F.
7	671.50' (NNBB)	7,784 S.F.

- UNIT BOUNDARY
- COMMON ELEMENT LIMITED
- COMMON ELEMENT GENERAL

SURVEYOR'S CERTIFICATE

I, ANDREW BUCK, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS MARQUETTE PLACE CONDOMINIUM ASSOCIATION SUBDIVISION PLAN No. 44, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

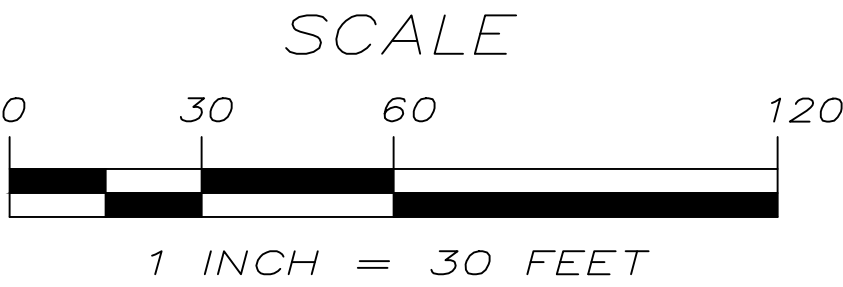
THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 THAT THE ACCURACY REQUIRE THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

- NOTES:
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 - ZONED – FORM BASED CODE FOUNDERS 5
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 - MARQUETTE PLACE CONDOMINIUM ASSOCIATION AREA IS NOT REPRESENTED ON A FEMA FLOOD INSURANCE MAP.

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MARQUETTE PLACE CONDOMINIUM ASSOCIATION – UNITS 1,2,4,6,7 DEVELOPER: THE LANDING DEVELOPMENT GROUP II, LLC P.O. BOX 671 MARQUETTE, MI 49855			
DRAWN: A.M.B	JOB No: 7060	DRAWING: mqtplacecondo.dwg	DATE: 7/18/2017
ERROR OF CLOSURE: LESS THAN 1/5000			FINAL:
BASIS OF BEARING: CITY OF MARQUETTE COORDINATE SYSTEM			

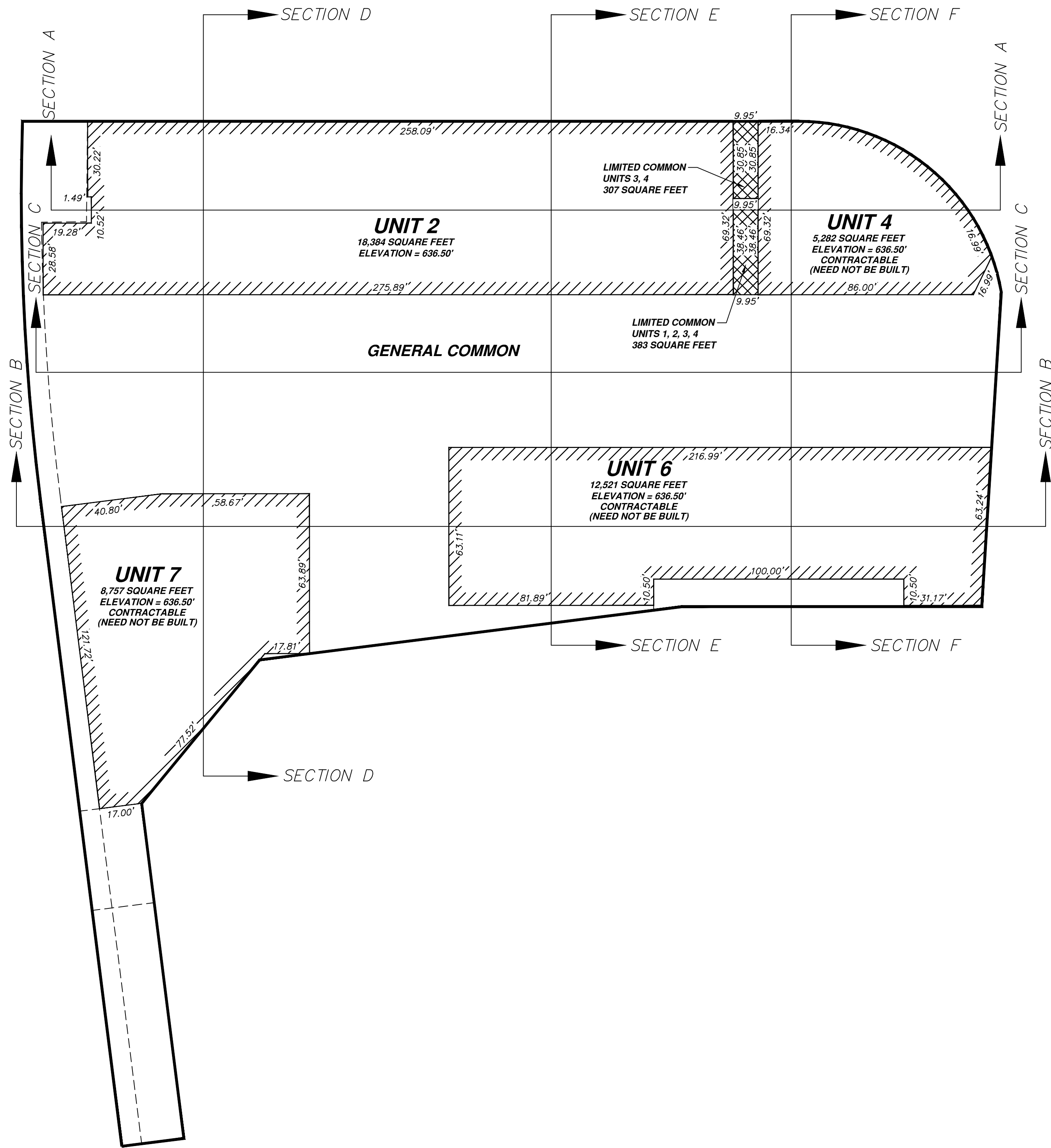
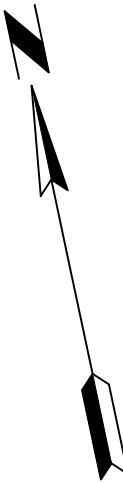


SIGNED: _____ DATE: _____
ANDREW M. BUCK, P.S. NO. 58062




MARQUETTE PLACE CONDOMINIUM ASSOCIATION

MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44

UNITS 2, 4, 6, 7, ELEVATION 636.50'



UNIT	FLOOR ELEVATION	AREA
1	604.50'	32,911 S.F.
1	604.50' (NNBB)	11,087 S.F.
1	614.50'	25,516 S.F.
1	614.50' (NNBB)	14,369 S.F.
1	625.83'	35 S.F.
1	625.83' (NNBB)	12,847 S.F.
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2	671.50'	16,319 S.F.
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4	604.50' (NNBB)	81 S.F.
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- UNIT BOUNDARY
- COMMON ELEMENT LIMITED
- COMMON ELEMENT GENERAL

SURVEYOR'S CERTIFICATE

I, ANDREW BUCK, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS MARQUETTE PLACE CONDOMINIUM ASSOCIATION SUBDIVISION PLAN No. 44, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

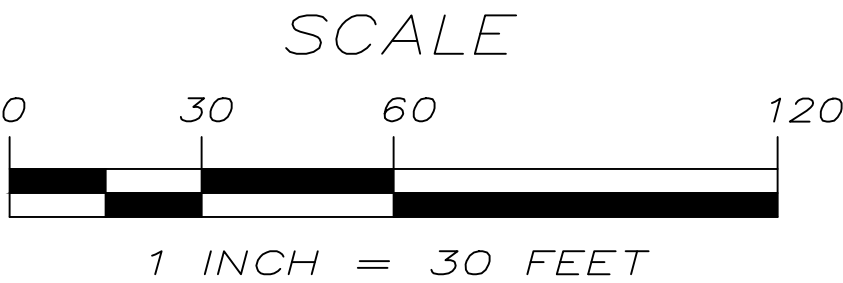
THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 THAT THE ACCURACY REQUIRE THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

- NOTES:
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MARQUETTE PLACE CONDOMINIUM ASSOCIATION – UNITS 2,4,6,7 DEVELOPER: THE LANDING DEVELOPMENT GROUP II, LLC P.O. BOX 671 MARQUETTE, MI 49855			
DRAWN: A.M.B	JOB No: 7060	DRAWING: mqtplacecondo.dwg	DATE: 7/18/2017
ERROR OF CLOSURE: LESS THAN 1/5000			FINAL:
BASIS OF BEARING: CITY OF MARQUETTE COORDINATE SYSTEM			

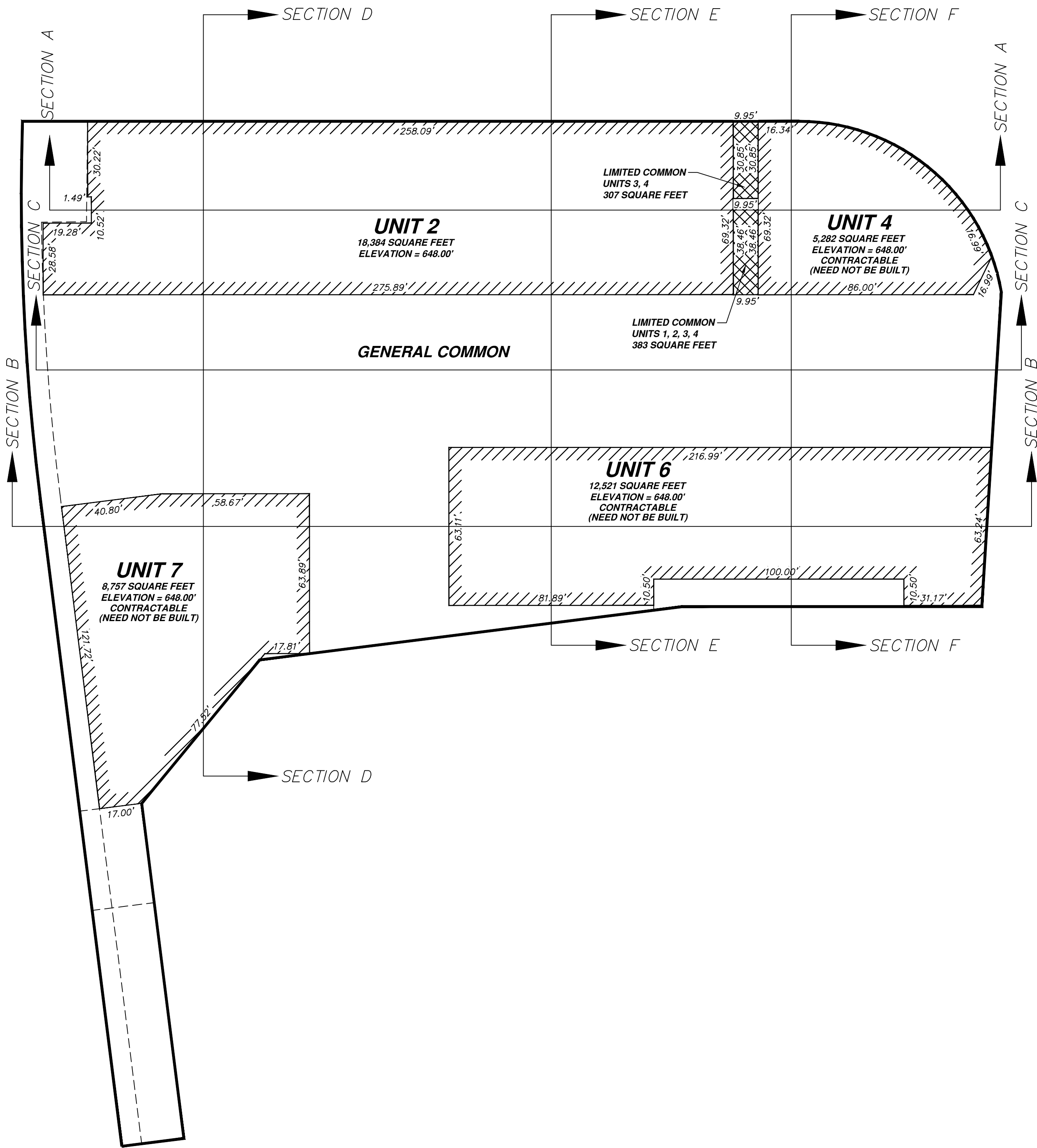
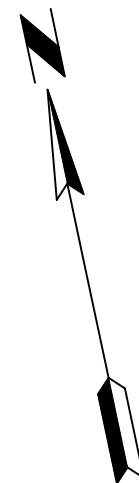


SIGNED: _____ DATE: _____
ANDREW M. BUCK, P.S. NO. 58062


MARQUETTE PLACE CONDOMINIUM ASSOCIATION


MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44


UNITS 2, 4, 6, 7, ELEVATION 648.00'



UNIT	FLOOR ELEVATION	AREA
1	604.50'	32,911 S.F.
1	604.50' (NNBB)	11,087 S.F.
1	614.50'	25,516 S.F.
1	614.50' (NNBB)	14,369 S.F.
1	625.83'	35 S.F.
1	625.83' (NNBB)	12,847 S.F.
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UNIT BOUNDARY

COMMON ELEMENT LIMITED

COMMON ELEMENT GENERAL

SURVEYOR'S CERTIFICATE

I, ANDREW BUCK, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:
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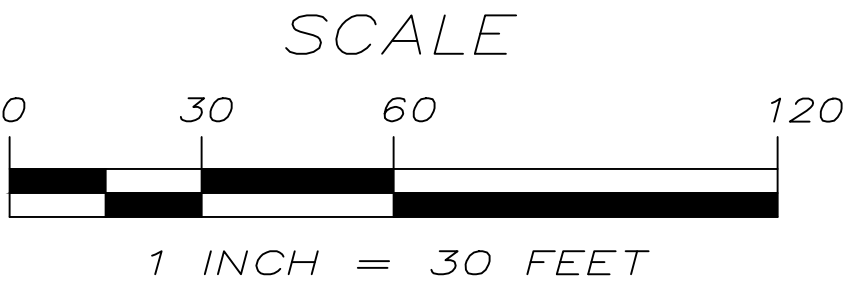
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DEVELOPER: THE LANDING DEVELOPMENT GROUP II, LLC
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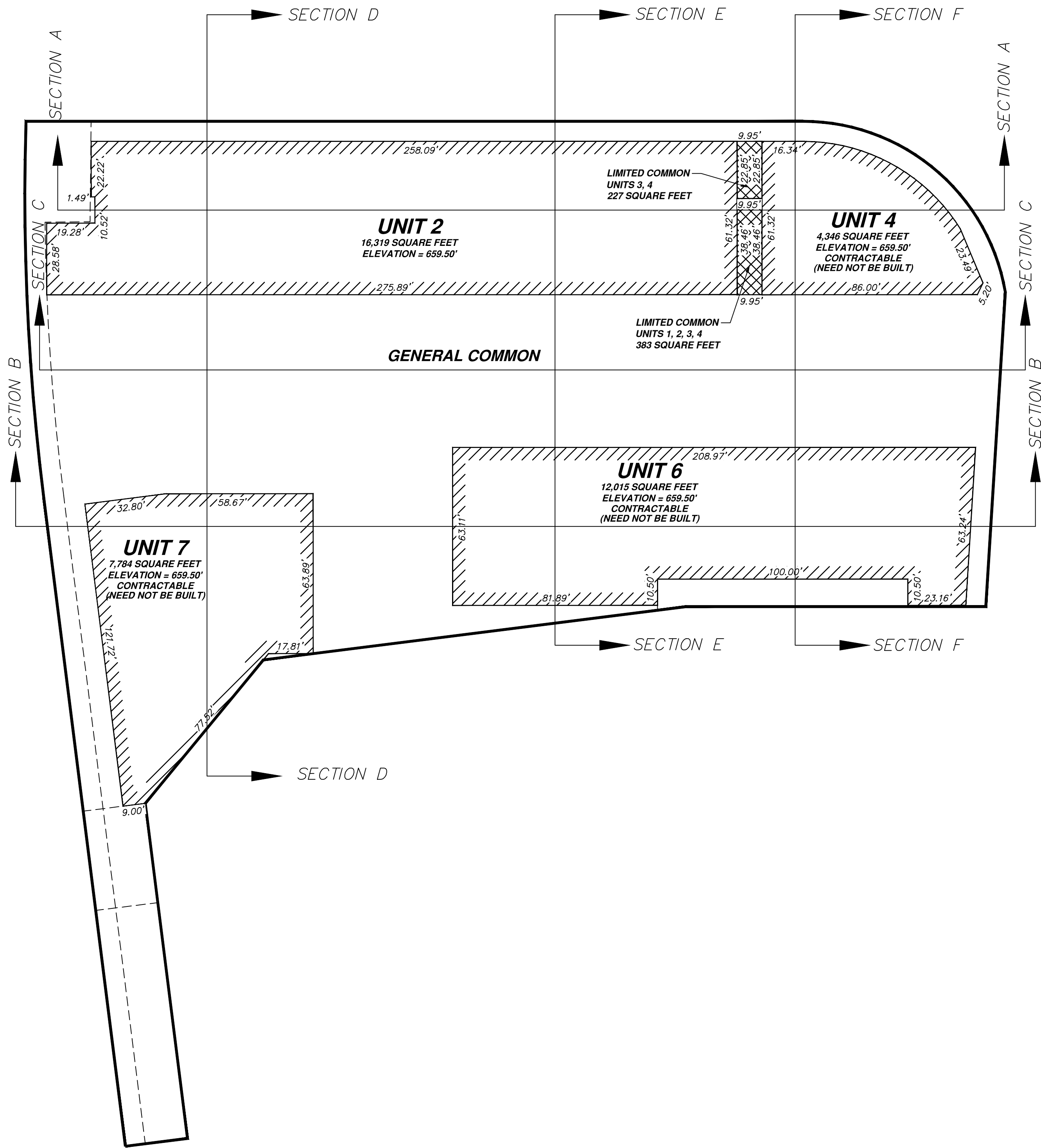


SIGNED: _____ DATE: _____
ANDREW M. BUCK, P.S. NO. 58062




MARQUETTE PLACE CONDOMINIUM ASSOCIATION

MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44

UNITS 2, 4, 6, 7, ELEVATION 659.50'



UNIT	FLOOR ELEVATION	AREA
1	604.50'	32,911 S.F.
1	604.50' (NNBB)	11,087 S.F.
1	614.50'	25,516 S.F.
1	614.50' (NNBB)	14,369 S.F.
1	625.83'	35 S.F.
1	625.83' (NNBB)	12,847 S.F.
2	614.50'	449 S.F.
2	625.83'	18,384 S.F.
2	636.50'	18,384 S.F.
2	648.00'	18,384 S.F.
2	659.50'	16,319 S.F.
2	671.50'	16,319 S.F.
3	614.50' (NNBB)	5,640 S.F.
4	604.50' (NNBB)	81 S.F.
4	614.50' (NNBB)	81 S.F.
4	625.83' (NNBB)	5,282 S.F.
4	636.50' (NNBB)	5,282 S.F.
4	648.00' (NNBB)	5,282 S.F.
4	659.50' (NNBB)	4,346 S.F.
4	671.50' (NNBB)	4,346 S.F.
5	614.50' (NNBB)	6,418 S.F.
6	625.83' (NNBB)	7,189 S.F.
6	636.50' (NNBB)	12,521 S.F.
6	648.00' (NNBB)	12,521 S.F.
6	659.50' (NNBB)	12,015 S.F.
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7	659.50' (NNBB)	7,784 S.F.
7	671.50' (NNBB)	7,784 S.F.

- UNIT BOUNDARY
- COMMON ELEMENT LIMITED
- COMMON ELEMENT GENERAL

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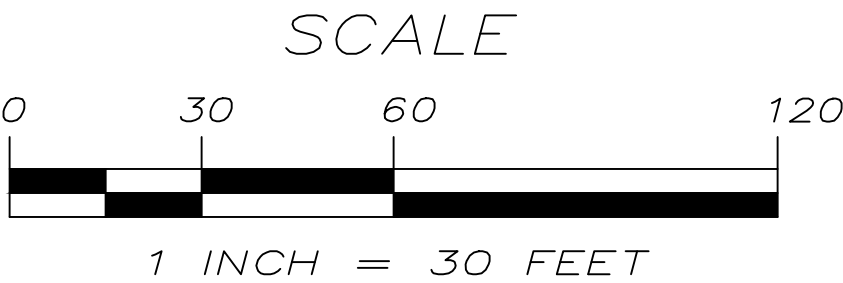
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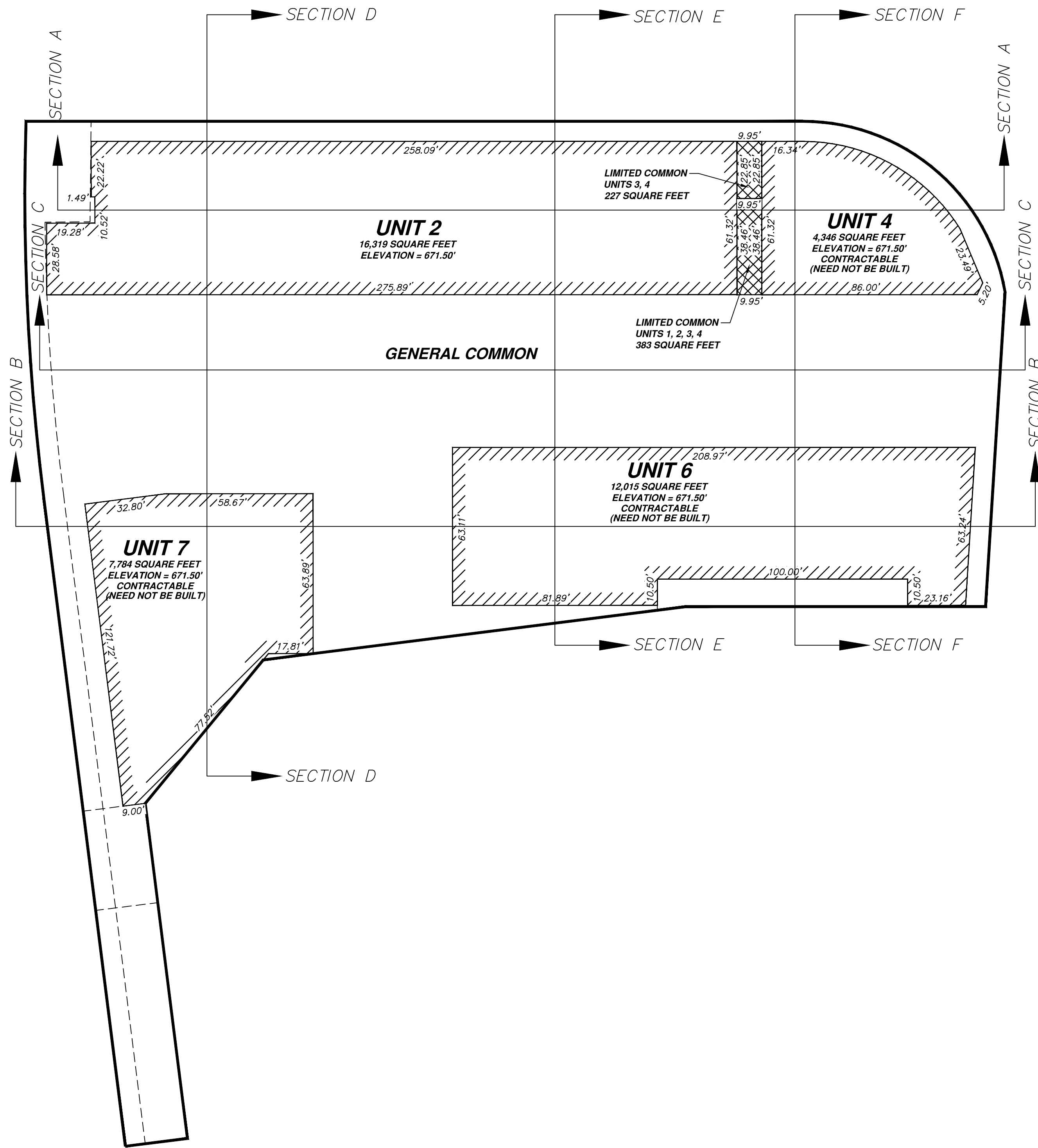
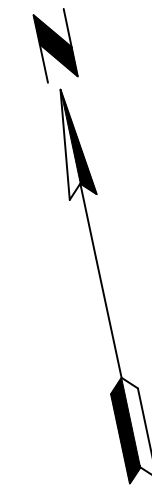


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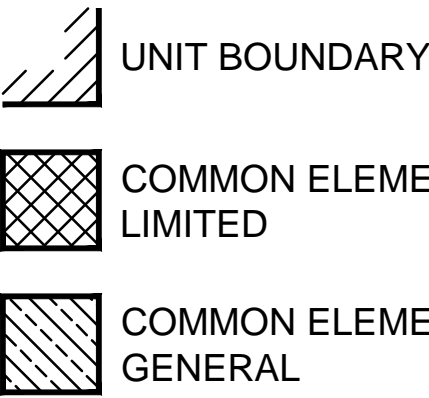
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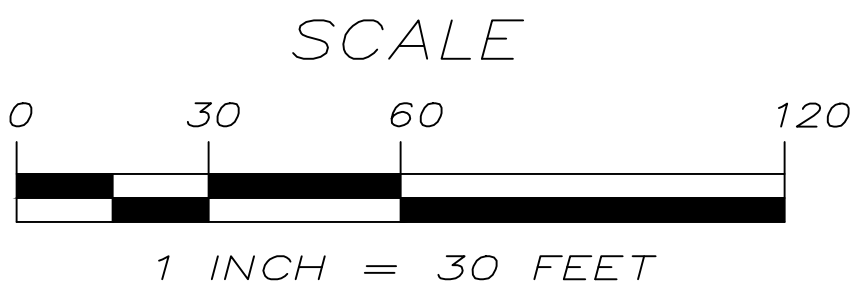
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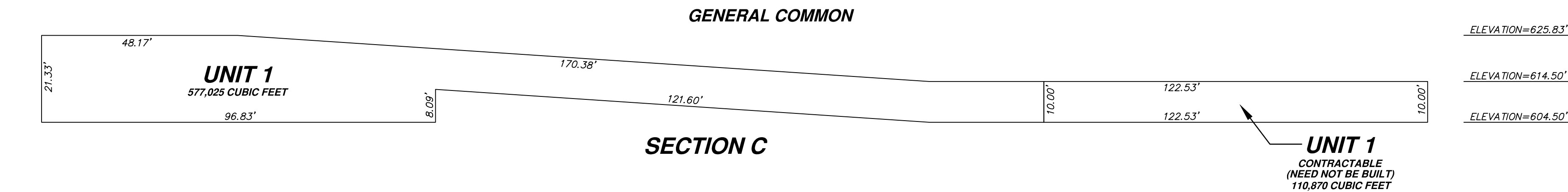
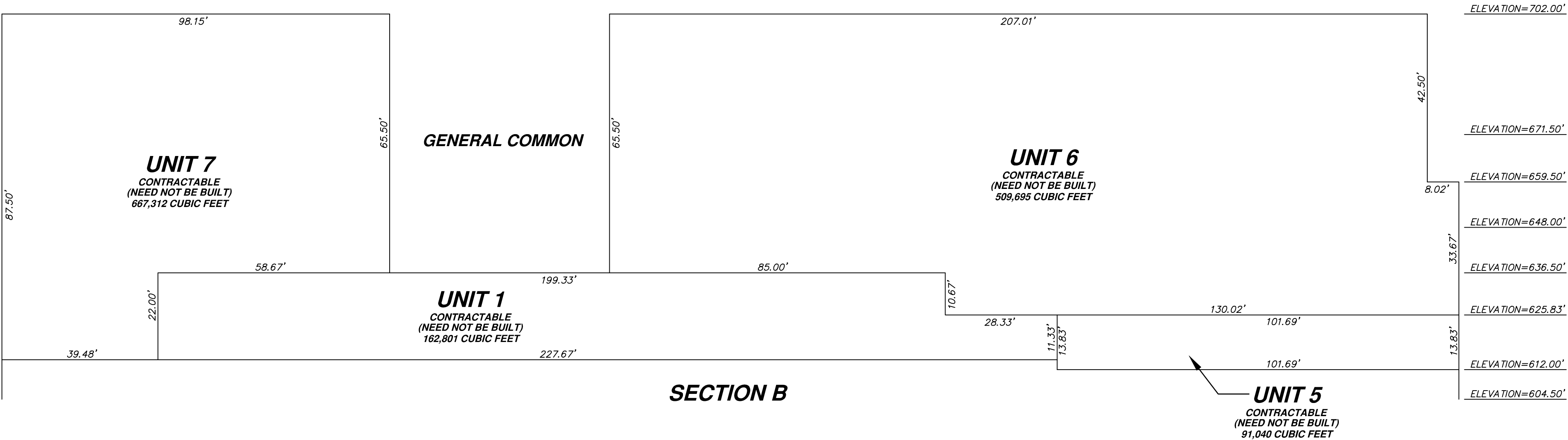
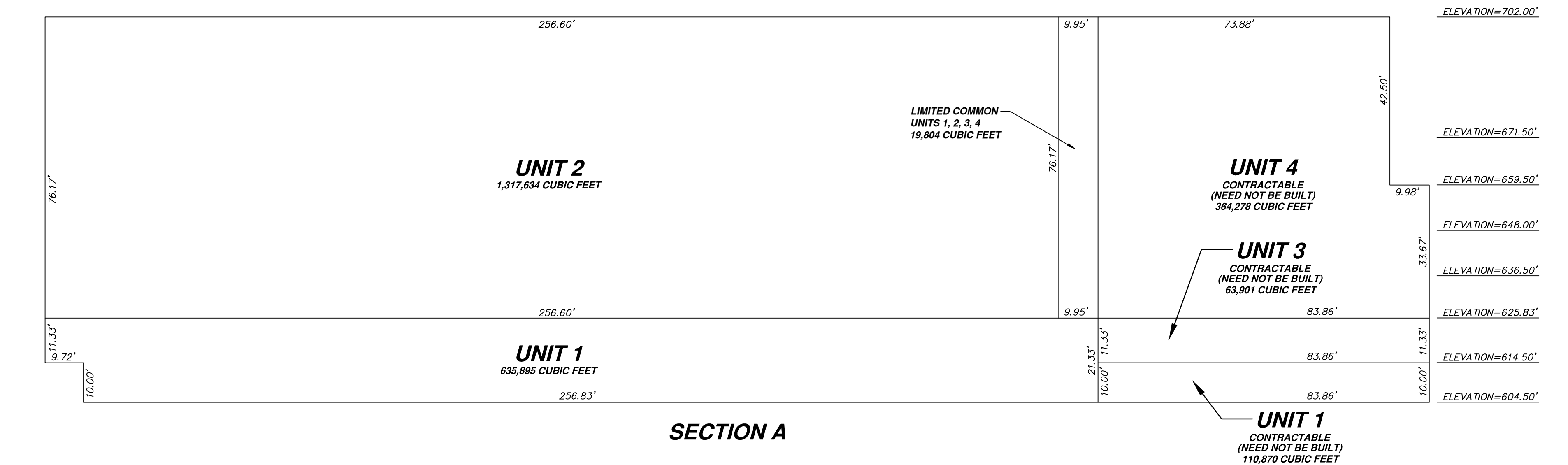
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MARQUETTE PLACE CONDOMINIUM ASSOCIATION

MARQUETTE COUNTY CONDOMINIUM PLAN NO. 44

UNITS 1, 3, 5, 6, 7 CROSS SECTIONS

UNIT	TOTAL CUBIC FEET
1	577,025 C.F.
1	410,748 C.F. (NNBB)
2	1,317,634 C.F.
3	63,901 C.F. (NNBB)
4	364,278 C.F. (NNBB)
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6	509,695 C.F. (NNBB)
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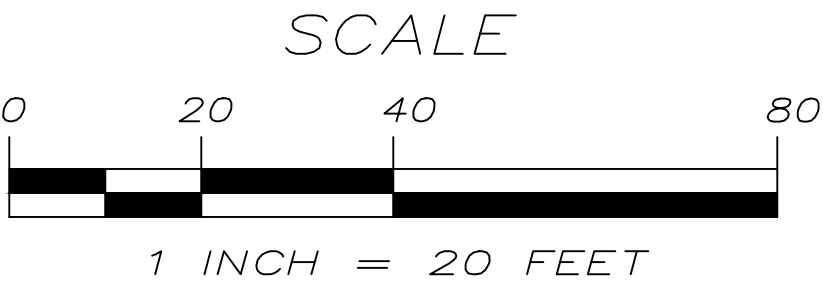
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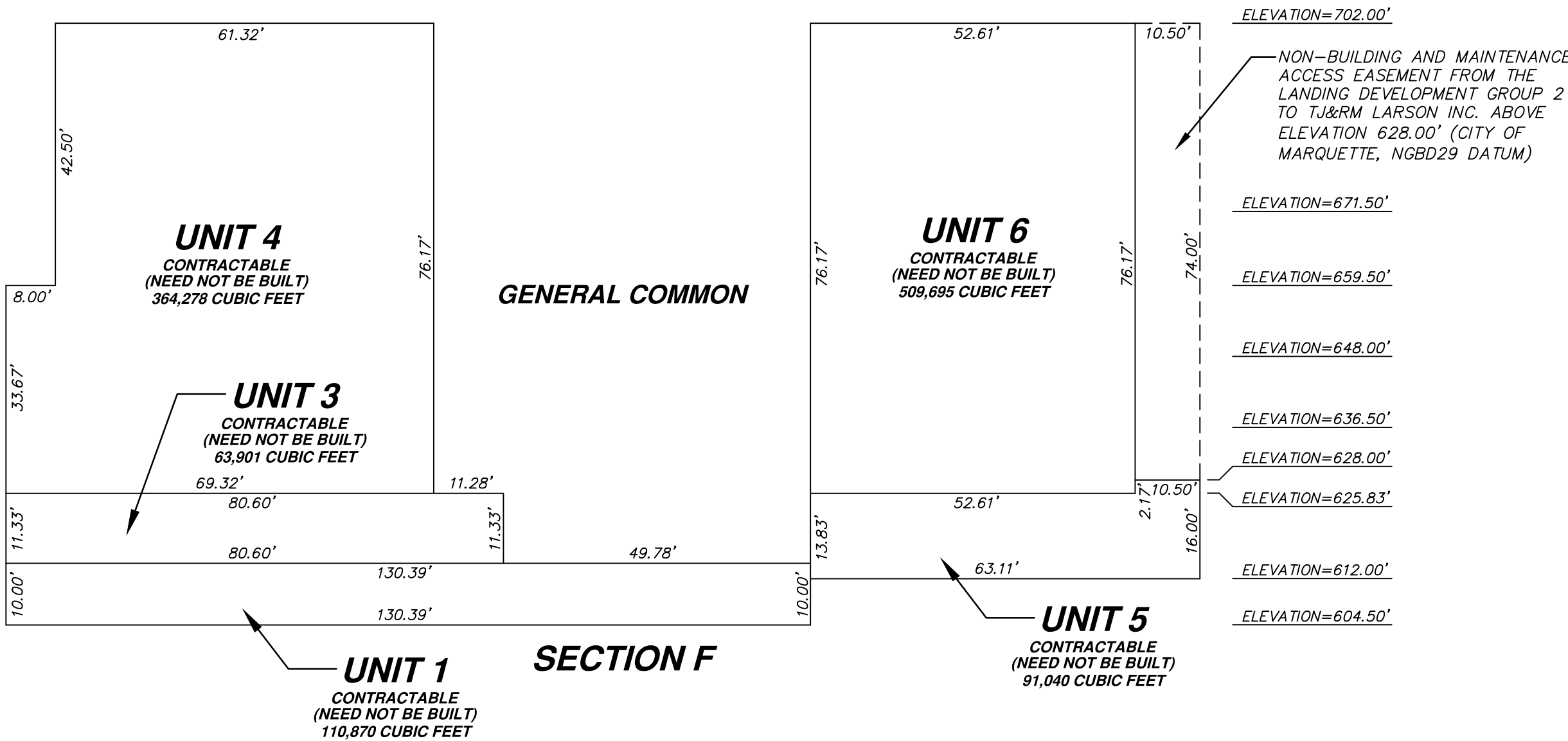
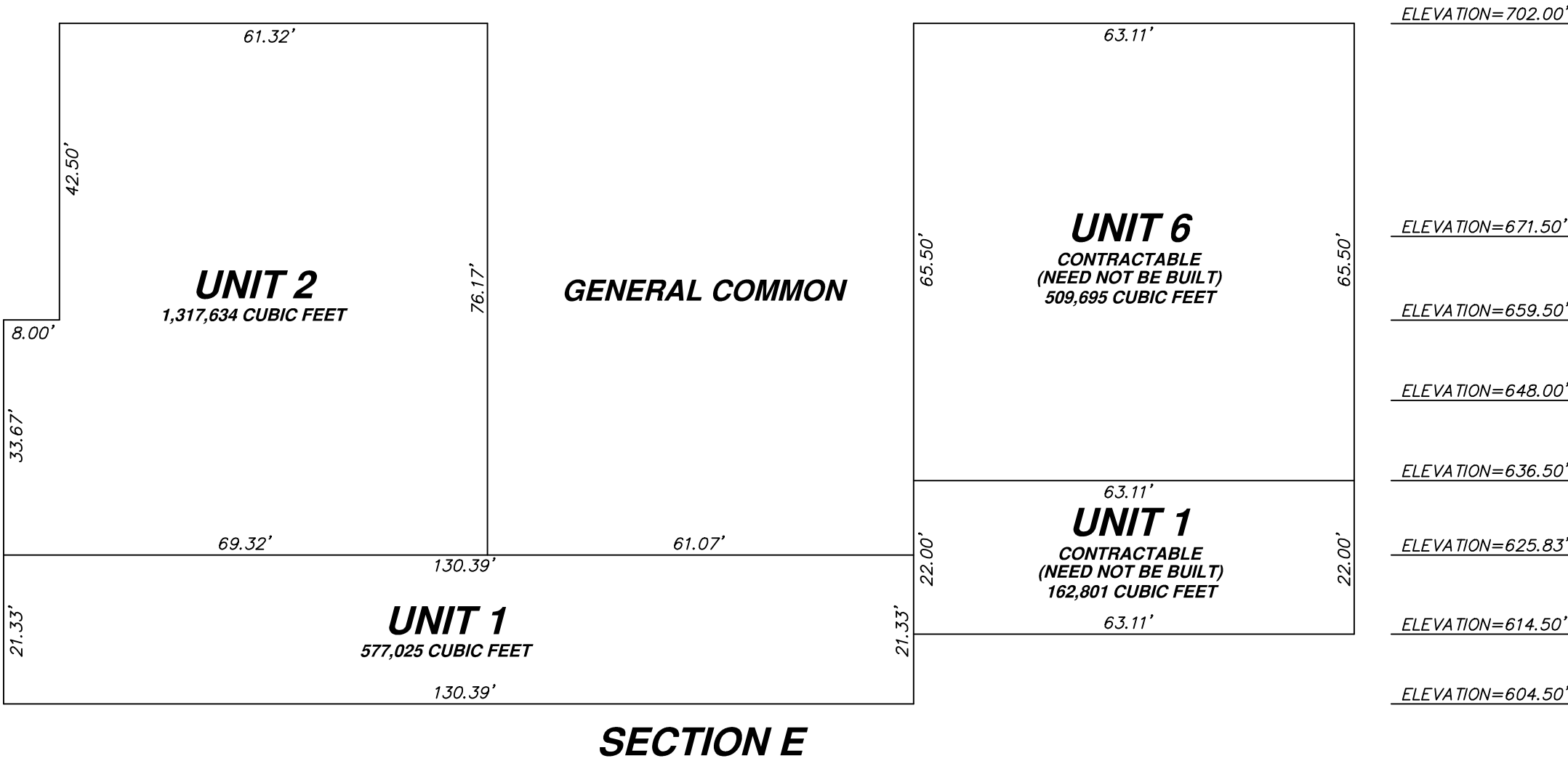
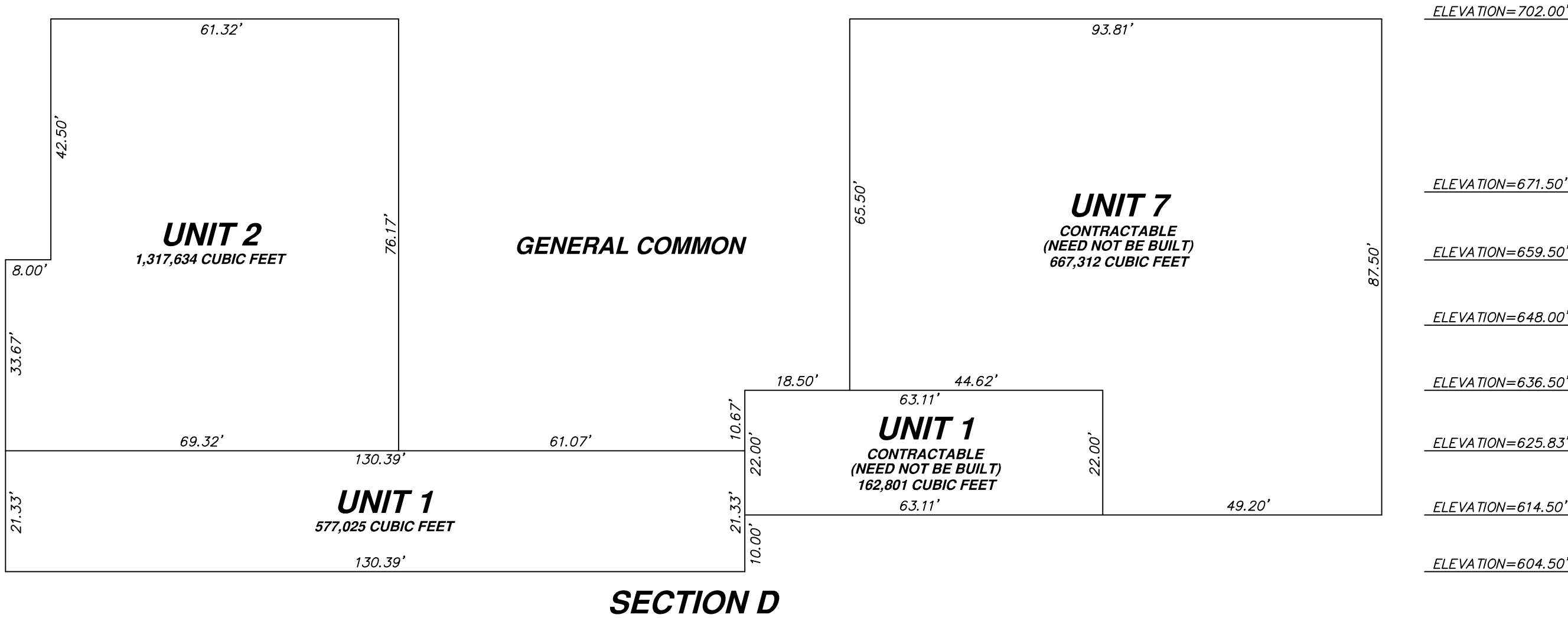
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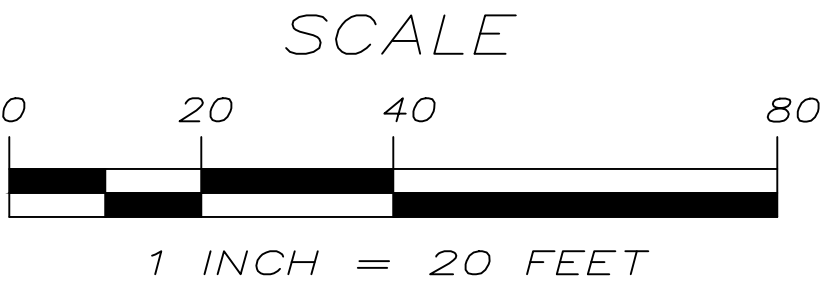
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**OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY PLANNING COMMISSION
August 15th, 2017**

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00 p.m. on Tuesday, August 15th, 2017 in the Commission Chambers of City Hall.

ROLL CALL

PRESENT: Vice-Chairman P. Schloegel, W. Premeau, M. Larson, J. Carlson, A. Andres, Chairman T. Klipp

ABSENT: J. Cardillo, excused.

AGENDA

It was moved by A. Andres, seconded by W. Premeau, and carried 6-0 to approve the agenda as presented.

MINUTES

The draft minutes of 08/01/17 were accepted as presented.

PUBLIC HEARINGS

A. 02-CSD-08-17 – 401 S. Lakeshore Blvd. – Marquette Place

A. Landers read the memo for the case and she showed the Staff File Report and support materials, and the Condominium site plan.

Barry Polzin, the applicant, stated what the Planning Commission has before them here is a basically a way to subdivide this lot, through this condominium association. He also stated what is under construction right now is the parking structure and parts of unit number one, which were all approved. He stated that this is creating seven condominium units which are basically air volumes on top of that parking structure. He also stated that unit one is the parking structure and for unit one the first chunk of it is being built now, and there are several pieces that can be added to it. He stated the six other units are "air rights", so unit number two is the building they plan to build very soon and that building will be One Marquette Place which will be sixty-four apartments, a café and an office suite. He also stated what they have divided is basically the volume from a set surface plane which they define by elevation, and then it's the volume on top of that, that you could build a building in. He stated that this is not approving any specific buildings; it is just approving these as air right condominium units. He also stated that these blocks of space comply with the Founders-5 form-based zoning code. He stated that unit two, which is One Marquette Place, is being purchased by a separate entity that is buying it from the Landing Development group - who is building the entire site and for the other buildings – and there may be other entities that buy them. He also stated this is not an approval of any specific building, it is just defining these volumes. He stated that they do ask that the Board of Zoning Appeals finds this favorable and approves it with conditions to send onto the City Commission.

W. Premeau asked if the rentals would be owned by the applicant. Mr. Polzin stated that is correct, and that they will not be individual condos. He also stated some of the later phases may be condominiums for sale, but those would be subdivided within themselves.

P. Schloegel asked if the different units may be subdivided with themselves. Mr. Polzin stated in some cases they will be. He also stated they have a pretty good idea of what will be built in these but it is still open, but it will all be complying with Founders-5 zoning.

W. Premeau asked if they would be blocking the view from Front St. and above. Mr. Polzin stated that they have a beautiful view, but the general common area on the plan is going to function like a street and there will be a street space that they are creating where you can see right out to the lake, and it frames a nice view of Ripley's Rock.

T. Klipp opened the public hearing. Nobody wished to speak so T. Klipp closed the public hearing.

It was moved by P. Schloegel, seconded by W. Premeau, and approved 6-0 to suspend the rules for discussion.

P. Schloegel asked if the Community Master Plan recommendations for this area were likely to change. D. Stensaas stated that no proposed amendments to the Downtown Marquette Form-Based Code had been discussed, but that it is a good question because the staff had mentioned to the Planning Commission that they may propose scaling back the extent of the South Marquette Form-Based Code district, and that just before the meeting he and the consultant drove around that area to view and discuss some of the locations where form-based coding seems to be overly-ambitious, and that some projects there have caused staff to question the sensibility of continuing to impose the form-based standards in all of that district.

M. Larson asked staff if the staff recommendations for plan approval would be adequate.

A. Landers stated they are aimed at making everything adequate to comply with codes.

J. Carlson asked if someone could explain what “air rights” means. D. Stensaas stated that Mr. Polzin could probably explain that better than him, but that it really is just referring to the building envelope above ground that conforms to what the Code allows – how high and what they can build.

P. Schloegel asked if there were any kind of grade issues that might cause a surprise concerning the views from uphill. Mr. Polzin stated that the maximum height allowed is 80 feet above grade, and they are working towards that, and he showed the attic story portion of the building that would reach the maximum height. D. Stensaas stated that the Planning Commission had limited the height of buildings in Founders Landing to no higher than the Ore Dock, which is about 80 feet, and that is how the number was selected. He stated that the upper two stories have to be stepped back from the required building line, so there won't be an unbroken wall going straight up five stories anywhere. He also stated that the perception that the condo buildings were built higher than approved was not reality, that the buildings came out to just about exactly where the original site plan showed them in profile with Front Street. Mr. Polzin stated that they put a tape on the first one and it came out ¾ inch low.

W. Premeau stated that the plan elevations show a height of 67 feet to the highest point, but he wasn't sure how the parking was calculated into the height. Mr. Polzin stated that for unit 2 there shows 76 feet elevation from the top of the parking and that is where the highest point will be.

A. Andres asked how many living units would be barrier free. Mr. Polzin stated that in this first building all the units are convertible to fully barrier free and four are designed barrier-free.

T. Klipp stated that the plan appears to be developmental book-keeping, and he is fine with what is being presented, and asked if anyone else had any questions.

P. Schloegel asked how many parking spaces are public versus private. Mr. Polzin stated that 30 spaces are required to be transient, for public use and that would be on the first subsurface level, and that on the lowest subsurface level residents would have designated parking spots. He also stated that the open areas on the surface will be open to the public.

It was moved by J. Carlson, seconded by P. Schloegel, and carried 6-0 that after review of the *Condominium Plan for Marquette Place Condominiums* and the STAFF FILE REVIEW-ANALYSIS for 02-CSD-08-17, the Planning Commission finds *substantial compliance with the City of Marquette Subdivision and Zoning Ordinance and hereby recommends that the City Commission approves the site plan with the following conditions, that an amended Site Plan is submitted to meet staff comments, and only after staff verifies that the revised plan meets staff comments will staff advance the Site Plan to the City Commission for their review, and that all structures or expansion indicated on this site plan that were not reviewed under case # 20-SPR-*

11-16 cannot be constructed until they receive site plan review approval, and this CSD request does not grant approval for proposed construction.

WORK SESSION

A. Land Development Code Update

D. Stensaas stated that Patrick Sloan from McKenna Associates is here to present the draft outline of the new Code.

Patrick Sloan stated that in month one they went through the kick off meeting and laid out everything that would be done over the next 12-months and at last month's meeting they presented the Diagnostic Review that indicated all of the issues that they saw in the Land Development Code project, as well as comments received from staff. He also stated since then they have also received other comments from staff that they have compiled to keep a running list so that as they are amending it they do not forget anything as they go. He stated tonight they will present the outline to let the Planning Commission know what is proposed, the format and how it is similar and different than the current codes. He also stated in the diagnostic review last month they had a short list of how they would format the proposed articles in the new Land Development Code and what is before the Planning Commission now is a long document and most of it is blank pages that will be filled in, but the intent is to put all of the articles in sections, in the format that was proposed.

He stated some of this is consistent with the existing Zoning Ordinance in terms of where it is located and other areas it is not, so for that reason in every section - in the parentheses after the title - it will say new section or where it is current located. He also stated in some cases it includes several sections where there are several areas of the Zoning Ordinance and other codes that address the same thing that they want to try and compile into one section. He stated in that section, if they do not treat it the same they can make those differences within the section itself. He also stated what they propose are fifteen different articles. He stated that some are fairly minor and the most substantive ones are the ones that are in the middle. He also stated that he will walk through each article and talk about the general format and the plan going forward.

Mr. Sloan stated in Article One it is the title, purpose and scope, and most of these will be existing standards and they will put those existing standards in as proposed. He also stated that they are going to track the changes in Microsoft Word and that basically means that anything that is added will be red and underlined, and anything that is proposed to be deleted will be in the margin marked for deletion. He stated when the Planning Commission receives the next version of the document they will see what has been changed. He also stated Article Two is the definitions, and there is currently a definitions article in the Zoning Ordinance, but there are several other sections that address definitions. He stated proposed section 54.202 will have all of the definitions there, with the exception of any definitions that are specific to certain items. He also stated for example, they recommend keeping the Sign definitions in that article because they are going to be closely tied to the Sign regulations. He stated where the definitions can be standardized and have general applicability they will have those in the definitions article. He also stated if there are 500 definitions in the Zoning Ordinance for example, they would each correspond to a number when trying to reference to it.

Mr. Sloan stated the third article without question will be the longest article as this is the article on the zoning districts and the zoning map. He also stated the first few sections are fairly standard, and they are derived from the existing Zoning Ordinance. He stated they started the land use table that you see on page 3-2. He also stated there are the existing districts and existing uses, and any duplication will be ironed out as they go through it. He stated next is Article Six, standards applicable to specific uses. He also stated that there are use standards that are throughout the entire Zoning Ordinance that relate to specific uses and not just in the Zoning Ordinance but also Form Based Codes. He stated that if something can be standardized they want to just write it once and then link to it as appropriate. He also stated if there are any distinctions between districts they can put that within the specific section as appropriate. He stated starting on page 3-6, these are the individual pages that are going to be a repeat of the Land Use Table and the schedule of regulations that will be in Article 4.

He also stated this would be used for someone who owns a certain type of property and they want to know what they can do with it. He stated that they are going to try to keep it to one page. He also stated that it will have the intent statement that is existing in the Zoning Ordinance, permitted uses, special uses, the dimensional regulations from the schedule of regulations in Article 4, and then at the bottom they will try to link to as many sections as they can to have good cross reference. He stated this will be more of a tool than any changes, and the changes will take place in the table and schedule of regulations in Article 4. He also stated that there will be text at the bottom that basically states that if there is a discrepancy between the uses or the schedule of regulations that the Use Table or Article 4 will prevail. He stated that every district will get one of those pages but some of the exceptions will be the Form Based Code districts.

He also stated that the Form Based Codes will be put into the Land Development Code so it is unified. He stated one of the proposed new districts that they are still working through is called the watershed overlay district and it is recommended by the Master Plan and it is something that they are going to be working with. He also stated along with that in Article 8, they have environmental performance standards. He stated within the environmental performance standards they have subsections on riparian buffers, storm water management and steep slopes and as they work through it they may have both a watershed overlay and some of the same standards in the environmental performance article that have city-wide applicability.

D. Stensaas asked if the purpose clause of the Land Development Code would be written in Article One. Mr. Sloan stated there is a short title and the application of it in terms of what it applies to, but there is no purpose section, per se. D. Stensaas stated that there may need to be a purpose section, rather than leaving it vague. He also stated next month they are going to have to start to talk about some of the issues that Mr. Sloan has brought to his attention regarding some of the zoning districts. Mr. Sloan stated that is one of the main reasons that the first chunk that gets put in are the zoning districts, because it will be the hardest part and could take several months.

Mr. Sloan stated next in Article Four will be the schedule of regulations. He also stated currently there is a table in the Zoning Ordinance for that and the format will be much the same with this table. He stated in Article Five there are supplemental zoning district standards. He also stated there is currently a Subdivision Ordinance that includes both subdivision and site condominium regulations, and they are going to recommend splitting those because they are two different state Acts and processes. He stated that there is a section there on land division regulations, and before the meeting it was brought to his attention that there are regulations in the code right now for platted lots, so for platted lots they will cross reference the existing code and leave it at that. He also stated for metes and bounds lots they will include some standards straight out of the Land Division Act.

He stated that Article Six will be a fairly long article and it includes all of the specific uses that are in the Zoning Ordinance that have standards applicable to them. He also stated there are many uses in the ordinance that do not have an associated standard with them, so they recommending just putting it all one article. He stated this will apply to both permitted uses and conditional uses. He also stated some of the sections are new and as they go through the document this article will come in the second wave, sometime in late September or early October. He stated in Article Seven are general provisions and it includes anything with a general application within the Land Development Code. He also stated that it includes existing regulations for fences and walls, swimming pools, and for solar and wind energy the new sections would be there. He stated that there are a few items in the Zoning Ordinance where it does not quite fit in any other article so general provisions is a good place for that. He also stated Article Eight is a new article for environmental performance standards, and one of the first ones are standards applicable to industrial uses in districts. He stated these are types of environmental standards that apply to different types of manufacturing and processing, and that the standards do not apply to the use itself, and those uses are accounted for in article six. He also stated that there are now several sections that address lighting so he recommends having just one section that addresses that. He stated that if any of the lighting standards from the form based code can be moved into this article it would make it easier. He also stated that there are several new sections for storm water management, riparian buffers, wetlands, steep slopes and woodland protection.

Mr. Sloan stated there are also things that have recommendations in the Master Plan for provisions in the Code, but they are not really specific recommendations, so they want to start with a section and go from there. He also stated that as this and the watershed overlay fills out they will get a little bit better idea how the city wants to proceed on that. He stated one of the things that they are emphasizing with the state grant from the DEQ and Michigan Association of Planning is an emphasis on environmental protection and being a coastal community accounting for storm water runoff and riparian buffers. He also stated they felt it was important at this point to put it in a section header knowing that it could change at some point. Mr. Sloan stated next in Article Nine - parking, loading and access management - this is mostly existing sections in the Zoning Ordinance. He also stated that they will have a section at the end on access management, driveways and sidewalks and where there are city standards to reference they will reference them. He stated there was some work done at the last attempt of the Land Development Code with parking modifications and standards, so where they find it useful they may use some of that.

He also stated that Article Ten will be a brand new article and most of it will be new. He stated the only landscape standards that are in the current Zoning Ordinance are in section 80.43 and it is fairly light. He also stated that they want to have a completely new article dedicated to it, starting with an intent statement and the scope of the application. He stated in most cases the landscaping and screening regulations apply to uses that undergo site plan review. He also stated there are new sections on the design standards, the plant material standards, the installation and maintenance and modifications to landscaping requirements. He stated most communities have a section at the end that allows for modifications either by the Planning Commission or the staff, because in all cases it is not always going to work. He also stated in Article Ten on page 10-1, they filled out section 54.1003 and the reason that they did that is to show some of the design recommendations that they will be coming up with.

D. Stensaas stated that the Planning Commission needs to deal with what is exempt with landscaping in residential areas and the need to clarify some other issues about landscaping structures. He also stated that the ordinance right now does not really deal well with this issue and they have had to make some staff interpretations. He stated that natural screening in addition to fencing and walls is something that we definitely want to have incorporated into the code at some level.

Mr. Sloan stated Article Eleven treats signs, and the format will be much the same as the existing Sign Ordinance. He also stated it covers a lot of the outline here that is shown, and a lot of the sections are the same. He stated that they are going to go through and make a lot of the changes recommended by the committee a few years ago. He also stated that they are going to put an emphasis on regulating the signs by zoning district and will be as content neutral as possible, and then depending on what district someone is in they will look at the sign regulations. He stated that they will look at some of the regulations as they apply to downtown and some of the issues that may be coming up in terms of window signs.

He also stated in Article Twelve - nonconformities - much of that will be the same. He stated there are the class A and class B nonconforming structures and uses. He also stated article thirteen, administrative organization, is going to be the easiest article to do because it basically just describes the roles of everybody. He stated there is no standard in terms of procedures or development standards, so this describes who does what. He also stated that Article Thirteen will be seldom used but it will be there in case anyone wants to know who is responsible for what and who has which authority. He stated that Article Fourteen will have the procedures. He also stated that the procedures will be broken down into different sections. He stated for zoning permits, zoning compliance reviews it will be one procedure. He also stated most people will go for that when they want to know how to get a permit for something. He stated site plan review will be next and some of the subsection headers are put in now just to kind of show where everything is coming from. He also stated that they are going to propose to have a table of different activities and what is required for those. He stated that site plan review will be required for certain types of activities and they want to have a nice clean table to look that information up.

P. Schloegel asked if it would make sense to include such things as pricing for site plan review, permits, etc. A. Landers stated no because it changes annually by the City Commission. She also stated that it is on the permit applications. P. Schloegel asked if someone would have the ability to have links from the ordinance to the applications. Mr. Sloan stated that they could do it in Microsoft Word where it will link to

an external document. He also stated this will be in Word and ultimately created as a PDF and then will go to Municode for online use. He stated that if the City uses the PDF version it might be more user friendly than the Municode format. A. Landers stated that she prefers the PDF version of ordinances.

Mr. Sloan stated the next few sections go into existing procedures for special land uses, variances and appeals, and for Zoning Ordinance amendments and public hearings. He also stated for the zoning amendment procedures there are a lot of different changes and most of them are related to re-zoning with conditions. He stated the Michigan Zoning Enabling Act allows a community to approve a rezoning with conditions, but the state act has very few procedures on it in terms of how that procedure goes, so in the absence of any standards it can be kind of a haphazard process. He also stated that if the City of Marquette allows for zoning with conditions it is important to have standards to have a situation that both the City and the applicant know what the expectations are. He stated the last section - Article Fifteen - is for public hearings. He also stated in 2006 when the Zoning Enabling Act was adopted it standardized all public hearing procedure for special land uses, variance and Zoning Ordinance amendments. He stated it is a best practice to also consolidate any municipal public hearing procedures for those uses into one article. He also stated if the state Act is ever changed for public hearings they just have to change the ordinance once to reflect the new state Act. He stated that this section will probably have more cross references than most just because whenever a public hearing is required they will put a link in there and people can go right to that section. He also stated that finally in Article Fifteen are violations, penalties and enforcement, which will contain existing sections, and it will also have a lot of cross references. He stated a lot of these standards are in existing sections throughout the Zoning Ordinance and they will consolidate them and will cross reference them as needed.

J. Carlson asked how many of these kinds of projects that McKenna Associates will take on in a year. Mr. Sloan stated they will take on probably more than a dozen a year. J. Carlson asked how the City of Marquette is compared to others. Mr. Sloan stated that it has been pretty standard. He also stated most of the ones that they do are reformatting or tweaking different ordinances or working within the structure of an existing ordinance. He stated that every community has different problems so there is always something new that they find. He also stated that Marquette is not in any more disarray than a lot of communities that have adopted an ordinance in the 1970's and have made minor amendments along the way. J. Carlson asked if Marquette is overregulated or average compared to other communities. Mr. Sloan stated he does not get the sense that it is over-regulated. He also stated that one section - landscaping and screening - is pretty under-regulated. He stated the origin of regulation is "to make regular" so it is not that we want to prohibit things, it is that they want to allow certain things but allow them a certain way. He also stated that essentially all of the things that are in there are there because they need to be.

T. Klipp stated that it looks great and a lot more usable than what the City currently has.

COMMENTS

D. Stensaas stated that the former "Engine Works" buildings at 955 Lakeshore Blvd. is scheduled to be demolished later this month, that the owners came to the decision recently and had retained a local contractor for the job, and they may get started as soon as August 22nd.

ADJOURNMENT

It was moved by A. Andres, seconded by P. Schloegel, and carried 6-0 to adjourn the meeting. The meeting was adjourned at 7:20 p.m.

Reviewed by:

David Stensaas, City Planner and Zoning Administrator
Planning Commission Secretary

Prepared by:

D. Stensaas
Imedat/smc

DRAFT

Agenda Date: 9/11/2017

Presentation(s)

Marquette Board of Light and Power Update, by Chair Tom Tourville

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue

Marquette, MI 49855

Agenda Date: 9/11/2017

Consent Agenda

Approve the minutes of the August 30, 2017 special budget meeting.

ATTACHMENTS:

Description

- ▣ 8/30 minutes



City of Marquette, MI

300 West Baraga Avenue
Marquette, Michigan 49855

Meeting Minutes City Commission Meeting

Wednesday, August 30, 2017
5:15 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Mayor Campana. Mayor Pro Tem Baldini. Commissioners Cambensy, Conley Frazier, Plourde, Reynolds

Approval of the Agenda

Commissioner Sarah Reynolds moved to Approve the Agenda as presented, seconded by Commissioner Pete Frazier and carried unanimously.

Announcements

None.

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

1. Consent Agenda

Commissioner Sarah Reynolds moved to Approve the Consent Agenda, seconded by Commissioner Pete Frazier and carried unanimously.

1.a. Approve the minutes of the August 28, 2017 Commission meeting.

New Business

2. Peter White Public Library

At the outset of the budget discussion, City Manager Angeli said he wanted to discuss a couple of points from previous budget discussions. First, he pointed out that he had requested money for performance pay bonuses for staff. In the previous year, he asked for this money during the year, and after the budget process. He also clarified the line item related to Municipal Service Center budget for furniture.

Chief Financial Officer Gary Simpson then said this would be the fourth of four budget meetings, and should conclude with the scheduling of a September 11 public hearing to officially adopt a budget.

He then introduced Peter White Public Library Director Andrea Ingmire to discuss the library's budget.

3. Downtown Development Authority

CFO Gary Simpson introduced Downtown Development Director Mona Lang, who presented the DDA's proposed budget.

4. Marquette Brownfield Redevelopment Authority

Marquette Brownfield Redevelopment Authority Director Sheri Davie began addressing the City Commission, and shared the details of the MBRA's budget proposal.

5. Local Development Finance Authority

Leslie Hartman gave a presentation related to the Local Development Finance Authority's proposed budget for the year.

6. Administrative Services - Part 2 (Information Technology)

CFO Simpson introduced Administrative Services Director Susan Bohor and Information Technology Director Dan Frederickson, who presented the proposed IT budget.

7. Police Department, Drug Forfeiture, and Criminal Justice Training

CFO Gary Simpson introduced Police Chief Blake Rieboldt, who presented the proposed Police Department budget.

8. Budget Wrap-Up

Mayor Pro-tem Baldini said these meetings are long, but they are extremely informative and helpful, and better than the processes that other communities have in place.

Mayor Campana said he agreed.

Commissioners discussed a handful of specific budget items, ensuring they were included in the final budget to be brought forward for approval.

9. Schedule a Public Hearing for September 11, 2017 to review the FY 2018 Budget.

Commissioner Frazier said staff should consider moving the budget process back to earlier in the year.

Commissioner Pete Frazier moved to Approve schedule a public hearing for the Sept. 11 2017 to review the FY 2018 budget, seconded by Commissioner Mike Plourde and Passed.

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

None.

Comments from the Commission

BALDINI-Mayor Pro Tem Baldini said the new schedule for the budget was based on advice from the administration during the Charter Commission.

Comments from the City Manager

The City Manager had no comments.

Adjournment

Mayor Campana adjourned the meeting at 8:08 p.m.

David J. Campana, Mayor

Kris M. Hazeres, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

Consent Agenda **Telephone Lease Extension**

BACKGROUND:

The City is in the fourth year of a five-year lease agreement with DSTECH for our telephone system. While the current lease does not expire until May 2018, the company has proposed a 48-month extension to the current lease effective October 1, 2017 through September 30, 2021 with a lower monthly lease cost than we are currently paying. Terms of the lease extension include replacing all existing handsets with new ones, virtualizing the phone server, four hours of complimentary monthly technical support and a \$425 monthly reduction in lease cost throughout the lease extension. In consideration of the quality, features and support of the telephone system, staff recommends extending the lease for an additional 48 months.

FISCAL EFFECT:

No additional costs. The current monthly lease cost of \$2,025 is included in the Information Technology operating budget. Effective October 1, 2017 through September 30, 2021, the monthly lease cost will drop to \$1,600; a savings of \$5,100 per year for four years.

RECOMMENDATION:

Authorize the City Manager or his designee to sign a 48-month lease extension with DSTECH for an amount not to exceed \$19,200 a year or \$76,800 over the life of the lease extension.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease Extension Agreement

**LEASE AGREEMENT
Change Order**

Customer (Name & Address) City of Marquette Michigan 300 W Baraga Avenue Marquette, MI 49855	<div style="border: 1px solid black; padding: 10px; text-align: center;">Agreement Number 030113MQT Change Order # <u>3</u></div>
CHANGE DESCRIPTION: See attached Schedule A.	
EQUIPMENT SUPPLIER: DSTECH, 1431 N 26 th Street, Escanaba, MI 49829	

This Change Order, when signed by the LESSOR and LESSEE, will become effective on the date indicated in the attached Schedule A and will change the monthly lease by the amount indicated. This Change Order will not affect the Terms and Conditions of the base Agreement signed by the LESSOR and LESSEE.

By signing this Change Order, the LESSOR and LESSEE agree that this Change Order will become a part of the base Agreement and therefore subject to its Terms and Conditions.

This Change Order and the new monthly payment amount will be considered co-terminus with the base Agreement.

ACCEPTED BY LESSOR: DSTECH 1431 North 26 th Street Escanaba, MI 49829	LESSEE (FULL LEGAL NAME) City of Marquette Michigan
BY <u>Joe 3 Krampf</u>	<u>300 W Baraga Avenue</u> <small>BILLING ADDRESS</small>
DATE <u>8/28/2017</u>	<u>Marquette</u> <u>MI</u> <u>49855</u> <small>CITY STATE ZIP CODE</small>
	PHONE <u>806-228-0435</u> DATED: _____
	BY _____ <small>AUTHORIZED SIGNATURE TITLE</small>
	PRINT NAME: _____

SCHEDULE A. Change Description

1. Lease Agreement Number 030113MQT will be extended by forty-eight (48) months making the new end date for this Agreement 9/30/2021. The effective date of this lease extension is 10/1/2017.
2. The monthly payment amount of Lease Agreement Number 030113MQT will be One Thousand Six Hundred Dollars (\$1600.00).
3. DSTECH will provide 115 new Zultys 36G phone handsets. These handsets will be delivered to the City pre-configured and ready to be installed on the City network. City personnel will be responsible for the delivery and placement of the new phone handsets.
4. City personnel will collect the existing Zultys 55G and 57G handsets and bring them to a City location for pick-up by DSTECH no later than 10/31/2017.
5. DSTECH will work with City IT staff to install and migrate the Zultys MX software and licenses from the current MX250 servers to a VMWare server provided by the City.
6. Starting 1/1/2018, DSTECH will provide up to four (4) hours of remote consulting services on a monthly basis to the City. These hours can be used for any IT-related purpose. These hours do not roll-over if not used by the City in a given month.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

Consent Agenda **KBIC Funding for the YMCA**

BACKGROUND:

Recently staff from the YMCA of Marquette County asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community (KBIC). They plan to ask the Tribe for \$20,000 to assist with their 2017 Financial Assistance Program, a program to provide assistance to low-to-moderate income families throughout Marquette County so they can access the YMCA regardless of their ability to pay. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the KBIC Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

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

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for KBIC funding of \$20,000 to assist YMCA with funding for the 2017 Financial Assistance Program.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ YMCA KBIC Request Letter
- ▣ YMCA KBIC Agreement



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA OF MARQUETTE COUNTY

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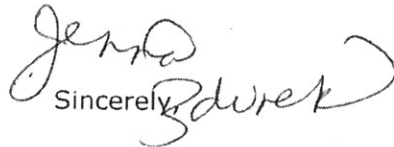
September 1st 2017

Mr. Michael Angeli
City of Marquette
300 West Baraga Ave
Marquette, MI 49855

Dear Mr. Angeli and City Commission Members,

On behalf of the YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Keweenaw Bay Indian Community. Our grant proposal is for support towards YMCA's 2017 Financial Assistance Program, a longstanding program that provides financial assistance to low-to-moderate income families and individuals throughout Marquette County so they can access the YMCA regardless of ability to pay. The Financial Assistance Program helps members participate in programs such as swim lessons, a variety of youth programs, and come together as a family to participate in programs like Family Karate. It gives individuals the opportunity to improve their health through chronic disease programs such as **LIVESTRONG** and Diabetes Prevention Program. It also gives community members access to our wellness center, pool, spa, and sauna. While parents are working towards bettering their health, they have the ability to drop their children off in Tot Watch which provides their children with the opportunity to build relationships, make new friends, and have constructive play and social learning— all thanks to the Financial Assistance Program. We are requesting \$20,000 in funding from KBIC.

We appreciate your consideration of this request and look forward to your approval. Should you have questions please contact me at 227-9622 or email at jzdunek@ymcamqt.org


Sincerely,

Jenna Zdunek
Chief Executive Officer

1420 Pine Street, Marquette MI
P 906 227 9622 F 906 227 9248
WWW.YMCAMOT.ORG

AGREEMENT

This Agreement is entered into this 5th day of September, 2017, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

WHEREAS, the YMCA provides financial assistance to low-to-moderate income families and individuals throughout Marquette County so they can access the YMCA regardless of their ability to pay, including swim lessons, youth athletics, and family programs like family karate, which benefit the recreational needs of the residents of the City; and

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the YMCA of the sum of \$20,000 from the Keweenaw Bay Indian Community, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide for a public recreation program for its residents.
2. That the parties further understand and agree that the payment of the sum of \$20,000 by the City to the YMCA as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the YMCA.

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

Dated: 9/5/17

L. M. Angeli
By: L. Michael Angeli
Marquette City Manager

Dated: 9/5/17

Jenna Zdunek, CEO
By: Jenna Zdunek,
Interim CEO, YMCA of MARQUETTE COUNTY

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

Consent Agenda

Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA

BACKGROUND:

Recently staff from the YMCA of Marquette County asked the City to serve as the fiscal pass-through agent for funding from the Sault Ste. Marie Tribe of Chippewa Indians. They plan to ask the Tribe for \$20,000 to assist with their 2017 Financial Assistance Program, a program to provide assistance to low-to-moderate income families and individuals throughout Marquette County so they can access the YMCA regardless of their ability to pay. In consideration of the City agreeing to act as a pass-through, the YMCA agrees to dedicate any funds received from the Sault Ste. Marie Tribe to the purposes set forth in the attached agreement prepared by the City Attorney.

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

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for Sault Ste. Marie Tribe funding of \$20,000 to assist YMCA with funding for the 2017 Financial Assistance Program.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ YMCA Sault Ste. Marie Tribe Request
- ▣ YMCA Sault Ste. Marie Tribe Agreement



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YMCA OF MARQUETTE COUNTY

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Christine Pesola

Amanda Specker

Derek Swajanen

Dan Torres

Christine VanAbe

August 30th 2017

Mr. Michael Angeli
City of Marquette
300 West Baraga Ave
Marquette, MI 49855

Dear Mr. Angeli and City Commission Members,

On behalf of the YMCA of Marquette County, we sincerely appreciate your past support in serving as fiscal agents for previous projects and programming. I am writing to ask that the City of Marquette once again serve as a fiscal agent for our grant request to the Sault Ste. Marie Tribe of Chippewa Indians. Our grant proposal is for support towards YMCA's 2017 Financial Assistance Program, a longstanding program that provides financial assistance to low-to-moderate income families and individuals throughout Marquette County so they can access the YMCA regardless of ability to pay. The Financial Assistance Program helps members take swim lessons, participate in youth programs, and come together as a family to participate in programs like Family Karate. It gives individuals the opportunity to improve their health through chronic disease programs such as **LIVESTRONG** and Diabetes Prevention Program. We are requesting \$20,000 for this project and have included our funding request to Sault Ste. Marie Tribe of Chippewa Indians with this letter.

We appreciate your consideration of this request and look forward to your approval. Should you have questions please contact me at 227-9622 or email at jzdunek@ymcamqt.org

Sincerely,

Jenna Zdunek
Chief Executive Officer

1420 Pine Street, Marquette MI
P 906 227 9622 F 906 227 9248
WWW.YMCAMOT.ORG

AGREEMENT

This Agreement is entered into this 1 day of September, 2017, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the YMCA of MARQUETTE COUNTY, a Michigan nonprofit corporation, with offices located at 1420 Pine Street, Marquette, MI 49855 (hereinafter referred to as "YMCA");

WHEREAS, the YMCA provides financial assistance to low-to-moderate income families and individuals throughout Marquette County so they can access the YMCA regardless of their ability to pay, including swim lessons, youth athletics, and family programs like family karate, which benefit the recreational needs of the residents of the City; and

WHEREAS, Marquette City Charter Section 2-14 states: "The city commission shall provide for a public recreation program for the residents of the city;" and

WHEREAS, the Marquette City Commission having determined that the activities of the YMCA are a valid purpose under the Charter and is willing to enter into this Agreement with YMCA for the support of its program, upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to the YMCA of the sum of \$20,000 from the Sault Ste. Marie Tribe of Chippewa Indians, the YMCA will accept said money from the City to assist the City in carrying out its obligation to provide for a public recreation program for its residents.
2. That the parties further understand and agree that the payment of the sum of \$20,000 by the City to the YMCA as above-described is contingent upon the prior receipt by the City of the amount from the Sault Ste. Marie Tribe of Chippewa Indians, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to the YMCA.

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

Dated: 9/5/17

L.M. Angeli
By: L. Michael Angeli
Marquette City Manager

Dated: 9/1/2017

Jenna Zdunek
By: Jenna Zdunek,
Interim CEO, YMCA of MARQUETTE COUNTY

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

Consent Agenda

Noquemanon Trails Network - Office Lease Agreement

BACKGROUND:

The Noquemanon Trails Network Council (NTN) has requested the City Commission consider a lease agreement for office space at Lakeview Arena. Staff has worked with the City Attorney and NTN to draft a standard lease agreement which provides for the terms and conditions of the request. The monthly lease payment shall be \$432.00. The term of the lease is three years.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$5,184 in revenue for FY 2018.

RECOMMENDATION:

Move the three-year lease agreement with Noquemanon Trails Network Council for office space at Lakeview Arena to unfinished business at the September 25, 2017 regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease/Exhibit A/Insurance

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2017, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **NOQUEMANON TRAILS NETWORK COUNCIL**, a Michigan not-for-profit corporation, of P.O. Box 746, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, located at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee the office space shown in Exhibit "A" located in Lakeview Arena's Russell Arena in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee the space ("Premises") as shown in Exhibit "A".
- 1.2 Lessor agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations as developed by Lessor, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

- 2.1 The term of this lease shall be for a period of thirty six (36) months beginning October 1, 2017 and ending September 30, 2020.

3. Rent

- 3.1 The yearly rental amount shall \$12.00 per square foot (432 square feet).
- 3.2 Lessee shall pay \$432.00 monthly, due on the 1st of each month.

Lessee shall be entitled to the use of common wash rooms and concessions.

Lessee shall be responsible for telephone and internet service.

- 3.3 The rental amount contained herein may be increased by the Lessor on an annual basis in an amount not to exceed twenty percent (20%) of the then current rental amount. The Lessor shall provide written notice to Lessee of the increase in rental amount no later than

May 1, and the increased rent shall become effective October 1, each year this lease is in effect.

4. Use of Leasehold Premises

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

5. Use of Common Areas by Lessee

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

6. Maintenance and Repair

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

- 6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment, and keep them in a safe condition and good repair.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

7. Insurance and Indemnity

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

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licensees, the damage shall be repaired by Lessor and at Lessor's expense. If the Premises or the Arena is substantially damaged (herein defined as fifty (50%) per cent or more of the cost of replacement), Lessor may elect either to repair or rebuild the Premises or the Arena, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety

(90) days after the event causing the damage. If Lessor elects to rebuild, Lessee in a timely manner shall repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

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

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

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

14. Surrender of Leasehold Upon Termination of Lease

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

15. Miscellaneous

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

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

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

CITY OF MARQUETTE

NOQUEMANON TRAILS NETWORK COUNCIL

David J. Campana, Mayor

By: *Pravitt*
Its:

Kris M. Hazeres, City Clerk

By:
Its:

Approved as to Content:

Approved as to Form:

L. Michael Angeli, City Manager

Ronald D. Keefe, City Attorney



LAKEVIEW ARENA





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12-27-16

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

IMPORTANT: If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frazier Insurance Agency Inc
AGENT; Box 1250, Midlothian VA 23113

CONTACT NAME: Jack Lawson
PHONE (A/C No, Ext): (800) 823-5297 FAX (A/C No): (406) 652-3395
E-MAIL ADDRESS: Jack@LawsonIns.net

Processing Office: Lawson Insurance LLC
1643 24th Street West #110; Billings MT 59102

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Fire Insurance Company	
INSURER B: United States Fire Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	618

INSURED Sports & Recreation Providers Association
(Purchasing Group) & It's Participating Members -
Member - National Ski School Program Inc-NORDIC & It's
Participating Members -
1302 24th Street West #169, Billings MT 59102

MEMBER - Noqueaman Trail Network Council

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

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

INSR LTA	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS	X	SRPGAPM-101-0716 Cert# USP228476	11/01/16	11/01/17	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 5,000,000. PRODUCTS - COM/PROP AGG \$ 5,000,000.
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOB		SRPGAPM-101-0716 Cert# USP227476	11/01/16	11/01/17	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		USGL USX102554	11/01/16	11/01/17	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 1,000,000.
B	Excess Accident Medical Protection Deductible \$100. 52 week Benefit Period from date of incident. Claim Reporting deadline - 90 days from date of incident		US503451	11/01/16	11/01/17	Maximum Medical Benefit per claim - \$ 25,000. AD&D Benefit per claim - \$ 2,500.
NSSP MEMBER - Noqueaman Trails Network Council, Box 746, 401 W Fair Ave, Marquette MI 49855 ADDED AS INSURED NSSP-NORDIC PARTICIPATING MEMBER for Nov 1, 2016-17 including coverage for Bicycling on Trails, Waiver of subrogation.						

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

Commercial General Liability (CGL) deductible - \$ 0.00 each Bodily Injury or Property Damage Claim.
'Participant Legal Liability Coverage' for participants in SKI RACES/ INSTRUCTION/ COMPETITIONS REQUIRES that each participant (or Parent/Guardian) sign a release/waiver form PRIOR to Competing, Practicing or INSTRUCTION

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED but only as respects the operations of the Named Insured NSSP PARTICIPATING MEMBER - Noqueaman Trail Network Council

CERTIFICATE HOLDER**CANCELLATION**

City of Marquette
300 W Baraga Avenue
Marquette MI 49855

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

AUTHORIZED REPRESENTATIVE

John W. Frazier

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

Consent Agenda **Purchase of Election Equipment**

BACKGROUND:

As a part of a statewide shift, municipalities across Marquette County utilized new election tabulators during the August Primary Election. This brand new equipment is more reliable and user-friendly than the previous tabulators, but it does present some additional challenges.

The specifics of the new equipment mean that the City of Marquette will need to implement an Absent Voter Counting Board in 2018. This board will be tasked with tabulating all absent voter ballots cast by City voters; in the past, these ballots have been tabulated in the precincts on Election Day.

In order to establish a functioning Absent Voter Counting Board, the City will need to purchase additional tabulators. The board will use two tabulators, while an additional tabulator will be purchased to serve as an emergency backup on Election Day.

This purchase will be made through Dominion Voting Systems. Following a selection process by the State of Michigan, Marquette County identified Dominion as the election equipment vendor for all municipalities in the County. There are no other vendors available to the City of Marquette.

Dominion has agreed to include the new tabulators under the same warranty as the originals, meaning the City will pay no annual maintenance costs until 2022.

FISCAL EFFECT:

Each tabulator costs \$4,395. An order for three will total \$13,185. Sufficient funds have been budgeted in the 2016-2017 Elections account for equipment purchases.

RECOMMENDATION:

Approve the purchase of three ImageCast Precinct tabulators from Dominion Voting Systems, of Denver, Colorado in the amount of \$13,185.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

New Business

First Amendment to Reimbursement Agreement: DLP Marquette General Replacement Hospital

BACKGROUND:

The original Brownfield Plan for the DLP Marquette General Hospital was approved in October 2014 for redevelopment of the former Roundhouse Property including site preparation and infrastructure improvement by DLP, as well as road improvements and relocation of the Municipal Service Center by the City in cooperation with the Marquette Brownfield Redevelopment Authority (MBRA). Subsequently, an Amended Brownfield Plan for this project was approved by the City Commission on August 28, 2017.

For Brownfield projects, development and reimbursement agreements are entered into in order to describe the terms of the tax capture and reimbursement to the developer by the Brownfield Redevelopment Authority and municipality. The original Reimbursement Agreement for the DLP Marquette General Hospital Replacement Hospital project was approved by the City Commission on Dec. 15, 2014. The City is a party to the Reimbursement Agreement since Brownfield Tax Increment Financing revenues would reimburse the bond payments for public infrastructure. Duke LifePoint Marquette General Hospital is a signatory to assure the financial obligations for bond payments.

Recently, DLP (Developer) has determined it is unlikely they will require the entire \$10M originally earmarked for the reimbursement of Developer Eligible Activities as described in the original Reimbursement Agreement and Brownfield Plan. At this time, the parties wish to execute the attached First Amendment to Reimbursement Agreement for the DLP Marquette General Replacement Hospital Project. By executing this Amendment, DLP agrees to forgo any unused balance of their allocated funding from Brownfield tax capture and allow the City to utilize any remaining tax capture.

The attached Amendment has been approved by the City Attorney and is submitted to the City Commission for its' consideration. The final execution of the document would also be pending Marquette Brownfield Redevelopment Authority approval at their Sept. 28, 2017 meeting.

FISCAL EFFECT:

As detailed in the First Amendment to Reimbursement Agreement.

RECOMMENDATION:

Approve the attached First Amendment to Reimbursement Agreement for the DLP Marquette General Replacement Hospital Project and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ DLP First Amendment to Reimbursement Agreement
- ▣ DLP Reimbursement Agreement

FIRST AMENDMENT TO
REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT ("Amendment") is made as of _____, 2017, by and between DLP Marquette General Hospital, LLC ("Developer"), the Marquette Brownfield Redevelopment Authority ("MBRA") and the City of Marquette ("City"), collectively referred to as "Parties".

RECITALS

WHEREAS, the Parties entered into a Reimbursement Agreement dated December 15, 2014 ("Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement as follows:

NOW THEREFORE, in consideration of the premises and the agreements and covenants contained herein, the parties agree as follows:

1. Section 1.1(u) of the Agreement shall be replaced with the following language:

(u) "Maximum Eligible Activity Cost" means the MBRA's maximum obligation to pay for the environmental and Non-Environmental Eligible Activities from Tax Increment Revenues from the Project, as provided in the Brownfield Plan, dated October 27, 2014, not to exceed \$41,220,000, plus interest, and MBRA work plan development and approval and administrative costs, with \$31,220,000 allocated for City Eligible Activities and \$10,000,000 for Developer Eligible Activities, provided, however, that in the event Developer does not use all of the \$10,000,000 allocated for Developer Eligible Activities, Developer agrees to assign and convey to City the unused balance of such allocated funds for City's use to the extent permitted by this Agreement and applicable law.

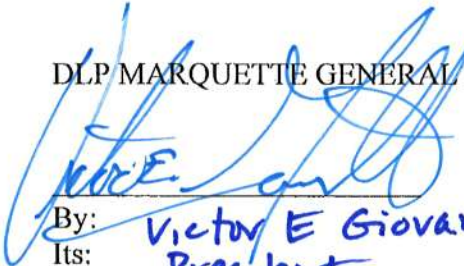
2. All other terms and conditions of the Agreement remain in unchanged and shall continue as written in the Agreement.

The Parties have duly executed this Amendment as of the day and year first above written.

DLP MARQUETTE GENERAL HOSPITAL, LLC

Date: 09/01, 2017

By:
Its:


Victor E Giovanetti
President

MARQUETTE BROWNFIELD
REDEVELOPMENT AUTHORITY

Date: _____, 2017

By: Kellie Holmstrom
Its: Chairman

CITY OF MARQUETTE

Date: _____, 2017

By: David J. Campana, Mayor

Date: _____, 2017

Kris M. Hazeres, Clerk

Approved as to Content:

L. Michael Angeli, City Manager

Approved as to Form:

Ronald D. Keefe, City Attorney

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made as of December 15, 2014, between DLP Marquette General Hospital, LLC (the "Developer"), the Marquette Brownfield Redevelopment Authority (the "MBRA"), a Michigan public body corporate, and the City of Marquette (the "City"), a Michigan municipal corporation.

PREMISES

- A. The Developer desires to acquire City property and construct a replacement hospital and medical office building and certain appurtenant properties and improvements with an estimated investment of over \$170,000,000, (the "Developer Project") to be located on the Eligible Property as described in the Brownfield Plan attached hereto as Exhibit A.
- B. A Memorandum of Understanding (MOU), dated October 27, 2014, has been executed between the City of Marquette and DLP Marquette General Hospital, LLC that outlines the understandings for subsequent written agreements including purchase of property; facilitation of incentives, including Brownfield Tax Increment Revenues that are the subject of the Agreement; responsibilities for Brownfield Eligible Activities, settlements, and other matters.
- C. The MBRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, as amended ("Act 381") to promote the revitalization of contaminated, blighted, functionally obsolete or historic properties.
- D. The MBRA has determined in furtherance of its purposes and to accomplish its goals that it is in the best interest of the MBRA to finance certain eligible activities as defined by Sec. 2(l) of Act 381, MCL 125.2652(l) with Eligible Property on the Site and as described in the Brownfield Plan, attached as Exhibit A, the Act 381 Work Plan for Non-Environmental Eligible Activities, attached as Exhibit B, and the Act 381 Work Plan for Environmental Eligible Activities, attached as Exhibit C (upon approval by MDEQ), as they may be amended or supplemented.
- E. Under the Brownfield Plan and Act 381 Work Plans, the MBRA will capture and retain one-hundred percent (100%) of the tax increment revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Project Site consistent with Act 381, as amended, and the Brownfield Plan approved by the MBRA (the "Tax Increment Revenues"). Upon satisfaction of the conditions expressed in the Agreement, the MBRA will use the Tax Increment Revenues to reimburse the Developer, the City and the MBRA for their costs related to Eligible Activities, carry out the purposes described in Act 381 and the Agreement and to carry out certain other projects described in the Brownfield Plan.

In consideration of the premises and the mutual covenants contained in the Agreement, the Developer, MBRA, and City hereby enter into the Agreement and covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The following capitalized terms used in the Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

- (a) "Act 381" means Act 381 of Michigan Public Acts of 1996, as amended.
- (b) "Act 381 Work Plan" means the non-environmental eligible activities work plan approved by the MBRA and Michigan Strategic Fund, attached as Exhibit B and the environmental eligible activities work plan, to be approved by the MBRA and the Michigan Department of Environmental Quality and will be attached to the Agreement as Exhibit C, when approved.
- (c) "Agreement" means the Reimbursement Agreement entered into between the MBRA, City, and the Developer.
- (d) "Amortization Period" means the twenty (20) year period following the date on which the City and/or MBRA incurs public debt to fund Eligible Activities identified in the approved Brownfield Plan and Act 381 Work Plan for the DLP Marquette General Replacement Hospital.
- (e) "Bonds" means bond obligations that may be entered into by the City or the MBRA as necessary for Eligible Activities, including public improvements related to the project that may be outstanding from time to time.
- (f) "Brownfield Plan" means the Brownfield Plan, adopted by the MBRA on October 23, 2014 and the City Commission on October 27, 2014, and any amendments thereto pursuant to Act 381 attached as Exhibit A.
- (g) "Brownfield Tax Increment Revenues" means the tax increment revenues, as defined by Act 381, from all taxable real and personal property located on the Eligible Property during the life of the Brownfield Plan.
- (h) "City" means the City of Marquette.

- (i) "City Commission" mean the Marquette City Commission.
- (j) "City Eligible Activities" means Eligible Activities identified under the Brownfield Plan and Act 381 Work Plan that the City is responsible for financing and implementing under the MOU and identified on Page 1 of Exhibit E.
- (k) "Developer" means DLP Marquette General Hospital, LLC, its successors and assigns.
- (l) "Developer Eligible Activities" means Eligible Activities identified under the Brownfield Plan and Act 381 Work Plan that the Developer is responsible for financing and implementing under the MOU and identified on Page 2 of Exhibit E.
- (m) "Developer Project" means the acquisition and construction of a Replacement Hospital and Medical Office Building and certain appurtenant properties and improvements as described in the Brownfield Plan attached hereto as Exhibit A.
- (n) "Eligible Activities" are those environmental and non-environmental activities eligible under the Act 381 and included in the approved Brownfield Plan, attached hereto as Exhibit A, and Act 381 Work Plans attached hereto as Exhibits B and C.
- (o) "Eligible Property" is the property described in the Brownfield Plan that meets Act 381 qualifying status as a Part 201 Facility, blighted, functionally obsolete, or historically designated and adjacent parcels as included from which Tax Increment Revenues will be captured to reimburse Eligible Activities and other costs, consistent with the Brownfield Plan, Act 381 Work Plans, and Act 381 as amended.
- (p) "Estimated Tax Increment Revenues" means the estimated one-hundred percent (100%) of the annual tax increment revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon the Eligible Property through the duration of the Brownfield Plan.
- (q) "Event of Default" means the failure by a party to carry out its obligations under the Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 45 days after notice thereof has been given by the other party.
- (r) "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's failure or negligence, including, but not limited to, acts of God, acts of a public enemy, acts of the federal government, acts of

another party to the Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

- (s) "Indemnified Persons" means the City and the MBRA and their members, officers, agents and employees.
- (t) "Issuance Costs" means items of expense related to the authorization, sale and issuance of the Bonds, and authorization and execution of the Agreement, which items of expense shall include, but not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, bond counsel and counsel fees, financial consultant fees, underwriter fees and expenses, including the fees and expenses of counsel to the underwriter, fees and charges for execution, transportation and safekeeping of the Bonds and related documents, and other costs, charges and fees in connection with the foregoing.
- (u) "Maximum Eligible Activity Cost" means the MBRA's maximum obligation to pay for the Environmental and Non-Environmental Eligible Activities from Tax Increment Revenues from the Project, as provided in the Brownfield Plan, dated October 27, 2014, not to exceed \$39,200,000, plus interest, and MBRA work plan development and approval and administrative costs, with \$29,200,000 allocated for City Eligible Activities and \$10,000,000 for Developer Eligible Activities.
- (v) "MBRA" means the Marquette Brownfield Redevelopment Authority, established by the City Commission.
- (w) "MDEQ" means the Michigan Department of Environmental Quality.
- (x) "MOU" means the Memorandum of Understanding between the City of Marquette and DLP Marquette General Hospital, LLC approved by the City Commission on September 8, 2014 and executed on September 15, 2014.
- (y) "MSF" means the Michigan Strategic Fund.
- (z) "Paying Agent" means the City or the paying agent or agents designated by the City with respect to any of the Bonds.

- (aa) "PA 255 Abatement" means a twelve (12) year, fifty percent (50%) local tax abatement for the Roundhouse/MSC site and improvements pursuant to MCL 207.651.
- (bb) "Public Improvements" means the City's site work, building construction, utilities and equipment relating to the Eligible Property, as described in the Brownfield Plan attached hereto as Exhibit A.
- (cc) "Tax Increment Revenues" means increased incremental tax revenues, as defined by Act 381, from all taxable real and personal property located on the Eligible Property during the life of the Brownfield Plan.
- (dd) "Transaction Costs" means the MBRA or City costs, expenses, and liabilities related to the authorization, execution, administration, oversight, and fulfillment of the MBRA or City obligations under the Agreement, the Brownfield Plan, and Act 381 Work Plan, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, approval and amendments to the Brownfield Plan and Act 381 Work Plan, approvals of the developments contemplated herein, printing costs, costs of reproducing documents, filing and recording fees, attorney fees, financial expenses, insurance fees and expenses, administration and accounting for the Bond proceeds and tax increment revenues, oversight and review, and all other costs, liabilities, or expenses, related to the preparation and carrying out or enforcing the Brownfield Plan, Act 381 Work Plan, and the Agreement, or other related agreements with the Developer, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

Section 1.2 Number and Gender. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun should include the corresponding masculine, feminine, and neuter forms.

ARTICLE 2

COVENANTS OF THE DEVELOPER AND THE CITY

Section 2.1 Authorization of Borrowing. The parties recognize that neither the MBRA nor the City has the power to mandate cooperation by the City electors in the approval of the Borrowing. The MBRA will pass a resolution pledging tax increment revenues. The City Commission will pledge Full Faith and Credit. Based on the recommendation of the City's financial advisor, either the City or the MBRA will issue the Bonds.

Section 2.2 Public Improvement Borrowing

- (a) The Public Improvement Borrowing shall finance the Eligible Activities included in the Brownfield Plan and Act 381 Work Plan and identified in Exhibit E, Eligible Activity Responsibility.
- (b) The parties recognize that neither the City nor the MBRA has the power to mandate an acceptable interest rate for the sale of the Bonds. The City Commission or MBRA may decide in its sole discretion not to sell the Bonds. The Borrowing will be made if the City Commission and the MBRA in good faith determine that the Developer intends to complete the Project, that the Project is scheduled to be under construction, and that the Tax Increment Revenue and other needed revenue are assured from actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the debt or other financing obligations for Eligible Activities of the City and/or MBRA included in the Brownfield Plan and Act 381 Work Plan. Subject to the conditions specified in Article 3 and in this Article, the City and/or the MBRA shall use their best efforts to issue the Bonds.
- (c) The Borrowing is anticipated to be in an aggregate amount not to exceed \$29,200,000, exclusive of capitalized interest and Issuance Costs, and having a final maturity no later than thirty (30) years from the Bond Issuance Date. The City Commission and/or MBRA retains sole authority over all aspects of their respective Borrowing and the Bonds, including but not limited to, determination on issuance, the total amount, payment schedule, type and acceptable interest.
- (d) If the estimated cost of Public Improvements exceeds the maximum costs of Public Improvements identified in the Brownfield Plan before the advertisement of the bids on the Borrowing, the City and/or MBRA will not proceed with the Borrowing unless it either (a) amends the Maximum Cost of Public Improvements as provided for in the Agreement or (b) reduces the estimate to not exceed the Maximum Cost of Public Improvements.

Section 2.3 Construction of the Development. If the City and/or MBRA complete any portion of the Borrowing, the Developer shall construct the Developer Project and the City shall construct the Public Improvements in accordance with proper construction standards and the Agreement. They shall proceed with due care and diligence and commence and complete Eligible Activities and the Development in accordance with the Agreement, and in accordance with any applicable law, regulation, code and ordinance.

Section 2.4 Covenant to Pay Financial Obligations. The Developer and the City will utilize their own funds for their respective components of the Development. The Developer and the City will receive reimbursement from the MBRA (also referred to as "debt obligation") to the extent of available Brownfield Tax Increment Revenues for

payment of the Eligible Activities in accordance with the terms of the Agreement, the Brownfield Plan, the Act 381 Work Plan and Act 381. Reimbursement for Eligible Activities shall be prioritized as follows:

- (a) First, Brownfield Tax Increments, as necessary, will reimburse the City or MBRA for the annual obligation of the Borrowing for the Public Improvements pursuant to Exhibits A and B;
- (b) Second, local tax capture revenues will be applied to the administrative and operating costs and Transaction Costs of the MBRA;
- (c) Third, Brownfield Tax Increments will be deposited into the Local Site Remediation Revolving Fund (LSRRF) in accordance with Exhibit D; and
- (d) Fourth, Brownfield Tax Increments will be used to reimburse the Developer, the City, and/or the MBRA for approved Eligible Activities expenses pursuant to Exhibits A and B or C.

Reimbursement under Section 2.4(d) to the City, MBRA, and/or Developer will be a percentage of available TIF revenues based on percentage of cumulative Eligible Activity expenses for each party from invoices approved by the MBRA for each party as of its July meeting each year. If, for any reason, any party is unable to meet their covenants and obligations under the Agreement, all available Brownfield Tax Increment Revenues under Section 2.4(d) will transfer to the other parties for the annual reimbursement.

If, during the fourth (4th) through the twelfth (12th) year of the Amortization Period, the amount of Brownfield Tax Increment Revenues for any given tax year is less than the amount needed to cover the City's or MBRA's debt service obligations (including principal and interest and Transaction Costs on debt not to exceed \$20,000,000) for Eligible Activities, the Developer will be responsible to pay to the City and/or the MBRA the amount of such shortfall. Any such payment shall be credited to the Developer as an Eligible Activity obligation for future reimbursement from Brownfield Tax Increment Revenues. Interest shall not be applied to any such credit.

If, at any time during the Amortization Period, any portion of the land comprising the Roundhouse/MSD Site or any improvements thereon is conveyed, re-conveyed, or sold to any tax-exempt entity or for tax-exempt purposes, including, but not limited to, the owner of the Replacement Hospital becoming a 501(c)(3) corporation under the U.S. Internal Revenue Code, the Developer or the then owner of the Replacement Hospital will be required to pay the remaining balance of the bond obligation for Eligible Activities under the Brownfield Plan and Act 381 Work Plan. The Developer shall have no obligation to reimburse to the City and/or the MBRA its debt service obligation, including

principal and interest and Transaction Costs, for debt in excess of the principal amount of \$20,000,000.

It is anticipated that there will be sufficient Brownfield Tax Increment revenues to meet the obligations of the parties under the Agreement. However, if the Developer Project does not result in sufficient revenues to repay such obligations, the Developer agrees and understands that they will have no legal claim or other recourse of any kind or nature against the MBRA except from available captured Brownfield Tax Increment Revenues for reimbursement under Section 2.4(d).

It is expressly understood and agreed that the reimbursement (debt obligation) of the MBRA is subject to the following conditions:

- (1) Approval of the Act 381 Work Plan by the MBRA and, for state tax capture, the Michigan Department of Environmental Quality for Environmental Eligible Activities and the Michigan Strategic Fund for Non-Environmental Eligible Activities;
- (2) The City and Developer shall have performed all of the covenants, obligations, terms and conditions to be performed by them pursuant to the Agreement or other agreement with the MBRA, and all preconditions to the performance of the Developer respectively have been satisfied;
- (3) There are adequate Brownfield Tax Increment Revenues; and
- (4) The Developer shall pay the real and personal property taxes levied on any portion of the Development for which the Developer is responsible on or before the date the same are payable without interest or penalty. Any appeal to real and personal property tax assessment shall apply to the current tax year only.

Section 2.5 Indemnification of Indemnified Persons.

- (a) The Developer shall be considered an independent contractor and not an agent or employee of either the MBRA or the City. Nor shall any agent or employee of the Developer be considered an agent or employee of the MBRA or the City. The Developer shall remain responsible for any claims arising out of their own acts or omissions during the performance of the Agreement, as provided by law. Additionally, the Developer, the City, and MBRA shall not be considered engaged in a joint venture or partnership.
- (b) The Developer shall indemnify, defend and hold the Indemnified Persons harmless from any loss, expense (including reasonable counsel fees) or liability

of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership or operation, use or maintenance of the Developer Project from and after the date hereof. If any suit, action or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the Developer and the Developer shall defend such Indemnified Person with counsel selected by the Developer, which counsel shall be reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Developer and the Developer shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the Developer may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The Developer shall not be liable for payment or settlement of any such claim or proceeding made without its consent.

- (c) The Developer shall not be obligated to indemnify any Indemnified Person under subsection (b) if the liability arises out of the Indemnified Person's negligence, willful misconduct or breach of the Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any indemnified Person.
- (d) The Developer also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in enforcing any obligation of the Developer under the Agreement or any related agreement.

Section 2.6 Separate Covenants and Obligations. Except as expressly provided in paragraph 2.4, the City's and Developer's covenants and obligations are separate covenants solely running to and enforceable by the MBRA, MDEQ and/or MSF as provided by law, and by no other party, person, or entity. Unless otherwise expressly provided in the Agreement, a breach or default by City or the Developer of its obligations to MBRA shall not constitute a breach or default of the Agreement or bar enforcement or claims by the other parties. No third party beneficiary rights, interests, or claims are created by implied contract, operation of law, or any other means.

ARTICLE 3

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE DEVELOPER AND THE CITY

Section 3.1 Conditions Precedent to Developer's Obligations to Acquire and Construct the Developer Project. The obligations of Developer to acquire and construct the Developer Project, as contemplated herein, are subject to the following

conditions precedent which must be satisfied by the City or the MBRA, as required herein, or waived by the Developer, except as specifically provided herein:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Developer, City, or MBRA is a party contesting the validity or binding effect of the Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 - (1) A material adverse effect upon the ability of the MBRA to collect and use Tax Increment Revenues to repay its obligations under the Agreement.
 - (2) A material adverse effect on the ability of the City or the MBRA to issue Bonds.
 - (3) A material adverse effect on the Developer's, the City's, or MBRA's ability to comply with the obligations and terms of the Agreement, the Plan, or the Bonds.
- (b) There shall have been no Event of Default by the MBRA and the City and no action or inaction by the MBRA and the City which eventually with the passage of time could become an Event of Default.
- (c) The MBRA shall have performed all of the terms and conditions to be performed by them pursuant to the Agreement.
- (d) MDEQ shall have approved the Act 381 Work Plan for Environmental Eligible Activities and MSF shall have issued its approval for Development Eligible Activities.

Section 3.2 Conditions Precedent to City's and/or MBRA Obligations to Construct the Public Improvements. The obligations of City and/or MBRA to construct specified components of the Public Improvements, borrow or pursue the Borrowing for such specified components, as contemplated herein, are subject to the following conditions precedent which must be satisfied as required herein, except as specifically provided herein or otherwise waived by the City and/or the MBRA:

- (a) The purchase of the Roundhouse/MSF property has been completed by the Developer in accordance with the understandings outlined in the MOU.
- (b) Dismissal by the Developer of all property tax appeals for the existing Marquette General Hospital property.

- (c) A development agreement has been executed between the Developer and the City of Marquette for the coordination, construction contracts, and financial responsibilities for the development of the Brownfield Eligible Activity Public Improvements outlined in Exhibit E.
- (d) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Developer, City, or MBRA is a party contesting the validity or binding effect of the Agreement or the validity of the Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 - (1) A material adverse effect upon the ability of the MBRA to collect and use Tax Increments to repay its obligations under the Agreement.
 - (2) A material adverse effect on the ability of the City or the MBRA to issue Bonds.
 - (3) A material adverse effect on the Developer's, the City's or MBRA's ability to comply with the obligations and terms of the Agreement, the Brownfield Plan, or the Bonds.
- (e) There shall have been no Event of Default by the City or the MBRA .
- (f) The Developer, the City and the MBRA shall have performed all of the terms and conditions to be performed by it pursuant to the Agreement.
- (g) Tax Increment Revenue and other needed revenue are assured, in the MBRA's sole reasonable judgment, from actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the debt or other financing obligations for Eligible Activities of the City and/or MBRA included in the Brownfield Plan and Act 381 Work Plan.
- (h) MDEQ has approved the Act 381 Work Plan for Environmental Eligible Activities and MSF has issued its approval for Development Eligible Activities.
- (i) The City has approved the Borrowing in accordance with law, without referendum or following a referendum which sustains the bonds. Provided that the decision to pursue a referendum vote, if requested, shall be within the discretion of the City Commission.
- (j) No condition or event or action, suit, proceeding, investigation is occurring or threatened to occur that would affect the validity or binding effect of the

Agreement or the Brownfield Plan, which could result in one (1) or more of the following effects:

- (1) A material adverse effect upon the ability of the MBRA to collect and use Brownfield Tax Increment revenues or other relied-upon revenue to pay the Borrowing or for the Public Improvements;
 - (2) A material adverse effect on the ability of the City to acquire or construct the Public Improvements;
 - (3) A material adverse effect on the ability of the City or MBRA to borrow or issue or sell bonds;
 - (4) A material adverse effect on the Developer's, MBRA's, or City's ability to comply with the obligations of the Agreement, the Brownfield Plan, or the Borrowing.
- (k) There has been no change in statutes or other law that would have one or more of the following effects: prevent the actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the debt or other financing obligations for Eligible Activities of the City and/or MBRA included in the Brownfield Plan and Act 381 Work Plan.
- (l) There has been no Event of Default by the Developer.
- (m) The City and/or Developer have received the consent of any affected utility for relocation, burial or other activity necessary to construct the Public Improvements.
- (n) Documentation of financial commitment to construct the Developer Project is provided in a form acceptable to all parties to the Agreement.

ARTICLE 4 **COVENANTS OF THE MBRA**

Section 4.1 Adoption of Plan. The MBRA and City Commission will have approved the Brownfield Plan and Act 381 Work Plan which provides for the payment of MBRA Administrative and Transaction Costs and the preparation and approval of the Brownfield Plan and Act 381 Work Plan, and reimbursement to the City and Developer Eligible Activities expenses that have been conducted, completed and approved in

accordance with the scope and terms of the Agreement, the Brownfield Plan, and Act 381 Work Plan.

Section 4.2 Completion of Eligible Activities. Upon the satisfactory completion of the Eligible Activities by the Developer and/or City as described in Exhibits A, B or C, the MBRA shall, to the extent Brownfield Tax Increment Revenues are available, reimburse the Developer, the MBRA and/or City in accordance with the terms set forth in the Agreement. If the Developer or City incurs any expenses or costs for any activities other than the Eligible Activities or the costs exceed the Maximum Costs of Eligible Activities as set forth in Exhibit A, as amended or supplemented, the Developer or City shall bear such costs without any obligation on the part of the MBRA. If the costs of Eligible Activities set forth in the Brownfield Plan and Act 381 Work Plan, as amended or supplemented, are less than such maximum cost, then the Developer or City shall have no further right of reimbursement beyond their actual costs.

Section 4.3 MBRA or Contract Manager Oversight. The MBRA may retain the services of a qualified contract manager for the purposes of reviewing the activities, invoices, and accounting by the Developer or City to determine if they are fair, reasonable, and constitute Eligible Activities within the meaning and scope of the Agreement, the Brownfield Plan, the Act 381 Work Plan, and Act 381. The Developer or City shall provide to the MBRA and its Contract Manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of its discretion. It is expressly understood that the MBRA has no right to control, direct or to exercise any control over the actual services or performance by the Developer or City of the Eligible Activities or of the Developer Project or the Public Improvements, except as to assurance that the Developer and the City have met the conditions and requirements of the Agreement.

ARTICLE 5

CONDITIONS PRECEDENT TO MBRA OBLIGATIONS

Section 5.1 Conditions Precedent to MBRA's Obligation to Carry Out Its Obligations Under Agreement. The obligations of the MBRA for reimbursements of costs to the Developer and City for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the Developer and City as required herein, except as expressly provided in the Agreement or otherwise waived in writing by the MBRA. It is expressly agreed that the MBRA makes or gives no assurance of payment to the Developer or City by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan and/or Act 381 Work Plan, or as hereafter supplemented or amended, and that it shall have the right to review and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by any

consultant, contractor, or subcontractor under the Agreement. However, so long as an Eligible Activity by the Developer or City has been approved and is authorized by Act 381, has been completed and approved in accordance with the following procedure and the Agreement and to the extent Brownfield Tax Increment Revenues are available, the Developer or City shall be entitled to reimbursement for its Eligible Activities expenses. The approval of the Brownfield Plan, Act 381 Work Plan, or the project budget described below is not a guarantee that there will be sufficient Tax Increment Revenues to reimburse the Eligible Activities, and if for any reason, the revenues are insufficient or there are none, the Developer and City assume full responsibility for any such loss or cost.

- (a) The Developer or City shall submit invoices of its Eligible Activities expenses and a written statement demonstrating a factual basis that it has completed the Eligible Activities to the MBRA for review and consideration of approval within twenty-four (24) months after the Developer Project is allowed by law to accept patients. Submission of a request for reimbursement by Developer and the City for their Eligible Activity expenses will include the following information as may be required by the MBRA:

- (1) a written statement detailing the costs;
- (2) a written explanation as to why reimbursement is appropriate under the Brownfield Plan;
- (3) Copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services; and
- (4) A statement from the engineer and project manager overseeing the work on behalf of the Developer or the City recommending payment.

Documentation of the costs incurred shall be provided including proof of payment, liens waivers, and detailed invoices for the costs incurred in sufficient detail to determine whether the costs incurred were for Eligible Activities. The Authority shall not be required to reimburse any request that is not submitted within twenty-four (24) months after the Developer Project is allowed by law to accept patients. The Developer and the City may submit a reimbursement request including such information whenever it is available even though Tax Increment Revenues for the reimbursement may not be available for many years thereafter.

- (b) Within 60 days after an invoice is submitted under (b) above, the MBRA Director or contract manager shall review and approve or reject the reasonableness of the invoice and activity as eligible and, if recommended, shall present the invoice to

the MBRA for approval. If the MBRA determines all or a portion of the requested payment is for Eligible Activities and is accurate, it shall see that the portion of the payment request that is for Eligible Activities and is accurate is processed as provided in subparagraph (d) below. If the MBRA disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Activities, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have twenty-eight (28) days to address the reasons given by the MBRA and shall have an opportunity to meet with the MBRA's representatives or, if the MBRA consents, to meet with the MBRA to discuss and resolve any remaining dispute. In doing so, the Developer shall provide the MBRA a written response to the MBRA's decision and the reasons given by the MBRA. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in paragraph 5.1(e) below. It is expressly agreed that the MBRA does not make or give any assurance of payment to the Developer or City by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan or Act 381 Work Plan and that the MBRA shall have the right to review and approve or deny reimbursement for any invoices for Eligible Activities based on whether the request for payment is not an item identified as Eligible Activities under Act 381, the Brownfield Plan or the Act 381 Work Plan.

- (c) Once it approves any request for payment as Eligible Activities and approves the accuracy of such costs, the MBRA shall pay in a manner consistent with paragraph 2.4 of the Agreement to the Developer and the City the amounts for which submissions have been made pursuant to paragraph 5.1(b) of the Agreement as the MBRA receives Tax Increment Revenues as directed by the Brownfield Plan, until all of the amounts for which submissions have been made have been fully paid to the Developer, City, and MBRA, or the Brownfield Plan expires, or the repayment obligation expires, whichever occurs first. Payment for approved invoices from Tax Increment Revenues from the Development will be made in September and November of each year, unless otherwise agreed to by the parties.
- (d) If there is a dispute over whether a cost submitted by the Developer or the City is an Eligible Activity, the dispute shall be resolved by an independent qualified professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a professional, then each party (the City, the MBRA, and the Developer) shall appoint an independent qualified professional to review the MBRA's decision, provided that each party chooses a professional that has not been directly employed by or provided services to that party for a period of two (2) years before the date of proposed appointment. If and to the extent that two of the three qualified professionals so selected agree that costs submitted are

eligible pursuant to the Brownfield Plan and was previously approved by the MBRA, this shall constitute an award, and the Developer or the City shall be reimbursed those costs in accordance with the Agreement. In addition, any such award may be used as the basis for the Marquette County Circuit Court rendering judgment that such award constitutes a final decision under statutory arbitration.

- (e) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Developer, City or MBRA is a party contesting the validity or binding effect of the Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 - (1) A material adverse effect upon the ability of the the City or the MBRA to collect and use Tax Increments to repay its obligations under the Agreement.
 - (2) A material adverse effect on the ability of the City or MBRA to issue Bonds.
 - (3) A material adverse effect on the Developer's, MBRA's or City's ability to comply with the obligations and terms of the Agreement, the Plan, or the Bonds.
 - (4) There shall have been no Event of Default by the City or the MBRA.
- (f) The Developer, the City and the MBRA shall have performed all of the terms and conditions to be performed by it pursuant to the Agreement.
- (g) The MBRA shall confirm that Tax Increment Revenue and other needed revenue exist or will exist, for actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the debt or other financing obligations for Eligible Activities of the City and/or MBRA included in the Brownfield Plan and Act 381 Work Plan.
- (h) MDEQ has approved the Act 381 Work Plan for Environmental Eligible Activities and MSF has issued its approval for Development Eligible Activities.
- (i) The Developer or the City has secured proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land use and development.

- (j) There has been no change in statutes or other law that would have one or more of the effects described in paragraph 5.1(e) above.
- (k) The City and Developer have received the consent of any affected utility for relocation, burial or other activity necessary to construct the Public Improvements.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations and Warranties of MBRA. MBRA represents and warrants to the Developer that:

- (a) MBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to that act to enter into and perform the Agreement.
- (b) The execution and delivery of the Agreement has been duly authorized by all requisite action on the part of the MBRA, and the Agreement constitutes a valid and binding agreement of the MBRA enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Neither the execution nor delivery of the Agreement nor the consummation of the transactions contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, or any agreement to which the MBRA is a party or by which the MBRA is bound.

Section 6.2 Representations and Warranties of the Developer. The Developer represents and warrants to the MBRA that:

- (a) The Developer (i) is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of such state to carry on its business as now being conducted; (ii) is duly qualified to do business in the State of Michigan, and (iii) has the power and authority to consummate the transactions contemplated under the Agreement by the Developer.
- (b) There is no material violation or default by the Developer of any provision of its Articles of Organization or Operating Agreement, or under any indenture,

contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject, and compliance with the terms, conditions and provisions of the Agreement does not conflict with and will not result in or constitute a breach of or default under any of the foregoing, wherein default, breach or violation would materially and adversely affect any of the transactions contemplated by or the validity of the Agreement.

- (c) The execution and delivery of the Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Developer and the Agreement constitutes a valid and binding agreement of the Developer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (d) Except as a part of the performance and completion of eligible activities under the terms of the Agreement, the Developer and their contractors or subcontractors shall not use the Site for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Site, and shall obtain all necessary permits in connection therewith.
- (e) The Developer warrants that they will comply with all obligations, covenants and conditions required of it or its agents or contractors under the terms of the Agreement.

ARTICLE 7 **INSURANCE**

Section 7.1 Insurance. The Developer, City and any contractor(s) or subcontractor(s) shall purchase and maintain insurance not less than the limits set forth below as applicable and necessary. The Developer, City, and any contractor(s) and subcontractor(s) shall maintain such other insurances as they deem appropriate for their own protection.

- (a) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

- (b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- (d) Contractor's Pollution Liability Insurance provided by Contractors, sub-contractors and site work contractors engaging in environmental response activities, covering any sudden and non-sudden pollution or environmental impairment, including clean up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence (with first party and third party coverage).

Section 7.2 Cancellation Notice. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the MBRA.

Section 7.3 Additional Insured. The Commercial General Liability Insurance, Motor Vehicle Liability Insurance, Professional Liability Insurance, and Auto Pollution Liability Insurance, as described above, held by the Developer and their Environmental Consultant, contractors and subcontractors, shall have an endorsement including the City of Marquette and the Marquette Brownfield Redevelopment Authority as additional insureds.

Section 7.4. Proof of Insurance. The Developer or any contractor or subcontractor will submit annually copies of certificates of insurance for each of the policies mentioned above to the Authority

ARTICLE 8

REMEDIES AND TERMINATION

Section 8.1 Alternative Dispute Mediation. On those occasions when a dispute arises between the parties to the Agreement, and for disputes not related to those governed by paragraph 5.1(d) of the Agreement, the parties shall be compelled to seek an alternative means of resolving the dispute as a condition precedent to litigation. Therefore, the parties agree to the following terms and conditions:

- A. The party bringing a claim shall give notice to the other party and, in writing, propose a meeting in which to discuss and attempt to resolve the claim within seven (7) days after the claim arises.
- B. In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said seven (7) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of twenty-one (21) days after the initial meeting between the parties. The mediator shall render his/her decision within ten (10) days of meeting with the parties. In the event that the mediator does not render a decision within said time-period, the party bringing the claim shall have the right to proceed with litigation.
- C. The purpose of the mediator is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award. Either party may reject the award or the mediator's decision and proceed to litigate the matter in a court of competent jurisdiction.
- D. During the pendency of the alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of the mediation process shall be tolled.

Section 8.2 Remedies for Default. The MBRA or the non-defaulting party will provide notice to the defaulting party of the nature and extent of the default. The defaulting party will have forty-five (45) days to remedy the default.

Section 8.3 Remedies upon Default. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to terminate the Agreement with the defaulting party or, at the election of such non-defaulting party, may obtain any form of relief permitted under the applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction.

ARTICLE 9

TIME OF PERFORMANCE

Section 9.1 Time of Performance. Each of the parties shall undertake best commercial efforts to perform the obligations to be performed by it set forth in the Agreement by the times specified in the Project Schedule, as applicable, except to the extent that Force Majeure causes a delay in performance, and in such event, the time for performance shall be extended by the period of Force Majeure.

ARTICLE 10
MISCELLANEOUS

Section 10.1 Term. The term of the Agreement shall commence on the date first written above and shall expire upon payment in full of MBRA's obligations under the debt obligation.

Section 10.2 Assignment of the Agreement. Without the consent of MBRA or the City, Developer shall have the right to assign its rights to reimbursement under this Agreement to (i) LifePoint Hospitals, Inc. ("LifePoint") or any person, firm, corporation or other entity who is the purchaser of all or substantially all of the outstanding shares of capital stock of LifePoint, the purchaser of substantially all of the assets and business of LifePoint or successor to substantially all of the business and assets of LifePoint by corporate merger or consolidation with or into LifePoint (collectively, the "LifePoint Successor"), (ii) any subsidiary or other entity owned at least fifty-one (51%), directly or indirectly, by Developer, LifePoint or any LifePoint Successor, (iii) any person, firm, corporation or other entity who is the purchaser of all or substantially all of the assets of Developer or is the successor to substantially all the assets and business of Developer by virtue of a corporate merger or consolidation of, with or into Developer, (iv) any general partner of Developer, or (v) any person, firm, corporation or other entity who is the purchaser or shall otherwise become the owner of all or substantially all of the assets of the replacement hospital to be constructed on the Eligible Property. Developer shall provide written notice to MBRA and the City of any such permitted assignment no later than the effective date of such assignment.

Section 10.3 Notices. All notices, certificates or communications required by the Agreement to be given shall be in writing and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to MBRA:

Sheri Davie, Executive Director
130 W. Washington Street
Marquette, Michigan 49855

If to the City:

William E. Vajda, City Manager
City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855

If to the Developer:

DLP Marquette General Hospital, LLC
330 Seven Springs Way
Brentwood TN 37027
Attn: Tom Butler

With a copies to:

DLP Marquette General Hospital, LLC
330 Seven Springs Way
Brentwood TN 37027
Attn: Vice President - Real Estate

Jeffrey A. Calk, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

or to such other address as such party may specify by appropriate notice.

Section 10.4 Amendment and Waiver. No amendment or modification to or of the Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of the Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 10.5 Entire Agreement. The Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in the Agreement.

Section 10.6 Execution in Counterparts. The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 10.7 Captions. The captions and headings in the Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of the Agreement.

Section 10.8 Applicable Law. The Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 10.9 Mutual Cooperation. Each party to the Agreement shall take all actions required of it by the terms of the Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to the Agreement and with any individual entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Improvements or the Project, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way, permits, licenses, approvals and any other permissions necessary for the construction or operation thereof. Each party to the Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of the Agreement including, but not limited to, such documents or agreements as may be required by the Developer's lender with respect to the Project to secure the Developer's financing from such lender. Each party to the Agreement also shall use its best efforts to assist the other parties to the Agreement in the discharge of their respective obligations hereunder and to assure that all conditions precedent to the issuance of the Bonds and the completion of the Project are timely satisfied.

Section 10.10 Binding Effect. The Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 10.11 Brokerage Fees. The MBRA, Developer, and City represent and warrant to the others that no broker or finder has been engaged in connection with the Agreement.

Reimbursement Agreement
DLP Marquette General Replacement Hospital


FINAL: December 15, 2014

IN WITNESS WHEREOF, the MBRA, City, and Developer have caused the Agreement to be duly executed and delivered as of the date first written above.

DEVELOPER

By: 
DLP Marquette General Hospital, LLC
Its: 12/15/14

MARQUETTE BROWNFIELD
REDEVELOPMENT AUTHORITY

By: 
Kellie Holmstrom
Its: Chairman

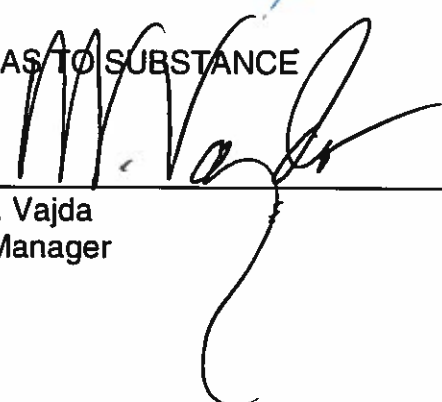
APPROVED AS TO FORM:

By: 
Ronald D. Keefe
City Attorney

CITY OF MARQUETTE

By: 
J. Michael Coyne
Its: Mayor

APPROVED AS TO SUBSTANCE

By: 
William E. Vajda
Its: City Manager

EXHIBITS

EXHIBIT A: BROWNFIELD PLAN

**EXHIBIT B: ACT 381 WORK PLAN FOR NON-ENVIRONMENTAL
ELIGIBLE EXPENSES**

- EXHIBIT C: ACT 381 WORK PLAN FOR ENVIRONMENTAL
ELIGIBLE EXPENSES (to be included after MDEQ
approval)**
- EXHIBIT D: LOCAL SITE REMEDIATION REVOLVING FUND
ALLOCATION**
- EXHIBIT E: BROWNFIELD ELIGIBLE ACTIVITY
RESPONSIBILITIES**

EXHIBIT A: BROWNFIELD PLAN

**EXHIBIT B: ACT 381 PLAN FOR MSF NON-ENVIRONMENTAL
ELIGIBLE ACTIVITIES**

**EXHIBIT B: ACT 381 PLAN FOR MDEQ ENVIRONMENTAL
ELIGIBLE ACTIVITIES**

(to be added after MDEQ approval)

EXHIBIT D: LOCAL SITE REMEDIATION REVOLVING FUND ALLOCATION

Deposits into the Local Site Remediation Revolving Fund will be made in accordance with Section 2.4 and the following schedule at a minimum, with Year 1 defined as the first year of Brownfield Tax Increment Revenue Capture:

Years	Percentage of Total Tax Increment Revenues
Year 1 - 5	0%
Year 6 - 10	2.5%
Years 11 - 15	5.0%
Year 15 – until Eligible Activity Obligation is met	7.5%
Balance	100%*

*The allocation will remain at 7.5% until all Developer, City, and MBRA obligations are met.

The MBRA shall provide an annual accounting of all State tax increment revenues and local tax increment revenues separately and any expenses from the LSRRF, provided by Eligible Property by Eligible Activity.

The LSRRF shall be managed in accordance to the provisions of Act 381, P.A. 1996 as amended.

EXHIBIT E: BROWNFIELD ELIGIBLE ACTIVITY RESPONSIBILITIES

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2017

New Business

Extended Park Hours for Dark Sky Viewing

BACKGROUND:

All hours in City parks are currently 7:00 a.m. until 11:00 p.m. The Marquette Astronomical Society has requested the City Commission consider approving a trial period for a Dark Sky Park at Presque Isle Park. The trial period would involve extending the park hours for the southwest portion of Presque Isle Park to 1:00 a.m. on every Friday and Saturday night through the month of October, 2017. On these nights the two gates for the drive around the island (one at the gazebo and one at the pavilion) would be locked at 11:00 p.m. and the area beyond the gates closed. Public would be allowed to drive to the pavilion and view the night sky from that area.

Staff has worked with Marquette Astronomical Society to reach this compromise. Marquette Astronomical Society has presented this trial period proposal to the Presque Isle Park Advisory Committee and Parks and Recreation Advisory Board who both unanimously recommended the proposal for Commission consideration. The Marquette Police Department has agreed to monitor the park during the trial period.

FISCAL EFFECT:

No City funds will be incurred with the approval of this item.

RECOMMENDATION:

Approve the proposal for allowing public limited access to the southwest area of Presque Isle Park until 1:00 a.m. Fridays and Saturdays now through the month of October for the purpose of night sky viewing and authorize the City Manager to extend the park hours to that area for the duration of the period.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ❑ Parks and Recreation Advisory Board Minutes
- ❑ Presque Isle Park Advisory Committee Minutes
- ❑ City Code-Park Hours
- ❑ Dark Sky Map

*City of Marquette
Parks and Recreation Advisory Board
Board Minutes*

Meeting date: Monday, July 17, 2017

Call to Order: A regular meeting of the Parks and Recreation Advisory Board was held in Citizens Forum Room, Lakeview Arena, Marquette, MI on July 17, 2017. The meeting convened at: 6:01 pm. Quorum present.

Roll Call: Members of the Board in attendance were Lynn Laakso (Chair), Sarah Peurakoski (Secretary), Tim McIntosh, Chris Bouws, John Kurkowski and Bob Lambert. In addition, city staff: Jon Swenson.

Approval of Agenda: PRAB members reviewed the agenda. John made the motion, Bob seconded. All in favor, none opposed.

Announcements: SAIL is hosting an Access for All – ADA 27th Anniversary celebration from 2 – 4pm, July 26 at the Marquette Commons. Free for all persons with or without disabilities that will include root beer floats and adaptive bicycles for the community to try out.

Presentations: Dark Sky Park Proposal, Larry Buege – Dark Sky Group came forward to the City about 1 year ago to make goal of Presque Isle Park a dark sky park. The City is concerned about the safety issues on the island recently with deaths and unauthorized camping, etc. The Dark Sky group has been showing interest in educating the public about the dark sky situation and the City feels that there is a proposal that may be workable to have Presque Isle Park a dark sky park. In August 21st, there will be a dark sky, however, a presentation is scheduled on August 9th at 7pm at PWPL meeting with astronomer's panel to discuss safety. Jon gave us a history and mentioned that they are looking for PRAB to review and then also complete a vote by PIPAC.

Proposal: Trial period of August – November 1st on Friday/Saturday evening only per City Commission review. Gate would be closed for normal hours at pavilion/gazebo. The lights would be turned off at pavilion area at Zone 3 and 4 for dark sky viewing. The main gate would be closed by 1:00am to extend its normal closing at 11pm. Dark sky enthusiasts would be able to observe for this extended two hour period. PRAB members discussed options and questioned presenter.

Motion: John motioned that PRAB support the dark sky park initiative and restrict access to the trial period as stated above pending PIPAC review. Bob seconded. All in favor, none opposed.

Approval of Minutes: Minutes of the June 19, 2017 meeting of the Parks and Recreation Advisory Board were approved as printed and distributed to the members of the board. Bob made the motion, Tim seconded. All in favor, none opposed.

Public Comment: John Macqueen, 2202 Fitch Ave. – Question regarding beaches and access for dogs since the Clark Lambros Park has taken away an “unauthorized” dog beach. Lynn answered the question by citing the City Master Plan to add a dog park area within the city.

Old Business:

Lakeview Solar Potential: Last month Jon mentioned that he would be meeting with Rich Vanderveen however, he is not the appropriate person at BLP. Instead, his job was looking for larger areas than what Lakeview has to offer. Right now, the City is gathering information to figure out what to do when the buyback rate for commercial is released. Due to changes in staffing at BLP, the rates are not voted on yet.

New Business:

Private Businesses in Public Parks Policy – Referenced the City of Ann Arbor park ordinance about “persons excluded from parks”. Munising also has some language but there is not an official policy. At this time, more in depth information will be forthcoming.

Membership, Electing Officers – Table for next month’s meeting.

Directors Report:

Grants update: Waiting on word on Williams Park Tennis/Basketball ADA court, Trust Fund grant application. Waiting on Legislature to approve Waterways grant for Presque Isle marina.

Project update: Working on Father Marquette accessibility project from a grant and moving forward to bidding stage. Bid closing is July 25th. Other grants that are moving into Project Phase are the Tourist Park family pods and the Tourist Park playground. There is a small debate about the location of the playground due to visiting campers, by the water, comments from user groups, etc. Jon would like the debate to be discussed before next fall. Playgrounds for All group is working on fundraising for the Mattson Lower Harbor Park playground replacement. This would work towards the Trust Fund grant cycle next year. It would cost around \$550,000.

Marina update: Kevin Dowling as Marina Manager is going well, working well with boaters, working well with staff, etc. A few issues with failures of equipment at marinas, etc. Two pump out machines are on city property from the Clean Vessels Act with the Frazier Fund covering the match. Just need to get those installed.

Lakeview Arena: A new lease is being worked on so that Superior Hockey can move into the space. No major infrastructure updates for the summer at Lakeview Arena.

Coast Guard property: It’s been an odd year. 30 people attended the walk through on the property. Consultant received new comments and ideas for the property. He is working on formulating a draft of the comments for the PRAB. Then, it would be a city work session and then a city commission review. Hoping to wrap up by September.

Tourist Park: Slow start but matched with last year’s revenue.

Special Events: Hiawatha Music Festival July 21 – 23; City is requiring festival goers are requested to not bring firewood and no use of their hammocks on the trees. Art on the Rocks/Outback Art Fair, July 28 – 29. August is also chock full of events: Guts Frisbee, August 3-4, Ore to Shore, August 11 – 12, Harbor Fest, Beer Fest – September 9th, etc. All special events have implemented a rain plan for contracts.

Presentations Continued:

Public Art Task Force – cancelled due to illness

Adjournment: August 21, 2017 at 6:00 pm in the Citizen’s Forum Room – Lakeview, Marquette, MI was fixed as the time and place of the next regular meeting. The July 17th meeting was adjourned at 7:27 pm. Moved by John.

Respectfully Submitted by,

Sarah Peurakoski

Date of Approval

*City of Marquette
Presque Isle Park Advisory Committee
Minutes
Presque Isle Park Pavilion*

Meeting date: August 9, 2017

Call to Order: A regular meeting of the Presque Isle Park Advisory Committee was held in Marquette, Michigan. The meeting convened at 5:30 P.M. on 8/9/2017, at the Presque Isle Pavilion with Chair Samuel Crowley presiding; Phil Watts, Secretary.

Members of the Board in attendance were: Barbara Coleman, Samuel Crowley, Maura Davenport, Elizabeth Drum, Theresa Hamari, Natasha Koss, Joshua Morrison, Linda O'Brien, Teri Rockwood, Terry Szczepanski, Phillip Watts. Members not in attendance were: Elizabeth Drum, Bill Thompson – both excused

Approval of Agenda: Motion to Approve – Barb Coleman second Maura Davenport. Approved

Approval of Minutes: Minutes of the June 14, 2017 meeting of the PIPAC were approved as printed and distributed to the members of the board. Motion by Terry Szczepanski pending deletion of incorrect next meeting date. Maura Davenport seconded. Approved

Announcements:

Public Comment: None

Director's Report:

1. Parks Usage- The park has been very busy with visitors this summer. Superior Kayaking has begun their tours.
2. Reservation Calendar- All facilities are busy with graduation parties and weddings. Reservations are continuing to pick up for the summer.
3. Leave No Trace- Police are continuing to enforce many of the issues that we have discussed from hammocks to lock ins. I have not had a chance to discuss continuing education with Barb, but we are looking forward to work working with the NMU Outdoor Recreation and Leadership Management program for more educational opportunities. Another issue I would like to include as a part of this is people feeding the wildlife and other encounters.
4. Attached in the packet were photos from a recent check at the park of erosion from the winter. Damage was minimal as there was very little ice this year. The water levels are high, and this could pose an issue if there are any major storms. The bulk of the damage in the pictures is from run off during the spring. At this point no additional action is required and City Staff will continue to monitor this.
5. City maintenance staff are planning on constructing the new fence to block off the path form the Blackrock parking area and install signage within the next few weeks. Staff are behind on work orders and soon switch gears to begin the moving process for our new service center. Phase II is currently budgeted for and once approved, staff will finish plans to repair damage at the top of the path and in the heavily eroded areas at the top of the hill. Once a concrete date is announced, staff will look to educate the public about this project.

Old Business:

1. Dark Sky compromise proposal
 - a. Motion by Terry: PIPAC supports the Dark Sky Initiative and the Parks & Recreation recommendation. Natasha second. Discussion and questions: The trial period will be evaluated. Larry Buege attended and was asked to provide a brief review. Zones 1 (area around Kawbawgam Grave and overlook) and Zone 2 (Blackrocks area from Sunset Point back to cliff diving area) are historically most dangerous. The Zone 3 and 4 areas including the Pavilion parking area are safest.
 - b. Motion to support passed.
2. Land Use Policy – Tabled for next meeting. An Agenda item for the September meeting will be the congestion along the road on hill to Sunset Point.
3. John B. Anderton Trail System/Kawbawgam's Grave – Andrew displayed the final sign and congratulated Liz Drum on the design. An internal email exchange will enable a dedication date to be set for the fall. Installation date for the sign is not known yet. Kawbawgam's Grave update – Waiting to hear back from some contacts. Information will be put on webpage.

New Business:

No New Business.

Member Comments:

1. Terry expressed frustrations with delays in getting things done; specific reference to the Kawbawgam Grave issues.
2. Theresa mentioned discovery of burial ashes found on rocks. Is this something the city should be aware of? She has also noticed park personnel on duty and gives complements.
3. Barb commented on the NMU Health Challenge regarding beach clean-up. Analysis revealed 60% of material removed was cigarette butts. National average is about half this.
4. Natasha announced a Tail-gate event of Mqt Chamber of Commerce at Presque Isle, August 16th, 5:00-7:00 pm. Some discussion about non-contract kayak business at this event. This is likely not appropriate due to contract with Superior Kayaking. Sam reported the Superior Kayaking contract requires them to operate under specific standards and guidelines.

Adjournment: September 13, and the Citizen's Forum room at Lakeview Area, were fixed as the time and place of the next regular meeting and the August 9 meeting was adjourned at 6:21 pm.

Respectfully Submitted by

Phillip B. Watts
Presque Isle Park Advisory Committee

Date of Approval

Sec. 33-1. - Operating hours.

All city-owned parks, playgrounds and parking lots shall be closed at times set forth under the direction of the city manager.

- (a) Operating hours will be determined by the city manager. The chief of police or his designate may order any city-owned park, playground, parking lot or publicly owned area immediately closed if he determines any of the following exists:
 - (1) There exists a public crisis, emergency, civil disturbance within any city-owned park, playground, parking lot or other publicly owned area, or within such proximity thereto as to create a danger to persons or property within the city.
 - (2) Injuries to persons or damage to property have occurred or there is a probability that the same will occur and that the public safety is imperiled, and there is apprehension of further danger to persons or property.
 - (3) Persons have gathered and remained in a city-owned park, parking lot, playground or publicly owned area in such numbers that the chief of police or his designate from the police department determine that said assemblage of persons at one time causes any of the following conditions to exist:
 - a. Obstruction of the free passage of pedestrians or vehicles within the parking lot, nearby streets or publicly owned areas.
 - b. Any disturbances or annoyances of the comfort and repose of others, including surrounding residents and passersby.
 - (4) *Penalties for violation.* A person who violates any provision of this section is responsible for a municipal civil infraction and subject to enforcement procedures and penalties as set forth in this Code, [section 30-35].
- (b) It shall be unlawful for any person, excepting law enforcement officers or other persons on official city business, to be within the confines of any city-owned parks, playgrounds, parking lots, or publicly owned area in violation of the terms of this section.

(Ord. No. 577, § 1, 5-9-2011)

