City of Marquette, MI

Meeting Agenda
City Commission

Monday, April 13, 2026
6:00 PM
Commission Chambers

300 West Baraga Ave
Marquette, Michigan
49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Peter White Public Library, by Library Director Andrea Ingmire

Public Hearings

2. Vault Brownfield Plan Amendment - Roll Call Vote

Consent Agenda - Roll Call Vote

3. **Consent Items**

a. Minutes of the 03-30-26 City Commission regular meeting

b. Approve the total bills payable in the amount of $1,005,691.62

c. 2026 Fireworks Permit

d. Biosolids Hauling Contract

e. Friends of the Ore Dock BotEco Center Non-Profit Status - Roll Call Vote

f. Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project

g. Michigan Arts and Culture Council - Grant Award

h. Ordinance 26-04 - Noxious Weeds

i. Street Improvements and Maintenance Project - Contract Approval

j. Superior Watershed Partnership Improvement Projects

New Business

4. Amended Reimbursement Agreement - Vault Brownfield Plan

5. McClellan Meadows Site Condominium 01-CSD-03-26

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

Comments from the Commission

Comments from the City Manager

Adjournment

_____

Kyle Whitney, City Clerk

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

Public Hearings

Vault Brownfield Plan Amendment - Roll Call Vote

BACKGROUND:

The Vault Marquette Brownfield Plan was approved by the City of Marquette Brownfield Redevelopment Authority (MBRA) on June 17, 2021 and by the City Commission on July 12, 2021 for the redevelopment of the Marquette Savings Bank building at 101 S. Front Street and new construction at 119 S. Lakeshore Boulevard. Circumstances have required an alteration to the development plan and while the Eligible Property, Eligible Activity budget total and impact to taxing jurisdictions have not changed, a determination was made to amend the Brownfield Plan in accordance with the process required by Act 381.

A Brownfield Plan Amendment has been prepared that reflects the primary change to the development plan, shifting from a public parking deck financed by the City and Marquette Brownfield Recreation Authority (MBRA) with reimbursement from Brownfield Tax Increment Financing (TIF) revenues to a private parking deck financed by the Developer with Brownfield TIF reimbursement. A future agreement is planned with the Marquette Downtown Development Authority (DDA) to manage future public use of the parking deck.

As part of the Brownfield Plan Amendment process, a public hearing must be established and held by the City Commission for the approval of the Brownfield Plan Amendment. This public hearing was scheduled at the March 30, 2026 meeting.

Approval of the Brownfield Plan Amendment will provide for the reimbursement of Brownfield Environmental and Non-Environmental Eligible Activity costs, including environmental due diligence and environmental response activities, lead and asbestos abatement, demolition, site preparation, and infrastructure, including the parking facility and public improvements.

The property is located in the DDA and Local Development Finance Authority (LDFA) Tax Increment Financing (TIF) Districts which have first right to certain tax increment revenues. Interlocal Agreements under the Urban Cooperation Act between the MBRA and the DDA and LDFA have been approved and executed to provide for Brownfield TIF capture and reimbursement. The DDA has reviewed and endorsed the proposed amendment.

The Brownfield Plan Amendment was approved by the MBRA at a special meeting held on April 8, 2026.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the amended Vault Marquette Brownfield Plan, and approve the attached resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Public Hearing Resolution
2. Brownfield Plan Amendment - Vault Marquette 040826

RESOLUTION
Brownfield Plan Amendment Approval
Vault Marquette
101 S. Front Street and 119 S. Lakeshore Boulevard

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on April 13, 2026, at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

Whereas The Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, or historic property through tax increment financing of Eligible Activities approved in a Brownfield Plan; and

Whereas the Marquette City Commission (the "Commission") established the City of Marquette Brownfield Redevelopment Authority (MBRA) under the procedures under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998 to facilitate the cleanup and redevelopment of Brownfields within the City of Marquette; and,

Whereas the Vault Marquette Brownfield Plan was approved by the MBRA on June 17, 2021 and the Commission on July 12, 2021 for the redevelopment of the Marquette Savings Bank at 101 S. Front Street and 119 S. Lakeshore Boulevard and changes to the redevelopment precipitated a Brownfield Plan Amendment; and

Whereas the Vault Marquette Brownfield Plan Amendment has been prepared that outlines the qualifications, costs, impacts, and incentives for the project for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan Amendment for an 80-room hotel and parking facility on the 119 S. Lakeshore Boulevard and redevelopment of the former State Savings Bank and an addition at 101 S. Front Street; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Brownfield Plan Amendment and determined the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of preserving an historic building, significantly increasing the value of downtown property, increasing downtown parking, job creation, increased private investment and economic development, and public infrastructure improvements; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Brownfield Plan Amendment at a special meeting on April 13, 2026 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Brownfield Plan was held on April 13, 2026, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

Now, Therefore be it Resolved, Whereas, The Marquette City Commission has reviewed the Brownfield Plan Amendment and finds, in accordance with the requirements of Section 14 of Act 381 that:

(a) The Brownfield Plan Amendment constitutes a public purpose of preserving an historic building, significantly increasing the value of downtown property, increasing downtown parking, job creation, increased private investment and economic development, and public infrastructure improvements.
(b) The Brownfield Plan meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan Amendment, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of Eligible Activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of Eligible Property, estimates of persons residing on the Eligible Property if applicable, and a plan and provisions for relocation of residents, if applicable.
(c) The proposed method of financing the costs of Eligible Activities for private Eligible Activities and the Authority and the City of Marquette for public infrastructure is feasible, as described in Section 2.4 of the Brownfield Plan Amendment.
(d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence and due care activities, meeting regulatory requirements for lead and asbestos inspection and abatement prior to demolition, demolition, relocation of active utilities, site preparation and private and public infrastructure, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described in Section 2.1 and 2.2 of the Brownfield Plan; and
(e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan Amendment is reasonable, as calculated in Table 2.1 and 2.2 of the Brownfield Plan, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding Eligible Activity obligation approved as part of the Brownfield Plan Amendment and expenses reviewed and approved by the City of Marquette Brownfield Redevelopment Authority; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq,* the Marquette City Commission hereby approves the Brownfield Plan Amendment for the Vault Marquette.

Be it Further Resolved that should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof, other than the part so declared to be invalid; and,

Be it Further Resolved that any prior resolutions, or any part thereof, in conflict with any of the provisions of this Resolution are hereby repealed.

Yes:_____

No:_____

Resolution duly adopted

_____
Paul Schloegel, Mayor
City of Marquette

Certified to be a true copy, _____
Date

_____
Kyle Whitney, City Clerk

ACT 381 BROWNFIELD PLAN AMENDMENT

VAULT MARQUETTE
101 S. FRONT STREET & 119 S. LAKESHORE BOULEVARD
MARQUETTE, MICHIGAN 49855

City of Marquette Brownfield Redevelopment Authority

June 2021
Amended April 2026

Prepared by:

Mac McClelland
Mac Consulting Service LLC
mactc@charter.net
231.633.6303

Approved by Marquette Brownfield Redevelopment Authority: ***April 8, 2026***

Public Hearing: ***April 13, 2026***

Brownfield Plan Amendment
Vault Marquette
City of Marquette, Marquette County, Michigan

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ATTACHMENTS

Attachment A – Brownfield Plan Resolutions
Attachment B – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette Downtown Development Authority
Attachment C – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette Local Development Finance Authority

Project Summary

This Brownfield Plan Amendment replaces the original Vault Marquette Brownfield Plan approved by the City of Marquette Brownfield Redevelopment Authority (MBRA) on June 17, 2021 and the Marquette City Commission on July 12, 2021. Changing circumstances have required a revised development plan. While the Eligible Property, Eligible Activity budget and impact to taxing jurisdictions remain unchanged, in the determination of the Brownfield Authority and the City, the development changes precipitated this Brownfield Plan Amendment. This Amendment replaces the original Brownfield Plan.

Braveworks, Inc., a Michigan corporation engaged in development based on Houghton, acquired the State Savings Bank building at 101 Front Street and parking lots at 119 S. Lakeshore Boulevard. The project will be conducted in two phases. The first phase will be the development of an 80-room hotel with an adjacent two-story parking deck on the Lakeshore Boulevard property by 100 South Lakeshore Blvd, LLC, with attendant public infrastructure improvements. The second phase will be the redevelopment of the historic State Savings Bank building, with a 21,000 square foot addition to the south and the addition of third level to the parking deck by Marquette Vault, LLC. Through an arrangement with the City Downtown Development Authority (DDA), parking for the public will be available.

This Brownfield Plan will provide incremental tax revenues to repay certain Eligible Activities, including environmental due diligence and due care, lead and asbestos abatement, demolition, site preparation and infrastructure. Reimbursement of these Brownfield Eligible Activity expenses are critical to the economic viability of the redevelopment and downtown.

Environmental investigations have identified the presence of contaminants in soil and groundwater exceeding EGLE Generic Cleanup Criteria and a Baseline Environmental Assessment is being prepared and will be submitted to EGLE. As a result, the property is a Part 201 Facility and qualifies as Brownfield Eligible Property under Act 381.

Project Name: Vault Marquette

Project Location: The Eligible Property is comprised of two parcels in downtown Marquette, 101 S. Front Street, Parcel Identification Number 52-52-001-509-40, and 119 S. Lakeshore Boulevard, Parcel Identification Number 52-52-001-509-70

Type of Eligible Property: Part 201 Facility

Eligible Activities: Baseline Environmental Assessment Activities, Due Care Activities, Asbestos Abatement, Demolition, Site Preparation, Infrastructure

Eligible Activities	Environmental	Non-Environmental	TOTAL
Eligible Activities	**$893,550**	**$14,073,840**	**$14,967,390**
Interest	**$49,020**	**$2,539,685**	**$2,588,705**
ELIGIBLE ACTIVITY SUBTOTAL	**$942,570**	**$16,613,525**	**$17,556,095**
Brownfield Plan Development and Approval	**$10,000**	**$20,000**	**$30,000**
Brownfield Plan Implementation	**$10,000**	**$40,000**	**$50,000**
TOTAL ELIGIBLE ACTIVITY	***$962,570***	***$16,673,525***	***$17,636,095***

Years to Complete Eligible Activities Payback: *24 years*

Estimated Investment: $55,00,000

Estimated Annual Tax Revenue in First Year After Brownfield Obligation: $988,010

BROWNFIELD PLAN AMENDMENT

VAULT MARQUETTE
MARQUETTE, MARQUETTE COUNTY, MICHIGAN

CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

1.0 INTRODUCTION

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax reverted, blighted, functionally obsolete, or historically designated property through incentives adopted as part of a Brownfield Plan. The Brownfield Plan outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan must be approved by the brownfield redevelopment authority established under Act 381 and the governing body of the authority's municipality in order to take effect. The Michigan Department of Environment, Great Lakes and Energy (EGLE) must approve Environmental Eligible Activities and the Michigan Strategic Fund must approve Non-Environmental Eligible Activities for State tax capture. The City of Marquette established the City of Marquette Brownfield Redevelopment Authority under the procedures required under Act 381 and filed with the Secretary of State on January 28, 1998.

The Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The project will be conducted in two phases. The first phase will be the development of an 80-room hotel with an adjacent two-story parking deck on the Lakeshore Boulevard property, with attendant public infrastructure improvements. The second phase will be the redevelopment of the historic State Savings Bank building, with a 21,000 square foot addition to the south and the addition of the third level to the parking deck. The synergy of daytime community parking needs and overnight hotel parking needs provides an effective utilization of fixed parking spaces. Through a future agreement between the City of Marquettte Downtown Development Authority (DDA), it is anticipated that parking for the public will be available. The property is zoned Downtown Marquette Waterfront and is governed by the Form Based Code of the City of Marquette.

The estimated private investment is anticipated at $55,000,000. The development is anticipated to provide up to 60 jobs at 30 FTE jobs. Site work is anticipated to begin in Spring 2026 with the completion in Summer 2027. The project is located in the City of Marquette, a Qualified Local Governmental Unit (QLGU).

1.2 Eligible Property Information

The Eligible Property includes two parcels, as described below:

Parcel Number	Address	Description	Acreage	Qualifying Status
52-52-001-509-40	101 S. Front Street	THE 36 ACRE PLAT, LOTS-1 THRU 5, BLOCK-17 EXC. THAT PART OF LOTS-4 & 5 S. OF R.R. R.O.W.	0.538	Part 201 Facility
52-52-001-509-70	119 S. Lakeshore Blvd	THE 36 ACRE PLAT (17,100 SF / 0.3926 A M/L) THE E 38.5' OF LOT 7, ALL OF LOTS 8, 9, & 10, BLOCK 17	0.393	Part 201 Facility

1.3 Public Purpose *MCL 125.2664(5):*

The adaptive reuse of the former State Savings Bank building and a new 80 room hotel and commercial space with shared parking and other public infrastructure improvements will significantly increase the value of downtown property, increase property taxes, provide public parking, and provide employment. When completed, property taxes are estimated at **$988,010** per year (following the retirement of Brownfield obligations).

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 Description of Project and Plan Costs *MCL 125.2663(2)(a):*

The project includes the adaptive reuse of the former State Savings Bank building and the addition of a new 80 room hotel and commercial space totaling 56,675 square feet with 39,727 square feet in three levels of shared parking and other public infrastructure improvements. The Brownfield Plan includes Environmental and Non-Environmental Eligible Activities:

Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities
    - Phase I Environmental Site Assessment
    - Phase II Environmental Site Assessment
    - Baseline Environmental Assessment

- Due Care Activities
    - Due Care Investigation, Planning and Documentation
    - Due Care Response Activities

Non-Environmental Eligible Activities include:

- Lead and Asbestos Abatement
- Demolition
- Site Preparation
- Public Infrastructure

Other Eligible Activities include:

- Brownfield Plan development and approval;
- Brownfield Plan implementation; and
- Administrative and operating costs of the MBRA with local tax capture only.
- Interest

Eligible Activities	Environmental	Non-Environmental	TOTAL
Eligible Activities	**$893,550**	**$14,073,840**	**$14,967,390**
Interest	**$49,020**	**$2,539,685**	**$2,588,705**
ELIGIBLE ACTIVITY SUBTOTAL	**$942,570**	**$16,613,525**	**$17,556,095**
Brownfield Plan Development and Approval	**$10,000**	**$20,000**	**$30,000**
Brownfield Plan Implementation	**$10,000**	**$40,000**	**$50,000**
TOTAL ELIGIBLE ACTIVITY	***$962,570***	***$16,673,525***	***$17,636,095***

Additional details are provided in Section 2.2 and Table 1.1: Environmental Eligible Activities and Table 1.2 Non-Environmental Eligible Activities.

The cost of Eligible Activities included in and authorized by this Brownfield Plan will be reimbursed with incremental applicable local and state tax revenue generated by the increased private investment on the Eligible Property and captured by the MBRA, subject to any limitation and conditions described in this Brownfield Plan, Act 381 Work Plan and the terms of a Reimbursement Agreement between the Developer, the MBRA, and the City of Marquette. State tax capture requires approval of an Act 381 Work Plan by the Michigan Department of Environment, Great Lakes and Energy (EGLE) for Environmental Eligible Activities and the Michigan Strategic Fund (MSF) for Non-Environmental Eligible Activities, with exemptions for certain Eligible Activities, including Baseline Environmental Assessment and Due Care Investigation and Planning Activities.

The Eligible Activity costs included in this Brownfield Plan are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Eligible Property or other circumstances. Reimbursement will be based on the actual cost of Eligible Activities approved under this Brownfield Plan and an Act 381 Work Plan from Brownfield Tax Increment Financing (TIF) revenues captured by the Authority and shall be governed by the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). This Brownfield Plan and the Reimbursement Agreement establish the maximum Eligible Activity cost. Line-item Eligible Activity may be adjusted after the adoption of this Brownfield Plan with the approval of the Authority, as long as the total maximum Eligible Activity cost is not exceeded.

2.2 Summary of Eligible Activities *MCL 125.2663(2)(b):*

Act 381 provides for the costs of certain Environmental and Non-Environmental Eligible Activities to be reimbursed through tax increment financing. The following is a summary of Environmental Eligible Activities and Non-Environmental Eligible Activities.

EGLE Eligible Activities

1. *Baseline Environmental Assessment (BEA) Activities:* BEA Activities include Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and a Baseline Environmental Assessment to provide an exemption for the developer and assigns from environmental liability for pre-existing contamination. Act 381 includes provisions for Baseline Environmental Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without EGLE approval (Section 13b.(8)(a-b)), as long as included in a subsequent Brownfield Plan.
    A. Phase I ESA: A Phase I ESA has been conducted for both parcels consistent with ASTM Standard E1527-13. The Phase I ESA includes a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs). The Phase I report identified the following RECs:
        1. The subject property at the address 119 S. Lakeshore Boulevard has documented environmental impacts;
        2. The historical use of the subject property as an automobile garage, service center, and extensive operational history as an operable railroad from at least 1884 through 1917; and

3. North adjoining property (105 East Washington Street) has documented environmental impacts.

B. Phase II ESA: A Phase II Environmental Site Assessment was conducted for the Eligible Property in May 2021 to investigate the RECs as part of the environmental due diligence process for property acquisition. Analysis of the soil samples identified the presence of Volatile Organic Compounds (VOCs) above Part 201 Drinking Water Protection Criteria and Groundwater Surfacewater Interface Protection Criteria and Semi-Volatile Organic Compounds (SVOCs) above Groundwater Surfacewater Interface Protection Criteria, as well as VOCs and SVOCs above Residential Volatilization to Indoor Air Inhalation Screening Criteria. Analysis of groundwater samples identified the presence of SVOCs above Groundwater Surfacewater Interface Criteria on both parcels. As a result, the property qualifies as Brownfield Eligible Property as a Part 201 Facility.

C. Baseline Environmental Assessment: A Baseline Environmental Assessment (BEA) was prepared to provide an exemption from environmental liability for pre-existing contamination.

2. Due Care Investigation and Activities: While the BEA provides an exemption from environmental liability for pre-existing contamination, new purchasers have due care obligations to prevent exposure to or exacerbation of pre-existing contamination. Act 381 includes provisions for Due Care Investigation Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without EGLE approval (Section 13b.(8)(a),(c)), as long as included in a subsequent Brownfield Plan. There are three primary due care activities proposed under this Brownfield Plan:

A. Due Care Investigation**:** Due to the presence of contaminated soils on the Eligible Property, additional investigation will be required to determine if exposure pathways are complete and if mitigation measures are required.

B. Due Care Planning and Documentation: Following the completion of the due care investigation and determination of the redevelopment details of each future land use, the data summary and recommendations for meeting due care obligations will be included in a Response Activity Plan/Due Care Plan. The Response Activity Plan/Due Care Plan will describe the known contamination, proposed redevelopment activities, plans for mitigating unacceptable exposures and preventing exacerbation, recommendations for filing abandon container notices, notices to third parties who may be exposed to contamination (e.g., utility workers), and filing of Notices of Migration of

Contamination, if necessary. In addition, an Environmental Construction Management Plan will be prepared to detail measures to protect on-site workers and construction measures to meet due care obligations. Once the due care measures are completed, Documentation of Due Care Compliance will be compiled.

C. Due Care Exposure Pathway Mitigation: The Response Activity Plan/Due Care Plan and Environmental Construction Management Plan will identify specific measures to be taken to address due care requirements. These activities could include developing and implementing a soils management plan to safely relocate soils on the property or remove soils for transport and disposal to a licensed landfill; a vapor mitigation system; dewatering effluent treatment and/or institutional controls if necessary. These measures will be subject to approval of an Act 381 Work Plan by the EGLE for State tax capture.

The MBRA received a $495,000 grant for environmental investigation and due care activities and $1,000,000 loan from the EGLE Brownfield Program for environmental due care activities and asbestos and demolition.

Other Activities

Brownfield Plan and Work Plan Preparation: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Brownfield Plan and Work Plan Implementation: The implementation of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the City of Marquette Brownfield Redevelopment Authority (MBRA) is included as Eligible Activities as a Local Only Cost. These costs are split between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Interest: Interest is included as an Eligible Activity. Interest is calculated at 1.5% for 10 years for Environmental Eligible Activities funded by the EGLE Brownfield Loan and 5.0% for 10 years for Environmental Eligible Activity costs funded privately for the purposes of this Brownfield Plan.

The following tables estimate the costs for Environmental Eligible Activities to be funded by tax increment revenues.

EGLE Environmental Eligible Activity Cost

Eligible Activities	**Estimated Cost**
Baseline Environmental Assessment	*$27,000*
Due Care Activities	*$750,000*
Contingency (15%)	*$116,550*
EGLE Eligible Activities Subtotal	*$893,550*
Interest	*$49,020*
EGLE Environmental Eligible Activities Total	***$942,570***
Brownfield Plan/Work Plan Development and Approval Cost	*$20,000*
Brownfield Plan/Work Plan Implementation Cost	*$10,000*
ENVIRONMENTAL ELIGIBLE ACTIVITIES TOTAL	***$972,570***

MSF Non-Environmental Eligible Activities

MSF Non-Environmental Eligible Activities are included under this Brownfield Plan under the auspices of Act 381. The MSF Non-Environmental Eligible Activities include lead and asbestos abatement, demolition, site preparation and infrastructure.

1. *Lead and Asbestos Abatement:* NESHAP regulations require a lead and asbestos survey prior to disturbance of commercial buildings to demonstrate Potential Asbestos Containing Materials (PACMs) do not contain asbestos by properly testing materials in accordance with OSHA standards. Demolition or remodeling buildings that contain lead, cadmium and/or asbestos is subject to regulations to protect the health of the persons that may be affected.

Lead and Asbestos Abatement	Total
Pre-Demolition Survey	$4,000
Monitoring	$8,000
Abatement	$32,760
TOTAL	$44,760

2. *Demolition:* In preparation for adaptive reuse, selective demolition of interior of the State Savings Bank is anticipated. In addition, site demolition is anticipated for the existing parking area and associated infrastructure. The scope of work includes engineering specifications, contractor procurement and site demolition and selective demolition of the interior of the State Savings Bank.

Demolition	Total
Site Demolition	$25,300
Building Demolition	$737,635
Engineering/Inspections	$8,000
TOTAL	$770,935

3. *Site Preparation:* Site preparation will consist of land balancing and grading, geotechnical engineering, special foundations, relocation of active utilities, and temporary site and erosion control.

Site Preparation	Total
Land Balance, Dewatering, Retaining Walls	$551,000
GeoTech, Special Foundations	$1,574,000
Relocation of Active Utilities	$240,000
Staking, Temp Facilities	$48,000
Architectural/Engineering	$191,120
TOTAL	$2,604,120

4. *Infrastructure:* Infrastructure will include urban stormwater management, vertical parking facility, streetscaping, intersection improvements, and other public infrastructure improvements directly benefiting the Eligible Property and adjacent property.

Infrastructure	Total
Urban Stormwater Mgt	$202,000
Parking Facility	$3,930,000
Streetscaping	$197,600
Architectural/Engineering	$346,370
Public Infrastructure	$4,763,685
TOTAL	$9,439,655

A contingency of 15% is added to the above budgets.

Other Activities

Brownfield Plan and Work Plan Preparation: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Brownfield Plan and Work Plan Implementation: The implementation of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the City of Marquette Brownfield Redevelopment Authority (MBRA) is included as Eligible Activities for Local Only capture. These costs are split between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Interest: Interest is included as an Eligible Activity. Interest is calculated at 1.5% for 10 years for any Eligible Activities funded through the EGLE Loan, at 5.0% for 10 years for privately funded Eligible Activity costs and at 5.0% for 20 years for publicly funded Eligible Activities costs for the purposes of this Brownfield Plan.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues *MCL 125.2663(2)(c):*

Act 381 defines Initial Taxable Value as taxable value of an Eligible Property identified in and subject to a Brownfield Plan at the time the resolution adding that Eligible Property in the Brownfield Plan is adopted, as shown either by the most recent assessment roll for which equalization has been completed at the time the resolution is adopted or, if provided by the Brownfield Plan, by the next assessment roll for which equalization will be completed following the date the resolution adding that eligible property in the Brownfield Plan is adopted.

The taxable value as of December 31, 2020 is $386,039. As provided in this Brownfield Plan, the Initial Taxable Value will be established by the taxable value as of December 31, 2020.

The EGLE Environmental and MSF Non-Environmental Eligible Activity cost is *$14,967,390* plus an estimated *$2,588,705* in interest and *$80,000* in Brownfield Plan/Work Plan Development, Approval and Implementation, for a total of *$17,636,095.* The Brownfield Plan also includes an estimated $*426,648 i*n MBRA Administrative and Operating Costs and capture of 50% of the State Education Tax for the State Brownfield Fund as required by Act 381, estimated at *$735,114* for this Brownfield Plan. The Brownfield Plan does not provide for deposits into the Local Brownfield Revolving Fund. The overall investment for the Project is estimated at over *$50 million*.

Table 2 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property. In addition, 3 mils are captured and distributed to the State for the State Brownfield Redevelopment Fund. In accordance with Act 381, this share does not affect the State and local ratio. Interlocal Agreements between the MBRA and the Marquette Downtown Development Authority and the Marquette Local Development Financing Authority, which have first right to selected tax capture, have been approved by all parties and attached to this Brownfield Plan. The overall contribution of local taxes is consistent with the ratio

of captured local taxes (53.50%) to captured State taxes (46.50%). The cash flow analysis for the project indicates payoff of the obligation in *thirty (30) years* from 2021 for Local and State Capture.

Redevelopment of the property is anticipated to be initiated in late Fall 2021, with site preparation activities. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is detailed in Table 2.

2.4 Method of Financing and Description of Advances Made by the Municipality ***MCL 125.2663(2)(d):***

Private Environmental Eligible Activity Costs and Non-Environmental Eligible Activity Costs will be financed by the Developer. Public Infrastructure may be funded through a Brownfield Bond issued by the MBRA or a Capital Improvement Bond issued by the City of Marquette or other public sources.

2.5 Maximum Amount of Note or Bond Indebtedness ***MCL 125.2663(2)(e):***

The maximum amount of Eligible Activities is *$17,636,095*.

2.6 Beginning Date and Duration of Capture ***MCL 125.2663(2)(f):***

The anticipated beginning date of capture is 2023, estimated to be the first year tax increment revenues are available. The duration of Brownfield Plan capture will be the time to capture taxes in an amount equal to the Eligible Activity obligation, Interest, State Brownfield Fund, and Administrative and Operation Costs. As shown on Table 2, total costs of all Eligible Activities on the property redevelopment are expected to be repaid through tax increment financing within *30 years* for Local Capture and State Capture.

2.7 Estimated Impact of Tax Increment Financing on Tax Revenues of Taxing Jurisdictions ***MCL 125.2663(2)(g):***

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. The Marquette Downtown Development Authority captures local taxes on the subject property. The Marquette Local Development Financing Authority (LDFA) captures one-half of the State tax on the subject property. Interlocal Agreements have been approved by and executed between the MBRA and the DDA and the MBRA and the LDFA to provide for capture of applicable taxes for the reimbursement of Brownfield Eligible Activities under this Brownfield Plan and are included in the Appendix. Table 3 presents the allocation of tax capture and the total tax increment for the 30-year duration of the Brownfield Plan. The DDA and LDFA will continue to receive their

tax allocation for the project once the Brownfield obligation is met and beyond the duration of the Brownfield Plan.

The EGLE Environmental and MSF Non-Environmental Eligible Activity cost is *$13,443,830* plus an estimated *$4,112,265* in interest and *$80,000* in Brownfield Plan/Work Plan Development, Approval and Implementation, for a total of *$17,636,095.* The Brownfield Plan also includes an estimated $*547,715 i*n MBRA Administrative and Operating Costs and capture of 50% of the State Education Tax for the State Brownfield Fund as required by Act 381, estimated at *$735,114* for this Brownfield Plan. The Brownfield Plan does not provide for deposits into the Local Brownfield Revolving Fund. The overall investment for the Project is estimated at over *$50 million*. After the Brownfield obligation is met, tax revenues are estimated in an amount of $988,010 per year on into the future.

2.8 Legal Description, Location, and Determination of Eligibility *MCL 125.2663(2)(h):*

Legal Description: The legal description of the Eligible Property follows:

Parcel Number	Address	Description	Acreage	Qualifying Status
52-52-001-509-40	101 S. Front Street	THE 36 ACRE PLAT, LOTS-1 THRU 5, BLOCK-17 EXC. THAT PART OF LOTS-4 & 5 S. OF R.R. R.O.W.	0.538	Part 201 Facility
52-52-001-509-70	119 S. Lakeshore Blvd	THE 36 ACRE PLAT (17,100 SF / 0.3926 A M/L) THE E 38.5' OF LOT 7, ALL OF LOTS 8, 9, & 10, BLOCK 17	0.393	Part 201 Facility

Location: The Eligible Property is located at 101 S. Front Street and 119 S. Lakeshore in Marquette, Michigan. Figure 1 depicts the location of the Eligible Property and Figure 2 depicts the Eligible Property boundaries.

Eligibility Determination: A Phase II Environmental Site Assessment was conducted for the Eligible Property in May 2021 to investigate the RECs as part of the environmental due diligence process for property acquisition. Analysis of the soil samples identified the presence of Volatile Organic Compounds (VOCs) above Part 201 Drinking Water Protection Criteria and Groundwater Surfacewater Interface Protection Criteria and Semi-Volatile Organic Compounds (SVOCs) above Groundwater Surfacewater Interface Protection Criteria, as well as VOCs and SVOCs above Residential Volatilization to Indoor Air Inhalation Screening Criteria. Analysis of groundwater samples identified the presence of SVOCs above Groundwater Surfacewater Interface Criteria. As a result, the property qualifies as Brownfield Eligible Property as a Part 201 Facility.

Summary of Soil Concentrations Above EGLE GCC

Sample Number	Sample Depth	Parameter Over Criteria	CAS #	Parameter Analytical Result (ug/Kg, ppb)	GCC Exceeded (ug/Kg, ppb)
SB-1	6—7'	Naphthalene	91-20-3	370	RVIAP - 67
		Naphthalene (SVOC)	91-20-3	520	RVIAP - 67
SB-2	8-10'	1,2,4 Trimethylbenzene	95-63-6	1,700	RVIAP – 150 GSIP – 570
		1,3,5 Trimethylbenzene	108-67-8	350	RVIAP - 100
		2-Methylnapthalene	91-57-6	5,400	RVIAP – 1,700 GSI – 4,200
		Ethylbenzene	100-41-4	41	RVIAP - 12
		Isopropyl benzene	92-82-8	90	RVIAP – 3.8
		Naphthalene	91-20-3	1,400	RVIAP – 67 GISP – 730
		Naphthalene (SVOC)	91-20-3	730	RAISL – 67
SB-3	10'-12'	1,2-Dibromo-3-chloropropane	96.12-8	870	DWP – 4 RVIAP - 220
SB-4	10'-11'	Naphthalene (SVOC)	91-20-3	130	RVIAP – 67

RVIAP – EGLE Residential Volatilization to Indoor Air Pathway Screening Levels
DWP – EGLE Part 201 Drinking Water Protection Criteria
GSIP - EGLE Part 201 Groundwater Surface Water Interface Protection Criteria
GCC – EGLE Part 201 Generic Cleanup Criteria
CAS # - Chemical Abstracts Service
SVOC – Semi-Volatile Organic Compounds
ppb – Parts per billion
ug/Kg – Micrograms per kilogram or ppb

Personal Property: Personal Property is included as part of the Eligible Property.

2.9 Estimate of Number of Persons Residing on Eligible Property *MCL 125.2663(2)(i):*

There are currently no residential dwellings or residences that occupy the Eligible Property.

2.10 Plan for Residential Relocation *MCL 125.2663(2)(j):*

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

2.11 Provision of Costs of Relocation *MCL 125.2663(2)(k):*

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

2.12 Strategy to Comply with Relocation Assistance Act, 1972 PA 227 ***MCL 125.2663(2)(l):***

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

2.13 Other Material Required by the Authority or Governing Body ***MCL 125.2663(2)(m):***

None

EXHIBITS

FIGURES

Figure 1 Eligible Property Location Map

Figure 2.1 Eligible Property Boundaries

Figure 2.2 ALTA Survey

Figure 2.3.a Site Plan Renderings – Trestle

Figure 2.3.b Site Plan Renderings – Vault

TABLES

Table 1.1 Environmental Eligible Activities Costs

Table 1.2 Non-Environmental Eligible Activities Costs

Table 2.1 – Annual Revenue and Brownfield Capture Estimates

Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table

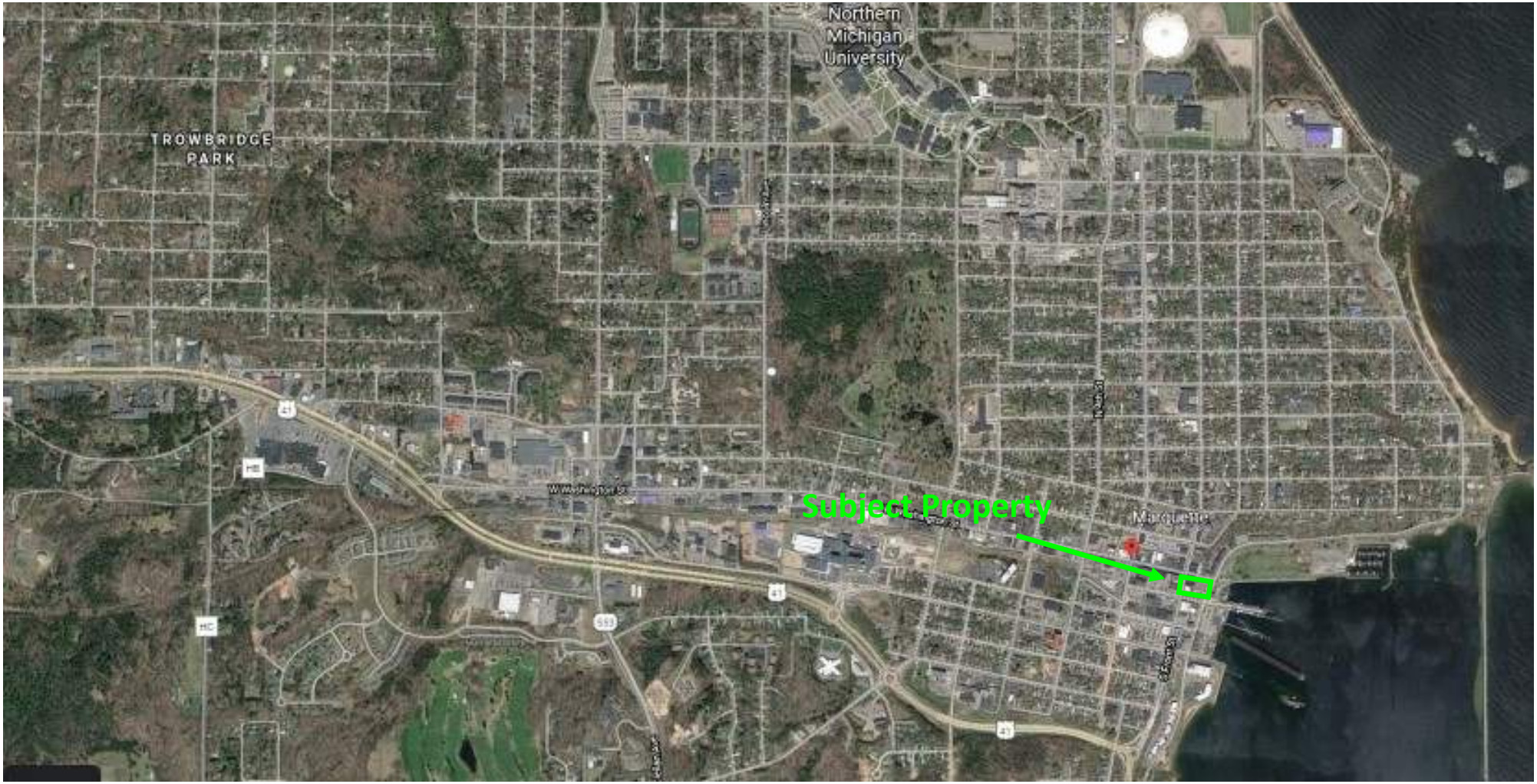
ATTACHMENTS

Attachment A – Brownfield Plan Resolutions

Attachment B – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette Downtown Development Authority

Attachment C – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette Local Development Finance Authority

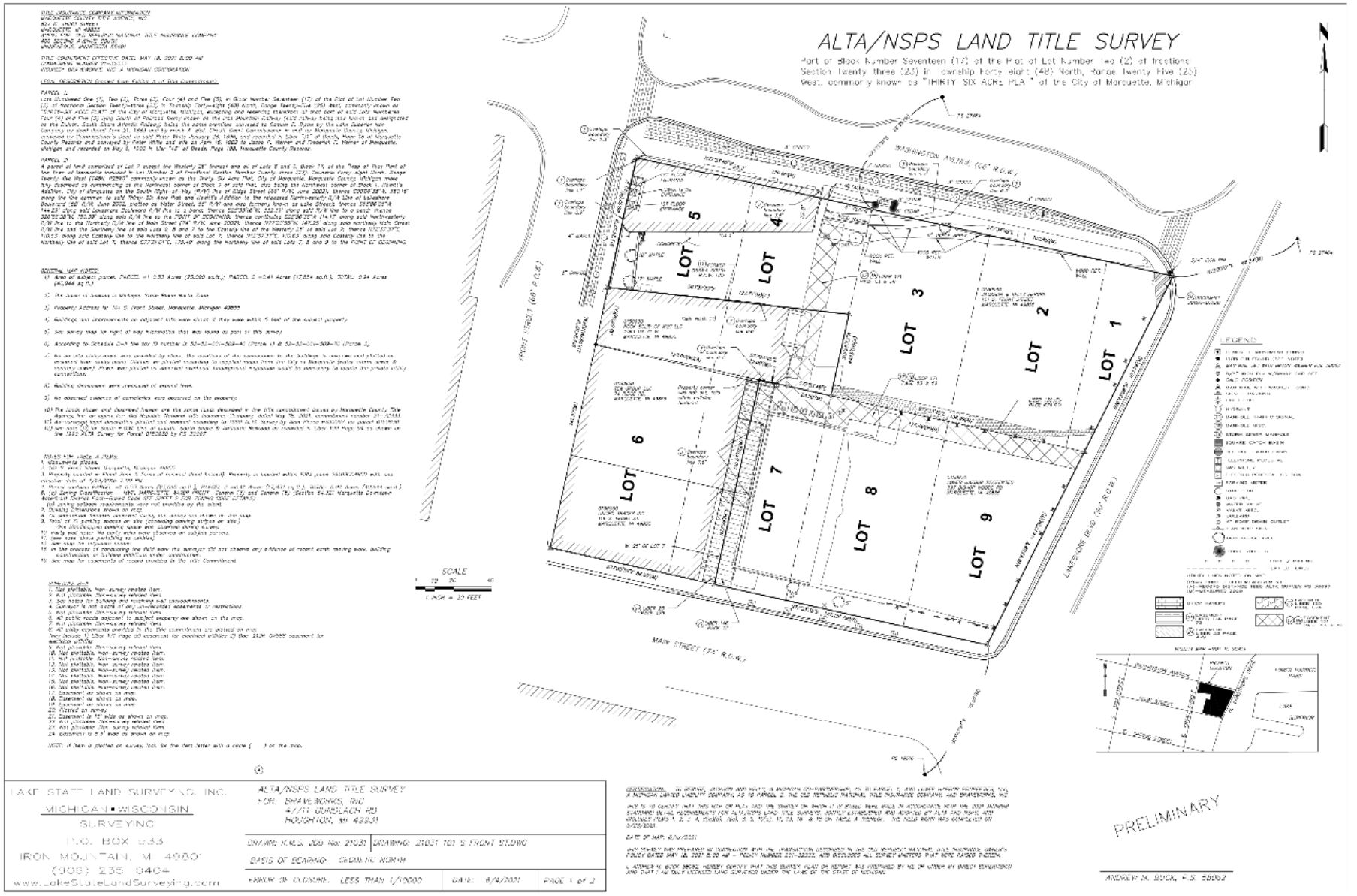
FIGURES



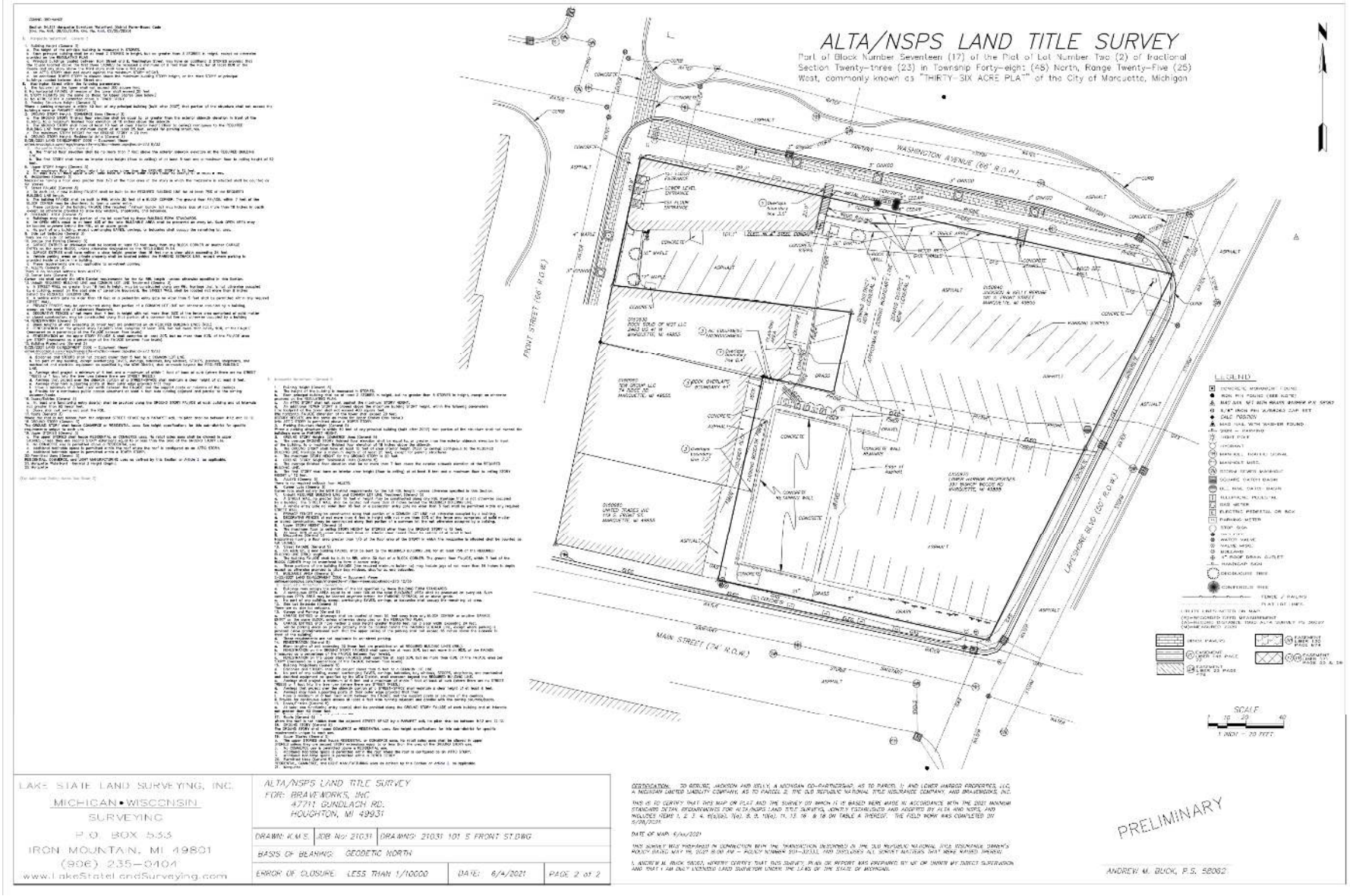
Brownfield Plan Amendment Vault Marquette	Figure 1: Eligible Property Site Location
	Source: Google Earth
City of Marquette Brownfield Redevelopment Authority Marquette, Michigan	Date: April 2026



Brownfield Plan Amendment **Vault Marquette**	**Figure 2.1: Eligible Property Boundary**
	Source: Google Earth
City of Marquette Brownfield Redevelopment Authority **Marquette, Michigan**	**Date: June 2021**



Brownfield Plan Amendment **Vault Marquette**	**Figure 2.2.1: ALTA Survey**
	Source: TriMedia Environmental and Engineering, Marquette, Michigan
City of Marquette Brownfield Redevelopment Authority **Marquette, Michigan**	**Date: June 2021**



Brownfield Plan Amendment **Vault Marquette**	**Figure 2.2.2: ALTA Survey**
	Source: TriMedia Environmental and Engineering, Marquette, Michigan
City of Marquette Brownfield Redevelopment Authority **Marquette, Michigan**	**Date: June 2021**

Braveworks.

TRESTLE HOTEL

3/6/2026



Brownfield Plan Amendment **Vault Marquette**	**Figure 2.3.a: Preliminary Site Plan Rendering - Trestle**
	Source: Barry Polzin Architects **Marquette, Michigan**
City of Marquette Brownfield Redevelopment Authority **Marquette, Michigan**	**Date: March 2026**



THE VAULT MARQUETTE

Braveworks.

S. FRONT ST.

BARRY J. POLZIN ARCHITECTS

Brownfield Plan Amendment **Vault Marquette**	**Figure 2.3.b: Preliminary Site Plan Rendering - Vault**
	Source: Barry Polzin Architects Marquette, Michigan
City of Marquette Brownfield Redevelopment Authority **Marquette, Michigan**	**Date: March 2026**

TABLES

Table 1.1 Environmental Eligible Activities Costs

Table 1.2 Non-Environmental Eligible Activities Costs

Table 2.1 – Annual Revenue and Brownfield Capture Estimates

Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table

Table 1.1 EGLE Eligible Activities Costs and Schedule Vault Marquette City of Marquette Brownfield Redevelopment Authority	
EGLE Eligible Activities	**Amended Brownfield Plan Budget**
Department Specific Activities	
BEA Actiivities	
Phase I ESA	$4,000
Phase II ESA	$20,000
Baseline Environmental Assessment	$3,000
Subtotal	$27,000
Due Care Activities	
Due Care Measures	
Soil Removal, Transport and Disposal	$550,000
Vapor Mitigation	$100,000
Dewatering Effluent Disposal	$100,000
Subtotal	$750,000
EGLE Eligible Activities Subtotal	$777,000
Contingency (15%)	$116,550
EGLE Eligible Activities Subtotal	**$893,550**
Interest (1.5% for 10 Years) - EGLE Loan	**$49,020**
EGLE Eligible Activities Total Costs	**$942,570**
Brownfield Plan/Act 381 Work Plan Preparation	**$10,000**
Brownfield Plan/Act 381 Work Plan Implementation	**$10,000**
EGLE Eligible Activities Total Costs	**$962,570**

Table 1.2 MSF Eligible Activities Costs and Schedule Vault Marquette City of Marquette Brownfield Redevelopment Authority	
MSF Eligible Activities	**Amended Brownfield Plan Budget**
Demolition	
Site Demolition	$25,300
Building Demolition	$737,635
Engineering/Inspections	$8,000
Subtotal	$770,935
Lead, Asbestos, Mold Abatement	
Survey	$4,000
Monitoring	$8,000
Abatement	$32,760
Subtotal	$44,760
Private Infrastructure Improvements	
Vertical, underground, or integrated parking	$3,930,000
Urban stormwater management system - low impact design	$202,000
Architectural/Engineering Costs (8%)	$330,560
Subtotal	$4,462,560
Site Preparation	
Clearing and Grubbing	$6,000
Cut and Fill Operations	$435,000
Dewatering	$50,000
Special Foundations	$1,550,000
Geotechnical Engineering	$24,000
Relocation of Active Utilities	$240,000
Retaining Walls	$60,000
Staking	$16,000
Temporary Facilities, Site Control, Protection	$32,000
Architect/Engineering Cost	$191,120
Subtotal	$2,604,120
Public Infrastructure Improvements - Private Financing	
Sidewalks	$75,600
Curbs and Gutters	$54,000
Landscaping	$39,600
Lighting	$28,400
Architect/Engineering Costs	$15,810
Subtotal	$213,410
Private MSF Eligible Activities Sub-Total	**$8,095,785**
Contingency (15%)	**$1,214,370**
Private MSF Eligible Activities SubTotal	**$9,310,155**
Interest (5% for 10 years)	**$2,539,685**
Brownfield Plan/Act 381 Work Plan Preparation	**$20,000**
Private MSF Eligible Activities Total	**$11,869,840**
Unallocated Public Infrastructure	**$4,763,685**
Brownfield Plan/Act 381 Work Plan Implementation	**$40,000**
City MSF Eligible Activities Total	**$4,803,685**
MSF Eligible Activities Subtotal Costs	**$16,673,525**

Table 2.1 - Annual Revenue and Brownfield Capture Estimates
Vault Marquette Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Capture Year			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Revenue Year		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036		
*Base Taxable Value		$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039		
Annual Value Additions	$ 14,306,300							$ 7,153,150	$ 7,153,150				$ 10,000,000	$ 10,000,000					
Cumulative Value Additions			$ 1,244,652	$ 1,450,483	$ 1,564,119	$ 1,599,168	$ 1,625,514	$ 8,811,174	$ 16,140,547	$ 16,463,358	$ 16,792,625	$ 17,128,478	$ 27,471,048	$ 38,020,468	$ 38,780,878	$ 39,556,495	$ 40,347,625		
Estimated New TV	100.00%	$ 386,039	$1,008,365	$1,111,280	$1,168,098	$1,185,623	$1,198,796	$ 4,791,626	$ 8,456,313	$ 8,617,718	$ 8,782,352	$ 8,950,278	$ 14,121,563	$ 19,396,273	$ 19,776,478	$ 20,164,287	$ 20,559,852		
Incremental Difference (New TV - Base TV)			$ 622,326	$ 725,241	$ 782,059	$ 799,584	$ 812,757	$ 4,405,587	$ 8,070,274	$ 8,231,679	$ 8,396,313	$ 8,564,239	$ 13,735,524	$ 19,010,234	$ 19,390,439	$ 19,778,248	$ 20,173,813		
Total School Revenue	Millage Rate																		
	41.29% 24.0000	$ 9,265	$ 24,402	$ 26,893	$ 28,268	$ 28,833	$ 29,410	$ 114,999	$ 202,952	$ 206,825	$ 210,776	$ 214,807	$ 338,918	$ 465,511	$ 474,635	$ 483,943	$ 493,436		
Total Local Revenue	Millage Rate																		
	58.71% 34.1211	$ 13,172	$ 34,693	$ 38,234	$ 40,189	$ 40,993	$ 41,813	$ 163,496	$ 288,539	$ 294,046	$ 299,664	$ 305,393	$ 481,843	$ 661,822	$ 674,795	$ 688,028	$ 701,525		
Total Revenue	Millage Rate																		
	58.1211	$ 22,437	$ 59,096	$ 65,127	$ 68,457	$ 69,826	$ 71,223	$ 278,495	$ 491,490	$ 500,871	$ 510,440	$ 520,200	$ 820,761	$ 1,127,333	$ 1,149,431	$ 1,171,971	$ 1,194,961		
		$ 356,166																	
State Revenue	Millage Rate	41.82%																	
State Education Tax (SET)	6.0000	$ -	$ 3,734	$ 4,351	$ 4,692	$ 4,798	$ 4,877	$ 26,434	$ 48,422	$ 49,390	$ 50,378	$ 51,385	$ 82,413	$ 114,061	$ 116,343	$ 118,669	$ 121,043		
School Operating Tax	18.0000	$ -	$ 11,202	$ 13,054	$ 14,077	$ 14,393	$ 14,630	$ 79,301	$ 145,265	$ 148,170	$ 151,134	$ 154,156	$ 247,239	$ 342,184	$ 349,028	$ 356,008	$ 363,129		
School Total	**24.0000**	**$ -**	**$ 14,936**	**$ 17,406**	**$ 18,769**	**$ 19,190**	**$ 19,506**	**$ 105,734**	**$ 193,687**	**$ 197,560**	**$ 201,512**	**$ 205,542**	**$ 329,653**	**$ 456,246**	**$ 465,371**	**$ 474,678**	**$ 484,172**		
Local Revenue	Millage Rate	58.18%																	
City Operating	17.4076	$ -	$ 10,833	$ 12,625	$ 13,614	$ 13,919	$ 14,148	$ 76,691	$ 140,484	$ 143,294	$ 146,160	$ 149,083	$ 239,103	$ 330,923	$ 337,541	$ 344,292	$ 351,178		
Senior	0.3469	$ -	$ 216	$ 252	$ 271	$ 277	$ 282	$ 1,528	$ 2,800	$ 2,856	$ 2,913	$ 2,971	$ 4,765	$ 6,595	$ 6,727	$ 6,861	$ 6,998		
DDA	1.7995	$ -	$ 1,120	$ 1,305	$ 1,407	$ 1,439	$ 1,463	$ 7,928	$ 14,522	$ 14,813	$ 15,109	$ 15,411	$ 24,717	$ 34,209	$ 34,893	$ 35,591	$ 36,303		
County Allocated	5.2168	$ -	$ 3,247	$ 3,783	$ 4,080	$ 4,171	$ 4,240	$ 22,983	$ 42,101	$ 42,943	$ 43,802	$ 44,678	$ 71,655	$ 99,173	$ 101,156	$ 103,179	$ 105,243		
Transit	0.5938	$ -	$ 370	$ 431	$ 464	$ 475	$ 483	$ 2,616	$ 4,792	$ 4,888	$ 4,986	$ 5,085	$ 8,156	$ 11,288	$ 11,514	$ 11,744	$ 11,979		
Aging	0.4450	$ -	$ 277	$ 323	$ 348	$ 356	$ 362	$ 1,960	$ 3,591	$ 3,663	$ 3,736	$ 3,811	$ 6,112	$ 8,460	$ 8,629	$ 8,801	$ 8,977		
MOE	0.5470	$ -	$ 340	$ 397	$ 428	$ 437	$ 445	$ 2,410	$ 4,414	$ 4,503	$ 4,593	$ 4,685	$ 7,513	$ 10,399	$ 10,607	$ 10,819	$ 11,035		
Dispatch	0.4943	$ -	$ 308	$ 358	$ 387	$ 395	$ 402	$ 2,178	$ 3,989	$ 4,069	$ 4,150	$ 4,233	$ 6,789	$ 9,397	$ 9,585	$ 9,776	$ 9,972		
Rescue	0.1516	$ -	$ 94	$ 110	$ 119	$ 121	$ 123	$ 668	$ 1,223	$ 1,248	$ 1,273	$ 1,298	$ 2,082	$ 2,882	$ 2,940	$ 2,998	$ 3,058		
Veterans	0.0994	$ -	$ 62	$ 72	$ 78	$ 79	$ 81	$ 438	$ 802	$ 818	$ 835	$ 851	$ 1,365	$ 1,890	$ 1,927	$ 1,966	$ 2,005		
Heritage Trail	0.1957	$ -	$ 122	$ 142	$ 153	$ 156	$ 159	$ 862	$ 1,579	$ 1,611	$ 1,643	$ 1,676	$ 2,688	$ 3,720	$ 3,795	$ 3,871	$ 3,948		
Library	1.4585	$ -	$ 908	$ 1,058	$ 1,141	$ 1,166	$ 1,185	$ 6,426	$ 11,770	$ 12,006	$ 12,246	$ 12,491	$ 20,033	$ 27,726	$ 28,281	$ 28,847	$ 29,424		
ISD	3.7018	$ -	$ 2,304	$ 2,685	$ 2,895	$ 2,960	$ 3,009	$ 16,309	$ 29,875	$ 30,472	$ 31,081	$ 31,703	$ 50,846	$ 70,372	$ 71,780	$ 73,215	$ 74,679		
MAPS Sinking Fund	0.9255	$ -	$ 576	$ 671	$ 724	$ 740	$ 752	$ 4,077	$ 7,469	$ 7,618	$ 7,771	$ 7,926	$ 12,712	$ 17,594	$ 17,946	$ 18,305	$ 18,671		
Local Total	**33.3834**	**$ -**	**$ 20,775**	**$ 24,211**	**$ 26,108**	**$ 26,693**	**$ 27,133**	**$ 147,073**	**$ 269,413**	**$ 274,801**	**$ 280,297**	**$ 285,903**	**$ 458,538**	**$ 634,626**	**$ 647,319**	**$ 660,265**	**$ 673,470**		
State and Local Capture	Millage Rate																		
TOTAL	**57.3834**	$ -	**$ 35,711**	**$ 41,617**	**$ 44,877**	**$ 45,883**	**$ 46,639**	**$ 252,808**	**$ 463,100**	**$ 472,362**	**$ 481,809**	**$ 491,445**	**$ 788,191**	**$ 1,090,872**	**$ 1,112,689**	**$ 1,134,943**	**$ 1,157,642**		
Non-Capturable Millages	Millage Rate																		
MAPS Debt	0.3800	$ -	$ 236	$ 276	$ 297	$ 304	$ 309	$ 1,674	$ 3,067	$ 3,128	$ 3,191	$ 3,254	$ 5,219	$ 7,224	$ 7,368	$ 7,516	$ 7,666		
Library Debt	0.3577	$ -	$ 223	$ 259	$ 280	$ 286	$ 291	$ 1,576	$ 2,887	$ 2,944	$ 3,003	$ 3,063	$ 4,913	$ 6,800	$ 6,936	$ 7,075	$ 7,216		
		$ -	**$ 459**	**$ 535**	**$ 577**	**$ 590**	**$ 600**	**$ 3,250**	**$ 5,953**	**$ 6,073**	**$ 6,194**	**$ 6,318**	**$ 10,133**	**$ 14,024**	**$ 14,304**	**$ 14,590**	**$ 14,882**		

Table 2.1 - Annual Revenue and Brownfield Capture Estimates
Vault Marquette Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Estimated Taxable Value (TV) Increase Rate: 2.00%

			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS
Plan Year			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS
Capture Year			2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
Revenue Year																		
*Base Taxable Value			$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	
Annual Value Additions	$ 14,306,300																	
Cumulative Value Additions			$ 41,154,578	$ 41,977,669	$ 42,817,223	$ 43,673,567	$ 44,547,039	$ 45,437,979	$ 46,346,739	$ 47,273,674	$ 48,219,147	$ 49,183,530	$ 50,167,201	$ 51,170,545	$ 52,193,956	$ 53,237,835	$ 54,302,591	
Estimated New TV	100.00%		$ 20,963,328	$ 21,374,874	$ 21,794,650	$ 22,222,823	$ 22,659,558	$ 23,105,029	$ 23,559,408	$ 24,022,876	$ 24,495,613	$ 24,977,804	$ 25,469,639	$ 25,971,311	$ 26,483,017	$ 27,004,956	$ 27,537,335	
Incremental Difference (New TV - Base TV)			$ 20,577,289	$ 20,988,835	$ 21,408,611	$ 21,836,784	$ 22,273,519	$ 22,718,990	$ 23,173,369	$ 23,636,837	$ 24,109,574	$ 24,591,765	$ 25,083,600	$ 25,585,272	$ 26,096,978	$ 26,618,917	$ 27,151,296	
Total School Revenue	Millage Rate																	
	41.29%	24.0000	$ 503,120	$ 512,997	$ 523,072	$ 533,348	$ 543,829	$ 554,521	$ 565,426	$ 576,549	$ 587,895	$ 599,467	$ 611,271	$ 623,311	$ 635,592	$ 648,119	$ 660,896	$ 12,033,287
Total Local Revenue	Millage Rate																	
	58.71%	34.1211	$ 715,292	$ 729,334	$ 743,657	$ 758,267	$ 773,169	$ 788,369	$ 803,873	$ 819,687	$ 835,817	$ 852,270	$ 869,052	$ 886,170	$ 903,630	$ 921,439	$ 939,604	$ 17,107,874
Total Revenue	Millage Rate																	
		58.1211	$ 1,218,412	$ 1,242,331	$ 1,266,729	$ 1,291,615	$ 1,316,998	$ 1,342,890	$ 1,369,299	$ 1,396,236	$ 1,423,712	$ 1,451,737	$ 1,480,323	$ 1,509,481	$ 1,539,222	$ 1,569,558	$ 1,600,500	$ 29,141,161
State Revenue	Millage Rate																	
State Education Tax (SET)		6.0000	$ 123,464	$ 125,933	$ 128,452	$ 131,021	$ 133,641	$ 136,314	$ 139,040	$ 141,821	$ 144,657	$ 147,551	$ 150,502	$ 153,512	$ 156,582	$ 159,714	$ 162,908	
School Operating Tax		18.0000	$ 370,391	$ 377,799	$ 385,355	$ 393,062	$ 400,923	$ 408,942	$ 417,121	$ 425,463	$ 433,972	$ 442,652	$ 451,505	$ 460,535	$ 469,746	$ 479,141	$ 488,723	
School Total		**24.0000**	**$ 493,855**	**$ 503,732**	**$ 513,807**	**$ 524,083**	**$ 534,564**	**$ 545,256**	**$ 556,161**	**$ 567,284**	**$ 578,630**	**$ 590,202**	**$ 602,006**	**$ 614,047**	**$ 626,327**	**$ 638,854**	**$ 651,631**	$ 11,744,399
Local Revenue	Millage Rate																	
City Operating		17.4076	$ 358,201	$ 365,365	$ 372,673	$ 380,126	$ 387,729	$ 395,483	$ 403,393	$ 411,461	$ 419,690	$ 428,084	$ 436,645	$ 445,378	$ 454,286	$ 463,371	$ 472,639	$ 8,518,408
Senior		0.3469	$ 7,138	$ 7,281	$ 7,427	$ 7,575	$ 7,727	$ 7,881	$ 8,039	$ 8,200	$ 8,364	$ 8,531	$ 8,702	$ 8,876	$ 9,053	$ 9,234	$ 9,419	
DDA		1.7995	$ 37,029	$ 37,769	$ 38,525	$ 39,295	$ 40,081	$ 40,883	$ 41,700	$ 42,534	$ 43,385	$ 44,253	$ 45,138	$ 46,041	$ 46,962	$ 47,901	$ 48,859	
County Allocated		5.2168	$ 107,348	$ 109,495	$ 111,684	$ 113,918	$ 116,196	$ 118,520	$ 120,891	$ 123,309	$ 125,775	$ 128,290	$ 130,856	$ 133,473	$ 136,143	$ 138,866	$ 141,643	
Transit		0.5938	$ 12,219	$ 12,463	$ 12,712	$ 12,967	$ 13,226	$ 13,491	$ 13,760	$ 14,036	$ 14,316	$ 14,603	$ 14,895	$ 15,193	$ 15,496	$ 15,806	$ 16,122	
Aging		0.4450	$ 9,157	$ 9,340	$ 9,527	$ 9,717	$ 9,912	$ 10,110	$ 10,312	$ 10,518	$ 10,729	$ 10,943	$ 11,162	$ 11,385	$ 11,613	$ 11,845	$ 12,082	
MOE		0.5470	$ 11,256	$ 11,481	$ 11,711	$ 11,945	$ 12,184	$ 12,427	$ 12,676	$ 12,929	$ 13,188	$ 13,452	$ 13,721	$ 13,995	$ 14,275	$ 14,561	$ 14,852	
Dispatch		0.4943	$ 10,171	$ 10,375	$ 10,582	$ 10,794	$ 11,010	$ 11,230	$ 11,455	$ 11,684	$ 11,917	$ 12,156	$ 12,399	$ 12,647	$ 12,900	$ 13,158	$ 13,421	
Rescue		0.1516	$ 3,120	$ 3,182	$ 3,246	$ 3,310	$ 3,377	$ 3,444	$ 3,513	$ 3,583	$ 3,655	$ 3,728	$ 3,803	$ 3,879	$ 3,956	$ 4,035	$ 4,116	
Veterans		0.0994	$ 2,045	$ 2,086	$ 2,128	$ 2,171	$ 2,214	$ 2,258	$ 2,303	$ 2,350	$ 2,396	$ 2,444	$ 2,493	$ 2,543	$ 2,594	$ 2,646	$ 2,699	
Heritage Trail		0.1957	$ 4,027	$ 4,108	$ 4,190	$ 4,273	$ 4,359	$ 4,446	$ 4,535	$ 4,626	$ 4,718	$ 4,813	$ 4,909	$ 5,007	$ 5,107	$ 5,209	$ 5,314	
Library		1.4585	$ 30,012	$ 30,612	$ 31,224	$ 31,849	$ 32,486	$ 33,136	$ 33,798	$ 34,474	$ 35,164	$ 35,867	$ 36,584	$ 37,316	$ 38,062	$ 38,824	$ 39,600	
ISD		3.7018	$ 76,173	$ 77,696	$ 79,250	$ 80,835	$ 82,452	$ 84,101	$ 85,783	$ 87,499	$ 89,249	$ 91,034	$ 92,854	$ 94,712	$ 96,606	$ 98,538	$ 100,509	
MAPS Sinking Fund		0.9255	$ 19,044	$ 19,425	$ 19,814	$ 20,210	$ 20,614	$ 21,026	$ 21,447	$ 21,876	$ 22,313	$ 22,760	$ 23,215	$ 23,679	$ 24,153	$ 24,636	$ 25,129	
Local Total		**33.3834**	**$ 686,940**	**$ 700,679**	**$ 714,692**	**$ 728,986**	**$ 743,566**	**$ 758,437**	**$ 773,606**	**$ 789,078**	**$ 804,860**	**$ 820,957**	**$ 837,376**	**$ 854,123**	**$ 871,206**	**$ 888,630**	**$ 906,403**	$ 16,336,165
State and Local Capture	Millage Rate																	
TOTAL		**57.3834**	**$ 1,180,795**	**$ 1,204,411**	**$ 1,228,499**	**$ 1,253,069**	**$ 1,278,130**	**$ 1,303,693**	**$ 1,329,767**	**$ 1,356,362**	**$ 1,383,489**	**$ 1,411,159**	**$ 1,439,382**	**$ 1,468,170**	**$ 1,497,533**	**$ 1,527,484**	**$ 1,558,034**	$ 28,080,564
Non-Capturable Millages	Millage Rate																	
Library Debt		0.3577	$ 7,360	$ 7,508	$ 7,658	$ 7,811	$ 7,967	$ 8,127	$ 8,289	$ 8,455	$ 8,624	$ 8,796	$ 8,972	$ 9,152	$ 9,335	$ 9,522	$ 9,712	$ 175,040
MAPS Debt		0.3800	$ 7,819	$ 7,976	$ 8,135	$ 8,298	$ 8,464	$ 8,633	$ 8,806	$ 8,982	$ 9,162	$ 9,345	$ 9,532	$ 9,722	$ 9,917	$ 10,115	$ 10,317	$ 185,953
			$ 15,180	**$ 15,483**	**$ 15,793**	**$ 16,109**	**$ 16,431**	**$ 16,760**	**$ 17,095**	**$ 17,437**	**$ 17,786**	**$ 18,141**	**$ 18,504**	**$ 18,874**	**$ 19,252**	**$ 19,637**	**$ 20,030**	

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Vault Marquette Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Local-Only Taxes	Total
State	**41.82%**	**$ 5,266,202**	$ 735,114	$ -		$ 6,001,316
Local	**58.18%**	**$ 7,325,156**		$ -	**$ 426,648**	$ 7,751,804
TOTAL	100.0%	**$ 12,591,358**	**$ 735,114**	**$ -**		**$ 13,753,120**
EGLE		$ 681,517				
MSF		$ 11,909,840				
TOTAL		**$ 12,591,358**				

Years of Capture:	
Local Eligible Activities	30
State Eligible Activities	30
LBRF	N/A

Estimated Capture	$ 12,591,358
Administrative Fees	$ 426,648
State Revolving Fund	$ 735,114
LBRF	$ -
TOTAL	$ 13,753,120

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan/Capture Year			**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Project Year								**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
Revenue Year			2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
*Base Taxable Value			$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 386,039
Annual Value Additions			$ -						$ -	$ -	$ -	$ -	$ -	$ 3,159,900	$ 3,159,900	$ -	$ -	$ -	$ -
Cumulative Value Additions				$ 1,244,652	$ 1,450,483	$ 1,564,119	$ 1,599,168	$ 1,625,514	$ 8,811,174	$ 16,140,547	$ 16,463,358	$ 16,792,625	$ 17,128,478	$ 20,630,948	$ 24,203,466	$ 24,687,536	$ 25,181,287	$ 25,684,912	$ 26,198,610
Estimated New TV			$ 386,039	$ 1,008,365	$ 1,111,280	$ 1,168,098	$ 1,185,623	$ 1,198,796	$ 4,791,626	$ 8,456,313	$ 8,617,718	$ 8,782,352	$ 8,950,278	$ 10,701,513	$ 12,487,772	$ 12,729,807	$ 12,976,682	$ 13,228,495	$ 13,485,344
Incremental Difference (New TV - Base TV)				$ 622,326	$ 725,241	$ 782,059	$ 799,584	$ 812,757	$ 4,405,587	$ 8,070,274	$ 8,231,679	$ 8,396,313	$ 8,564,239	$ 10,315,474	$ 12,101,733	$ 12,343,768	$ 12,590,643	$ 12,842,456	$ 13,099,305
Total School Revenue	Millage Rate																		
	41.29%	24.0000	$ 9,265	$ 48,805	$ 53,786	$ 56,536	$ 57,667	$ 58,820	$ 114,999	$ 202,952	$ 206,825	$ 210,776	$ 214,807	$ 256,836	$ 299,707	$ 305,515	$ 311,440	$ 317,484	$ 323,648
Total Local Revenue	Millage Rate																		
	58.71%	34.1211	$ 13,172	$ 69,387	$ 76,468	$ 80,378	$ 81,985	$ 83,625	$ 163,496	$ 288,539	$ 294,046	$ 299,664	$ 305,393	$ 365,147	$ 426,097	$ 434,355	$ 442,779	$ 451,371	$ 460,135
Total Revenue	Millage Rate																		
		58.1211	$ 22,437	$ 118,191	$ 130,254	$ 136,914	$ 139,652	$ 142,445	$ 278,495	$ 491,490	$ 500,871	$ 510,440	$ 520,200	$ 621,984	$ 725,803	$ 739,870	$ 754,219	$ 768,855	$ 783,783
										85.74%									
Plan Year			0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Revenue Year	notes	Capture Rate	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Total State Incremental Revenue		41.82%	$ -	$ 14,936	$ 17,406	$ 18,769	$ 19,190	$ 19,506	$ 105,734	$ 193,687	$ 197,560	$ 201,512	$ 205,542	$ 247,571	$ 290,442	$ 296,250	$ 302,175	$ 308,219	$ 314,383
State Brownfield Revolving Fund (50% of SET)			$ -	$ 1,867	$ 2,176	$ 2,346	$ 2,399	$ 2,438	$ 13,217	$ 24,211	$ 24,695	$ 25,189	$ 25,693	$ 30,946	$ 36,305	$ 37,031	$ 37,772	$ 38,527	$ 39,298
State TIR Available for Reimbursement			**$ -**	**$ 13,069**	**$ 15,230**	**$ 16,423**	**$ 16,791**	**$ 17,068**	**$ 92,517**	**$ 169,476**	**$ 172,865**	**$ 176,323**	**$ 179,849**	**$ 216,625**	**$ 254,136**	**$ 259,219**	**$ 264,404**	**$ 269,692**	**$ 275,085**
Total Local Incremental Revenue		58.18%	$ -	$ 20,775	$ 24,211	$ 26,108	$ 26,693	$ 27,133	$ 147,073	$ 269,413	$ 274,801	$ 280,297	$ 285,903	$ 344,366	$ 403,997	$ 412,077	$ 420,318	$ 428,725	$ 437,299
BRA Administrative Fee	5% $ 426,648		$ -	$ 1,039	$ 1,211	$ 1,305	$ 1,335	$ 1,357	$ 7,354	$ 13,471	$ 13,740	$ 14,015	$ 14,295	$ 17,218	$ 20,200	$ 20,604	$ 21,016	$ 21,436	$ 21,865
Local TIR Available for Reimbursement			**$ -**	**$ 19,737**	**$ 23,000**	**$ 24,802**	**$ 25,358**	**$ 25,776**	**$ 139,720**	**$ 255,943**	**$ 261,061**	**$ 266,283**	**$ 271,608**	**$ 327,147**	**$ 383,797**	**$ 391,473**	**$ 399,303**	**$ 407,289**	**$ 415,434**
Total State & Local TIR Available for Reimbursement		**$ -**	**$ -**	**$ 32,805**	**$ 38,231**	**$ 41,226**	**$ 42,149**	**$ 42,844**	**$ 232,237**	**$ 425,418**	**$ 433,927**	**$ 442,605**	**$ 451,457**	**$ 543,772**	**$ 637,934**	**$ 650,692**	**$ 663,706**	**$ 676,980**	**$ 690,520**
DEVELOPER	Beginning Balance			**$ 32,805**															
	100%	$11,869,840	% Allocation	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Developer Reimbursement		$11,869,840		$ 32,805	$ 38,231	$ 41,226	$ 42,149	$ 42,844	$ 228,237	$ 421,418	$ 429,927	$ 438,605	$ 447,457	$ 470,621	$ 564,782	$ 577,540	$ 590,554	$ 603,828	$ 621,368
Developer Reimbursement Balance		***$11,869,840***	***$ 11,869,840***	***$ 11,837,035***	***$ 11,798,804***	***$ 11,757,579***	***$ 11,715,429***	***$ 11,672,585***	***$ 11,444,348***	***$ 11,022,930***	***$ 10,593,003***	***$ 10,154,398***	***$ 9,706,941***	***$ 9,236,320***	***$ 8,671,539***	***$ 8,093,998***	***$ 7,503,444***	***$ 6,899,615***	***$ 6,278,247***
EGLE Loan Repayment	Beginning Balance																		
			% Allocation											0%	0%	0%	0%	0%	0%
EGLE Loan Reimbursement		$681,517		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	68,152	$ 68,152	$ 68,152	$ 68,152	$ 68,152	$ 68,152
EGLE Loan Reimbursement Balance			***$681,517***	***$ 681,517***	***$ 681,517***	***$ 681,517***	***$ 681,517***	***$ 681,517***	***$ 681,517***	***$ 681,517***	***$ 681,517***	***$ 681,517***	***$ 681,517***	***$ 613,366***	***$ 545,214***	***$ 477,062***	***$ 408,910***	***$ 340,759***	***$ 272,607***
MBRA	Beginning Balance	$ 50,000																	
			% Allocation		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
MBRA Reimbursement		$50,000		$ -	$ -	$ -	$ -	$ -	4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 1,000
MBRA Reimbursement Balance			***$50,000***	***$ 50,000***	***$ 50,000***	***$ 50,000***	***$ 50,000***	***$ 50,000***	***$ 46,000***	***$ 42,000***	***$ 38,000***	***$ 34,000***	***$ 30,000***	***$ 25,000***	***$ 20,000***	***$ 15,000***	***$ 10,000***	***$ 5,000***	***$ 4,000***
MSF Non-Environmental Costs		*$11,909,840*	*$ -*	*$ 32,805*	*$ 38,231*	*$ 41,226*	*$ 42,149*	*$ 42,844*	*$ 232,237*	*$ 425,418*	*$ 433,927*	*$ 442,605*	*$ 451,457*	*$ 475,621*	*$ 569,782*	*$ 582,540*	*$ 595,554*	*$ 608,828*	*$ 622,368*
State Tax Reimbursement	94.59%	$ 4,981,165	$ -	$ 13,721	$ 15,990	$ 17,242	$ 17,629	$ 17,919	$ 97,131	$ 177,927	$ 181,485	$ 185,115	$ 188,817	$ 198,923	$ 238,305	$ 243,641	$ 249,084	$ 254,636	$ 260,299
Local Tax Reimbursement	94.59%	$ 6,928,676	$ -	$ 19,085	$ 22,241	$ 23,983	$ 24,521	$ 24,925	$ 135,106	$ 247,492	$ 252,441	$ 257,490	$ 262,640	$ 276,697	$ 331,477	$ 338,899	$ 346,470	$ 354,192	$ 362,069
Total MSF Reimbursement Balance			*$ 11,909,840*	*$ 11,877,035*	*$ 11,838,804*	*$ 11,797,579*	*$ 11,755,429*	*$ 11,712,585*	*$ 11,480,348*	*$ 11,054,930*	*$ 10,621,003*	*$ 10,178,398*	*$ 9,726,941*	*$ 9,251,320*	*$ 8,681,539*	*$ 8,098,998*	*$ 7,503,444*	*$ 6,894,615*	*$ 6,272,247*
State MSF Balance to Be Reimbursed			*$ 4,981,165*	*$ 4,967,444*	*$ 4,951,455*	*$ 4,934,212*	*$ 4,916,584*	*$ 4,898,665*	*$ 4,801,534*	*$ 4,623,607*	*$ 4,442,122*	*$ 4,257,007*	*$ 4,068,190*	*$ 3,869,267*	*$ 3,630,962*	*$ 3,387,320*	*$ 3,138,236*	*$ 2,883,600*	*$ 2,623,301*
Local MSF Balance to Be Reimbursed			*$ 6,928,676*	*$ 6,909,591*	*$ 6,887,350*	*$ 6,863,366*	*$ 6,838,845*	*$ 6,813,920*	*$ 6,678,814*	*$ 6,431,322*	*$ 6,178,881*	*$ 5,921,391*	*$ 5,658,751*	*$ 5,382,053*	*$ 5,050,577*	*$ 4,711,678*	*$ 4,365,208*	*$ 4,011,015*	*$ 3,648,946*
EGLE Environmental Costs		*$681,517*	*$ -*											*$ 68,152*	*$ 68,152*	*$ 68,152*	*$ 68,152*	*$ 68,152*	*$ 68,152*
State Tax Reimbursement	5.41%	$ 285,037	$ -											$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504	$ 28,504
Local Tax Reimbursement	5.41%	$ 396,480	$ -											$ 39,648	$ 39,648	$ 39,648	$ 39,648	$ 39,648	$ 39,648
Total EGLEReimbursement Balance			*$ 681,517*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 68,152*	*$ 68,152*	*$ 68,152*	*$ 68,152*	*$ 68,152*	*$ 68,152*
State EGLE Balance to Be Reimbursed			*$ 285,037*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 28,504*	*$ 28,504*	*$ 28,504*	*$ 28,504*	*$ 28,504*	*$ 28,504*
Local EGLE Balance to Be Reimbursed			*$ 396,480*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 39,648*	*$ 39,648*	*$ 39,648*	*$ 39,648*	*$ 39,648*	*$ 39,648*
Total Annual Eligible Activity Reimbursement			*$ -*	*$ 32,805*	*$ 38,231*	*$ 41,226*	*$ 42,149*	*$ 42,844*	*$ 232,237*	*$ 425,418*	*$ 433,927*	*$ 442,605*	*$ 451,457*	*$ 543,772*	*$ 637,934*	*$ 650,692*	*$ 663,706*	*$ 676,980*	*$ 690,520*
Local Only Costs	5%																		
Local Tax Reimbursement			*$ -*															*$ -*	*$ -*
Total Local Only Reimbursement Balance			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Brownfield Revolving Fund																			
State Tax Capture	$ -		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*							
Local Tax Capture	$ -		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*							
Total LBRF Capture	$ -		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*						*$ -*	
Total Annual Brownfield Capture Reimbursement			*$ -*	*$ 33,844*	*$ 39,441*	*$ 42,531*	*$ 43,484*	*$ 44,200*	*$ 239,591*	*$ 438,889*	*$ 447,667*	*$ 456,620*	*$ 465,752*	*$ 560,991*	*$ 658,133*	*$ 671,296*	*$ 684,722*	*$ 698,416*	*$ 712,385*

Footnotes:

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Vault Marquette Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Estimated Taxable Value (TV) Increase Rate: 2.00%

Local and State Eligible Activity Capture Ends

Plan/Capture Year				17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS
Project Year				12	13	14	15	16	17	18	19	20	21	22	23	24	25	TOTALS
Revenue Year				2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
*Base Taxable Value				$ 386,039	$ 386,039	$ 386,039	$ 386,039	$ 377,515	$ 377,515	$ 377,515	$ 377,515	$ 377,515	$ 377,515	$ 377,515	$ 377,515	$ 377,515	$ 377,515	
Annual Value Additions				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Cumulative Value Additions				$ 26,722,583	$ 27,257,034	$ 27,802,175	$ 28,358,219	$ 28,925,383	$ 29,503,891	$ 30,093,968	$ 30,695,848	$ 31,309,765	$ 31,935,960	$ 32,574,679	$ 33,226,173	$ 33,890,696	$ 34,568,510	
Estimated New TV				$ 13,747,330	$ 14,014,556	$ 14,287,127	$ 14,565,148	$ 14,848,730	$ 15,137,984	$ 15,433,023	$ 15,733,963	$ 16,040,921	$ 16,354,019	$ 16,673,379	$ 16,999,125	$ 17,331,387	$ 17,670,294	
Incremental Difference (New TV - Base TV)				$ 13,361,291	$ 13,628,517	$ 13,901,088	$ 14,179,109	$ 14,462,691	$ 14,751,945	$ 15,046,984	$ 15,347,924	$ 15,654,882	$ 15,967,980	$ 16,287,340	$ 16,613,086	$ 16,945,348	$ 17,284,255	
Total School Revenue	Millage Rate																	
	41.29%	24.0000		$ 329,936	$ 336,349	$ 342,891	$ 349,564	$ 356,370	$ 363,312	$ 370,393	$ 377,615	$ 384,982	$ 392,496	$ 400,161	$ 407,979	$ 415,953	$ 424,087	$ 8,292,691
Total Local Revenue	Millage Rate																	
	58.71%	34.1211		$ 469,074	$ 478,192	$ 487,492	$ 496,979	$ 506,655	$ 516,525	$ 526,592	$ 536,860	$ 547,334	$ 558,017	$ 568,914	$ 580,029	$ 591,366	$ 602,930	$ 11,789,822
Total Revenue	Millage Rate																	
	58.1211			$ 799,010	$ 814,541	$ 830,384	$ 846,542	$ 863,025	$ 879,836	$ 896,984	$ 914,475	$ 932,316	$ 950,514	$ 969,075	$ 988,008	$ 1,007,319	$ 1,027,017	$ 20,082,513

Plan Year				17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Revenue Year	notes		Capture Rate	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	TOTAL
Total State Incremental Revenue			41.82%	$ 320,671	$ 327,084	$ 333,626	$ 340,299	$ 347,105	$ 354,047	$ 361,128	$ 368,350	$ 375,717	$ 383,232	$ 390,896	$ 398,714	$ 406,688	$ 414,822	$ 7,460,439
State Brownfield Revolving Fund (50% of SET)				$ 40,084	$ 40,886	$ 41,703	$ 42,537	$ 43,388	$ 44,256	$ 45,141	$ 46,044	$ 46,965	$ -	$ -	$ -	$ -	$ -	$ 735,114
State TIR Available for Reimbursement				**$ 280,587**	**$ 286,199**	**$ 291,923**	**$ 297,761**	**$ 303,717**	**$ 309,791**	**$ 315,987**	**$ 322,306**	**$ 328,753**	**$ 383,232**	**$ 390,896**	**$ 398,714**	**$ 406,688**	**$ 414,822**	$ 6,725,325
Total Local Incremental Revenue			58.18%	$ 446,045	$ 454,966	$ 464,066	$ 473,347	$ 482,814	$ 492,470	$ 502,319	$ 512,366	$ 522,613	$ 533,065	$ 543,727	$ 554,601	$ 565,693	$ 577,007	$ 10,377,284
BRA Administrative Fee	5%	$ 426,648		$ 22,302	$ 22,748	$ 23,203	$ 23,667	$ 24,141	$ 24,624	$ 25,116	$ 25,618	$ 26,131	$ 8,732	$ 8,906	$ -	$ -	$ -	$ 426,648
Local TIR Available for Reimbursement				**$ 423,743**	**$ 432,218**	**$ 440,862**	**$ 449,680**	**$ 458,673**	**$ 467,847**	**$ 477,204**	**$ 486,748**	**$ 496,483**	**$ 524,334**	**$ 534,820**	**$ 554,601**	**$ 565,693**	**$ 577,007**	**$ 9,950,636**
Total State & Local TIR Available for Reimbursement			$ -	**$ 704,330**	**$ 718,417**	**$ 732,785**	**$ 747,441**	**$ 762,390**	**$ 777,637**	**$ 793,190**	**$ 809,054**	**$ 825,235**	**$ 907,565**	**$ 925,716**	**$ 953,315**	**$ 972,382**	**$ 991,829**	**$ 16,675,961**
DEVELOPER	Beginning Balance			100%	100%	100%	100%	100%	100%	100%	96%	50%	48%	0%	0%	0%	0%	
Developer Reimbursement		100%	$11,869,840	$ 635,178	$ 649,265	$ 663,633	$ 678,289	$ 762,390	$ 777,637	$ 793,190	$ 768,379	$ 270,354	$ 279,931	$ -	$ -	$ -	$ (1)	$ 11,869,839
Developer Reimbursement Balance			*$11,869,840*	***$ 5,643,069***	***$ 4,993,804***	***$ 4,330,170***	***$ 3,651,881***	***$ 2,889,492***	***$ 2,111,854***	***$ 1,318,664***	***$ 550,285***	***$ 279,931***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 1***	***$ -***
EGLE Loan Repayment	Beginning Balance			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
EGLE Loan Reimbursement			$681,517	$ 68,152	$ 68,152	$ 68,152	$ 68,152					$ -	$ -	$ -	$ -	$ -	$ -	$ 681,517
EGLE Loan Reimbursement Balance				***$ 204,455***	***$ 136,303***	***$ 68,152***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
MBRA	Beginning Balance	$ 50,000		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
MBRA Reimbursement			$50,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000
MBRA Reimbursement Balance				***$ 3,000***	***$ 2,000***	***$ 1,000***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
MSF Non-Environmental Costs			*$11,909,840*	*$ 636,178*	*$ 650,265*	*$ 664,633*	*$ 679,289*	*$ 762,390*	*$ 777,637*	*$ 793,190*	*$ 615,554*	*$ 423,180*	*$ 212,667*	*$ 67,264*	*$ -*	*$ -*	*$ -*	*$ 11,919,841*
State Tax Reimbursement	94.59%		$ 4,981,165	$ 266,075	$ 271,966	$ 277,976	$ 284,105	$ 318,861	$ 325,239	$ 331,743	$ 257,449	$ 176,990	$ 88,946	$ 23,949	$ -	$ -	$ -	$ 4,981,164
Local Tax Reimbursement	94.59%		$ 6,928,676	$ 370,104	$ 378,299	$ 386,657	$ 395,184	$ 443,528	$ 452,399	$ 461,447	$ 358,105	$ 246,189	$ 123,721	$ 33,314	$ -	$ -	$ -	$ 6,928,675
Total MSF Reimbursement Balance				*$ 5,636,069*	*$ 4,985,804*	*$ 4,321,170*	*$ 3,641,881*	*$ 2,879,492*	*$ 2,101,854*	*$ 1,308,664*	*$ 693,110*	*$ 269,931*	*$ 57,264*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ -*
State MSF Balance to Be Reimbursed				*$ 2,357,226*	*$ 2,085,260*	*$ 1,807,284*	*$ 1,523,178*	*$ 1,204,317*	*$ 879,078*	*$ 547,335*	*$ 289,886*	*$ 112,896*	*$ 23,950*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	
Local MSF Balance to Be Reimbursed				*$ 3,278,843*	*$ 2,900,544*	*$ 2,513,887*	*$ 2,118,703*	*$ 1,675,175*	*$ 1,222,776*	*$ 761,329*	*$ 403,224*	*$ 157,035*	*$ 33,314*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	
EGLE Environmental Costs			*$681,517*	*$ 68,152*	*$ 68,152*	*$ 68,152*	*$ 68,152*			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 681,517*
State Tax Reimbursement	5.41%		$ 285,037	$ 28,504	$ 28,504	$ 28,504	$ 28,504					$ -						$ 285,037
Local Tax Reimbursement	5.41%		$ 396,480	$ 39,648	$ 39,648	$ 39,648	$ 39,648					$ -						$ 396,480
Total EGLEReimbursement Balance				*$ 68,152*	*$ 68,152*	*$ 68,152*	*$ 68,152*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
State EGLE Balance to Be Reimbursed				*$ 28,504*	*$ 28,504*	*$ 28,504*	*$ 28,504*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
Local EGLE Balance to Be Reimbursed				*$ 39,648*	*$ 39,648*	*$ 39,648*	*$ 39,648*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
Total Annual Eligible Activity Reimbursement				*$ 704,330*	*$ 718,417*	*$ 732,785*	*$ 747,441*	*$ 762,390*	*$ 777,637*	*$ 793,190*	*$ 615,554*	*$ 423,180*	*$ 212,667*	*$ 67,264*	*$ -*	*$ -*	*$ -*	*$ 12,601,358*
Local Only Costs	5%																	
Local Tax Reimbursement				$ -	$ -													$ -
Total Local Only Reimbursement Balance				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Brownfield Revolving Fund																		
State Tax Capture	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Local Tax Capture	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Total LBRF Capture	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Brownfield Capture Reimbursement				*$ 726,632*	*$ 741,165*	*$ 755,988*	*$ 771,108*	*$ 786,530*	*$ 802,261*	*$ 818,306*	*$ 641,172*	*$ 449,310*	*$ 221,399*	*$ 76,170*	*$ -*	*$ -*	*$ -*	*$ 13,028,006*

Footnotes:

ATTACHMENT A – BROWNFIELD PLAN RESOLUTIONS

RESOLUTION
Brownfield Plan Amendment – Vault Marquette
City of Marquette Brownfield Redevelopment Authority

At a special meeting of the City of Marquette Brownfield Redevelopment Authority of Marquette, Michigan, held at the Marquette Municipal Service Center, 1100 Wright Street, Marquette, Michigan on April 8, 2026 at 9:00 a.m., the following resolution was offered by

Authority Member _____ and supported by

Authority Member _____.

Whereas The Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, historic or housing property through tax increment financing of Eligible Activities approved in a Brownfield Plan; and

Whereas the Marquette City Commission (the "Commission") established the City of Marquette Brownfield Redevelopment Authority (MBRA) under the procedures under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998 to facilitate the cleanup and redevelopment of Brownfields within the City of Marquette; and,

Whereas the Vault Marquette Brownfield Plan was approved by the MBRA on June 17, 2021 and the Commission on July 12, 2021 for the redevelopment of the Marquette Savings Bank at 101 S. Front Street and 119 S. Lakeshore Boulevard and changes to the redevelopment precipitated a Brownfield Plan Amendment; and

Whereas the Vault Marquette Brownfield Plan Amendment has been prepared that outlines the qualifications, costs, impacts, and incentives for the project for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan Amendment for an 80-room hotel and parking facility on the 119 S. Lakeshore Boulevard and redevelopment of the former State Savings Bank and an addition at 101 S. Front Street; and

Whereas the City of Marquette Brownfield Redevelopment Authority has reviewed the Brownfield Plan Amendment and finds that it meets the requirements of Act 381 and constitutes a public purpose public purpose of preserving an historic building, significantly increasing the value of downtown property, increasing downtown parking, job creation, increased private investment and economic development, and public infrastructure improvements; and

Whereas a public hearing on the Brownfield Plan Amendment is anticipated to be held at the regular meeting of the Marquette City Commission on April 13, 2025 and notice of the public hearing and notice to taxing jurisdictions will be provided in compliance with the requirements of Act 381.

Now, Therefore be it Resolved that the City of Marquette Brownfield Redevelopment Authority hereby approves the Brownfield Plan Amendment for Vault Marquette subject to final review and approval by the Executive Director, and recommends approval by the Marquette City Commission; and

Be it Further Resolved that should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof, other than the part so declared to be invalid; and,

Be it Further Resolved that any prior resolution, or any part thereof, in conflict with any of the provisions of this Resolution are hereby repealed.

Yes:_____

No:_____

Resolution duly adopted

_____
Callie New, Chair, City of Marquette
Brownfield Redevelopment Authority

Certified to be a true copy

_____
Date

_____
Matt Tuccini, Secretary

RESOLUTION
Brownfield Plan Amendment Approval
Vault Marquette
101 S. Front Street and 119 S. Lakeshore Boulevard

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on April 13, 2026, at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

Whereas The Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, or historic property through tax increment financing of Eligible Activities approved in a Brownfield Plan; and

Whereas the Marquette City Commission (the "Commission") established the City of Marquette Brownfield Redevelopment Authority (MBRA) under the procedures under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998 to facilitate the cleanup and redevelopment of Brownfields within the City of Marquette; and,

Whereas the Vault Marquette Brownfield Plan was approved by the MBRA on June 17, 2021 and the Commission on July 12, 2021 for the redevelopment of the Marquette Savings Bank at 101 S. Front Street and 119 S. Lakeshore Boulevard and changes to the redevelopment precipitated a Brownfield Plan Amendment; and

Whereas the Vault Marquette Brownfield Plan Amendment has been prepared that outlines the qualifications, costs, impacts, and incentives for the project for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan Amendment for an 80-room hotel and parking facility on the 119 S. Lakeshore Boulevard and redevelopment of the former State Savings Bank and an addition at 101 S. Front Street; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Brownfield Plan Amendment and determined the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of preserving an historic building, significantly increasing the value of downtown property, increasing downtown parking, job creation, increased private investment and economic development, and public infrastructure improvements; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Brownfield Plan Amendment at a special meeting on April 13, 2026 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Brownfield Plan was held on April 13, 2026, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

Now, Therefore be it Resolved, Whereas, The Marquette City Commission has reviewed the Brownfield Plan Amendment and finds, in accordance with the requirements of Section 14 of Act 381 that:

(a) The Brownfield Plan Amendment constitutes a public purpose of preserving an historic building, significantly increasing the value of downtown property, increasing downtown parking, job creation, increased private investment and economic development, and public infrastructure improvements.
(b) The Brownfield Plan meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan Amendment, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of Eligible Activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of Eligible Property, estimates of persons residing on the Eligible Property if applicable, and a plan and provisions for relocation of residents, if applicable.
(c) The proposed method of financing the costs of Eligible Activities for private Eligible Activities and the Authority and the City of Marquette for public infrastructure is feasible, as described in Section 2.4 of the Brownfield Plan Amendment.
(d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence and due care activities, meeting regulatory requirements for lead and asbestos inspection and abatement prior to demolition, demolition, relocation of active utilities, site preparation and private and public infrastructure, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described in Section 2.1 and 2.2 of the Brownfield Plan; and
(e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan Amendment is reasonable, as calculated in Table 2.1 and 2.2 of the Brownfield Plan, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding Eligible Activity obligation approved as part of the Brownfield Plan Amendment and expenses reviewed and approved by the City of Marquette Brownfield Redevelopment Authority; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq,* the Marquette City Commission hereby approves the Brownfield Plan Amendment for the Vault Marquette.

Be it Further Resolved that should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof, other than the part so declared to be invalid; and,

Be it Further Resolved that any prior resolutions, or any part thereof, in conflict with any of the provisions of this Resolution are hereby repealed.

Yes:_____

No:_____

Resolution duly adopted

_____
Paul Schloegel, Mayor
City of Marquette

Certified to be a true copy, _____
Date

_____
Kyle Whitney, City Clerk

ATTACHMENT B – INTERLOCAL AGREEMENT: MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY/MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY

INTERLOCAL AGREEMENT TO USE DDA TAX INCREMENT REVENUES FOR THE VAULT MARQUETTE BROWNFIELD REDEVELOPMENT PROJECT

WHEREAS, the Urban Cooperation Act, PA7 of 1967, Extra Session (Act 7), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share to in common and that each might exercise separately; and

WHEREAS, the City of Marquette Downtown Development Authority ("DDA") was duly established pursuant to PA 197 of 1975 as amended (Act 197); and

WHEREAS, the City of Marquette Brownfield Redevelopment Authority ("MBRA") was duly established pursuant to PA 381, 1996, as amended (Act 381); and

WHEREAS, the MBRA and DDA are each considered a "public agency" under Act 7; and

WHEREAS, the MBRA has the authority to pay for "Eligible Activities" and capture tax increment revenues generated by the levy of certain taxes via approved Brownfield Plans pursuant to and as described in Act 381; and

WHEREAS, the DDA has the authority to pay certain activities and capture tax increment revenues generated by the levy of certain taxes on the property pursuant to the Marquette Downtown Development Authority Tax Increment Financing Plan, as amended (the "DDA Plan"), and

WHEREAS, the DDA and the MBRA now wish to enter into this Interlocal Agreement to transfer the DDA tax increment revenues generated by the redevelopment of the former State Savings Bank building and property located at 101 S. Front Street and 119 S. Lakeshore Boulevard in Marquette, Michigan ("Eligible Property") to the MBRA to reimburse certain eligible activities as defined in Act 381 ("Eligible Activities"), including a public parking facility, pursuant to the Brownfield Plan for Vault Marquette ("Brownfield Plan"); and

THEREFORE, the DDA and MBRA agree as follows:

1. **Transfer and Use of Tax Increment Revenues**. Only upon affirmative vote by MBRA and the Marquette City Commission approving the Brownfield Plan, shall the tax increment revenues captured by the DDA generated by the Eligible Property be transferred to the MBRA to reimburse approved Eligible Activities, MBRA administration and operation cost, transfers to the State Brownfield Fund as required by Act 381, and deposits into the Local Brownfield Revolving Fund (LBRF). Tax Increment Revenues to be transferred will be based on the Initial Taxable Value identified in the Brownfield Plan as of December 31, 2020. The DDA shall retain all applicable tax increment revenue generated by the Eligible Property up to the Brownfield Initial Taxable Value.

2. **Limitation to Tax Increment Revenues from Eligible Property.** The DDA shall only transfer to the MBRA the tax increment revenues generated by the Eligible Property to reimburse approved Eligible Activity and other costs in the approved Brownfield

Plan, authorized by Act 381, and approved by the MBRA and the Marquette City Commission. Upon conclusion or dissolution of the Brownfield Plan, all tax increment revenues generated by the eligible property shall be captured by the DDA as stated in the DDA Plan.

3. **DDA Obligation Subordinate to Existing Bonds.** This DDA's obligation to transfer captured tax revenues to the MBRA pursuant to this Agreement is subordinate to, and contingent upon the ability of the DDA to capture sufficient tax increment revenues from the captured assessed value of the property in its TIF District other than the Eligible Property to pay it annual debt service obligations on bonds and other obligations issued by the DDA pursuant to PA 57 of 2018. In the event that the DDA does not have sufficient funds from tax increment revenues from the captured assessed values of the property in its TIF District other than the Eligible Property to pay its annual debt service on such bonds or other obligations, then the DDA shall not be obligated to transfer tax increment revenues from the Eligible Property to the MBRA in that year and so long as a shortfall exists, so that the DDA may use the tax increment revenues generated from the Eligible Property to pay its annual debt service obligations on such bonds. In such instances where the DDA uses tax increment revenues from the Eligible Property to pay its annual debt service on such bonds or other obligations, it is understood that once these obligations are met the transfer of tax increment revenues from the Eligible Property will continue until Eligible Activities are reimbursed.

4. **MBRA as Agent under This Agreement.** The parties designate the MBRA as the agent to receive and disburse all tax increment revenues generated by the Eligible Properties until such time as all obligations of the approved Brownfield Plan have been satisfied.

5. **Effective Date.** The Agreement shall commence upon its approval by the legislative bodies of the DDA and MBRA and duly executed by their authorized representatives and filed with the Marquette County Clerk and Secretary of State of the State of Michigan as required by Act 7.

6. **Severability.** To the extent that any provisions contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

7. **Term.** The parties agree that the transfer of tax increment revenue from the Eligible Property to reimburse Eligible Activities, MBRA administration and operating costs, transfers to the State Brownfield Fund as required by Act 381, and LBRF deposits shall begin once tax increment revenues are collected from the Eligible Property, which will occur after the official approval of the Brownfield Plan by the Marquette City Commission. This contract extends until all obligations under this contract are met.

The DDA and MBRA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page:

This agreement was approved by Marquette Downtown Development Authority. The Chairperson and Secretary were authorized to sign this Agreement on the 8th day of July, 2021 and was signed by the Chairperson and Secretary on the 8th day of July, 2021.

Witnesses

CITY OF MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY

Chairperson,

Secretary

Subscribed and sworn to before me on this 8th day of July, 2021.

Rebecca S. Finco

Rebecca S. Finco

Notary Public, Marquette County
My commission expires

11/26/2024

REBECCA S. FINCO
Notary Public. Marquette County. Michigan
My commission expires November 26. 2024.

This agreement was approved by the Marquette Brownfield Redevelopment Authority. The Chairperson and Secretary were authorized to sign this agreement on the 17th day of June, 2021 and was signed on the ~~9th~~ 12th day of July, 2021.

Witnesses

CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

Chairperson,

Secretary,

Subscribed and sworn to me this 9th day of July, 2021.

Sue A Perry

Sue A Perry

Notary Public, Marquette County
My commission expires: 7/29/2022

SUE A PERRY
County Of Marquette
NOTARY PUBLIC
Expires 07-29-2022
STATE OF MICHIGAN

7/12/2021

ATTACHMENT C – INTERLOCAL AGREEMENT: MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY/MARQUETTE LOCAL DEVELOPMENT FINANCE AUTHORITY

INTERLOCAL AGREEMENT TO USE LDFA TAX INCREMENT REVENUES FOR THE VAULT MARQUETTE BROWNFIELD REDEVELOPMENT PROJECT

WHEREAS, the Urban Cooperation Act, PA7 of 1967, Extra Session (Act 7), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share to in common and that each might exercise separately; and

WHEREAS, the City of Marquette Local Development Finance Authority ("LDFA") was duly established pursuant to PA 281 of 1986 as amended (Act 281); and

WHEREAS, the City of Marquette Brownfield Redevelopment Authority ("MBRA") was duly established pursuant to PA 381, 1996, as amended (Act 381); and

WHEREAS, the MBRA and LDFA are each considered a "public agency" under Act 7; and

WHEREAS, the MBRA has the authority to pay for "Eligible Activities" and capture tax increment revenues generated by the levy of certain taxes via approved Brownfield Plans pursuant to and as described in Act 381; and

WHEREAS, the LDFA has the authority to pay certain activities and capture tax increment revenues generated by the levy of certain taxes on the property pursuant to the Marquette Local Development Financing Authority Tax Increment Financing Plan, as amended (the "LDFA Plan"), and

WHEREAS, the LDFA and the MBRA now wish to enter into this Interlocal Agreement to transfer the LDFA tax increment revenues generated by the redevelopment of the former State Savings Bank building and property located at 101 S. Front Street and 119 S. Lakeshore Boulevard in Marquette, Michigan ("Eligible Property") to the MBRA to reimburse certain eligible activities as defined in Act 381 ("Eligible Activities"), including a public parking facility, pursuant to the Brownfield Plan for Vault Marquette ("Brownfield Plan"); and

THEREFORE, the LDFA and MBRA agree as follows:

1. **Transfer and Use of Tax Increment Revenues**. Only upon affirmative vote by MBRA and the Marquette City Commission approving the Brownfield Plan, shall the tax increment revenues captured by the LDFA generated by the Eligible Property be transferred to the MBRA to reimburse approved Eligible Activities, MBRA administration and operation cost, transfers to the State Brownfield Fund as required by Act 381, and deposits into the Local Brownfield Revolving Fund (LBRF). Tax Increment Revenues to be transferred will be based on the Initial Taxable Value identified in the Brownfield Plan as of December 31, 2020. The LDFA shall retain all applicable tax increment revenue generated by the Eligible Property up to the Brownfield Initial Taxable Value.

2. **Limitation to Tax Increment Revenues from Eligible Property.** The LDFA shall only transfer to the MBRA the tax increment revenues generated by the Eligible Property to reimburse approved Eligible Activity and other costs in the approved Brownfield Plan, authorized by Act 381, and approved by the MBRA and the Marquette City

Commission. Upon conclusion or dissolution of the Brownfield Plan, all tax increment revenues generated by the eligible property shall be captured by the LDFA as stated in the LDFA Plan.

3. **LDFA Obligation Subordinate to Existing Bonds.** This LDFA's obligation to transfer captured tax revenues to the MBRA pursuant to this Agreement is subordinate to, and contingent upon the ability of the LDFA to capture sufficient tax increment revenues from the captured assessed value of the property in its TIF District other than the Eligible Property to pay it annual debt service obligations on bonds and other obligations issued by the LDFA pursuant to PA 57 of 2018. In the event that the LDFA does not have sufficient funds from tax increment revenues from the captured assessed values of the property in its TIF District other than the Eligible Property to pay its annual debt service on such bonds or other obligations, then the LDFA shall not be obligated to transfer tax increment revenues from the Eligible Property to the MBRA in that year and so long as a shortfall exists, so that the LDFA may use the tax increment revenues generated from the Eligible Property to pay its annual debt service obligations on such bonds. In such instances where the LDFA uses tax increment revenues from the Eligible Property to pay its annual debt service on such bonds or other obligations, it is understood that once these obligations are met the transfer of tax increment revenues from the Eligible Property will continue until Eligible Activities are reimbursed.

4. **MBRA as Agent under This Agreement.** The parties designate the MBRA as the agent to receive and disburse all tax increment revenues generated by the Eligible Properties until such time as all obligations of the approved Brownfield Plan have been satisfied.

5. **Effective Date.** The Agreement shall commence upon its approval by the legislative bodies of the LDFA and MBRA and duly executed by their authorized representatives and filed with the Marquette County Clerk and Secretary of State of the State of Michigan as required by Act 7.

6. **Severability.** To the extent that any provisions contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

7. **Term.** The parties agree that the transfer of tax increment revenue from the Eligible Property to reimburse Eligible Activities, MBRA administration and operating costs, transfers to the State Brownfield Fund as required by Act 381, and LBRF deposits shall begin once tax increment revenues are collected from the Eligible Property, which will occur after the official approval of the Brownfield Plan by the Marquette City Commission. This contract extends until all obligations under this contract are met.

The LDFA and MBRA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page:

This agreement was approved by City of Marquette Local Development Financing Authority. The Chairperson and Secretary were authorized to sign this Agreement on the 7 day of July 2021 and was signed by the Chairperson and Secretary on the 8 day of July 2021.

Witnesses

CITY OF MARQUETTE LOCAL DEVELOPMENT FINANCING AUTHORITY

Jessie Hartman
Chairperson,

Secretary

Subscribed and sworn to before me on this 08th day of July, 2021.

Barbara Schoutch

BARBARA SCHOUTEN
NOTARY PUBLIC
Marquette County, MI
My Commission Expires Jan. 25, 2027

Notary Public, Marquette County
My commission expires

01/25/2027

This agreement was approved by the City of Marquette Brownfield Redevelopment Authority. The Chairperson and Secretary were authorized to sign this agreement on the 17th day of June 2021 and was signed on the 12th day of July, 2021.

Witnesses

Mary A Schlicht 6.17.21

Sheri Davis

CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

Chairperson,

Secretary,

Subscribed and sworn to me this 12th day of July, 2021.

Sue A Perry

Sue A Perry

SUE A PERRY
County of Marquette
NOTARY PUBLIC
Expires 07-29-2022
STATE OF MICHIGAN

Notary Public, Marquette County
My commission expires: 7/29/2022

7/12/2021

Consent Agenda - Roll Call Vote

Consent Items

BACKGROUND:

FISCAL EFFECT:

RECOMMENDATION:

ALTERNATIVES:

ATTACHMENTS:
None

Consent Agenda - Roll Call Vote

Minutes of the 03-30-26 City Commission regular meeting

BACKGROUND:

FISCAL EFFECT:

RECOMMENDATION:
Approve the minutes of the March 30, 2026 City Commission regular meeting.

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:
1. 03-30-26.cc.minutes

City of Marquette, MI

Meeting Minutes
City Commission

Monday, March 30, 2026
6:00 PM
Commission Chambers

300 West Baraga Ave
Marquette, Michigan
49855

Call to Order, Pledge of Allegiance and Roll Call

Present: Mayor Schloegel. Commissioners Davis, Gottlieb, Hanley, Larson and Mayer
Absent: Mayor Pro Tem Ottaway.
Commissioner Gottlieb moved to excuse the absence of Mayor Pro Tem Ottaway, seconded by Commissioner Larson and carried unanimously.

Approval of the Agenda

Commissioner Hanley moved to approve the agenda as presented, seconded by Commissioner Davis and carried unanimously.

Announcements

The mayor had no announcements.

Boards and Committees

1. Appointment(s)
   Hannah Snow to the Public Art Commission for an unexpired term ending 02-26-29

Commissioner Larson moved to appoint Hannah Snow to the Public Art Commission for a term ending 02-26-29, seconded by Commissioner Davis and carried unanimously.

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

Angela Palomaki discussed her dental practice located in the Savings Bank building and shared her perspective on how the Vault Marquette project has affected her business.

Presentation(s)

2. City of Marquette Climate Action Plan, by Northern Michigan University Fellow Anna Tousley

Anna Tousley, a student fellow from Northern Michigan University, provided an overview of the Climate Action Plan, outlining how city staff will develop the plan using seven focus areas and a projected matrix. She also described opportunities for public involvement throughout the planning process. Following her presentation, the City Commission expressed its support for the project and thanked her for her contributions.

3. Arts and Culture Advisory Committee, by Johanna Worley

Arts and Culture Advisory Committee member Johanna Worley provided the annual presentation to the Commission explaining the work and goals of the committee.

Consent Agenda - Roll Call Vote

Commissioner Larson moved to approve the consent agenda as presented, seconded by Commissioner Hanley and carried unanimously by roll call vote.

4. **Consent Items**

4.a Approve the minutes of the March 19, 2026 regular City Commission meeting

4.b Approve the minutes of the March 19, 2026 work session

4.c Approve the total bills payable in the amount of $1,168,572.40 which excludes $1,618.60 in City Commission travel reimbursement, this reimbursement will be New Business items 5-6

4.d Senior Center Donation

4.e Update to City of Marquette FOIA Procedures and Guidelines

4.f Schedule Public Hearing - Vault Brownfield Plan Amendment

New Business

5. Commissioner Larson and Commissioner Hanley Travel Reimbursement

Commissioner Gottlieb moved to approve travel reimbursement for Commissioner Larson in the amount of $727.30 and Commissioner Hanley in the amount of $156.00 for the Michigan Municipal League Conference, seconded by Commissioner Davis. The vote passed 4-0-2 with Commissioner Larson and Hanley abstaining.

6. Mayor Schloegel Travel Reimbursement

Commissioner Hanley moved to approve travel reimbursement for May Paul Schloegel in the amount of $735.30 for the Michigan Municipal League Conference, seconded by Commissioner Mayer. The vote passed 5-0-1 with Mayor Schloegel abstaining.

7. Cinder Pond Marina - MDNR Waterways Grant Application

Commission Gottlieb moved to approve the recommended fiscal policy and the submission of a Michigan Department of Natural Resources - Park and Recreation Division Waterways Grant Program Application for Pier Replacement at Cinder Pond Marina, and authorize the City Manager or her designee to sign the application, seconded by Commissioner Larson.

Discussion ensued following the motion surrounding the necessity of the project and costs associated with the project. Staff provided clarification of possible funding sources, the logistics of the project and future pier maintenance. City staff emphasized that the marina's infrastructure was already beyond its expected lifespan, stating that because of the efforts of the department of public works, the city was able to extend its useful life by 10 years, but recent blizzard damage has accentuated the need for replacement.

When discussion concluded, the Commission voted on the motion. The motion passed 4-2 with Commissioners Hanley and Mayer voting no.

8. Procedure to Fill BLP Vacancy

Commissioner Hanley moved to direct the City Clerk to make Marquette Board of Light and Power application forms available online and in the Clerk's Office, and to accept applications from interested parties until 4 p.m. on Friday, April 17, 2026; to then forward all applications to the Board of Light and Power for review; and to then proceed with the appointment of a new board member to the Board of Light and Power at the May 11, 2026 City Commission meeting, seconded by Commissioner Larson and carried unanimously.

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

Angela Palomaki followed up on her first public comment regarding her dental practice at the Savings Bank building.

Comments from the Commission

Commissioner Hanley addressed public comment regarding the Vault project.
Commissioner Larson had no comment.
Commissioner Mayer expressed his appreciation to Ms. Palomaki for sharing her perspective on the Vault project. He then clarified his rationale for voting against the

Cinder Pond Marina Waterways Grant application, noting that the City is currently facing several large and costly capital needs. He stated that, in his view, the marina project would primarily benefit a relatively small group of people, and he believes it is important to prioritize projects that serve the needs of the broader community.
Commissioner Davis thanked Ms. Palomaki for her feedback.
Commissioner Gottlieb had no comment.
Mayor Scholegel noted the significant volume of public feedback he has received regarding the city's response to the recent storm event. He emphasized the extent of the damage sustained from the storm in the forested area within the Tourist Park Dog Park and indicated that the park's operating season may need to be adjusted to allow sufficient time for cleanup and restoration.

Comments from the City Manager

The City Manager provided an update on the Tourist Park Dog Park, noting that due to the extensive storm damage, the park will close at the end of April to allow adequate time for cleanup in preparation for the upcoming camping season. An official closing date will be communicated to the public. She also announced that the Winter Parking Ban has been extended through April 15 to support continued snowbank removal by city staff.

Adjournment

The meeting was adjourned at 7:24 p.m.

Paul Schloegel, Mayor **Kyle Whitney, City Clerk**

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

Consent Agenda - Roll Call Vote

Approve the total bills payable in the amount of $1,005,691.62

BACKGROUND:

FISCAL EFFECT:

RECOMMENDATION:

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:
None

Consent Agenda - Roll Call Vote

2026 Fireworks Permit

BACKGROUND:
The Marquette Area Fourth of July Committee has requested a fireworks display permit for their 2026 fireworks celebration. This year's event will take place at the Lower Harbor Ore Dock. The event is scheduled for July 3, 2026, with a rain date of July 4, 2026. The organizer has provided the appropriate information and a certificate of insurance. The Fire Chief has approved the application.

FISCAL EFFECT:
None.

RECOMMENDATION:
Approve and sign the 2026 fireworks permit for the Marquette Fourth of July celebration.

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:
1. Marquette Fireworks Permit 2026

2026 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks
- ☐ Articles Pyrotechnic
- ☒ Display Fireworks
- ☒ Public Display
- ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT	ADDRESS OF APPLICANT	AGE OF APPLICANT 18 YEARS OR OLDER
Marquette 4th of July Committee	P.O. Box 782, Marquette MI	☒ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR	ADDRESS OF PYROTECHNIC OPERATOR	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER
Great Lakes Fireworks	3275 W. M-76 P.O Box 276 West Branch, MI 48661	☒ YES ☐ NO
NO. YEARS EXPERIENCE: 20 +	NO. DISPLAYS: 500 +	WHERE: Throughout Michigan
NAME OF ASSISTANT	ADDRESS OF ASSISTANT	AGE OF ASSISTANT 18 YEARS OR OLDER
Nick Wonder		☒ YES ☐ NO
NAME OF OTHER ASSISTANT	ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER
Chris Wattgson	118 West Washington	☒ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY: Lower Harbor Ore Dock + barge

DATE OF PROPOSED DISPLAY	TIME OF PROPOSED DISPLAY
7-3-26	approx. 10:00 PM

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored in Federally licensed Facility until date of display

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)	NAME OF BONDING CORPORATION OR INSURANCE COMPANY
$ 5,000,000	Britton Gallagher

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY: One Cleveland Center, 1375 E. 9th St. 30th Floor, Cleveland OH 44114

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approx 210	3" shells
Approx 225	4" shells
Approx 110	5" shells
Approx 70	6" shells
Approx 20	various barrage cakes 3" and smaller
Approx 125	mines, fountains, candles

SIGNATURE OF APPLICANT: [signature]

DATE: 4/16/26

BFS-417 (Rev 01/26)

2026 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The **LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD** will not discriminate against any individual or group because of race, sex, religion, age, national origin,color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural / Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks

☒ Public Display ☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.

PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)

NAME OF PERSON PERMIT ISSUED TO: Marquette 4th of July Committee

AGE (18 YEARS OR OLDER) ☒ YES ☐ NO

ADDRESS OF PERSON PERMIT ISSUED TO: PO Box 782, Marquette, MI 49855

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION:

ADDRESS:

NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)

Approx. 210 - 3" shells
Approx. 225 - 4" shells
Approx. 116 - 5" shells
Approx. 70 - 6" shells
Approx. 20 - Various Barrage Cakes 3" + smaller
Approx. 125 - mines, fountains, candles.

EXACT LOCATION OF DISPLAY OR USE: From the Lower Harbor Ore Dock

CITY, VILLAGE, TOWNSHIP: Marquette

DATE: 7-3-26

TIME: Approx 10:00 PM

BOND OR INSURANCE FILED ☒ YES ☐ NO

AMOUNT:

Issued by action of the Legislative Body of the

☐ City ☐ Village ☐ Township of _____ on the ____ day of _____, 2026.

_____

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.51.** See "WARNINGS" and "NOTICES" on reverse

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	4-MI-129-27-6L-01174
Chief, Federal Explosives Licensing Center (FELC)	Marna Howard	Expiration Date	November 1, 2026

Name
GREAT LAKES FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
3275 W M-76
WEST BRANCH, MI 48661-

Type of License or Permit
27-DEALER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature — Position/Title: Member

Printed Name: Bruce Tyrrell — Date: 5/4/2024

Mailing Address (Changes? Notify the FELC of any changes.)

GREAT LAKES FIREWORKS LLC
3275 W M-76
WEST BRANCH, MI 48661-

Previous Edition is Obsolete GREAT LAKES FIREWORKS LLC 3275 W M-76 4-MI-129-27-6L-01174 November 1, 2026 27-DEALER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee, and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

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Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **GREAT LAKES FIREWORKS LLC**

Business Name

License/Permit Number: **4-MI-129-27-6L-01174**

License/Permit Type: **27-DEALER OF EXPLOSIVES**

Expiration: **November 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

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Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	4-MI-129-51-6L-01173
Chief, Federal Explosives Licensing Center (FELC)	Marna Howard	Expiration Date	November 1, 2026

Name
GREAT LAKES FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
3275 W M-76
WEST BRANCH, MI 48661-

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Bruce Tyree — Licensee/Permittee Responsible Person Signature
Manager — Position/Title
Bruce Tyree — Printed Name
5/4/2024 — Date

Mailing Address (Changes? Notify the FELC of any changes.)
GREAT LAKES FIREWORKS LLC
3275 W M-76
WEST BRANCH, MI 48661-

Previous Edition is Obsolete

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Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **GREAT LAKES FIREWORKS LLC**

Business Name:

License/Permit Number: **4-MI-129-51-6L-01173**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **November 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2026

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

License#: BR-1796277

CONTACT NAME:
PHONE (A/C, No, Ext): 3305242020 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS: rtreend@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Palomar Excess and Surplus Insurance Company	16754
INSURER B : Continental Indemnity Company	28258
INSURER C : HDI Global Specialty SE	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Great Lakes Fireworks LLC
P.O. Box 276
West Branch MI 48661

GREALAK-88

COVERAGES **CERTIFICATE NUMBER:** 1328479986 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [X] OTHER:	Y	Y	AESPLMR-GL-26-00009	1/26/2026	1/26/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BESCRMNMI011601_171239_01	1/26/2026	1/26/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	25QS1575	1/26/2026	1/26/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability and Auto Liability policies where required by written agreement.
DISPLAY DATE: July 3rd, 2026 RAIN DATE: July 4th, 2026 LOCATION: Lower Harbor Ore Dock & A Barge Shot Off Shore, Marquette MI

City of Marquette including its elected and appointed officials, members, boards, employees, volunteers, commissions, and/or other authorities: Marquette Area 4th of July Committee and its elected and appointed officials, members, boards, employees, volunteers, commissions, and/or other authorities: associated Constructors, LLC

CERTIFICATE HOLDER

Marquette 4th of July Committee
P.O Box 782
Marquette MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MARQARE-01 AHILLIER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2025

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

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

PRODUCER
Acrisure Great Lakes Partners Insurance Services, LLC
223 West Grand River Ave #1
Howell, MI 48843

CONTACT NAME: Alex Hillier
PHONE (A/C, No, Ext): (906) 226-2489 FAX (A/C, No):
E-MAIL ADDRESS: ahillier@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Company	18988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Marquette Area Fourth of July Committee, Inc.
P.O. Box 782
Marquette, MI 49855

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		012370-33075350-25	5/1/2025	5/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 1,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured in regards to the general liability per form CG 2026 0413 when signed agreement is in place. All coverages are subject to insurance policy terms and conditions.

CERTIFICATE HOLDER

City of Marquette, its Officers, Agents, & Employees
300 West Baraga Ave
Marquette, MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Description and objective of the program.

Celebrate the Fourth of July with a fireworks display at Mattson Lower Harbor Park on July 3, 2026. Rain date July 4, 2026.

Description of how the program will benefit tourism, economic development or other community development objectives within the City.

The Fourth of July fireworks is a community event supported by the people and businesses of the Marquette area.

Description of the intended target audience and anticipated level of participation.

Our target audience is the residents of Marquette and surrounding areas. Depending on the weather the crowd can be 5,000 to 15,000 individuals and families with 100% participation.

Itemized list of how the requested funds will be used.

The funds will be used for police officers for traffic and crowd control as well as for the use of any public works supplies needed by the police, such as barricades or traffic cones.

The proposed financial plan of the program, including a list of all expenses and revenues, and the percentage of revenues that will be reinvested within the City.

The annual goal is to raise approximately $30,000 from a combination of donations and fundraisers. The expenses are as follows:

Fireworks	$23,400
Insurance	1,000
Postage & PO box	300
Administrative fees	350
Miscellaneous expenses	500
Total	$25,550

The revenues raised are reinvested in the expenses associated with the fireworks display. Should there be any excess it will be carried forward for the following year's display.

GREAT LAKES
FIREWORKS

12[illegible] W M 76 • West Branch, MI 48661 • Office [illegible] 5040 • Fax 989 726 5041 • greatlakesfireworks.com

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 12th Day of February, 2025 and between GREAT LAKES FIREWORKS, LLC of Eastpointe, Michigan (hereinafter referred to as "Great Lakes") and Marquette 4th of July Committee (hereinafter referred to as "Customer")

GREAT LAKES Agrees:

1. To sell, furnish and deliver to Customer, fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Customer agrees to pay Great Lakes for the fireworks as follows
   Display Date(s): July 3rd, 2025
   Alternate Date(s): July 4th, 2025
   Contract Amount: $ 23,500.00 ; Fifty percent (50%) due upon signing the contract and balance due within 15 days of the display date. All payments shall be made by draft or certified check payable to Great Lakes Fireworks, LLC. Great Lakes will assess a 1.5% late charge on balances 30 days past due and a 7% per annum late fee on balances not paid in full by the display date
2. Great Lakes further agrees to furnish sufficiently trained personnel to present a display.
3. Great Lakes agrees to furnish Customers with liability insurance in the amount of $5,000,000 and other coverages as identified in the Certificate of Insurance attached. All Individual/Entities listed on the certificate will be deemed an additional insured per this contract.

CUSTOMER Agrees:

4. To procure and furnish a suitable place to display said fireworks, to furnish the necessary police and fire protection; to secure all police, local, and state permits, and to arrange for any security bonds or insurance as required by law in their community when necessary.
5. Prior to, during, and immediately following the display. Customer shall be solely responsible to keep all persons (except employees of Great Lakes) out of the designated danger areas and behind safety zone lines and limits
6. Immediately following the display, Great Lakes, to the best of its ability, will police the area for any misfires ("duds"). Great Lakes agrees to police the area again at "first light." Great Lakes will pick up misfires for disposal If Customer must move misfires for safety reasons, Customer understands that the misfires are only to be handled by trained personnel. Customer is responsible for debris clean up and the refilling of any holes.
7. Customer agrees to hold harmless Great Lakes for any liability caused by other than the employees or products supplied by Great Lakes.

The PARTIES Mutually Agree:

8. Should inclement weather prevent firing of said display on the "Display Date(s)", then it will be understood the program is postponed and will be fired on the "Alternate Date(s)", and there will be a charge to cover the costs of the postponement of ten percent (10%) of the contract amount. If the program is not fired on either the "Display Date(s)" or the "Alternate Date(s)," then it will be understood the program is canceled; and there will be an additional charge of ten percent (10%) of the contract amount to cover the cancellation costs
9. Great Lakes reserves the exclusive right to make minor modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price time of delivery, functional character, or display performance.
10. If the location of the firing site, spectators' location, parking areas, or structures is deemed unsuitable or unsafe Great Lakes may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Great Lakes may cancel the display without further liability to the Customer for such cancellation.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Great Lakes, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

Amendments: _____

FOR. Great Lakes Fireworks, LLC
Signature: Barry Beltz
Name/Title Barry Beltz - Member

FOR: Marquette 4th of July Committee
Signature: [signature]
Name/Title: Natalie Krettow
Fireworks/4th of July committee Admin

****All Documents Are Due By: May 4th, 2025**

Consent Agenda - Roll Call Vote

Biosolids Hauling Contract

BACKGROUND:

All municipalities that generate biosolids are responsible for the management and end use of the material. M.J. VanDamme, Inc. has been the City's sole contractor for biosolids land application since 1995. The competitive bidding process was determined not to be in the City's best interest because of the limited number of vendors with specialized tools and expertise needed to be in compliance with biosolids application regulations.

M.J. VanDamme, Inc. is currently under contract to provide seeding and mulching services with Cleveland Cliffs Iron Company. As part of the reclamation process, the addition of biosolids is a key component for a successful program. The contractor's familiarity with Cleveland Cliffs Iron Company properties, regulations and reclamation practices is a critical requirement for success.

In order to meet the Marquette Area Wastewater Treatment Facility needs, biosolids disposal is a critical component of meeting all regulatory requirements.

FISCAL EFFECT:

The Marquette Area Wastewater Treatment Professional and Contractual Budget contains sufficient funds for this service.

RECOMMENDATION:

Approve a two-year contract with M.J. VanDamme, Inc. at the per unit cost and conditions through December 31, 2027.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. MJ Vandamme Contract 2026-2027
2. MJVD Proposal- Biosolids Hauling City of MQT 2026

CITY OF MARQUETTE
CONSTRUCTION CONTRACT

PROJECT NAME: Biosolids Hauling/Application

THIS AGREEMENT made this ____ day of April, 2026, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and M.J. VanDamme Trucking Inc., 301 Avenue A, Gwinn, a Michigan Corporation, hereinafter called "Contractor". WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

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

ARTICLE 2

SCOPE OF THE WORK

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

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

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

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is _____**May 1**_____, **2026**, and the completion date of this project is ___**December 31**_____, **2027**.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of **$ 554,040.00**.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.

All work shall be completed in a workmanlike manner and shall comply with all applicable laws.

Contractor shall obtain all necessary permits for the work to be completed under emergency conditions.

Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

Safety and Fire Protection: The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least $1,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for

damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in

the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for one (1) year against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

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

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of one (1) year from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the

Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

   b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued

pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this _____ day of _____, 20___.

THE CITY OF MARQUETTE

_____
Witness

_____
Witness

_____
Witness

By: _____

Its: _____

Address: _____

Telephone#: _____

_____
Paul Schloegel, Mayor
City of Marquette

_____
Kyle L. Whitney, City Clerk
City of Marquette

M. J. Van Damme Inc.
Contractor Name

By: _____

Its: Gen. Mgr.

Address: 301 Ave A Gwinn MI 49841

Telephone#: 906-341-2641

APPROVED AS TO FORM:

_____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs
City Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2025

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

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

PRODUCER	CONTACT NAME: Daniel Malone	
Lighthouse, an Alera Group Company 56 Cesar E Chavez Ave SW Ste 300 Grand Rapids MI 49503	PHONE (A/C, No, Ext): (616) 656-1750	FAX (A/C, No): (616) 656-1777
	E-MAIL ADDRESS: daniel.malone@aleragroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MJ VanDamme Trucking Inc PO Box 1172 #01 Ave A Gwinn MI 49841	INSURER A : Charter Oak Fire Insurance Co	25615
	INSURER B : Travelers Casualty Co of Conn	36170
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Farmington Casualty Company	41483
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			DT-CO-A883144-COF-25	04/12/2025	04/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X]			810-A8568574-25-26-G	04/12/2025	04/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP-A8831436-25-26	04/12/2025	04/12/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-A8831319-25-26-G	04/12/2025	04/12/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased or Rented Equipment			QT-630-B0498937-TIL-25	04/12/2025	04/12/2026	Limit Deductible	1,500,000 10,000

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

CERTIFICATE HOLDER

For Informational Purposes Only.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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M.J. VANDAMME, INC 2026
PROPOSAL

February 24, 2026

ATTN: Mark O'Neill, Director of Municipal Utilities

RE: Biosolids hauling and application for the City of Marquette

Scope: Provide contractual services of transporting and application of Biosolids from the Marquette Area Wastewater Treatment Facility to approved sites for a contract term ending December 31, 2027.

Service to be provided:

- Biosolids loading on site at the Wastewater Facility.
- Applications per owner at approved agronomic sites and rates.
- Insurance limits per City requirements.

Proposal Cost:

- Distance (one way) application to Cliffs Natural Resources will be charged at the 16-30 mile per unit rate.

2026 Rates

Distance	Liquid per gallon	Cake per cubic yard
31-60 miles	$.1652	$41.33
16-30 miles	$.1542	$34.47
15 miles or less	$.1340	$30.54

2027 Rates

Distance	Liquid per gallon	Cake per cubic yard
31-60 miles	$.1718	$42.98
16-30 miles	$.1604	$35.85
15 miles or less	$.1394	$31.76

- Any Work not covered under this agreement will be invoiced on a time and material basis.
- A mobilization charge of $2,434.00 will apply to each haul out (totaling $4,868.00 for the year 2026 both cake & liquid).
- A mobilization charge of $2,531.00 will apply to each haul out (totaling $5,062.00 for the year 2027 both cake & liquid).

Thank you for your consideration. Please let us know if there are any questions.

Sincerely,

Rod Wells
General Manager
M.J. VanDamme Trucking, Inc.

301 Avenue A, PO Box 1172, Gwinn, MI 49841

Consent Agenda - Roll Call Vote

Friends of the Ore Dock BotEco Center Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of the Friends of Ore Dock BotEco Center recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct their fundraising raffle at the end of June.

The Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the date of the raffle, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:

None to the City.

RECOMMENDATION:

Adopt the resolution recognizing the Friends of Ore Dock BotEco Center as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Friends of Ore Dock BotEco Center Letter of Request
2. Resolution

Friends of Ore Dock BotEco Center
P.O. Box 174, Marquette, MI 49855
www.oredockboteco.org

4/2/2026

City of Marquette
300 West Baraga Ave.
2854 Venture Drive
Marquette, MI 49855

Re: Local Governing Body Resolution for Charitable Gaming Licenses

Dear City Commission of Marquette:

Friends of Ore Dock BotEco Center (501(c)(3)) is requesting a license to conduct a raffle of tickets to be sold by board members with a drawing slated for the end of June. We have secured a prize package through a local business, Bergdahl's, Inc. Funds raised will be used for expenses of preliminary engineering design towards providing details to Michigan Tech's Senior Design Project this fall and to the City of Marquette for input to our eventual proposed public access to the Lower Harbor Ore Dock.

Enclosed you will find the Local Governing Body Resolution for Charitable Gaming Licenses form which is required by the Charitable Gaming Division of the State of Michigan, as completed by our city's governing body.

Thank you for your time and consideration of this matter.

Respectfully,

Gisele Duehring

Gisele Duehring
Board President

enclosure

MICHIGAN LOTTERY
Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103a(i)(*ii*))

At a _____ meeting of the _____
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION — CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL		DISAPPROVAL	
Yeas:	_____	Yeas:	_____
Nays:	_____	Nays:	_____
Absent:	_____	Absent:	_____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R4/24)

Consent Agenda - Roll Call Vote

Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project

BACKGROUND:

The Marquette Beautification and Restoration Committee, Inc. is a well-respected leader within our community and a vital, long-standing partner with the City. For many years, the City has designated the committee as an authorized volunteer for the purpose of planting flowers during the Petunia Pandemonium in the spring and removal of the flowers in the fall.

The Michigan Department of Transportation (MDOT) approved the attached permit allowing the activities described in the permit for the purpose of carrying out the Petunia Pandemonium Project.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

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

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. MDOT Permit

MDOT
Michigan Department of Transportation

INDIVIDUAL CONSTRUCTION PERMIT

For Operations within State Highway Right-of-Way

Issued To:
CITY OF MARQUETTE

300 W BARAGA AVE
MARQUETTE MI 49855-4712

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

Secondary Contact:
Nicole Bennett
906-225-8981(O)
nbennett@marquettemi.gov

Permit Number: **52042-117857-26-040226**
Permit Type: **Individual Application**
Permit Fee:
Effective Date: Apr 02, 2026 to Apr 02, 2027
Bond Numbers:
Liability Insurance Expiration Date:

THIS PERMIT IS VALID ONLY FOR THE FOLLOWING PROPOSED OPERATIONS:

PURPOSE:

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

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

View Location on Map

LATITUDE:	LONGITUDE:
46.537288161310684	-87.39544041929634

CONTROL SECTION:	MILE POINT FROM:	MILE POINT TO:	LOCATION:			
			LEFT	MEDIAN	RIGHT	TRANSVERSE
52042	3.190	4.300	X		X	

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

52042-117857-26-040226 Issued To:CITY OF MARQUETTE

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

I certify that I accept the following:

1. I am the legal owner of this property or facility, the owner's authorized representative, or have statutory authority to work within state highway Right-of-Way.
2. Commencement of work set forth in the permit application constitutes acceptance of the permit as issued.
3. Failure to object, ***within ten (10) days*** to the permit as issued constitutes acceptance of the permit as issued.
4. If this permit is accepted by either of the above methods, I will comply with the provisions of the permit.
5. I agree that Advance Notice for Permitted Activities for shall be submitted **5 days prior** to the commencement of the proposed work.
   I agree that Advance Notice for Permitted Utility Tree Trimming and Tree Removal Activities shall be submitted **15 days prior** to the commencement of the proposed work for an annual permit.

CAUTION

Work shall NOT begin until the Advance Notice has been approved.

Failure to submit the advance notice may result in a Stop Work Order.

CITY OF MARQUETTE	**Benjamin Carrigan**	April 02, 2026
	MDOT	**Approved Date**
TSC Contact Info	**Ishpeming TSC**	**(906) 485-4270**

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

STANDARD ATTACHMENTS:

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

ADDITIONAL ATTACHMENTS:

1 Marquette City 01.10.22 (3).pdf
2 L D and B Valuesm0020a.pdf
3 Worker Visibility Clothing RequirementMDOT_CA_2009-08_287335_7.pdf
4 LaneClosureMultiLaneUnDividedSection Front Street.pdf
5 Petunia Pandemonium Project Map.pdf

52042-117857-26-040226 Issued To:CITY OF MARQUETTE

AMENDMENT ATTACHMENTS:

SPECIAL CONDITIONS:

1. The Department of Transportation does not, by issuance of this permit, assume any liability claims or maintenance costs resulting from the activity or facility placed by this permit. The Department reserves the right to require removal of all or any portion of this facility as needed for highway maintenance or construction purposes without replacement or reimbursement of any costs incurred by the permitted or other party. The permitted will defend, indemnify and hold harmless the Department for any claims whatsoever resulting from the construction or the removal of the authorized by this permit.
2. All disturbed areas within the right of way shall be top-soiled, seeded and mulched to match existing areas per current MDOT standards and specifications.
3. Attention is directed to the referenced "attachments" that specify several items of importance associated with this MDOT permit.

Consent Agenda - Roll Call Vote

Michigan Arts and Culture Council - Grant Award

BACKGROUND:

Community Services, Arts and Culture Division has been awarded a Michigan Arts and Culture Council (MACC) Arts Services Grant totaling $33,240, which requires a City match of $8,310, for a total project cost of $41,550.

The grant includes:

- $12,800 for Senior Arts programming, including visual art, dance, and theater activities.
- $20,440 for furnishings for the new Cultural Trail Head facility, including public seating and tables.

The required match for Senior Arts programming will be provided through the existing program budget. The furnishings portion of the project will be supported by previously budgeted funds made possible through the Iris Katers Community Foundation of Marquette County donation.

The FY26 budget includes appropriations sufficient to support the full project costs.

FISCAL EFFECT:

Acceptance of this grant will support a total project cost of $41,550, funded by:

- Michigan Arts and Culture Council Grant: $33,240
- City Match (budgeted funds): $8,310

All required matching funds and associated project expenditures are included in the FY26 adopted budget.

RECOMMENDATION:

Approve the grant award for the Michigan Arts and Culture Council Arts Services Grant, and authorize the City Manager or her designee to sign the Grant Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Grant Agreement

STATE OF MICHIGAN

MICHIGAN ARTS AND CULTURE COUNCIL
AND
CITY OF MARQUETTE

GRANT AGREEMENT FOR ARTS SERVICES

Control Number: 26EX11901
CFDA No. 45.025

The MICHIGAN ARTS AND CULTURE COUNCIL (the “Council”) and CITY OF MARQUETTE, (the “Grantee”) enter this Grant Agreement for Arts Services (“Grant Agreement”) on March 25, 2026 and mutually agree as follows:

1. Sources of Project Funding
The Council, subject to the terms of this Grant Agreement, shall commit an amount not to exceed Thirty-Three Thousand Two Hundred Forty Dollars ($33,240) (the “Award”) to complete the Project (as defined below). The Grantee shall provide evidence of matching funds to the Council in the amount of Eight Thousand Three Hundred Ten Dollars ($8,310) (the “Matching Funds”).

2. Grant Agreement Period
The period of this Grant Agreement shall be from 03/01/2026 (the “Start Date”) to 12/31/2026 (the “End Date”, and together with the Start Date, the “Term”), unless terminated pursuant to Section 7.

3. Project(s) Funded
Beginning on the Start Date, the Grantee shall: use the Award amounts (outlined below) to complete the respective programming for the Grantee's projects as further described in the scope of work (the "Scope of Work") attached hereto as Appendix A (collectively, the "Project").

Experience Support Program

	Awarded Amount	Matching Funds Required
Project Support	$12,800	
Facility Improvement & Equipment Purchase	$20,440	
Total:	**$33,240**	**$8,310**

The Grantee shall comply with all financial and other requirements as outlined in the 2026 MACC Grant Guidelines adopted by the Council on December 19, 2025, which are incorporated herein and are made part of this Grant Agreement by reference.

The Grantee understands and agrees that it is subject to the following program standards (the “Program Standards”):

a. Artistic excellence and artistic merit are criteria by which applications are judged, taking into consideration general standards of decency and respect for the diverse beliefs and values of the people of Michigan.
b. Obscenity is without artistic merit, is not protected speech, and will not be funded by a grant awarded by the Council and supported with State appropriations.

The Grantee understands that if the Grantee violates any of the Program Standards (1) it shall be a Repayment Event as described in Section 6, (2) the Council may withhold all undistributed Award payments from the Grantee and (3) at the sole discretion of the Council, the Grantee may be disqualified from awards of future Council grants for a period of up to three (3) years from the date of the violation. Additionally, the Council shall demand repayment of all or any portion of the Award proceeds distributed to the Grantee as further described in Section 6.

4. Terms and Conditions of Payment
The Council shall pay the Grantee an amount not to exceed the Award on the following dates and in the following amounts, subject to the Grantee's compliance with the Grant Agreement. The Council, in its sole discretion, shall determine whether the Grantee has fulfilled all Grant Agreement terms and conditions. If the Council determines that the Grantee has failed to comply with any term or condition of this Grant Agreement, the Grantee shall not be entitled to any payment listed below which may include a full repayment of the Award as described in Section 6:

Amount:	Date:	Conditions:
$33,240	04/10/2026	Upon processing of a fully executed copy of this Grant Agreement and copies of Governor and Legislative notifications

The Grantee shall meet the above listed conditions at least 30 days prior to the indicated payment date, so that the Council will have adequate time to process scheduled payments. Failure of the Grantee to comply with any deadlines will delay payment or may cause termination of this Grant Agreement pursuant to Section 7. In the event this Grant Agreement needs to be approved by the State Administrative Board or Office of Financial Management, it shall be contingent upon such approval and no Award payments shall be made until this contingency is satisfied.

Further, the Grantee acknowledges that the Council's payment of the Award is dependent upon the continued receipt of government funding. In the event that the State Legislature or any State official, commission, authority, body, or employee, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates, or reduces the funding necessary for this Grant Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for this Grant Agreement, but which affects the Council's ability to fund and administer this Grant Agreement, and other Council programs, then the Council may terminate this Grant Agreement by providing notice to the Grantee of termination in accordance with the notice requirements in Section 7.

As required in Section 1, the Grantee may be required to provide evidence of Matching Funds sourced from local and/or private sources. The Matching Funds may include the reasonable value of services, materials, and equipment as allowed under the Internal Revenue Code for charitable contributions. For Awards under the Mission Support and Experience Support Programs the Council shall receive proof of the entire amount of the Matching Funds in the Final Report.

No member of the State Legislature or any individual employed by the State may share in the Award or share in any benefit that arises from the Award.

The Council requires the payments under this Grant Agreement be processed by electronic funds transfer (EFT). The Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

5. Redistribution Prohibition

The Grantee may not redistribute any portion of the Award or the Matching Funds to any other entity, unless specifically provided for in this Grant Agreement.

6. Clawback

The Grantee shall be required to repay all or a portion of the Award proceeds distributed to the Grantee upon the occurrence of one or more of the following events (each resulting in a "Repayment Event"):

- Failure to complete the Project: If the Grantee fails to complete the Project by the End Date.
- Using any portion of the Award for items not included in the Scope of Work.
- Failure to adhere to the Program Standards: If the Grantee fails to adhere to the Program Standards as described in Section 3 of this Grant Agreement during the Term.
- Failure to meet any reporting requirements:
    - Failure by the Grantee to submit a timely and accurate final report as required in Section 15 of this Grant Agreement.
    - Failure by the Grantee to submit an updated or corrected Final Report to the satisfaction of the Council within ten (10) days of receipt of an initial written notification by the Council that details all deficiencies in the Final Report.
- Failure to Provide Proof of Matching Funds: If the Grantee fails to secure and provide verifiable proof of Matching Funds as required in Section 4 of this Grant Agreement.

The amount owed under a Repayment Event will be determined at the sole discretion of the Council (the "Repayment Amount"). The Council will provide written notice of the Grantee specifying the Repayment Event, the Repayment Amount, and provide a thirty (30)

day period to cure the Repayment Event prior to initiating any clawback actions.

The Grantee shall repay any Repayment Amount under this provision within sixty (60) days of receiving written notice of the Repayment Event from the Grantor. Failure to repay the Repayment Amount within this period may result in legal action, and the Grantee shall be responsible for any additional costs incurred by the Council in the process of collecting the Repayment Amount. Additionally, any Grantee who fails to repay the Repayment Amount may be disqualified from awards of future Council grants for a period of up to three (3) years from the date of the written notice of the Repayment Event.

7. Termination of Grant Agreement

The Council may terminate this Grant Agreement for any reason by giving five (5) days written notice to the Grantee. Upon termination, the Council shall have no further obligation to make any further payments described in Section 4.

8. Grantee's Liability

The Grantee will furnish and maintain the following items during the Term: public liability, property damage, and workers' compensation insurance insuring, as they may appear, the interests of the parties to this Grant Agreement. The Grantee is responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Grantee shall secure all necessary certificates, licenses, permits or other proper authorization from municipal or other public authorities and comply with all federal, state, and municipal laws, ordinances, and regulations as may be required in connection with the performance of this Grant Agreement.

9. Limitation of Liability

The State of Michigan, and the Council, and their organizational units, officers, agents, and employees shall not be liable to the Grantee, nor to any individuals or entity with whom the Grantee contracts, for any direct, indirect, incidental, consequential or other damages incurred as a result of activities, actions or inactions on the part of the Grantee for services rendered pursuant to this Grant Agreement including litigation; the Council's decision not to make an Award payment to the Grantee pursuant to Section 4; the Council's determination that a Repayment Event has occurred pursuant to Section 6; or termination of this Grant Agreement pursuant to Section 7.

Any liability resulting from activities, actions or inactions engaged in by the Grantee under the Grant Agreement shall be the sole responsibility of the Grantee. Any liability resulting from activities, actions or inactions engaged in by individuals or entities with whom the Grantee contracts shall be the sole responsibility of the subgrantee or as otherwise specified in a subgrant agreement between the Grantee and the subgrantee; however, under no circumstances shall the State, or the Council, and their organizational units, officers, agents and employees be liable for the activities of the Grantee or any subgrantee. The Council shall not be required to indemnify the Grantee or any subgrantee. The Grantee, to the extent permitted by law, shall be required to indemnify the Council in any claims that may arise from the performance of this Grant Agreement or any subgrant agreement executed to fulfill this Grant Agreement. This section shall not be construed as a waiver of governmental immunity.

10. Third Party Beneficiary

The Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary of this Grant Agreement or to confer on a third party any rights or obligations enforceable in their favor.

11. Support Credit

The Grantee shall prominently display the Council's name and logo in printed materials associated with the grant and include support credit in each broadcast promotion as follows:

'This activity is supported in part by an award from the Michigan Arts and Culture Council ’

When no printed material is used, verbal acknowledgment shall be given prior to or at the beginning of each presentation. The Grantee shall transmit copies of printing, photographs, advertising and program materials prepared for this activity to the Council included in the Final Report.

12. Accounting and Administrative Requirements

The Grantee shall maintain appropriate documents, journals, ledgers, and statements in accordance with generally accepted accounting principles, retain these records for the term of the Retention Period (as defined below), and make these documents available for examination and audit by appropriate agents of the Council, the State and/or Federal Government. The Grantee shall comply with the applicable administrative requirements for grants-in-aid and use cost accounting principles which comply with Federal requirements as set forth in 2 C.F.R. pt. 200 (Uniform Administrative Requirements, Cost, Principals, and Audit Requirements for Federal Awards).

13. Equal Opportunity

The Grantee certifies compliance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 372.101 et seq., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220: MCL 37.1101 et seq., and all other pertinent federal, state and local fair employment practices and equal opportunity laws. The Grantee covenants not to discriminate against any employee or applicant for employment, to be employed when services under this Grant Agreement are undertaken, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, on the grounds of race, color, religion, national origin, age, sex or disability, or to exclude any person from participation in, deny any person the benefits of, or discriminate any person due to the above-listed grounds with respect to any program or activity funded in whole or part under this Grant Agreement. The Grantee agrees to include the aforementioned covenant in every contract or subgrant entered into by the Grantee to effectuate the Grant Agreement. The Grantee certifies that the Grantee has an established policy to provide equal opportunity to participate in and benefit from all programs, activities and services and equal employment opportunities; and agrees to state in all promotional materials, advertisements, and recruiting materials its equal opportunity policies.

14. Fair Labor Standards

All professional performers and related or supporting professionals employed on projects or in productions which are financed in whole or in part under this Grant Agreement will be paid, without deduction or rebate on any account, not less than the minimum compensation determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities. Furthermore, no part of any project or production which is financed in whole or in part under this Grant Agreement will be implemented under working conditions which are unsanitary, hazardous or evidence of compliance. The Council may terminate this Grant Agreement if the name of the Grantee or any contractor, manufacturer or supplier of the Grantee appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to the State Contracts with Certain Employers Prohibited Act, 1980 PA 278, MCL 423.321 et seq., or the Grantee fails to comply with subpart C of 2 CFR § 180, as adopted by the National Endowment for the Arts in 2 C.F.R. 3254.

15. Reports

The Grantee shall furnish the following report or reports to the Council:

a. A final report covering the Term (the "Final Report"), which is due within 30 days of the End Date. The Final Report shall, at a minimum, indicate the following information:

   i. Project revenues and expenditures, including verifiable proof of the Matching Funds (if applicable);
   ii. Number of individuals attending events or engaged during the Term;
   iii. A narrative summary of the Project and its outcome; and
   iv. Proof of expenses for Facility Improvement & Equipment purchase (if applicable).

Failure to submit the Final Report in a timely manner will result in a Repayment Event under Section 6.

16. Reviews and Evaluations

In order to provide members of the Council, appropriate Council evaluators and staff an opportunity to inspect and appraise the nature and caliber of activities supported by the Award, the Grantee agrees to admit those individuals to activities without charge and to cooperate with in-depth reviews and evaluations as may be required.

During the Term, and for five (5) years after the end of the Term, (the “Retention Period”) the Grantee shall maintain reasonable records including evidence that the Project was actually performed and the identity of any contractors or individual paid from the Award and shall allow access to those records by the Council or its authorized representatives at any time during the Retention Period.

If any records are involved in any litigation, claim, or audit which arises before the expiration of the Retention Period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the Retention Period, whichever is later.

All records pertinent to this Grant Agreement are subject to public disclosure under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* unless determined to be exempt. The Grantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Grant Agreement.

17. Other Certifications

The Grantee certifies, by signature to this Grant Agreement, that neither they nor any principals or contractors retained for service under this Grant Agreement are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the grant by any federal department or agency.

18. Governance

This Grant Agreement is governed by the laws of the State of Michigan. This Grant Agreement, together with the Grantee’s Grant

Application (including the Grantee's Assurance of Compliance) submitted to the Council, constitutes the entire agreement between the parties and may not be amended, except by written instrument executed by both the Council and the Grantee prior to the end of the Term set forth in Section 2. In the event of a conflict between the Grantee's Grant Application and this Grant Agreement, the terms of this Grant Agreement, as amended, shall control. No party to the Grant Agreement may assign this Grant Agreement or any of their interest or obligations hereunder without prior consent of the other party. The Grantee agrees to inform the Council in writing immediately of any proposed changes of dates, budget or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget or services are subject to the Council's written approval. If any provision of this Grant Agreement is deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

19. Compliance with Laws

The Grantee shall otherwise be in compliance at all times with all applicable federal laws, regulations, rules and orders including, but not limited to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; Executive Order 13166; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.; the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. § 4321 et seq.; the National Historic Preservation Act (NHPA) of 1966, 16 U.S.C. § 470 et seq.; the Drug Free Workplace Act of 1988, 41 U.S.C. § 701 et seq.; Lobbying restrictions, 18 U.S.C. § 1913, 2 C.F.R. § 200.450, and 31 U.S.C. § 1352; Davis-Bacon and Related Acts 40 U.S.C. § 3141; the Native American Graves Protection and Repatriation Act of 1990, 25 U.S.C. § 3001 et seq.; the U.S. Constitution Education Program, P.L. 108-447, Division J, Sec. 111(b); and the prohibition on funding to ACORN, P.L. 111-88, Sec. 427.

20. Counterparts

This Grant Agreement may be executed in one or more counterparts and transmitted by facsimile, email, pdf or other electronic means, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

21. Survivability

The terms and conditions of Sections 6, 8, 9, 10, 11, 12, 15, 16, 18 and this Section 21 shall survive termination or expiration of this Grant Agreement.

MICHIGAN ARTS AND CULTURE COUNCIL



Alison Watson
Director

March 25, 2026

CITY OF MARQUETTE

Jonathan Swenson
Community Services Director

Date

APPENDIX A

SCOPE OF WORK

[Follows under this cover]

Project Support:
(*Description of Project*)

Grantee will use grant funds to offer The City of Marquette's Senior Arts Program.

Facility Improvement & Equipment Purchase:
(*Description of Project*)

Grantee will use grant funds to purchase 40 stacking chairs, two chair carts, 8 flip-base tables, four permanent tables and eight permanent chairs for use in the new cultural center and trailhead building.

Consent Agenda - Roll Call Vote

Ordinance 26-04 - Noxious Weeds

BACKGROUND:

The Community Development Department is requesting amendments to the Noxious Weed Ordinance to address challenges that arose last year regarding extremely tall planned natural landscapes located within the City Right of Way.

The amendments presented here limit the City Right of Way plantings to turf grass, flowers (including raised beds), groundcover, vegetable gardens, and pollinator-friendly plants limited to 30 inches in height.

Per City Charter, an ordinance cannot be adopted at the same meeting which is introduced. This ordinance will appear at a future meeting for consideration.

FISCAL EFFECT:

None.

RECOMMENDATION:

Move Ordinance 26-4 to the next regular meeting agenda for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Ord 26-04_20260325

ORDINANCE #26-04
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 22, REGARDING NOXIOUS WEEDS

INTENT
The purpose of this ordinance is to amend Article IV (Noxious Weeds) of Chapter 22 (Environment) of the Marquette City Code in order to clarify associated definitions and regulations.

The City of Marquette Ordains:

SECTION 1. That Section 22-99 be hereby amended in its entirety to read as follows:

(a) The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
   (1) *Clear vision triangle* shall have the meaning ascribed to that term in the City of Marquette Land Development Code.
   (2) *Department* means the City of Marquette Department of Public Works.
   (3) *Designated official* means any individual identified or designated under section 30-21 of this Code.
   (4) *Invasive species* means non-native species that, when present, result in reduced native plant life.
   (5) *Lawn* means an area of grass that is kept short.
   (6) *Noxious weeds* means those plants identified by MCL 247.62, as amended.
   (7) *Planned natural landscape* means an area of native grasses and wildflowers intended to serve as a pollinator habitat, which requires certification from the Marquette County Conservation District.
   (8) *Rain garden* means a landscape feature designed to capture and infiltrate stormwater using deep rooted, typically native plants.
   (9) *Right-of-way* means city street right-of-way, including the terrace area between the sidewalk and the curb or edge of the street.
   (10) *Turf grass* is a type of grass used for lawns.
   (11) *Vegetation* includes grass, flowers, groundcover, and other plantings, excluding trees and shrubs unless permitted by the City Arborist.

SECTION 2. That Sections 22-102, 22-102.1, and 22-102.3 be hereby repealed.

SECTION 3. That new Sections 22-102 and 22-102.1 be hereby adopted to read as follows:

Sec 22-102. – Private Property.

(a) Turf grass and vegetation located within 50 feet of a structure must not exceed six (6) inches in height.
(b) Planned natural landscapes and rain gardens may be installed on private property, provided the average height does not exceed forty-eight (48) inches and they do not encroach into the clear vision triangle or obstruct sight lines at driveways or intersections.
(c) No person shall fail to mitigate any noxious weeds or invasive species growing on private property. Upon notification, a property owner may be referred to the Marquette County Conservation District for assistance with a management plan. Failure to mitigate, or failure to develop and adhere to a management plan will result in a penalty per section 22-100.

Sec 22-102.1. – Right-of-Way.

(a) The owner of each parcel is responsible for grading, planting, mowing, and raking the adjacent right-of-way.
(b) The following are permitted within the right-of-way, subject to this section: Turf grass, flowers, groundcover, vegetable gardens, and pollinator friendly plants.
(c) Raised planting beds of non-permanent materials, not exceeding six (6) inches in height, set back at least twelve (12) inches from the sidewalk and eighteen (18) inches from the curb provided that all supports (stakes, cages, etc.) must be removed after the growing season.
(d) The following are height limits for plantings:
    (1) Within two (2) feet of curbs and sidewalks: maximum plant height eight (8) inches.
    (2) General terrace area: maximum plant height thirty (30) inches.
(e) The following plantings are not permitted:
    (1) Woody plants (trees/shrubs) unless approved by the City Arborist.
    (2) Plantings within six (6) feet of fire hydrants or encroaching on sidewalks, curbs, or roadways, or that restrict access to utilities.
    (3) Planned natural landscapes and rain gardens.
(f) No person shall fail to mitigate any noxious weeds or invasive species growing on the right of way. Failure to do so will result in a penalty per section 22-100.

SECTION 3. Effective Date.

This ordinance shall take effect ten days after adoption but not before publication.

_____ _____

Paul Schloegel, Mayor Kyle Whitney, City Clerk

Date Adopted: _____ Date Effective: _____

Consent Agenda - Roll Call Vote

Street Improvements and Maintenance Project - Contract Approval

BACKGROUND:

Plans have been developed for the Street Improvements and Maintenance Project (SIMP). The project consists of preventative roadway maintenance which includes partial-depth asphalt resurfacing, as well as full-depth pavement replacement in areas where asphalt surfaces have experienced structural failure. The project also includes the replacement of a short section of watermain that has had recurring leaks in recent years. This project was advertised for bids on February 24th with a bid opening on March 19th. Three contractors responded, and the results are summarized below. A bid alternate cost for roadway crack sealing was also solicited from the low bidder.

Contractor	Bid
Payne and Dolan, Inc.	$1,058,291.53
Smith Construction, Inc.	$1,092,157.18
Oberstar Inc.	$1,248,405.45
Engineers Estimate	$1,315,662.33
Payne and Dolan Bid Alternate	$61,845.00

FISCAL EFFECT:

Sufficient funds are available in the approved FY 2026 budget.

RECOMMENDATION:

Approve a contract with Payne and Dolan Inc. for the Street Improvements and Maintenance Project (SIMP) in the amount of $1,120,136.53 based on the quantities and unit prices bid; authorize the City Manager to expend up to a 15 percent contingency to address unforeseen conditions; and authorize the Mayor and City Clerk to execute the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Payne and Dolan Construction Contract
2. Payne and Dolan Insurance
3. Bid_Tab_Report_BP26-01
4. Bid Alternate
5. Project Overview Map

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this _____ day of _____, 20___.

THE CITY OF MARQUETTE

_____
Witness

_____
Paul Schloegel, Mayor
City of Marquette

_____
Witness

_____
Kyle L. Whitney, City Clerk
City of Marquette

Payne and Dolan, Inc.

Robyn Paturi
Witness

_____
Witness

By: Jon Leach

Its: Agent

Address: 801 Clark Dr Gladstone MI 49837

Telephone#: 906 428 1008

APPROVED AS TO FORM:

_____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs
City Manager

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Street Improvements and Bituminous Paving Project

PROJECT NUMBERS: 26-101

THIS AGREEMENT, made this _____, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Payne and Dolan, Inc. of Gladstone, MI, a foreign profit corporation, holding license number 8009988670, hereinafter called "Contractor".

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

ARTICLE 1

CONTRACT DOCUMENTS

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

ARTICLE 2

SCOPE OF WORK

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

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

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

ARTICLE 4

TIME OF COMPLETION

The commencement date of this project is April 13, 2026, and the completion date of this project is September 25, 2026. The Contractor shall be penalized in the amount of $1,300 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of $1,120,136.53, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

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

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

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

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2026

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Payne & Dolan, Inc. c/o Amy Lerlie PO Box 1632 Waukesha, WI 53187	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Travelers Indemnity Company — 25658 INSURER B : Travelers Property Casualty Company of Ame — 25674 INSURER C : St Paul Mercury Insurance Company — 24791 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W45222291 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		VTC2K-CO-7W348588-IND-26	03/01/2026	03/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		VTC2J-CAP-7W348576-TIL-26	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		CUP-7W34859A-26-25	03/01/2026	03/01/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6X192249-26-25-K	03/01/2026	03/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Worker's Compensation and Employer's Liability(WI - Retro) Per Statute			UB-6X191345-26-25-R	03/01/2026	03/01/2027	E.L. Each Accident E.L. Disease-Each Emp E.L. Disease-Pol Lmt	$1,000,000 $1,000,000 $1,000,000

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

M26-101 / Street Improvements and Bituminous Pavement / P&D 408656

Project Estimated Start and End dates: April 13, 2026 ending September 25, 2026

PROJECT NAME: Street Improvements and Bituminous Paving Project
PROJECT NUMBERS: 26-101

CERTIFICATE HOLDER

City of Marquette
300 West Baraga Avenue
Marquette, MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED Payne & Dolan, Inc. c/o Amy Lerlie PO Box 1632 Waukesha, WI 53187
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Marquette, its officers, directors and employees are included as Additional Insureds under the General Liability policy, for ongoing and completed operations and Automobile Liability and Umbrella/Excess policies with respect to work performed by the Named Insured when required by written contract, agreement or permit and executed prior to the loss.

Where coverage applies in the underlying, the Umbrella Liability policy follows form of the General Liability, Automobile Liability, and Employers Liability policies.

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POLICY NUMBER: VTC2J-CAP-7W348576-TIL-26 Policy Period: 3/1/2026 to 3/1/2027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

NONRENEWAL: **Number of Days Notice of Nonrenewal:**

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** _____

PERSON OR ORGANIZATION:
Any person or organization to whom you have agreed in a written contract that notice of cancellation or nonrenewal of this policy will be given, but only if:

1. You see to it that we receive a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and

2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:
The address for that person or organization included in such written request from you to us.

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

: Number tice llati : 30

NONRENEWAL: **Number of Days Notice of Nonrenewal:**

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00) - 001

POLICY NUMBER: UB-6X192249-26-25-K

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	**Number of Days Notice**
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: ST
ASSIGN:03-01-2026

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Solicitation Information

City of Marquette

Solicitation Number

BP26-01 - SIMP and Fisher Street Watermain Replacement

Deadline

03/25/2026 11:00 AM EDT

Advertised

02/24/2026 11:35 AM EST

Revised

03/19/2026 08:43 AM EDT

Description

Street Improvements and Bituminous Paving
A. This project consists of re-constructing HMA pavements, which includes cold-milling, pavement/existing base and subbase removal, structure cover adjustment, curb work, HMA pavement and base placement, and over band crack filling. Restoration of all disturbed lawn and grassy areas is included.

Fisher Street Water Main Replacement
B. This project also consists of the replacement of approximately 314 ft of watermain on Fisher Street. The watermain replacement will include water service reconnection, earth excavation, pavement removal, road re-building and HMA placement.

Location(s)

Marquette, Michigan

Bidders

Business Name	Address	Phone
Smith Construction, Inc	4090 US Highway 41 W Marquette, MI 49855-9491	(906) 228-7285
Payne & Dolan, Inc.	801 Clark Dr Gladstone, MI 49837-8966	(906) 428-1008
Oberstar, Inc.	1900 Industrial Pkwy Marquette, MI 49855-1653	(906) 226-6799
3 Bidders		

Item	Quantity	Payne & Dolan, Inc. Price	Payne & Dolan, Inc. Extension	Quantity	Smith Construction, Inc Price	Smith Construction, Inc Extension
Schedule of Items						
1100001 Mobilization, Max $62,000 LSUM	1.0000	$45,000.00	$45,000.00	1.0000	$62,000.00	$62,000.00
2040021 Curb, Rem Ft	217.0000	$14.00	$3,038.00	217.0000	$50.00	$10,850.00
2040055 Sidewalk, Rem Syd	12.0000	$82.50	$990.00	12.0000	$50.00	$600.00
2050016 Excavation, Earth Cyd	1,242.0000	$35.50	$44,091.00	1,242.0000	$26.00	$32,292.00
2080014 Erosion Control, Filter Bag Ea	5.0000	$278.50	$1,392.50	5.0000	$125.00	$625.00
2080016 Erosion Control, Gravel Access Approach Ea	2.0000	$2,535.00	$5,070.00	2.0000	$500.00	$1,000.00
2080018 Erosion Control, Gravel Filter Berm Ft	20.0000	$116.00	$2,320.00	20.0000	$25.00	$500.00
2080028 Erosion Control, Sand Bag Ea	50.0000	$34.50	$1,725.00	50.0000	$10.00	$500.00
2080034 Erosion Control, Sediment Trap Ea	1.0000	$865.00	$865.00	1.0000	$500.00	$500.00
2090001 Project Cleanup LSUM	1.0000	$100.00	$100.00	1.0000	$20,000.00	$20,000.00

Item	Quantity	Payne & Dolan, Inc. Price	Extension	Quantity	Smith Construction, Inc Price	Extension
3010002 Subbase, CIP Cyd	141.0000	$58.90	$8,304.90	141.0000	$40.00	$5,640.00
3010002 Subbase, CIP modified Cyd	192.0000	$62.00	$11,904.00	192.0000	$45.00	$8,640.00
3020010 Aggregate Base, 4 inch Syd	576.0000	$12.00	$6,912.00	576.0000	$10.00	$5,760.00
3020020 Aggregate Base, 8 inch Syd	3,209.0000	$17.00	$54,553.00	3,209.0000	$22.00	$70,598.00
4030005 Dr Structure Cover, Adj, Case 1 Ea	38.0000	$865.00	$32,870.00	38.0000	$1,200.00	$45,600.00

Item	Quantity	Payne & Dolan, Inc. Price	Payne & Dolan, Inc. Extension	Quantity	Smith Construction, Inc Price	Smith Construction, Inc Extension
Schedule of Items						
4030010 Dr Structure Cover, Type B Ea	2.0000	$1,185.00	$2,370.00	2.0000	$900.00	$1,800.00
4030065 Dr Structure Cover, Type Q Ea	2.0000	$1,185.00	$2,370.00	2.0000	$900.00	$1,800.00
5010002 Cold Milling HMA Surface 1-1/2 depth Syd	30,537.0000	$3.75	$114,513.75	30,537.0000	$3.75	$114,513.75
5010002 Cold Milling HMA Surface full depth Syd	3,142.0000	$5.30	$16,652.60	3,142.0000	$5.30	$16,652.60
5010005 HMA Surface, Rem Syd	576.0000	$29.50	$16,992.00	576.0000	$10.00	$5,760.00
5010025 Hand Patching Road wedging Ton	420.0000	$117.00	$49,140.00	420.0000	$117.00	$49,140.00
5012025 HMA, 4EML Ton	335.0000	$110.00	$36,850.00	335.0000	$110.00	$36,850.00
5012025 HMA, 4EML curb patching Ton	6.0000	$425.00	$2,550.00	6.0000	$425.00	$2,550.00
5012037 HMA, 5EML Ton	3,147.0000	$117.00	$368,199.00	3,147.0000	$117.00	$368,199.00
6137054 Traffic Control LS	1.0000	$43,100.00	$43,100.00	1.0000	$25,000.00	$25,000.00

Item	Quantity	Payne & Dolan, Inc. Price	Payne & Dolan, Inc. Extension	Quantity	Smith Construction, Inc Price	Smith Construction, Inc Extension
6237001 Pedestrian Traffic Maintenance LS	1.0000	$4,595.00	$4,595.00	1.0000	$15,000.00	$15,000.00
6807135 Service Tap, 1 Inch ea	1.0000	$4,175.00	$4,175.00	1.0000	$2,500.00	$2,500.00
6807143 Connect to Existing Water Main Ea	2.0000	$4,275.00	$8,550.00	2.0000	$5,000.00	$10,000.00
6807144 Connect to existing water lateral Ea	7.0000	$965.00	$6,755.00	7.0000	$2,000.00	$14,000.00
6807220 Auxilliary Water Main Lft	500.0000	$22.00	$11,000.00	500.0000	$20.00	$10,000.00

Item	Quantity	Payne & Dolan, Inc. Price	Payne & Dolan, Inc. Extension	Quantity	Smith Construction, Inc Price	Smith Construction, Inc Extension
Schedule of Items						
6807221 Auxilliary Water Main Bldg. Connect ea	7.0000	$930.00	$6,510.00	7.0000	$100.00	$700.00
6927008 Utility exploration water Ea	5.0000	$1,015.00	$5,075.00	5.0000	$600.00	$3,000.00
6927011 Resident Notification LS	1.0000	$5,025.00	$5,025.00	1.0000	$10,000.00	$10,000.00
8010005 Driveway, Nonreinf Conc, 6 inch Syd	12.0000	$135.00	$1,620.00	12.0000	$150.00	$1,800.00
8020008 Curb, Conc., City Standard ft	109.0000	$65.00	$7,085.00	109.0000	$70.00	$7,630.00
8020021 Curb and Gutter, Conc, Det C2 Ft	60.0000	$65.00	$3,900.00	60.0000	$70.00	$4,200.00
8020031 Curb and Gutter, Conc, Det D2 Ft	48.0000	$70.00	$3,360.00	48.0000	$75.00	$3,600.00
8110114 Pavt Mrkg, Polyurea, 24 inch, Stop Bar Ft	199.0000	$15.95	$3,174.05	199.0000	$17.00	$3,383.00
8110231 Pavt Mrkg, Polyurea, 24 Inch, Crosswalk Ladder ...	1,232.0000	$15.95	$19,650.40	1,232.0000	$17.00	$20,944.00

Item	Quantity	Payne & Dolan, Inc. Price	Extension	Quantity	Smith Construction, Inc Price	Extension
Ft						
8110405 Pavt Mrkg, Polyurea, Lt Turn Arrow Sym Ea	3.0000	$285.00	$855.00	3.0000	$300.00	$900.00
8110410 Pavt Mrkg, Polyurea, Only Ea	2.0000	$285.00	$570.00	2.0000	$300.00	$600.00
8110417 Pavt Mrkg, Polyurea, Thru and Rt Turn Arrow Sym Ea	1.0000	$350.00	$350.00	1.0000	$350.00	$350.00
8112237 Pavt Mrkg, Modified Epoxy, 4 inch, White Ft	135.0000	$1.65	$222.75	135.0000	$1.75	$236.25
8112241 Pavt Mrkg, Modified Epoxy, 4 inch, Yellow Ft	2,905.0000	$1.65	$4,793.25	2,905.0000	$1.75	$5,083.75
8120022 Barricade, Type III, High Intensity, Lighted, Furn Ea	6.0000	$60.00	$360.00	6.0000	$75.00	$450.00

Item	Quantity	Payne & Dolan, Inc. Price	Payne & Dolan, Inc. Extension	Quantity	Smith Construction, Inc Price	Smith Construction, Inc Extension
Schedule of Items						
8120023 Barricade, Type III, High Intensity, Lighted, Oper Ea	6.0000	$1.00	$6.00	6.0000	$10.00	$60.00
8120100 Dust Palliative, Applied Ton	1.0000	$1,765.00	$1,765.00	1.0000	$500.00	$500.00
8120170 Minor Traf Devices LSUM	1.0000	$7,480.00	$7,480.00	1.0000	$10,000.00	$10,000.00
8120252 Plastic Drum, Fluorescent, Furn Ea	20.0000	$14.00	$280.00	20.0000	$20.00	$400.00
8120253 Plastic Drum, Fluorescent, Oper Ea	20.0000	$1.00	$20.00	20.0000	$10.00	$200.00
8120350 Sign, Type B, Temp, Prismatic, Furn Sft	179.0000	$3.00	$537.00	179.0000	$5.00	$895.00
8120351 Sign, Type B, Temp, Prismatic, Oper Sft	179.0000	$1.00	$179.00	179.0000	$1.00	$179.00
8120370 Traf Regulator Control LSUM	1.0000	$100.00	$100.00	1.0000	$1.00	$1.00
8160025 Mulch Syd	36.0000	$2.50	$90.00	36.0000	$5.00	$180.00
60 Items	**Totals:**		**$1,058,291.53**			**$1,092,157.18**

Item	Quantity	Payne & Dolan, Inc. Price	Payne & Dolan, Inc. Extension	Quantity	Smith Construction, Inc Price	Smith Construction, Inc Extension
8160042 Seeding, Mixture TUF Lb	1.6330	$10.00	$16.33	1.6330	$25.00	$40.83
8160062 Topsoil Surface, Furn, 4 inch Syd	36.0000	$81.00	$2,916.00	36.0000	$14.00	$504.00
8230156 Water Main, DI, 8 inch, Tr Det G Ft	314.0000	$128.50	$40,349.00	314.0000	$175.00	$54,950.00
8230431 Gate Box, Adj, Case 1 Ea	4.0000	$1,020.00	$4,080.00	4.0000	$500.00	$2,000.00
8230431 Gate Box, Adj, Case 1 modified Ea	29.0000	$675.00	$19,575.00	29.0000	$500.00	$14,500.00
8237050 _ Service Tap, 3/4 inch Ea	6.0000	$1,900.00	$11,400.00	6.0000	$1,000.00	$6,000.00
60 Items	**Totals:**		**$1,058,291.53**			**$1,092,157.18**

Item	Quantity	Oberstar, Inc. Price	Extension		
Schedule of Items					
1100001 Mobilization, Max $62,000 LSUM	1.0000	$62,000.00	$62,000.00		
2040021 Curb, Rem Ft	217.0000	$18.00	$3,906.00		
2040055 Sidewalk, Rem Syd	12.0000	$18.00	$216.00		
2050016 Excavation, Earth Cyd	1,242.0000	$20.00	$24,840.00		
2080014 Erosion Control, Filter Bag Ea	5.0000	$200.00	$1,000.00		
2080016 Erosion Control, Gravel Access Approach Ea	2.0000	$400.00	$800.00		
2080018 Erosion Control, Gravel Filter Berm Ft	20.0000	$15.00	$300.00		
2080028 Erosion Control, Sand Bag Ea	50.0000	$20.00	$1,000.00		
2080034 Erosion Control, Sediment Trap Ea	1.0000	$350.00	$350.00		
2090001 Project Cleanup LSUM	1.0000	$10,000.00	$10,000.00		

Item	Quantity	Oberstar, Inc. Price	Extension		
3010002 Subbase, CIP Cyd	141.0000	$20.00	$2,820.00		
3010002 Subbase, CIP modified Cyd	192.0000	$50.00	$9,600.00		
3020010 Aggregate Base, 4 inch Syd	576.0000	$16.00	$9,216.00		
3020020 Aggregate Base, 8 inch Syd	3,209.0000	$18.00	$57,762.00		
4030005 Dr Structure Cover, Adj, Case 1 Ea	38.0000	$2,000.00	$76,000.00		

Item	Quantity	Oberstar, Inc. Price	Extension		
Schedule of Items					
4030010 Dr Structure Cover, Type B Ea	2.0000	$1,400.00	$2,800.00		
4030065 Dr Structure Cover, Type Q Ea	2.0000	$1,500.00	$3,000.00		
5010002 Cold Milling HMA Surface 1-1/2 depth Syd	30,537.0000	$4.50	$137,416.50		
5010002 Cold Milling HMA Surface full depth Syd	3,142.0000	$6.50	$20,423.00		
5010005 HMA Surface, Rem Syd	576.0000	$10.00	$5,760.00		
5010025 Hand Patching Road wedging Ton	420.0000	$140.00	$58,800.00		
5012025 HMA, 4EML Ton	335.0000	$130.00	$43,550.00		
5012025 HMA, 4EML curb patching Ton	6.0000	$500.00	$3,000.00		
5012037 HMA, 5EML Ton	3,147.0000	$140.00	$440,580.00		
6137054 Traffic Control LS	1.0000	$70,000.00	$70,000.00		

Item	Quantity	Oberstar, Inc. Price	Extension		
6237001 Pedestrian Traffic Maintenance LS	1.0000	$5,000.00	$5,000.00		
6807135 Service Tap, 1 Inch ea	1.0000	$1,000.00	$1,000.00		
6807143 Connect to Existing Water Main Ea	2.0000	$5,000.00	$10,000.00		
6807144 Connect to existing water lateral Ea	7.0000	$1,000.00	$7,000.00		
6807220 Auxilliary Water Main Lft	500.0000	$12.00	$6,000.00		

Item	Quantity	Oberstar, Inc. Price	Extension		
Schedule of Items					
6807221 Auxilliary Water Main Bldg. Connect ea	7.0000	$400.00	$2,800.00		
6927008 Utility exploration water Ea	5.0000	$500.00	$2,500.00		
6927011 Resident Notification LS	1.0000	$4,000.00	$4,000.00		
8010005 Driveway, Nonreinf Conc, 6 inch Syd	12.0000	$185.00	$2,220.00		
8020008 Curb, Conc., City Standard ft	109.0000	$80.00	$8,720.00		
8020021 Curb and Gutter, Conc, Det C2 Ft	60.0000	$80.00	$4,800.00		
8020031 Curb and Gutter, Conc, Det D2 Ft	48.0000	$85.00	$4,080.00		
8110114 Pavt Mrkg, Polyurea, 24 inch, Stop Bar Ft	199.0000	$16.00	$3,184.00		
8110231 Pavt Mrkg, Polyurea, 24 Inch, Crosswalk Ladder ...	1,232.0000	$16.00	$19,712.00		

Item	Quantity	Oberstar, Inc. Price	Extension		
Ft					
8110405 Pavt Mrkg, Polyurea, Lt Turn Arrow Sym Ea	3.0000	$285.00	$855.00		
8110410 Pavt Mrkg, Polyurea, Only Ea	2.0000	$285.00	$570.00		
8110417 Pavt Mrkg, Polyurea, Thru and Rt Turn Arrow Sym Ea	1.0000	$350.00	$350.00		
8112237 Pavt Mrkg, Modified Epoxy, 4 inch, White Ft	135.0000	$1.65	$222.75		
8112241 Pavt Mrkg, Modified Epoxy, 4 inch, Yellow Ft	2,905.0000	$1.65	$4,793.25		
8120022 Barricade, Type III, High Intensity, Lighted, Furn Ea	6.0000	$60.00	$360.00		

Item	Quantity	Oberstar, Inc. Price	Extension		
Schedule of Items					
8120023 Barricade, Type III, High Intensity, Lighted, Oper Ea	6.0000	$1.00	$6.00		
8120100 Dust Palliative, Applied Ton	1.0000	$2,000.00	$2,000.00		
8120170 Minor Traf Devices LSUM	1.0000	$14,000.00	$14,000.00		
8120252 Plastic Drum, Fluorescent, Furn Ea	20.0000	$14.00	$280.00		
8120253 Plastic Drum, Fluorescent, Oper Ea	20.0000	$1.00	$20.00		
8120350 Sign, Type B, Temp, Prismatic, Furn Sft	179.0000	$3.00	$537.00		
8120351 Sign, Type B, Temp, Prismatic, Oper Sft	179.0000	$1.00	$179.00		
8120370 Traf Regulator Control LSUM	1.0000	$6,000.00	$6,000.00		
8160025 Mulch Syd	36.0000	$15.00	$540.00		
60 Items	**Totals:**		**$1,248,405.45**		

Item	Quantity	Oberstar, Inc. Price	Extension		
8160042 Seeding, Mixture TUF Lb	1.6330	$150.00	$244.95		
8160062 Topsoil Surface, Furn, 4 inch Syd	36.0000	$12.00	$432.00		
8230156 Water Main, DI, 8 inch, Tr Det G Ft	314.0000	$215.00	$67,510.00		
8230431 Gate Box, Adj, Case 1 Ea	4.0000	$350.00	$1,400.00		
8230431 Gate Box, Adj, Case 1 modified Ea	29.0000	$550.00	$15,950.00		
8237050 _ Service Tap, 3/4 inch Ea	6.0000	$1,000.00	$6,000.00		
60 Items	**Totals:**		**$1,248,405.45**		

Outlook

RE: Marquette SIMP project MQ26-101

From Aaron Cohn <ACohn@walbecgroup.com>
Date Fri 3/27/2026 9:33 AM
To Nathan Williams <NWilliams@walbecgroup.com>; Mik Kilpela <mkilpela@marquettemi.gov>
Cc Kellen Wessels <kwessels@marquettemi.gov>; Karla Kramer <kkramer@marquettemi.gov>; Amy Lerlie <ALerlie@walbecgroup.com>

You don't often get email from acohn@walbecgroup.com. Learn why this is important

Hi Mik,

See below for the crack filling cost.

DESCRIPTION	QTY	Unit of Measure	Unit Price	Extended Price
Overband Crack Fill, Lane Modified	9.5	Lane Miles	$6,510.00	$61,845.00

We look forward to working with you and your team for this project. Please reach out if you need anything else or have any questions.

Thanks,

Aaron Cohn
Senior Project Manager
920.342.4270 mobile
walbecgroup.com
An Equal Opportunity & Affirmative Action Employer

From: Nathan Williams <NWilliams@walbecgroup.com>
Sent: Wednesday, March 25, 2026 3:07 PM
To: Mik Kilpela <mkilpela@marquettemi.gov>; Zach Lange <ZLange@walbecgroup.com>; Aaron Cohn <ACohn@walbecgroup.com>
Cc: Kellen Wessels <kwessels@marquettemi.gov>; Karla Kramer <kkramer@marquettemi.gov>
Subject: Re: Marquette SIMP project MQ26-101

Mik,
I copied Aaron Cohn in this email, he is going to be the project manager on this, and I will be working alongside him. Zach will be working in a support role for the underground work. We will get a quote over to you for the crack filling.

Pleased to work together on this project!

Thanks!

2026
SIMP
MQ26-101

Fair
Fair
Fair
College
Lee Hall
Presque Isle
Presque Isle
Presque Isle
Presque Isle
Lakeshore
Lakeshore
Lincoln
McClellan
Seventh
Fourth
Third
Pine
Hewitt
Hewitt
Fourth
Front
Lakeshore
Washington
Ridge
Third
Lakeshore
US41
US41
Washington
Fourth
Fisher
Fisher
Fisher
Grove
Seventh
Grove
M553/McClellan
Lakeshore
Front
Altamont
Division
US41

Legend

SIMP Pavement Limits

1-1/2 Inch Mill Area

Full Depth

N

2-11-2026
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

0 0.13 0.25 0.5 Miles

2026
SIMP Locations
MQ26-101

1:700

2-9-2026

City of Marquette
Engineering Department
Geographic Information Systems (GIS)

SIMP_Repair_Areas
- Curb Repair
- swManhole
- swInlet
- Storm Gravity Mains
- Sanitary Sewer Manholes
- Sewer Gravity Mains
- FireHydrants
- WaterGateValves
- WaterMains

Street Curb
- C2
- C4
- C6
- D2
- F2
- F2 MODIFIED
- GRAVEL SHOULDER
- NO CURB
- STRAIGHT
- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

400 E FAIR
C4
NO CURB
24 Ft
1300 LAKESHORE BLVD
1300 N LAKESHORE
D2
C2
1314 PICNIC ROCKS DR
1312 PICNIC ROCKS DR
1308 PICNIC ROCKS DR
1311 PICNIC ROCKS DR
1309 PICNIC ROCKS DR
1306 PICNIC ROCKS DR
1307 PICNIC ROCKS DR
1304 PICNIC ROCKS DR
1305 PICNIC ROCKS DR
1303 PICNIC ROCKS DR
1301 PICNIC ROCKS DR
1200 N LAKESHORE
1001 LAKESHORE BLVD
1300 LAKESHORE BLVD
1201 LAKESHORE PARK PL
1001 LAKESHORE PARK PL
1200 LAKESHORE PARK PLACE
1203 LAKESHORE PARK PL
1205 LAKESHORE PARK PL
1207 LAKESHORE PARK PL
1211 LAKESHORE PARK PL
3' Sinkhole
975 LAKESHORE BLVD
1100 N LAKESHORE
955 LAKESHORE BLVD

2026
SIMP Locations
MQ26-101

1:700

2-9-2026
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

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Street Curb
- C2
- C4
- C6
- D2
- F2
- F2 MODIFIED
- GRAVEL SHOULDER
- NO CURB
- STRAIGHT
- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

975 LAKESHORE BLVD
1100 N LAKESHORE
C2
1000 N LAKESHORE
D2
955 LAKESHORE BLVD
1300 LAKESHORE BLVD
911 LAKESHORE BLVD
405 E PARK ST
400 E PARK
STRAIGHT
STRAIGHT
406 E PARK ST
408 E PARK ST
VACANT LAND (LAKESHORE)
905 LAKESHORE BLVD
900 N LAKESHORE
Sinkhole CB Repair
427 E CRESCENT ST
429 E CRESCENT ST
900 LAKESHORE BLVD
24 Ft

2026
SIMP Locations
MQ26-101

1:700

2-9-2026

City of Marquette
Engineering Department
Geographic Information Systems (GIS)

SIMP_Repair_Areas
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Street Curb
- C2
- C4
- C6
- D2
- F2
- F2 MODIFIED
- GRAVEL SHOULDER
- NO CURB
- STRAIGHT
- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

905 LAKESHORE BLVD
900 LAKESHORE BLVD
900 N LAKESHORE
C2
D2
500 E CRESCENT
446 E CRESCENT ST
800 N LAKESHORE
511 E PROSPECT ST
1300 LAKESHORE BLVD
STRAIGHT
500 E PROSPECT
NO CURB
718 CEDAR ST
512 E PROSPECT ST
526 E PROSPECT ST
528 E PROSPECT ST
VACANT LAND (LAKESHORE)
24 Ft
716 CEDAR ST
ALLEY
700 N LAKESHORE
503 E HEWITT AVE
505 E HEWITT AVE
509 E HEWITT AVE
513 E HEWITT AVE
523 E HEWITT AVE
525 E HEWITT AVE
702 LAKESHORE BLVD
F2 MODIFIED
500 E HEWITT
502 E HEWITT AVE
506 E HEWITT AVE
508 E HEWITT AVE
516 E HEWITT AVE
522 E HEWITT AVE
524 E HEWITT AVE
526 E HEWITT AVE
528 E HEWITT AVE
530 E HEWITT AVE
VACANT LAND (LAKESHORE)
600 N LAKESHORE
616 CEDAR ST

2026
SIMP Locations
MQ26-101

1:700

2-9-2026

City of Marquette
Engineering Department
Geographic Information Systems (GIS)

SIMP_Repair_Areas
- Curb Repair
- swManhole
- swInlet
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- Sanitary Sewer Manholes
- Sewer Gravity Mains
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- WaterGateValves
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Street Curb
- C2
- C4
- C6
- D2
- F2
- F2 MODIFIED
- GRAVEL SHOULDER
- NO CURB
- STRAIGHT
- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

VACANT LAND (LAKESHORE)
525 E HEWITT AVE
1300 LAKESHORE BLVD
702 LAKESHORE BLVD
700 N LAKESHORE
C2
D2
F2 MODIFIED
500 E HEWITT
528 E HEWITT AVE
530 E HEWITT AVE
600 N LAKESHORE
539 E OHIO ST
531 E OHIO ST
541 E OHIO ST
543 E OHIO ST
545 E OHIO ST
604 LAKESHORE BLVD
STRAIGHT
500 E OHIO
NO CURB
600 E OHIO
532 E OHIO ST
534 E OHIO ST
536 E OHIO ST
24 Ft
500 FERN PLACE
505 N LAKESHORE BLVD
538 LAKESHORE BLVD
517 FERN PL
531 E MICHIGAN ST
533 E MICHIGAN ST
500 LAKESHORE BLVD
B2
500 E MICHIGAN
600 E MICHIGAN
500 N LAKESHORE
528 E MICHIGAN ST
530 E MICHIGAN ST
536 E MICHIGAN ST
540 E MICHIGAN ST
425 LAKESHORE BLVD
400 N LAKESHORE
430 LAKESHORE BLVD
610 E MICHIGAN ST
410 LAKESHORE BLVD

2026
SIMP Locations
MQ26-101

SIMP_Repair_Areas
- Curb Repair
- swManhole
- swInlet
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- Sanitary Sewer Manholes
- Sewer Gravity Mains
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Street Curb
- C2
- C4
- C6
- D2
- F2
- F2 MODIFIED
- GRAVEL SHOULDER
- NO CURB
- STRAIGHT
- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

1:700

2-9-2026
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

300 W BARAGA AVE
300 S FOURTH
300 W BARAGA
200 W BARAGA
Missing ADA
249 W BARAGA AVE
245 W BARAGA AVE
239 W BARAGA AVE
235 W BARAGA AVE
233 W BARAGA AVE
221 W BARAGA AVE
217 W BARAGA AVE
213 W BARAGA AVE
301 W BARAGA AVE
409 S FOURTH ST
400 S FOURTH
30 Ft
244 ROCK ST
236 ROCK ST
234 ROCK ST
230 ROCK ST
222 ROCK ST
218 ROCK ST
212 ROCK ST
418 S THIRD ST
300 ROCK
200 ROCK
247 ROCK ST
245 ROCK ST
239 ROCK ST
233 ROCK ST
227 ROCK ST
221 ROCK ST
219 ROCK ST
211 ROCK ST
500 S FOURTH ST
509 S FOURTH ST
500 S FOURTH
515 S FOURTH ST
525 S FOURTH ST
244 FISHER ST
240 FISHER ST
234 FISHER ST
224 FISHER ST
218 FISHER ST
214 FISHER ST
210 FISHER ST
204 FISHER ST
500 S THIRD ST
300 FISHER
200 FISHER
600 S FOURTH
307 FISHER ST
301 FISHER ST
247 FISHER ST
245 FISHER ST
243 FISHER ST
Sinkhole CB Repair

2026
SIMP Locations
MQ26-101

1:700

2-9-2026

City of Marquette
Engineering Department
Geographic Information Systems (GIS)

SIMP_Repair_Areas
- Curb Repair
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Street Curb
- C2
- C4
- C6
- D2
- F2
- F2 MODIFIED
- GRAVEL SHOULDER
- NO CURB
- STRAIGHT
- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

338 W WASHINGTON ST
310 W WASHINGTON ST
100 N FOURTH
300 W WASHINGTON
321 W WASHINGTON ST
317 W WASHINGTON ST
315 W WASHINGTON ST
313 W WASHINGTON ST
301 W WASHINGTON ST
100 S FOURTH
100 S FOURTH ST
102 S FOURTH ST
NO CURB
ALLEY
36 Ft
249 W WASHINGTON ST
239 W WASHINGTON ST
231 W WASHINGTON ST
227 W WASHINGTON ST
223 W WASHINGTON ST
221 W WASHINGTON ST
219 W WASHINGTON ST
215 W WASHINGTON ST
213 S FRONT ST
103 S FOURTH ST
200 S FOURTH ST
STRAIGHT
200 S FOURTH
112 S THIRD ST
210 S FOURTH ST
200 W SPRING ST SUITE 1
300 W SPRING
300 S FOURTH
300 W BARAGA AVE
234 W BARAGA AVE

2026
SIMP Locations
MQ26-101

SIMP_Repair_Areas
- Curb Repair
- swManhole
- swInlet
- Storm Gravity Mains
- Sanitary Sewer Manholes
- Sewer Gravity Mains
- FireHydrants
- WaterGateValves
- WaterMains

Street Curb
- C2
- C4
- C6
- D2
- F2
- F2 MODIFIED
- GRAVEL SHOULDER
- NO CURB
- STRAIGHT
- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

1:700

2-9-2026
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

Watermain Replacement Area

2026
SIMP Locations
MQ26-101

1:700

2-9-2026
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

SIMP_Repair_Areas
- Curb Repair
- swManhole
- swInlet
- Storm Gravity Mains
- Sanitary Sewer Manholes
- Sewer Gravity Mains
- FireHydrants
- WaterGateValves
- WaterMains

Street Curb
- C2
- C4
- C6
- D2
- F2
- F2 MODIFIED
- GRAVEL SHOULDER
- NO CURB
- STRAIGHT
- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

503 ROCK ST
426 ROCK ST
422 ROCK ST
418 ROCK ST
410 ROCK ST
402 ROCK ST
346 ROCK S
400 ROCK
300 ROCK
400 S FIFTH
445 ROCK ST
443 ROCK ST
441 ROCK ST
433 ROCK ST
429 ROCK ST
421 ROCK ST
419 ROCK ST
415 ROCK ST
407 ROCK ST
401 ROCK ST
500 ALTAMONT
505 ALTAMONT ST
504 S FIFTH ST
506 S FIFTH ST
500 S FIFTH
509 S FIFTH ST
510 S FIFTH ST
500 S FOURTH ST
442 FISHER ST
446 FISHER ST
438 FISHER ST
428 FISHER ST
424 FISHER ST
422 FISHER ST
416 FISHER ST
400 FISHER
300 FISHER
30 Ft
425 FISHER ST
343 FISHER ST
337 FISHER ST
331 FISHER ST
327 FISHER ST
317 FISHER ST
311 FISHER ST
3'
C2
C4
F2

2026
SIMP Locations
MQ26-101

SIMP_Repair_Areas
- Curb Repair
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Street Curb
- C2
- C4
- C6
- D2
- F2
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- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

1:700

2-9-2026
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

2026
SIMP Locations
MQ26-101

1:700

2-9-2026
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Street Curb
- C2
- C4
- C6
- D2
- F2
- F2 MODIFIED
- GRAVEL SHOULDER
- NO CURB
- STRAIGHT
- Parcels

SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

Sinkhole CB Repair
Sinkhole CB Repair
Repair Sinkhole
Sinkhole CB Repair
6'
3'
30 Ft

2026
SIMP Locations
MQ26-101

1:700

2-9-2026

City of Marquette
Engineering Department
Geographic Information Systems (GIS)

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SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
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1:700

2-9-2026
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

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SIMP_Pavement_Limits
- 1-1/2 Inch Mill Area
- Full Depth

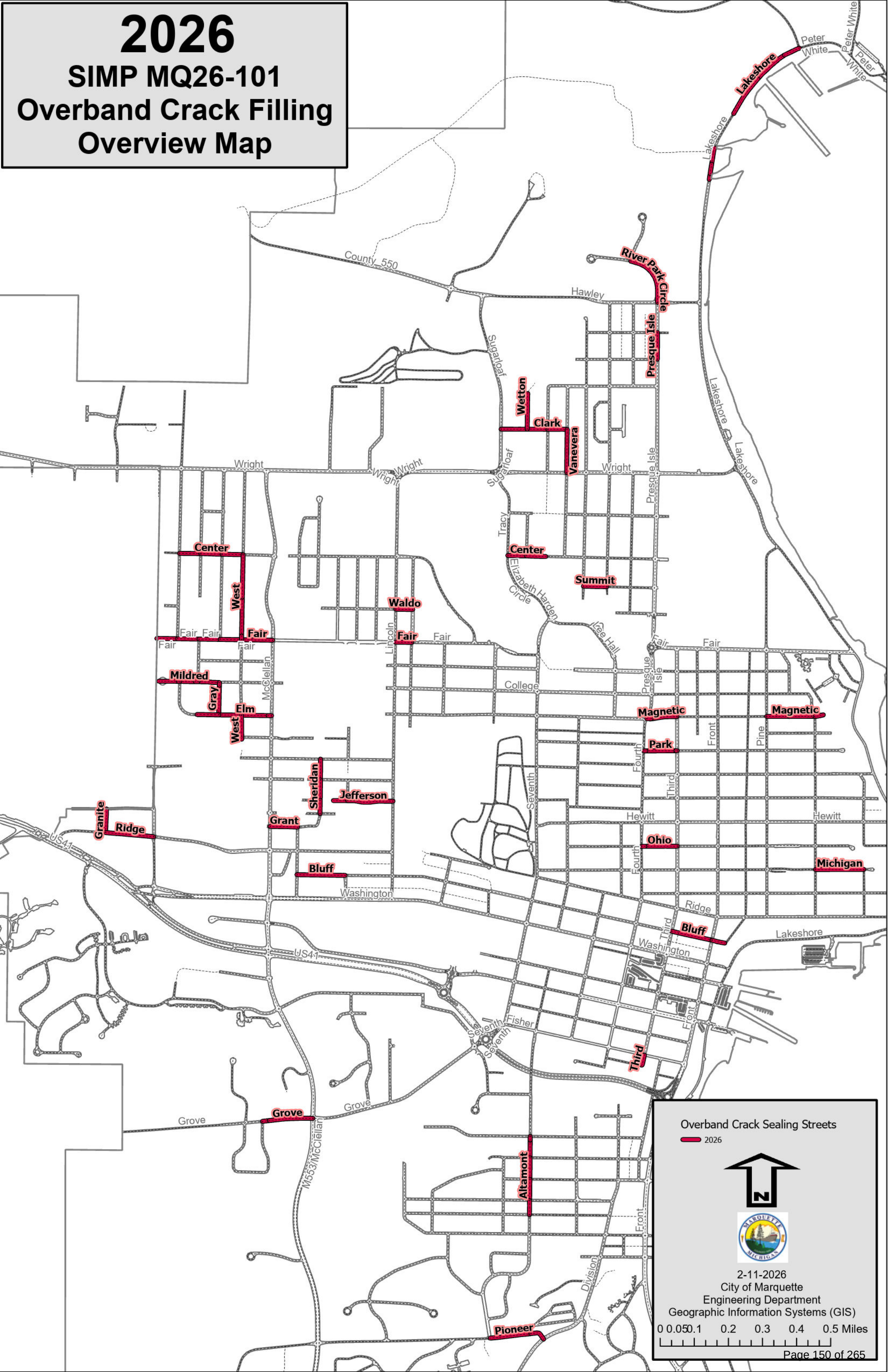
1700 ALTAMONT ST
1730 ALTAMONT ST
1613 ALTAMONT ST
1729 ALTAMONT ST
1760 ALTAMONT ST
1740 HEIKKALA DR
1775 ALTAMONT ST
1780 HEIKKALA DR
1805 ALTAMONT ST
1800 ALTAMONT ST
1810 HEIKKALA DR
1825 ALTAMONT ST
1820 ALTAMONT ST
800 E ORIANNA DR
1818 HEIKKALA DR
1835 ALTAMONT ST
805 E ORIANNA DR
1826 HEIKKALA DR
1830 ALTAMONT ST
1834 HEIKKALA DR
1860 HEIKKALA DR
1700 GRANDVIEW DR
1853 HEIKKALA DR
1865 HEIKKALA DR
1860 ALTAMONT ST
727 PIONEER RD
711 PIONEER RD
701 PIONEER RD
601 PIONEER RD

1700 ALTAMONT
1800 ALTAMONT
1800 HEIKKALA
700 PIONEER
600 PIONEER
700 FREEDOM
700 BEJIG

D2
C2
C4
C6
F2
NO CURB

3'
4'
5'
16'
40 Ft

2026
SIMP MQ26-101
Overband Crack Filling
Overview Map



Consent Agenda - Roll Call Vote

Superior Watershed Partnership Improvement Projects

BACKGROUND:
The City of Marquette budgets $30,000 per year for the Superior Watershed Partnership (SWP) to assist the city with stormwater improvement projects and pursue grant funding that improve water quality, reduce stormwater impacts to public beaches, and increase the resiliency of the Lake Superior shoreline. In addition, these important projects reduce costs related to infrastructure maintenance and damage and provide numerous benefits to the city.

FISCAL EFFECT:
The stormwater fund has sufficient funds in the FY 2026 budget.

RECOMMENDATION:
To approve the expenditure of up to $30,000 to Superior Watershed Partnership to assist the city with stormwater improvement projects and funding.

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:
1. SWP Annual Funding Request

SUPERIOR WATERSHED PARTNERSHIP
LAKE SUPERIOR • LAKE MICHIGAN • LAKE HURON
9 Peter White Drive • Presque Isle Park • Marquette, Michigan 49855
Phone: (906) 228-6095 • Fax: (906) 228-6863 • www.superiorwatersheds.org

April 1, 2026

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

Dear Mr. O'Neill,
The Superior Watershed Partnership (SWP) appreciates the City of Marquette's continued support for SWP programs including the Great Lakes Climate Corps (GLCC) and public initiatives focused on water quality, habitat restoration, climate adaptation, and emergency response. We respectfully request $30,000 in continued support to sustain these efforts.

This funding allows SWP to work closely with City staff to identify and secure grant funding; assist with project planning and implementation; carry out on-the-ground restoration; and engage residents through the Lake Superior Volunteer Corps. These efforts improve water quality, reduce stormwater impacts to public beaches, strengthen shoreline resilience, and help lower long-term infrastructure costs while delivering economic and community benefits. SWP has recently helped secure funding and/or implement several major projects benefiting Marquette, including:

- $323,000 from the National Fish and Wildlife Foundation (NFWF) for green infrastructure and rain gardens along ten miles of Lake Superior shoreline.
- $4.5 million from FEMA and NFWF for the Lakeshore Boulevard Road Relocation and Coastal Resiliency Project.
- $1.6 million from the U.S. Maritime Administration for improvements to Presque Isle Harbor near the LS&I Ore Dock.
- Over $1 million from the Michigan DNR Spark Grant and MEDC Revitalization and Placemaking (RAP) grant for park enhancements, building upgrades, and a regional trailhead.

SWP programs have a strong record of success, including removal of more than 12 tons of marine debris, recycling over 40 tons of electronic waste annually, recycling over 27,000 tires, construction of more than 100 miles of trails and planting of over 90,000 native trees. These accomplishments, combined with expanded emergency response capacity, underscore the growing importance of SWP programs in supporting community resilience.

Annual Request: $30,000 (SWP Technical Staff: $10,000, GLCC/GLTCC: $10,000, Materials & Supplies: $10,000). Thank you for your consideration.

Sincerely,

Carl Lindquist

Carl Lindquist, Executive Director

New Business

Amended Reimbursement Agreement - Vault Brownfield Plan

BACKGROUND:

Due to the changes in the Vault Brownfield Plan and project plan, an amended reimbursement agreement between the Marquette Brownfield Redevelopment Authority (MBRA), Marquette Vault, LLC, 100 South Lakeshore Blvd., LLC and the City of Marquette is needed for reimbursement of Environmental and Non-Environmental Eligible Activity costs and related expenses. The amended agreement outlines the roles and responsibilities for brownfield TIF reimbursement between the MBRA and the entities that conduct Eligible Activities, as well as repayment priority. The Reimbursement Agreement is a required submittal for the MSF Act 381 work plan.

Eligible Activities will be reimbursed in a cascade to the MBRA, City of Marquette, Michigan Department of Environment, Great Lakes, and Energy (EGLE), and the Developers for obligations and expenses as detailed in the agreement and brownfield plan.

This Agreement has been reviewed by the City Attorney and was approved at the April 8 MBRA meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the amended Vault brownfield plan reimbursement agreement, and authorize the Mayor and City Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Amended Reimbursement Agreement - Vault Marquette.040826 FINAL

AMENDED REIMBURSEMENT AGREEMENT

The Reimbursement Agreement made as of October 21, 2021 and amended on May 9, 2022, is hereby amended as of _____, 2026, between Marquette Vault, LLC (the "Vault Developer"), 100 South Lakeshore Blvd, LLC (the “Trestle Developer”), collectively the “Developers”, the City of Marquette Brownfield Redevelopment Authority (the "MBRA"), a Michigan public body corporate and the City of Marquette (the “City), a Michigan municipal corporation.

The purpose of this Amended Reimbursement Agreement is to add 100 South. Lakeshore Blvd, LLC as a party to the Agreement with respect to the development at 119 S. Lakeshore Boulevard, Marquette, with the attendant rights, responsibilities and obligations. This Agreement supersedes the Amended Reimbursement Agreement between the City, MBRA, and Marquette Vault, LLC, dated May 9, 2022.

PREMISES

A. The Vault Developer desires to redevelop the property at 101 S. Front Street for a boutique hotel in a historic building with an estimated investment of $25 million and the Trestle Developer desires to construct a new building at 119 S. Lakeshore Boulevard of an estimated 70,000 square feet with additional hotel rooms and commercial space with an estimated investment of $30 million. The Developers will jointly construct a parking facility of up to 120 spaces with public access in accordance with an Operating Agreement. The two projects represent the Development on the Eligible Property described in Exhibit A.

B. The City of Marquette (the “City”) may implement public infrastructure improvements directly related to the Eligible Property as described in Exhibit B, which have been included in the Brownfield Plan and Act 381 Work and for which the City anticipates reimbursement from Brownfield Tax Increment Revenues.

C. The Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) has awarded a $495,000 grant (the “Grant”) and up to a $1,000,000 loan (the “Loan”) to the MBRA to conduct environmental response activities, lead and asbestos abatement, and demolition; and EGLE and the MBRA have entered into a Brownfield Redevelopment Grant Agreement, attached hereto as Exhibit C and Brownfield Redevelopment Loan Agreement, attached hereto as Exhibit D.

D. The Developers desire to conduct and be reimbursed for Eligible Activities under the approved Brownfield Plan and Act 381 Work Plan, as well as the EGLE Brownfield Grant and Loan.

E. The MBRA may issue bonds for public infrastructure and, if so, anticipates reimbursement from Brownfield Tax Increment Revenues.

F. 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. The MBRA and the City Commission have approved the Brownfield Plan that includes the Development, the Eligible Property, and the Eligible Activities.

G. 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 reimburse the cost of certain Eligible Activities as defined by Sec. 2(o) of Act 381, MCL 125.2652(o) on Eligible Property and as described in the Brownfield Plan, as the same may be amended or supplemented and entered into the

EGLE Grant Agreement attached as Exhibit C and Loan Agreement attached as Exhibit D that include the Developers' Projects, the Eligible Property, and the Eligible Activities.

H. The Developers agreed to conduct certain Eligible Activities as described in Exhibit B ("Eligible Activities"), as the same may be amended or supplemented, attributable to the Eligible Property, consistent with the provisions of the Brownfield Plan, as amended.

I. Pursuant to the Brownfield Plan and the Act 381 Work Plan, the MBRA will capture and retain 100% of the tax increment revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Eligible Property consistent with Act 381, as amended, the Brownfield Plan approved by the MBRA and the City Commission, and the Act 381 Work Plan approved by the MBRA and the Michigan Strategic Fund (MSF) for Non-Environmental Eligible Activities and EGLE for Environmental Eligible Activities (the "Brownfield Tax Increment Revenues"). Upon satisfaction of the conditions expressed in this Agreement, the MBRA will use the Brownfield Tax Increment Revenues to carry out the purposes described in Act 381 and this Agreement and to carry out certain other projects described in the Brownfield Plan.

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

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except as specified otherwise:

(a) "Act 381" means the Brownfield Redevelopment Financing Act, Act 381 of Michigan Public Acts of 1996, as amended, MCL 125.2651 et seq.

(b) "Act 381 Work Plan" means the Work Plan approved by the MBRA and by the MSF and/or EGLE for State tax capture.

(c) "Agreement" means this Reimbursement Agreement entered into between the MBRA, the City and Developers.

(d) "Brownfield Plan" means the Brownfield Plan Amendment, approved by the MBRA on April 8, 2026 and approved by the City Commission on April 13, 2026, and as amended pursuant to Act 381.

(e) "Brownfield Plan Development and Implementation Costs" means the MBRA and City expenses, and liabilities related to the authorization, execution, administration, oversight, and fulfillment of the MBRA obligations under this Agreement, the Brownfield Plan, Act 381 Work Plan, and the Operating Agreement 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, approval and amendments to the agreements, 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 Brownfield 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 this Agreement, or other related agreements and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

(f) "Brownfield Tax Increment Revenues" means 100% of the annual tax increment revenues, as defined by Act 381, authorized by law to be captured from the levies imposed by taxing jurisdictions from all taxable real and personal property located on the Eligible Property during the life of the Brownfield Plan until the Eligible Activity and other obligations are met.

(g) "City" means the City of Marquette.

(h) "City Commission" mean the Marquette City Commission.

(i) "DDA" means the City of Marquette Downtown Development Authority, established by the City Commission.

(j) "Developers" means Marquette Vault, LLC, and its successors and assigns and 100 South Lakeshore Blvd, LLC and its successors and assigns.

(k) "Development" means the renovation of a historic building and additional construction for a hotel and commercial space, along with a parking facility and certain appurtenant properties and improvements as described in Exhibit A.

(l) "EGLE" is the Michigan Department of Environment, Great Lakes and Energy.

(m) "Eligible Activities" are those activities as defined by Sec. 2(o) of Act 381, Public Acts of 1996, as amended, MCL 125.2652(o), and included in the approved Brownfield Plan and applicable Act 381 Work Plan.

(n) "Eligible Activity Obligation" is the cumulative amount of Eligible Activities expenses documented by the Developers, the MBRA and the City and reviewed and approved by the MBRA in accordance with its policies and procedures.

(o) "Eligible Property" is the property as defined by Sec. 2(p) of Act 381, MCL 125.2652(p) as included in the Brownfield Plan upon which the Eligible Activities will be conducted and from which tax increment revenues will be captured to reimburse Eligible Activities and other costs, consistent with the Brownfield Plan and Act 381 as amended.

(p) "Environmental Consultant" means the environmental consulting firm retained or hired by the Developers to fulfill certain obligations under this Agreement, including certain eligible activities set forth in the Brownfield Plan and Act 381 Work Plan, but limited to only those Eligible Activities performed by the Developers' Environmental Consultant, and specifically excludes all other activities performed by other Environmental

Consultants, Contractors, or subcontractors not acting on behalf of Developers performing activities on the Property.

(q) "Event of Default" means the failure by a party to carry out its obligations under this 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) “Grant Agreement” means the Brownfield Redevelopment Grant, a copy of which is attached hereto as Exhibit C.

(s) “Grant and Loan Work Plan” means a work plan which describes the scope of work, cost estimates and schedule for Eligible Activities included in Schedule A to the Grant and Loan Agreements.

(t) “Grant Funds” means $495,000 to be provided pursuant to the Grant Agreement.

(u) "Indemnified Persons" means the City and the MBRA and their members, officers, agents, and employees.

(v) “Interest” means the amount of actual interest of up to 5 percent accrued on unreimbursed Eligible Activities. Interest is reimbursable with Brownfield Tax Increment Revenues. Interest is calculated annually, based on the unreimbursed Eligible Activities approved by the MBRA, and paid after all Eligible Activities are reimbursed, in accordance with Section 2.2.

(w) “Loan Agreement” means the Brownfield Redevelopment Loan, a copy of which is attached hereto as Exhibit D.

(x) “Loan Funds” means up to $1,000,000 to be provided pursuant to the Loan Agreement.

(y) “Maximum Cost of Eligible Activities” means the MBRA’s maximum obligation to pay for the Eligible activities and not to exceed the amounts set forth in the approved Brownfield Plan, as amended or supplemented.

(z) "MBRA" means the City of Marquette Brownfield Redevelopment Authority, established by the City Commission.

(aa) “MSF” means the Michigan Strategic Fund.

(bb) “Operating Agreement” means the agreement between the DDA and the MBRA for public access and operations of the parking facility.

(cc) “Public Improvements” means the City’s site work, utilities construction and equipment benefitting the Eligible Property and adjacent properties for which reimbursement is anticipated from Brownfield Tax Increment Revenues, as described in the Brownfield Plan.

(dd) "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.

(ee) “Trestle Developer” means 100 South Lakeshore Blvd, LLC that will develop the Trestle Hotel at 119 S. Lakeshore Boulevard.

(ff) “Vault Developer” means Marquette Vault, LLC that will develop the Vault Hotel at 101 S. Front Street

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

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, if necessary. In the case Borrowing is anticipated, the MBRA will be asked to pass a resolution pledging tax increment revenue. The City Commission will be asked to pledge Full Faith and Credit. Based on the recommendation of the City’s financial advisor and bond counsel, either the City or the MBRA will issue the Bonds.

Section 2.2 Public Improvement Borrowing

(a) The Public Improvement Borrowing may finance the Public Eligible Activities included in the Brownfield Plan and Act 381 Work Plan and identified in Exhibit B, Eligible Activities.

(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 the 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 Developers intend 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 the 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 City Commission and/or the 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 the 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. The Developers shall construct the Development and the City shall construct the Public Improvements in accordance with proper construction standards and this Agreement. They shall proceed with due care and diligence and commence and complete Eligible Activities, the Development and Public Improvements in accordance with this Agreement, the Brownfield Plan, the Act 381 Work Plan, and the Operating Agreement and in accordance with any applicable law, regulation, code, and ordinance.

Section 2.4 Covenant to Pay Financial Obligations. The Developers will utilize their own funds for the Development and the City will use its own funds for the Public Improvements. The Developers, City, and the MBRA will receive reimbursement from the MBRA to the extent of available Brownfield Tax Increment Revenues are generated by the Development for payment of the Eligible Activities in accordance with the terms of this Agreement, the Brownfield Plan, Act 381 and Operating Agreement. Reimbursement for Eligible Activities shall be prioritized as follows:

(a) First, fifty percent (50%) of the State Education Tax will be retained for deposit in the State Brownfield Redevelopment Fund.

(b) Second, Brownfield Tax Increment Revenues, as necessary, will reimburse the City and the MBRA for the annual obligation of the Borrowing for the Public Improvements pursuant to Exhibit B on a pro rata share for each project component.

(c) Third, to repay the annual obligation for the EGLE Brownfield Loan in Years 6 – 15 on a pro rata share for each project component, in accordance with the amortization table provided by EGLE at project closeout.

(d) Fourth, to reimburse the MBRA for pre-development Eligible Activity expenses for Brownfield Plan Development and Implementation expenses from the Local Brownfield Revolving Fund (LBRF) over a period of five (5) years on a pro rata share for each project component.

(e) Fifth, local tax capture revenues will be applied to the administrative and operating costs and Transaction Costs of the MBRA on a pro rata share for each project component, which, cumulatively, shall not exceed $40,000.00 in any year, subject to the total annual cap in Section 13b(7)(c) of Act 381. If insufficient revenue to cover bond and EGLE loan obligations occur in any year, the MBRA will reduce its capture for administrative and operating costs accordingly. The MBRA shall not be required by this Agreement to reduce capture for administrative and operation costs to less than $20,000. The MBRA may reduce the capture for administrative and operating costs below $20,000, at the sole discretion of the MBRA. Any shortfall under this provision may be reimbursed from

Brownfield Tax Increment Revenues in subsequent years, at the sole discretion of the MBRA.

(f) Sixth, Brownfield Tax Increment Revenues will be used for Brownfield Plan Implementation costs on a pro rata share for each project component, up to a total of $90,000 over the term of the Brownfield Plan.

(g) Seventh, the balance of annual Brownfield Tax Increment Revenues will be used to reimburse the Developers, the MBRA and/or the City in a pro rata share for approved Eligible Activities expenses pursuant to Section 5.1, the Brownfield Plan, Act 381 Work Plan, and Exhibit A. Prior to the construction commencement of the Vault, Brownfield Tax Increment Revenues under the Vault Marquette Brownfield Plan Amendment will reimburse the Trestle Developer their Eligible Activities, after which Brownfield Tax Increment Revenues from each project will reimburse their respective Eligible Activities until the Eligible Activity obligation is met. If the Eligible Activity Obligation is met on one project component, Brownfield Tax Increment Revenues from that project component may be used to reimburse Eligible Activities on the other project component.

If the Developers' Projects do not result in sufficient revenues to repay Eligible Activity obligations for their respective projects, the Developers and the City agree and understand that Developers and the City will have no claim or further recourse of any kind or nature against the MBRA except from available captured tax revenues.

Section 2.5 Covenant to Secure EGLE Brownfield Grant and Loan.

The Developers shall comply with all terms and conditions of the Grant and Loan Agreements.

If there are not sufficient Brownfield Tax Increment Revenues to repay the Brownfield Redevelopment Loan annual payment, the Developers agree to pay for the difference. Such payment may be reimbursed from future Brownfield Tax Increment Revenues, if available. Jonathan Julien and Jennifer Julien (the "Guarantors") agree to jointly and severally personally guarantee Developers' obligations under the Grant and Loan Contracts not met by Brownfield Tax Increment Revenues.

If construction does not proceed and an occupancy permit cannot be secured within five years of the date of the first EGLE Loan Draw, the Developers shall be obligated to repay the full amount of Grant Funds and Loan Funds expended for Eligible Activities, if required by EGLE.

Section 2.6 Brownfield Tax Increment Revenue Reimbursement Conditions: It is expressly understood and agreed that the reimbursement of the MBRA is subject to the following conditions:

(a) Approval of the Brownfield Plan Amendment by the MBRA and the City Commission and, as necessary, the Act 381 Work Plan approval by MSF for Non-Environmental Eligible Activities and EGLE for Environmental Eligible Activities.

(b) For any Eligible Activities not approved for State tax capture, reimbursement to the Developers for those Eligible Activities will be limited to the proportionate ratio of Local to State capture, which is 53.5%.

(c) The Developers shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement or other agreement with the MBRA, and all preconditions to the performance of the Developers have been satisfied.

(d) The MBRA shall only be obligated to reimburse Eligible Activity Obligation that has been reviewed and approved by the MBRA. Approval of the application and subsequent approvals of Brownfield Plans, Act 381 Work Plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures through Tax Increment Revenues prior to review or approval of invoices. Expenditures must be documented to be reasonable for Eligible Activities by submission of invoices, proof of payment, and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement, as well as the written policies and procedures of the MBRA for review and approval of invoices. All invoices for any Eligible Activities on the property must be submitted to the MBRA for its review within 180 days from the date of the invoice. While the MBRA may waive this requirement in its discretion for good cause shown, the MBRA shall be under no obligation to reimburse any invoice for an eligible activity that is not submitted in a timely fashion.

(e) The Developers have adhered to the Brownfield Plan, as amended and Act 381 Work Plan.

(f) There are adequate Brownfield Tax Increment Revenues.

(g) The Developers shall provide sworn written waivers of liens by consultants, contractors, and subcontractors providing services for their respective Eligible Activities as described in this Agreement.

(h) The Developers have paid their respective real and personal property taxes levied on any portion of the Development for which the Developers are 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.

(i) To the extent captured revenues are available, the MBRA shall pay the Developers and the City annual simple interest on Eligible Activity expenses consistent with the Project Budget as follows:

(1) Actual Interest up to the maximum 5 percent shall be paid for the Developers' and City's Eligible Activity expenses that have been incurred, invoiced, and approved by the MBRA.

(2) Interest shall be accrued on the outstanding balance on Eligible Activity expenses after all of the following:
(i) Invoices for Eligible Activities and expenses are approved by the MBRA Board as provided herein;

(ii) Substantial completion of the Eligible Activity described in an approved Project Budget under Section 5.1(a); and
(iii) A Certificate of Occupancy has been secured for buildings and final approval for Public Improvements from the appropriate authority.

Section 2.7 Grant and Loan Reimbursement Conditions: Upon the Developers' satisfactory completion of their respective Eligible Activities described in Exhibit B, as amended or supplemented, pursuant to this Agreement and the Grant and Loan Agreements, and approved by EGLE, the MBRA shall reimburse the Developers subject to and in accordance with the terms set forth in this Agreement. The MBRA will contract with a qualified consultant to assist the MBRA and Developers in contractor procurement, reporting and meeting Grant and Loan Agreement obligations. The Developers shall contract with a qualified environmental consultant to have responsibility for all environmental response and demolition activities. The Developers shall have sole responsibility to pay the Developer's Contractors for completion of such Eligible Activities and provide proof of payment. If the Developers incur any expenses or costs for any activities other than their respective Eligible Activities or if the costs exceed the maximum cost of Grant and Loan Eligible Activities as set forth in the Grant and Loan Agreements, or approval of EGLE or the MBRA, the Developers shall bear such excess costs without any obligation on the part of the MBRA. If the costs of Eligible Activities set forth in Exhibit B, as amended or supplemented, are less than such maximum cost, then the Developers shall have no further right of reimbursement beyond its actual costs.

The following is the process by which the MBRA will reimburse Grant and Loan Eligible Activity expenses to the Developers:

(a) The MBRA Consultant shall work with the Developers and their environmental consultant to prepare and submit Grant and Loan Work Plans.

(b) EGLE will review the Grant and Loan Work Plan and approve the Grant and Loan Work Plan or request revisions, which will be made by the MBRA Consultant and resubmitted to EGLE for approval.

(c) Following EGLE approval of the Grant and Loan Work Plan, the Developers will proceed with their respective Eligible Activities. For contracts over $20,000, except for professional services, the MBRA Consultant will assist the Developers and their environmental consultant in contractor procurement to comply with the requirements of the Grant and Loan Contracts for bid solicitation.

(d) The Developers will submit documentation to the MBRA of Grant and Loan Eligible Activity expenses, including approved invoices or contractor schedules of value and documentation of payment, including cancelled checks or electronic funds transfer (EFT) statements.

(e) Immediately upon receipt of the same by the MBRA, the MBRA shall forward the documentation to the EGLE Grant Coordinator for review and preliminary approval.

(f) EGLE will review and provide preliminary approval or request additional information as may be required under the terms of the Grant and Loan Agreements, which will be provided by the Developers, as necessary.

(g) Upon EGLE preliminary approval, the MBRA Consultant, the Developers and EGLE will cooperate in the preparation of any additional documentation as may be required under the terms of the Grant and Loan Agreements for EGLE final approval of Grant and Loan payment.

(h) Upon EGLE final approval, Grant Funds and Loan Funds will be transferred by EFT to the MBRA.

(i) Within 15 business days of receipt of Grant Funds and the Loan Funds by the MBRA from EGLE, the MBRA will provide the Grant Funds and the Loan Funds to the Developers either by check or EFT transfer, as agreed to by the Developers and the MBRA.

(j) Upon completion of Grant and Loan Eligible Activities, but no later than 60 days after the end date of the Grant and Loan Agreements, the MBRA Consultant shall provide a final report in the format prescribed in the Grant and Loan Agreements.

It is anticipated that there will be sufficient Grant Funds and Loan Funds to meet the obligations under this Agreement. However, if for any reason the Grant and the Loan do not provide sufficient funds to satisfy such obligations, the Developers agree and understand that they will have no claim or further recourse of any kind or nature against the MBRA or City, and if for any reason the Grant Funds and the Loan Funds are insufficient or there are none, then Developers assume full responsibility for any such loss or cost. The parties acknowledge and agree that nothing in the preceding shall limit or restrict the Developers' ability to request an amendment to the Grant and Loan Agreements, subject to the MBRA's review process and full discretion to approve, modify or deny any proposed amendment.

Brownfield Redevelopment Loan funds will only be released by the MBRA to the Developers when Tax Increment Revenue and other needed revenue, in the MBRA's sole judgment, are deemed sufficient based on actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources not including general tax revenues, to meet the repayment obligations of the EGLE Brownfield Loan.

Section 2.8 Indemnification of Indemnified Persons.

(a) The Developers shall not be considered agents or employees of the MBRA or the City under any circumstances. Nor shall any agent or employee of the Developers be considered an agent or employee of the MBRA or the City. The Developers shall remain responsible for any claims arising out of Developers' acts or omissions during the performance of this Agreement, as provided by law. Additionally, the Developers, City, and MBRA shall not be considered to be engaged in a joint venture or partnership.

(b) The Developers shall indemnify, defend, and hold the Indemnified Persons harmless from any loss, expense (including actual attorney 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 Developers' Projects 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 Developers and the Developers shall defend such Indemnified Person with counsel selected by the Developers, so long as counsel is reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Developers and the Developers shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the Developers 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 Developers shall not be liable for payment or settlement of any such claim or proceeding made without its consent.

(c) The Developers 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 this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any Indemnified Person.

(d) The Developers also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including actual attorney fees, incurred in enforcing any obligation of the Developers under this Agreement or any related agreement.

(e) The Developers shall use reasonable best efforts to assure that, to the extent an Environmental Consultant provides services toward completion of Eligible Activities, at a minimum, the Environment Consultant shall indemnify, defend, and hold Indemnified Persons harmless from any loss, expense (including actual attorney 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 actions or services of the Environmental Consultant.

(f) Notwithstanding any other provision of this Agreement, the Developers shall obtain their Environmental Consultant's and other Contractor's written agreements to defend, indemnify and hold harmless the Indemnified Persons and their Board members, officers, agents and employees against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment, to the same extent as the Developers' indemnification provisions under this Section. This indemnity shall only apply to the Environmental Consultant or Contractor's actions, and the Environmental Consultant or Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons, for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other environmental consultants or contractors on or attributable to the Eligible Property.

(g) The indemnity provisions shall survive the term of this Agreement.

Section 2.9 The Developers' and City's Repayment Obligation. In the event any monies received by the Developers or City under this Agreement are determined to be outside the scope of Eligible Activities for the Development or not approved in accordance with this Agreement by a third-party auditor of the City or State, or applicable court, the Developers or City shall not use and shall return such monies to the MBRA. If the monies have been already utilized for such improper purpose, the Developers or City shall repay such monies to the MBRA or agree to reductions in subsequent reimbursements equal to the disavowed amount. In addition to any other remedies, the MBRA shall have the right of set-off for return or repayment of such monies against its obligations under this Agreement.

Section 2.10 Deduction from Developers' or City's Right to Reimbursement. The Developers and City grants the MBRA the right to deduct or set off from any reimbursement obligation to the Developers and City the costs incurred by the MBRA in the successful enforcement of the terms of this Agreement or other claims in the event of a default of this Agreement by the Developer.

Section 2.11 Eligible Property Access. The Developers shall grant to the MBRA, or its designated agents, access to the Eligible Property to exercise the MBRA's right to administer or oversee Eligible Activities related to the purposes and pursuant to the terms of this Agreement. The MBRA shall give 24-hours written notice of its intent to access the Site whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the MBRA shall give notice as is reasonable and practicable under the circumstances.

Section 2.12 Separate Covenants and Obligations. Except as expressly provided in Section 2.3, the Developers' covenants and obligations are separate covenants solely running to and enforceable by the MBRA as provided by law, and to no other party, person, or entity. Unless otherwise expressly provided in this Agreement, a breach or default by the Developers of its obligations to the MBRA shall not constitute a breach or default of this 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 DEVELOPERS

Section 3.1 Conditions Precedent to Developers' Obligations to Acquire and Construct the Developers' Projects. Any obligation of Developers to acquire and construct the Developers' Projects, as contemplated herein, are subject to the following conditions precedent which must be satisfied by the MBRA, as required herein, or waived by the Developers, except as specifically provided herein:

(a) No condition, event, action, suit, proceeding or investigation is occurring or threatened to occur, or shall be pending before any court, public board or body to which the Developer, City, or the MBRA is a party, or threatened against the Developer, City, or the MBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or Act 381 Work 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 Brownfield Tax Increment Revenues to repay its obligations under this Agreement.

(2) A material adverse effect on the Developers' or the MBRA's ability to comply with the obligations and terms of this Agreement of the Brownfield Plan.

(b) There shall have been no Event of Default by the MBRA or the City and no action or inaction by the MBRA or the City which eventually with the passage of time could become an Event of Default.

(c) The MBRA shall have performed all the terms and conditions to be performed by the MBRA pursuant to this Agreement.

(d) Brownfield 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 obligations for Eligible Activities of the Developers, the City and/or the MBRA included in the Brownfield Plan.

(e) Approval of the Brownfield Plan, and as necessary, approval of an Act 381 Work Plan by MSF for Non-Environmental Eligible Activities and EGLE for Environmental Eligible Activities.

(f) The Developers have received the consent of any affected utility for relocation, burial, or other activity necessary to construct the Development.

(g) There has been no change in statutes or other law that would negatively impact any party's ability to meet (a)-(f) above.

ARTICLE 4
COVENANTS OF THE MBRA

Section 4.1 Adoption of Brownfield Plan and Act 381 Work Plan and Approval of the Brownfield Redevelopment Grant and Loan. The MBRA and City Commission have approved the Brownfield Plan which provides for the payment of MBRA Administrative and Operating Costs, the preparation, approval and implementation of the Brownfield Plan and Act 381 Work Plan, and reimbursement for the Developer, the City and the MBRA for the Eligible Activities expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, the Brownfield Plan, Act 381 Work Plan and Operating Agreement, and the Grant and Loan Agreements as approved by the MBRA pursuant to its policies and procedures.

Section 4.2 Completion of Eligible Activities. Upon the satisfactory completion of any Eligible Activities by the Developer, City, and/or the MBRA as described in the Brownfield Plan, the Act 381 Work Plan and Grant and Loan Agreements, as amended or supplemented, pursuant to this Agreement, and approved by EGLE and/or MSF and where applicable approved by the MBRA, the MBRA shall, to the extent Brownfield Tax Increment Revenues are

available and Grant and Loan funds are authorized, reimburse the Developers, the City, and the MBRA in accordance with the terms set forth in this Agreement. The Developers and the City shall have sole responsibility to pay the Environmental Consultant or other contractors or subcontractors for completion of such Eligible Activities and provide written waiver of any liens. If the Developers or the City incur any expenses or costs for any activities other than the Eligible Activities or the Eligible Activity costs exceed the Maximum Costs of Eligible Activities as set forth in Brownfield Plan or the Grant and Loan Agreements, as amended or supplemented, the Developers or the 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 or the Grant and Loan Agreements, as amended or supplemented, are less than Maximum Costs of Eligible Activities, then the Developers and the City shall have no further right of reimbursement beyond its actual costs.

Section 4.3 MBRA or Contract Manager Oversight. The MBRA may retain the services of a qualified contract manager to exercise oversight of the Developers and City and their environmental consultant, contractors, or subcontractors, for the purposes of assuring that the activities, invoices, and accounting by the Developers and City are fair, reasonable, and constitute Eligible Activities within the meaning and scope of this Agreement, the Brownfield Plan, the Act 381 Work Plan, Operating Agreement, Act 381, and the Grant and Loan Agreements. The Developers and the City shall provide the MBRA and its Contract Manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that the MBRA has no right to control or to exercise any control over the actual services or performance by the Developers or the City of the Eligible Activities, except as to assurance that the Developers and the City have met the conditions and requirements of this Agreement.

Section 4.4 Limitation of Obligations and Liabilities to Third Persons or Parties. The MBRA and City shall have no liability to the Developers under this Agreement except to reimburse the Developers for the Eligible Activities in accordance with the Brownfield Plan and Act 381 Work Plan that have been approved by EGLE, MSF and the MBRA as provided by law and under the terms of this Agreement. No other obligation or liability of the MBRA or the City to the Developers or any third person or party is created by this Agreement, except as stated herein.

ARTICLE 5
CONDITIONS PRECEDENT TO MBRA OBLIGATIONS

Section 5.1 Conditions Precedent to MBRA's Reimbursement Obligation for Eligible Activities. The obligations of the MBRA for reimbursements of costs to the Developers or City for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the Developers or City as required herein, except as expressly provided in this 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 Developers or City by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan, Act 381 Work Plan, and/or the Grant and Loan Agreements, 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 this Agreement. However, so long as an Eligible Activity by the Developers or City has been approved and is authorized by Act 381 and/or the Grant and Loan Agreements and has been completed and approved in accordance with the following procedure and this Agreement and to the extent Brownfield Tax Increment Revenues or Grant and Loan Funds are available, the Developers and the City shall be entitled to reimbursement for its Eligible Activities expenses. The approval of the Brownfield Plan, Act 381 Work Plan, Grant and Loan Agreements is not a guarantee that there will be sufficient Brownfield Tax Increment Revenues or Grant and Loan Funds to reimburse the Eligible Activities, and if for any reason, the revenues are insufficient or there are none, the Developers or the City assumes full responsibility for any such loss or cost of any Eligible Activity conducted.

(a) The Developers and City shall submit invoices of their Eligible Activities expenses and a written statement demonstrating a factual basis that it has completed the Eligible Activities to the MBRA Director for preliminary review and approval within 180 days of completion of the Eligible Activity in a form as required by the MBRA. Documentation of the costs incurred shall be provided including proof of payment, lien waivers, and detailed invoices for the costs incurred in sufficient detail to determine whether the costs incurred were for Eligible Activities. The MBRA shall not be required to reimburse any request that is not submitted within 180 days after the expense is incurred.

(b) Within 60 days after submitting an invoice or invoices under (b) above, the MBRA Director or contract manager shall review and approve or reject the reasonableness of the invoice(s) and activity as ineligible and, if recommended, shall present the invoice(s) to the MBRA for approval. In the event of an objection, the MBRA Director or contract manager will notify the Developers or City within the 60-day time period, and the Developers or City shall meet to resolve or cure the objection. If the objection is not resolved or cured within 45 days, there is no obligation to pay the portion of the invoice(s) objected to until the parties have mutually agreed in writing through an alternative dispute mediation or there is a final judgment or order of a court of competent jurisdiction directing payment. It is expressly agreed that the MBRA does not make or give any assurance of payment to the Developers 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 the reasonableness of services performed by any consultant or contractor under this Agreement.

(c) Payment for approved invoices from Brownfield Tax Increment Revenues from the Development will be made by November 15 each year.

(d) No condition, event, action, suit, proceeding or investigation is occurring or threatened to occur, or shall be pending before any court, public board or body to which the Developer, City, or MBRA is a party, or threatened against the Developer, City, or MBRA contesting the validity or binding effect of this 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 Brownfield Tax Increment Revenues to repay its obligations under this Agreement.

(2) A material adverse effect on the Developers' or MBRA's ability to comply with the obligations and terms of this Agreement, the Brownfield Plan, or the Act 381 Work Plan.

(3) There shall have been no Event of Default by the MBRA and no action or inaction by the MBRA which eventually with the passage of time could become an Event of Default.

(e) The Developers, City and MBRA shall have performed all of the terms and conditions to be performed by them pursuant to this Agreement.

(f) Brownfield Tax Increment Revenue and other needed revenue are assured, in the MBRA's sole reasonable judgment for actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the obligations for Eligible Activities of the City and/or MBRA included in the Brownfield Plan and Act 381 Work Plan.

(g) Approval of the Brownfield Plan, and as necessary the Act 381 Work Plan by MSF for Non-Environmental Eligible Activities and EGLE for Non-Environmental Eligible Activities.

(h) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land use and the Development have been secured.

(i) There has been no change in statutes or other law that would have one or more of the effects described in (e) above.

(j) The Developers or City have received the consent of any affected utility for relocation, burial, or other activity necessary to construct the Development.

(k) The Developers or City shall have performed all of the terms and conditions to be performed by the Developers or City.

(l) During the term reimbursement, the Developers shall provide to the MBRA an annual report of investment made, number of residential units, the amount, by square foot of new or rehabilitated residential, retail, commercial, or industrial space, and the number of new jobs created. Report shall be delivered to the MBRA Director no later than July 15 of each year.

ARTICLE 6.

DEVELOPERS' ENVIRONMENTAL CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR RESPONSIBILITIES

Section 6.1 Eligible Activities and Due Care Obligation. The Developers will contract with a competent and qualified Environmental Consultant ("Consultant" or "Environmental Consultant") or other competent and qualified contractors or subcontractors ("Contractors") as necessary to conduct and complete certain Eligible Activities set forth in this Agreement and as set forth in the Brownfield Plan and Act 381 Work Plan, as amended or supplemented, but limited to only those Eligible Activities performed by Developers' Environmental Consultant or Contractors and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities retained by the City, MBRA or another third party.

Section 6.2 Permits. The Environmental Consultant or Contractors shall examine all permits and licenses pertaining to certain Eligible Activities on the Property to determine whether all permits and licenses required to be issued by any governmental authority on account of certain Eligible Activities on the Property for the Development have been obtained or issued and are in full force and effect, and whether the Eligible Activities are in compliance with the terms and conditions of such permits and licenses, but is limited to only those Eligible Activities performed by Developers' Environmental Consultant or Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities on the site.

Section 6.3 ASTM and Industry Standards. The Environmental Consultant or Contractors shall perform all services and Eligible Activities under this Agreement in accordance with any applicable ASTM or other industry standards.

Section 6.4 Other Services Performed for Developers or City. The parties expressly understand that the MBRA is not responsible for payment or reimbursement of any services or expenses incurred by the Consultant, Contractors, Developers and/or the City that are not within the scope of or in accordance with all of the terms, conditions and provisions of this Agreement. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

Section 6.5 Regulatory Liaison and Data and Reports. If applicable, the Developers' or City's Environmental Consultant will provide communication services and attend meetings with EGLE relating to those Eligible Activities performed by Developers' or City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing activities. Consultant or Contractors shall:

(a) Submit reports and test results first to the Developers or City and shall submit documents to the MBRA Director within 5 business days thereafter.

(b) Make known the provisions of this subparagraph to all contractors and subcontractors, who shall be bound by the confidentiality provisions of this Agreement.

(c) Submit any such written reports marked "DRAFT FOR DISCUSSION PURPOSES ONLY." To the extent the MBRA or its designated agent reviews or receives a document marked "confidential," it shall be kept confidential except as prohibited by the Freedom of Information Act or other law or regulation.

(d) Disclose on request to the MBRA Director all data, reports and test results generated by the Consultant within the scope of this Agreement.

Section 6.6 Other Agreements. The Developers covenant that they will obtain a warranty from the Consultant and Contractors that it is not a party to any other existing or previous agreement which would adversely affect the Consultant's or the Contractor's ability to perform the services with respect to the Eligible Activities.

Section 6.7 Contractors. If the Developers hire any Environmental Consultant or Contractor, or retains any person, firm or corporation to perform services related to Eligible Activities under this Agreement, the Developers shall first secure the written acknowledgment from such party that such party is not and shall not be or act as an agent or employee of the MBRA nor assume or create any duty, commitment or obligation on behalf of nor bind the MBRA in any respect whatsoever. A copy of such written acknowledgment shall be provided to the MBRA.

Section 6.8 Non-Discrimination Clause. Neither the Developers, Consultant, nor any Contractors shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 6.9 Independent Contractor. The Consultant and any Contractors shall perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee, or legal representative of the MBRA or City. The MBRA, City, Developers and the Consultant and any Contractor shall each have and maintain complete control over all its employees, agents, and operators. Facts or knowledge of which the Consultant or Contractor becomes aware shall not be imputed to the MBRA or City without communication to and receipt by managerial officials or employees of the MBRA or City. The Consultant or any Contractor has no authority to assume or create and will not assume or create any commitment or obligation on behalf of the MBRA or City in any respect whatsoever. Further, the Consultant or any Contractor shall exercise its independent judgment for the services provided in this Agreement.

Section 6.10 Disposal of Hazardous Waste. In the event that samples or other materials contain substances classified as "hazardous waste" under state or federal law ("Hazardous Waste"), the Developers or their agent shall, under a manifest signed by the Developers, their agent, or a third party as the generator, have such samples transported for final disposal to a

facility licensed to accept Hazardous Waste. It is expressly understood that the MBRA does not have any oversight or other control or authority over disposal of Hazardous Waste under the terms of this paragraph.

Section 6.11 Compliance with Laws. While on the Property, the Developers, the City and their respective Consultant, and any Contractor shall impose work orders on its employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters, but limited to only those Eligible Activities performed by Developers' or City's Environmental Consultant or Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractor performing activities.

Section 6.12 Environmental Consultant or Contractor Insurance. The Developers shall assure that the Consultant and any Contractors performing any part of the Eligible Activities covered by this Agreement shall obtain and maintain the policies of insurance in the types and amounts provided in Section 8.1

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of the MBRA. The MBRA represents and warrants to the Developers and the City that:

(a) The MBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to enter into and perform this Agreement.

(b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the MBRA, and this 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 this 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 7.2 Representations and Warranties of the City. The City represents and warrants to the Developers and the MBRA that:

(a) The City is a Michigan municipal corporation with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.

(b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the City, and this Agreement constitutes a valid and binding agreement of the City 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 this 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 City is a party or by which the City is bound.

Section 7.3 Representations and Warranties of the Developers. The Developers represent and warrant to the MBRA and the City that:

(a) The Developers (i) are duly organized and validly existing as a Michigan limited liability companies 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) are duly qualified to do business in the State of Michigan, and (iii) have the power and authority to consummate the transactions contemplated under this Agreement by the Developers.

(b) There is no violation or default by the Developers of any provision of their 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 this 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, this Agreement.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Developers and this Agreement constitutes a valid and binding agreement of the Developers 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 this Agreement, the Developers and their contractors or subcontractors shall not use the Development 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 Developers warrants that they will comply with all obligations, covenants and conditions required of it or its agents or contractors under the terms of this Agreement.

ARTICLE 8
INSURANCE

Section 8.1 Insurance. The Developers 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 Developers 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 8.2 Cancellation Notice. The Developers understand and agree that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change to any insurance policy specified above shall be sent to the MBRA.

Section 8.3 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 Developers and their Environmental Consultant, contractors, and subcontractors, and each shall have an endorsement including the City of Marquette and the City of Marquette Brownfield Redevelopment Authority as additional insured.

Section 8.4 Proof of Insurance. The Developers or any contractor or subcontractor shall make available copies of certificates of insurance for each of the policies mentioned above to the MBRA upon request. If so requested, certified copies of all policies will be furnished.

ARTICLE 9

REMEDIES AND TERMINATION

Section 9.1 Alternative Dispute Mediation. If a dispute arises between the parties to this Agreement, the parties shall 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 fourteen (14) days after the claim arises, which may be extended with the mutual agreement of all parties.

(b) In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within the required time 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.

(d) During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this mediation process shall be tolled.

Section 9.2 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 45 days to remedy the default.

Section 9.3 Remedies upon Default. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to terminate this 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 10
MISCELLANEOUS

Section 10.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of the MBRA's obligations under this Agreement, or pursuant to the terms of the Brownfield Plan or Act 381 Work Plan and Act 381.

Section 10.2 Sale or Transfer of Eligible Property or Site within the Plan: The Developers waive the right to reimbursement for outstanding Eligible Activity expense obligations, or any other reimbursement obligation of the MBRA, to be paid through Brownfield Tax Increment

Revenue captured from the portion of the Eligible Property that is sold, conveyed, transferred, or assigned unless the Developers comply with the following:

(a) The Developers provide the prospective transferee with written notice of the Brownfield Plan, the nature and extent of Eligible Activities performed by the Developers pursuant to the Plan, and the extent of any outstanding obligation for reimbursement for Eligible Activity expenses from taxes to be captured from the property.

(b) The Developers and the transferee enter into an allocation agreement covering how the Brownfield Tax Increment Revenues collected on the property shall be distributed between the Developers and the prospective purchaser or transferee for any outstanding obligations or future obligations for Eligible Activities on the property.

(c) The Developers provide the MBRA with copies of the written notice and the allocation agreement between the Developers and the transferee of the property prior to transfer of the property, and the MBRA approves the agreement, which shall not be unreasonably denied.

Section 10.3 Assignment of this Agreement. No party to this Agreement may transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of all other parties hereto, which consent will not be unreasonably withheld. This provision does not limit the transfer of membership interest within Marquette Vault, LLC.

Section 10.4 Notices. All notices, certificates or communications required by this 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 the MBRA: Sheri Davie, Executive Director
Marquette Brownfield Redevelopment Authority
1100 Wright Street
Marquette, Michigan 49855

If to the City: Karen Kovacs, City Manager
City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855

If to the Vault Developer: Jon Julien
Marquette Vault, LLC
47711 Gundlach Road
Houghton, Michigan 49931

If to the Trestle Developer: Jennifer Julien
100 South Lakeshore Blvd, LLC

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

Section 10.5 Amendment and Waiver. No amendment or modification to or of this 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 this 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 10.6 Entire Agreement. This 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 this Agreement.

Section 10.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 10.8 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 10.9 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 10.10 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Developers' Projects, 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 this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to the Project to secure the Developers' financing from such lenders. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of their respective obligations hereunder and to assure that all conditions precedent to and the completion of the Developers' Projects are timely satisfied.

Section 10.11 Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 10.12 Brokerage Fees. The MBRA and Developers represent and warrant to the others that no broker or finder has been engaged in connection with this Agreement. The MBRA, without waiving any governmental immunity and to the extent allowed by law, and Developers shall indemnify each other and hold each other harmless from and of any and all liability (including reasonable attorneys' fees and costs) for brokerage commissions or finders' fees in connection with this Agreement to the extent such liability or claim is based on any arrangement or agreement made or claimed to have been made by or on behalf of the indemnifying party.

Section 10.13 Condominium Documents. The Developers agrees to put notice of this Agreement in any condominium Master Deed if a condominium project is developed on this land.

The MBRA, the City, the Developers and the Guarantors have caused this Agreement to be duly executed and delivered as of the date first written above.

MARQUETTE VAULT, LLC

_____
By: Jonathon Julien
Its: Managing Director

_____
Jonathan Julien, Guarantor

__
_____
Jennifer Julien, Guarantor

100 SOUTH LAKESHORE, LLC

_____
By: Jennifer Julien
Its: Managing Director

_____
Jonathan Julien, Guarantor

_____
Jennifer Julien, Guarantor

Approved as to Content:

CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

By: Sheri Davie
Its: Executive Director

By: Callie New
Its: Chair

Approved as to Content:

CITY OF MARQUETTE

By: Karen M. Kovacs
Its: Manager

By: Paul Schloegel
Its: Mayor

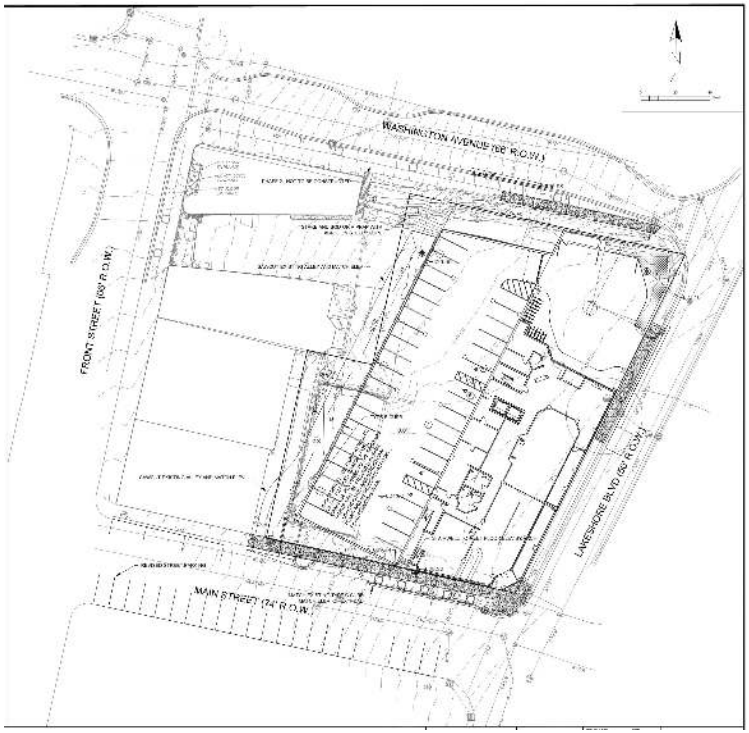
Approved as to Form:

By: Suzanne C. Larsen
Its: Attorney

By: Kyle Whitney
Its: Clerk

EXHIBIT A: DEVELOPMENT

TRESTLE HOTEL





VAULT HOTEL

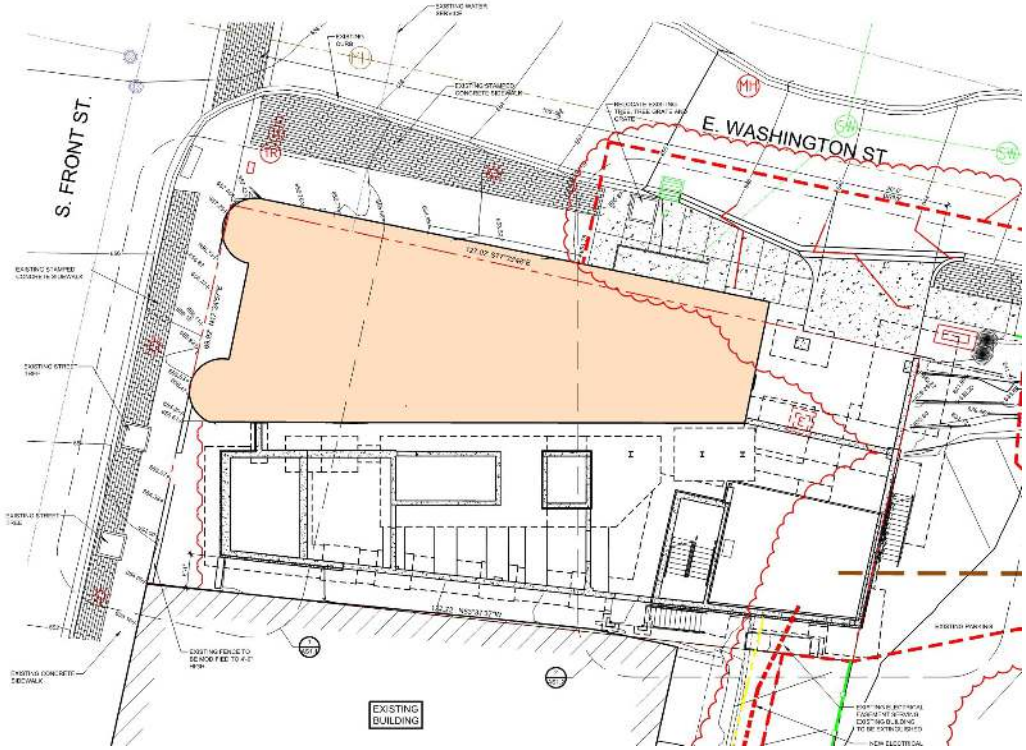




EXHIBIT B: ELIGIBLE ACTIVITIES

Table 1.1 EGLE Eligible Activities Costs and Schedule Vault Marquette City of Marquette Brownfield Redevelopment Authority	
EGLE Eligible Activities	**Amended Brownfield Plan Budget**
Department Specific Activities	
BEA Actiivities	
Phase I ESA	$4,000
Phase II ESA	$20,000
Baseline Environmental Assessment	$3,000
Subtotal	$27,000
Due Care Activities	
Due Care Investigation	$0
Section 7A Compliance Analysis	$0
Due Care Measures	$0
Soil Removal, Transport and Disposal	$550,000
Vapor Mitigation	$100,000
Dewatering Effluent Disposal	$100,000
Subtotal	$750,000
EGLE Eligible Activities Subtotal	$777,000
Contingency (15%)	$116,550
EGLE Eligible Activities Subtotal	**$893,550**
Interest (1.5% for 10 Years) - EGLE Loan	**$69,250**
EGLE Eligible Activities Total Costs	**$962,800**
Brownfield Plan/Act 381 Work Plan Preparation	**$20,000**
Brownfield Plan/Act 381 Work Plan Implementation	**$10,000**
EGLE Eligible Activities Total Costs	**$992,800**

Table 1.2 MSF Eligible Activities Costs and Schedule Vault Marquette City of Marquette Brownfield Redevelopment Authority			
MSF Eligible Activities	**Amended Brownfield Plan Budget - SSB**	**Amended Brownfield Plan Budget - Trestle**	**Amended Brownfield Plan Budget**
Demolition			
Site Demolition	$5,600	$19,700	$25,300
Subtotal	$751,235	$19,700	$770,935
Private Infrastructure Improvements			
Vertical, underground, or integrated parking	$982,500	$2,947,500	$3,930,000
Urban stormwater management system - low impact design	$42,000	$160,000	$202,000
Architectural/Engineering Costs (8%)	$81,960	$248,600	$330,560
Subtotal	$1,106,460	$3,356,100	$4,462,560
Site Preparation			
Clearing and Grubbing		$6,000	$6,000
Cut and Fill Operations	$0	$435,000	$435,000
Dewatering		$50,000	$50,000
Special Foundations	$800,000	$750,000	$1,550,000
Geotechnical Engineering		$24,000	$24,000
Relocation of Active Utilities		$240,000	$240,000
Retaining Walls		$60,000	$60,000
Staking	$5,000	$11,000	$16,000
Temporary Facilities, Site Control, Protection	$16,000	$16,000	$32,000
Architect/Engineering Cost	$65,680	$125,440	$191,120
Subtotal	$886,680	$1,717,440	$2,604,120
Public Infrastructure Improvements - Private Financing			
Sidewalks		$75,600	$75,600
Curbs and Gutters		$54,000	$54,000
Landscaping		$39,600	$39,600
Lighting		$28,400	$28,400
Architect/Engineering Costs	$0	$15,810	$15,810
Subtotal	$0	$213,410	$213,410
Private MSF Eligible Activities Sub-Total	**$2,789,135**	**$5,306,650**	**$8,095,785**
Contingency (15%)	**$418,370**	**$796,000**	**$1,214,370**
Private MSF Eligible Activities SubTotal	**$3,207,505**	**$6,102,650**	**$9,310,155**
Interest (5% for 10 years)	**$874,965**	**$1,664,720**	**$2,539,685**
Brownfield Plan/Act 381 Work Plan Preparation		**$20,000**	**$20,000**
Private MSF Eligible Activities Total	**$4,082,470**	**$7,787,370**	**$11,869,840**
Public Infrastructure Improvements			
Roads	$112,500	$337,500	$450,000
Water Mains	$500,000	$1,500,000	$2,000,000
Architect/Engineering Costs	$91,875	$275,625	$367,500
Subtotal	$704,375	$2,113,125	$2,817,500
Contingency (15%)	$105,657	$316,970	**$422,625**
Public MSF Eligible Activities SubTotal	**$810,032**	**$2,430,095**	**$3,240,125**
Interest - City Bond (5% for 20 years)	$380,891	$1,142,670	$1,523,560
Brownfield Plan/Act 381 Work Plan Implementation	**$10,000**	**$30,000**	**$40,000**
City MSF Eligible Activities Total	**$1,200,924**	**$3,602,765**	**$4,803,685**
MSF Eligible Activities Subtotal Costs	**$5,283,394**	**$11,390,135**	**$16,673,525**

EXHIBIT C

EGLE GRANT AGREEMENT

EGLE

Tracking Code: 2022-2499
Location Code: 6J07
Amendment #: 1

VAULT MARQUETTE PROJECT
AMENDMENT TO THE BROWNFIELD GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

This Amendment modifies the grant agreement between the Michigan Department of Environment, Great Lakes, and Energy, (hereafter "State"), and the **city of Marquette Brownfield Redevelopment Authority** (hereafter "Grantee"), signed by the State on **July 28, 2022,** for the **Vault Marquette Project.** This Amendment does not take effect until signed by both parties.

The revisions to the grant agreement are limited to those specified below. All other provisions of the agreement remain in effect.

AGREEMENT PERIOD (END DATE)

The State and the Grantee agree to extend the end date of this Brownfield Redevelopment Grant Agreement from **July 28, 2025,** to **July 28, 2026**. The Grantee will complete all obligations under this agreement no later than the end date, as amended. Costs incurred after the amended end date are not eligible for reimbursement under the grant agreement.

Funding sources for this Grant Agreement include the following:

Funding Source	$495,000 Renew Michigan Grant (RMG)

AUTHORIZED SIGNATURES

The individuals below certify by their signatures that they are authorized to sign this Grant Amendment on behalf of their agencies and agree to the changes included herein. This Amendment will go into effect upon signature of the State.

FOR THE GRANTEE:

E-SIGNED by Callie New
on 2025-06-24 11:45:41 EDT

Authorized Signature

Callie New
Name

Chair, Brownfield Redevelopment Authority
Title

2025-06-24 11:45:41
Date

FOR THE STATE:

E-SIGNED by Mike Neller
on 2025-06-24 13:01:50 EDT

Signature

Mike Neller
Name

Director, Remediation and Redevelopment Division
Title

2025-06-24 13:01:50
Date

BROWNFIELD GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy, Remediation and Redevelopment Division (hereafter "State"), and the city of Marquette Brownfield Redevelopment Authority (hereafter "Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the funding sources identified in Appendix A. This Agreement is subject to the terms and conditions specified herein.

Project Name: **Vault Marquette**
Amount of Grant: **$495,000**
Start Date: **Date executed by the State**
Location Code: **6J07**
Tracking Code: **2022-2499**
End Date: **Three years after Start Date**

GRANTEE CONTACT:

Name/Title
Sheri Davie
Executive Director

Organization
City of Marquette Brownfield Redevelopment Authority

Address
1100 Wright Street
Marquette, Michigan 49855

Telephone number
906-235-2279

E-mail address
marquettebrownfield@gmail.com

Federal ID number
46-3633244

STATE'S CONTACT:

Name/Title
Abbie Hanson
Brownfield Coordinator

Division
Remediation and Redevelopment Division

Address
Constitution Hall, 5th Floor
525 West Allegan Street
Lansing, Michigan 48933

Telephone number
906-202-1285

E-mail address
HansonA2@Michigan.gov

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

FOR THE GRANTEE:

E-SIGNED by P. David Allen
on 2022-07-28 09:34:28 EDT

2022-07-28 09:34:28 UTC

P. David Allen, Chair — Date

FOR THE STATE:

E-SIGNED by Mike Neller
on 2022-07-28 09:43:31 EDT

2022-07-28 09:43:31 UTC

Mike Neller, Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy

Grant Execution Date / Agreement Start Date
Agreement End Date is three years after this date

Rev. 5-22-19

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

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

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 20 percent of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

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

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

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

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the total grant amount is expended in a single quarter, payment requests may be submitted more than once during that quarter.

V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

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

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

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

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

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

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

language of this assurance be included in the award documents of all subawards at all tiers.

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

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

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

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

XVII. OTHER SOURCES OF FUNDING

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

XVIII. COMPENSATION

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

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self-Service website (http://www.michigan.gov/sigmavss).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

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

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

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

XX. CANCELLATION

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

XXI. TERMINATION

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

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

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

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

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

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

XXII. IRAN SANCTIONS ACT

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

XXIII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIV. GRANT ADMINISTRATION

The use of a Grant Administrator to review work plans, reports, and other documents prepared by the contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of

work and budget prior to incurring grant administration costs. Grant administration costs will be limited to three percent (3%) [ten percent (10%) (for areawides only)] of the total grant amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance, defined as the activities necessary to provide for continued effectiveness and integrity of a response activity after construction of the response activity means or measures. The term includes activities such as groundwater removal and treatment; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; grant recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS, CONTRACTORS

(A) For contracts over $20,000, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract over $20,000, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The way in which bids or requests for quotes (RFQs) are solicited must be done in a manner acceptable to the Grantee. The Grantee shall provide the State copies of the bid specifications, proof of bid solicitation to at least three qualified contractors, copies of all bids received, a bid tabulation, and a written contractor recommendation. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) and professionals retained with state funds must possess appropriate qualifications, experience, licensing, and insurance for the work including but not limited to, surveying; engineering; asbestos, lead, mold, and hazardous material abatement; and transport, storage, and disposal of hazardous and non-hazardous waste.

(E) All subsurface work on contaminated properties including penetrating or disturbing the existing surfaces, work with subsurface infrastructure, monitoring wells or sewers, handling of existing soil, sediments or groundwater, or any other site activity with the reasonable potential for exposure must be conducted by personnel currently certified under HAZWOPER, MIOSHA-STD-1216 and 29 CFR 1910.120.

(F) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall secure a new development project for the property within six (6) months after such notification. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. The term of the Agreement may be extended up to a maximum of four additional 1-year periods. This Agreement may only be extended by a signed agreement between both parties.

APPENDIX A

for **BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT**

Project Details			
Project Name and Address	Vault Marquette 101 South Front Street and 119 South Lakeshore Boulevard Marquette, Michigan 49855	**Grantee / Borrower**	City of Marquette Brownfield Redevelopment Authority
Tracking Code	2022-2499	**Location Code**	6J07
Capital Investment	$22,000,000	**Jobs Created**	30 Full Time Equivalent
Total Grant Funding	$495,000	**Total Loan Funding**	$1,000,000
Funding Sources	Renew Michigan Grant (RMG) Clean Michigan Initiative Brownfield Redevelopment Loan (BRL)		

PROJECT DESCRIPTION: Grant and loan funds will be used to facilitate the redevelopment of two parcels that formerly housed an automobile garage and service center as well as a rail line, among other operations. The property is impacted by petroleum-related VOCs and metals in soil and groundwater. Grant and loan funds will be used for assessment, transportation and disposal of impacted soils, dewatering effluent disposal, installation of a vapor mitigation system, as well as abatement and selective demolition. Redevelopment plans include the renovation of an existing structure into a boutique hotel as well as the new construction of approximately 70,000 square feet to include additional hotel rooms, commercial space, residential units, and a public parking facility.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Assessment and investigation including, but not limited to, additional site characterization and delineation as well as soil gas sampling.

2. Due care including, but not limited to, the transportation and disposal of contaminated soils, contaminated dewatering effluent disposal, and the design and installation of a vapor mitigation system.

3. Demolition and asbestos abatement including, but not limited to, selective demolition of the on-site building, pavement, and other site features.

4. During the time of the grant and loan funded activities, the Grantee/Borrower is required to install a sign on the property displaying the Department of Environment, Great Lakes, and Energy (EGLE) logo. A full color, 48” by 96” grommeted vinyl sign, or equivalent is required

to be installed on the brownfield site. An image file with the sign design will be provided to the Grantee/Borrower by the brownfield coordinator.

5. To request closeout of the grant/loan, the Grantee/Borrower must provide a comprehensive grant/loan closeout report in the format provided by EGLE. The report will include a summary of each activity completed under the grant/loan, relevant documentation, and any outstanding deliverables.

6. Grant/loan administration including, but not limited to, grant/loan management, tracking, and reporting activities by Grantee/Borrower.

7. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from EGLE.

PROJECT BUDGET		
Task	**Grant**	**Loan**
1. Assessment and Investigation	$50,000	$0
2. Due Care	$355,000	$630,000
3. Demolition and Asbestos Abatement*	$0	$217,000
4. EGLE Sign	$500	$0
5. EGLE Grant and Loan Closeout Report	$5,000	$0
6. Grant and Loan Administration	$12,375	$25,000
7. Contingency	$72,125	$128,000
Total	**$495,000**	**$1,000,000**

* Demolition and abatement costs (Task 3) cannot exceed the total combined cost of environmental activities (Tasks 1-2) funded by EGLE and other sources. If demolition and abatement occur before the environmental activities, demolition and abatement reimbursement will be deferred until the environmental activity costs incurred equal or exceed the costs incurred for demolition and abatement.

In addition to the broad budget items above, the grant and/or loan may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. All grant- or loan-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

The grant/loan administration and EGLE sign budgets are approved upon signature of this agreement. Prior to the start of any other grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval.

A pre-approved budget amount for work plan development is provided that includes up to $1,000 per work plan for site assessment work and up to $2,500 per work plan for all other activities. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter.

Project deliverables for activities paid for by the grant/loan must be provided to EGLE throughout the course of the grant/loan. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant/ loan (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans, data/analytical results, or other relevant documentation.) A copy of EGLE's Brownfield Grant and Loan Deliverable Guidance will be provided during the Kick-Off Meeting or can be requested at any time.

LOANS: The borrower understands that regardless of any financial assurance agreement between the applicant and the developer, the final line of security on all loans is state revenue sharing.

SCHEDULE: The grant/loan administration will be conducted during the entire length of the agreement. Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Assessment and Investigation	Months 1-36
2	Due Care	Months 12-36
3	Demolition and Asbestos Abatement	Months 1-12
4	EGLE Sign	Months 1-36
5	EGLE Grant and Loan Closeout Report	Months 30-36

A more detailed schedule for above tasks shall be provided by the Grantee within the project work plans.

EGLE

FIGURE 1

Vault Marquette



MICHIGAN BROWNFIELD REDEVELOPMENT PROGRAM

101 South Front Street
119 South Lakeshore Boulevard
Marquette, MI

Project Boundary

EGLE Remediation and Redevelopment Division, 3/18/2022



EXHIBIT D

EGLE LOAN AGREEMENT

EGLE

Tracking Code: 2022-2499
Location Code: 6J07
Amendment #: 1

VAULT MARQUETTE PROJECT
AMENDMENT TO THE BROWNFIELD LOAN AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

This Amendment modifies the loan agreement between the Michigan Department of Environment, Great Lakes, and Energy, (hereafter "State"), and the **city of Marquette Brownfield Redevelopment Authority** (hereafter "Borrower"), signed by the State on **July 28, 2022,** for the **Vault Marquette Project.** This Amendment does not take effect until signed by both parties.

The revisions to the loan agreement are limited to those specified below. All other provisions of the agreement remain in effect.

AGREEMENT PERIOD (END DATE)

The State and the Borrower agree to extend the end date of this Brownfield Redevelopment Loan Agreement from **July 28, 2025**, to **July 28, 2026**. The Borrower will complete all obligations under this agreement no later than the end date, as amended. Costs incurred after the amended end date are not eligible for reimbursement under the loan agreement. The amended agreement end date does not affect the date of the first payment due under the loan.

Funding sources for this Loan Agreement include the following:

Funding Source	$1,000,000 Clean Michigan Initiative Brownfield Redevelopment Loan (BRL)

AUTHORIZED SIGNATURES

The individuals below certify by their signatures that they are authorized to sign this Loan Amendment on behalf of their agencies and agree to the changes included herein. This Amendment will go into effect upon signature of the State.

FOR THE BORROWER:

E-SIGNED by Callie New
on 2025-06-24 11:45:50 EDT

Authorized Signature

Callie New
Name

Chair, Brownfield Redevelopment Authority
Title

2025-06-24 11:45:50
Date

FOR THE STATE:

E-SIGNED by Mike Neller
on 2025-06-24 13:02:04 EDT

Signature

Mike Neller
Name

Director, Remediation and Redevelopment Division
Title

2025-06-24 13:02:04
Date

BROWNFIELD LOAN AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

This Loan Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy, Remediation and Redevelopment Division (hereafter "State") and the city of Marquette Brownfield Redevelopment Authority (hereafter "Borrower").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide Loan funding pursuant to the funding sources identified in Appendix A. This Agreement is subject to the terms and conditions specified herein.

Project Name: **Vault Marquette**
Loan Amount: **$1,000,000**
Loan Rate: **1.5 Percent**
Start Date: **Date Executed by State**

Location Code: **6J07**
Tracking Code: **2022-2499**

End Date: **Three years after Start Date**

BORROWER'S CONTACT:

Name/Title
Sheri Davie
Executive Director

Organization
City of Marquette Brownfield Redevelopment Authority

Address
1100 Wright Street
Marquette, Michigan 49855

Telephone number
906-235-2279

E-mail address
marquettebrownfield@gmail.com

Federal ID number
46-3633244

STATE'S CONTACT:

Name/Title
Abbie Hanson
Brownfield Coordinator

Division
Remediation and Redevelopment Division

Address
Constitution Hall, 5th Floor
525 West Allegan Street
Lansing, Michigan 48933

Telephone number
906-202-1285

E-mail address
HansonA2@Michigan.gov

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

FOR THE BORROWER:

E-SIGNED by P. David Allen
on 2022-07-28 09:35:02 EDT

2022-07-28 09:35:02 UTC

P. David Allen, Chair — Date

FOR THE STATE:

E-SIGNED by Mike Neller
on 2022-07-28 09:44:17 EDT

2022-07-28 09:44:17 UTC

Mike Neller, Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy

Loan Execution Date/ Agreement Start Date
Agreement End Date is three years after this date

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

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

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 20 percent of the total Agreement amount shall be requested by the Borrower or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. BORROWER DELIVERABLES AND REPORTING REQUIREMENTS

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

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

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 15
October 1 – December 31	January 31

The forms provided by the State shall be submitted to the State's contact at the address on Page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Borrower shall provide a final project report in a format prescribed by the State. The Borrower shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Loan.

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

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

V. BORROWER RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

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

The State retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this loan whether or not the material is copyrighted by the Borrower or another person. The Borrower will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

(A) The Borrower, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Borrower under this Agreement, if the liability is caused by the Borrower, any subcontractor, or anyone employed by the Borrower.

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Borrower shall not use any of the loan funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The

Borrower shall not use any of the loan funds awarded in this Agreement for the purpose of litigation against the State. Further, the Borrower shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Borrower certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the State.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Borrower will be required to maintain all pertinent records and evidence pertaining to the loan Agreement, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Borrower will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Borrower by the State.

XVI. INSURANCE

(A) The Borrower must maintain insurance or self-insurance that will protect it from claims that may arise from the Borrower's actions under this Agreement or from the actions of others for whom the Borrower may be held liable.

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

XVII. OTHER SOURCES OF FUNDING

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

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Borrower a total amount not to exceed the amount on page one of this Agreement, in accordance with Appendix A. All other costs necessary to complete the project are the sole responsibility of the Borrower.

(B) Expenses incurred by the Borrower prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) Loan payments, or draws, are based on work plans and budgets submitted to and approved by the State. The entire loan amount will not be disbursed at one time unless a single work plan for the full Loan amount is approved. After the work plan and budget are approved, the Borrower will receive payment for the amount of the approved budget only.

(D) The State reserves the right to request additional information necessary to substantiate payment requests, before approving a Loan draw.

(E) All draws must be completed within two (2) years of the Loan Execution Date.

1. If the project has not been completed after two (2) years, the Borrower may request in writing an extension of time to complete the project in accordance with Section III of this Agreement. Request for an extension of time must be received by the State's Project Administrator 30 days prior to the Project End Date.

2. If the entire amount of the approved loan is not drawn after two (2) years and the project work is completed, a new amortization schedule will be prepared reflecting the total amount drawn. The Loan Agreement will be amended to incorporate the new repayment schedule.

XIX. CLOSEOUT

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

(B) Upon issuance of final payment from the State, the Borrower releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement, or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Borrower.

(C) The Borrower shall immediately refund to the State any payments in excess of the costs allowed by this Agreement including funds disbursed for activities deemed to be ineligible upon invoice review and interest earned on loan funds disbursed.

XX. CANCELLATION

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

XXI. TERMINATION

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

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

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

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

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

XXII. IRAN SANCTIONS ACT

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

XXIII. ACCESS AGREEMENT

A voluntary access agreement or court-ordered access must be secured by the Borrower prior to performance of the scope of work described in Appendix A for any portion of the project area or property where loan activities will be undertaken and that is not owned by the Borrower. Evidence of access must be provided to the State at its request.

XXIV. BIDS, CONTRACTORS

(A) For contracts over $20,000 the Borrower shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Borrower in writing within thirty (30) days of receipt of the selected contractor's qualifications.

(B) For any contract over $20,000, except professional services, the Borrower shall solicit, or cause to be solicited, bids from at least three qualified contractors. The way in which bids or requests for quotes (RFQs) are solicited must be done in a manner acceptable to the Borrower. The Borrower shall provide the State copies of the bid specifications, proof of bid solicitation to at least three qualified contractors, copies of all bids received, a bid tabulation, and a written contractor recommendation. If the contractor that submitted the lowest bid is not the contractor selected, the Borrower must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) and professionals retained with state funds must possess appropriate qualifications, experience, licensing, and insurance for the work including but not limited to, surveying; engineering; for asbestos, lead, mold, and hazardous material abatement; and transport, storage, and disposal of hazardous and non-hazardous waste.

(E) All subsurface work on contaminated properties including penetrating or disturbing the existing surfaces, work with subsurface infrastructure, monitoring wells or sewers, handling of existing soil, sediments or groundwater, or any other site activity with the reasonable potential for exposure must be conducted by personnel currently certified under HAZWOPER, MIOSHA-STD-1216 and 29 CFR 1910.120.

(F) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXV. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Agreement, the Borrower or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget and draw request, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget and draw request, and schedule are required for each subsequent phase of work. The Borrower and its contractor shall not proceed with loan-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Borrower or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Borrower being responsible for payment of unapproved activities.

XXVI. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system ; operation and maintenance, defined as the activities necessary to provide for continued effectiveness and integrity of a response activity after construction of the response activity means or measures. The term includes activities such as groundwater removal and treatment; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; loan recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training. Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVII. OTHER TERMS AND CONDITIONS

(A) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

(B) The use of a Loan Administrator to review work plans, reports, and other documents prepared by the Contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of work and budget prior to incurring loan administration costs. Loan administration costs will be limited to three percent (3%) of the total loan amount.

(C) The State may withhold the loan until the State determines that the Borrower is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(D) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Agreement.

(E) The Borrower acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(F) The Loan Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the loan funds were awarded. If the proposed development changes, the Borrower shall immediately notify the State in writing.

(G) If necessary to allow for completion of the project, the Borrower and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Borrower or the State in writing, prior to the Agreement end date. The term of the Agreement may be extended up to a maximum of four additional 1-year periods. This Agreement may only be extended by a signed agreement between both parties.

XXVIII. SUCCESSOR PARTIES

At any time, the Borrower may substitute any affiliate or successor in interest after a merger or consolidation or other legal act that transfers fiduciary responsibility of the Borrower through receivership, etc. for this Agreement and all other documents related to the Loan. Similarly, any statutory successor or successor agency named in an Executive Order of the Governor may be substituted for the Department of Environmental Quality in this Agreement and all other documents related to the Loan. Each party shall notify the other in writing of a substitution under this section.

XXIX. LOAN TERMS

(A) The borrower shall provide financial assurance of repayment of the loan including pledges of revenue sharing, escrow account, letter of credit, or other acceptable mechanism negotiated with the department. Use of real property as a means to secure a loan is not considered an acceptable mechanism. The financial assurance for loan repayment must be submitted to, and approved by, the department prior to the release of any loan funding. The borrower's proposed financial assurance for repayment of the loan is described in Appendix A.

(B) Release of the financial assurance mechanism may be requested in favor of a pledge of the right of first refusal of the tax increment revenue to the department under the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 to 125.2672, if the brownfield project has been substantially completed and the annual tax increment being captured relative to the brownfield project is equal to or greater than 125% of the annual loan reimbursement payment. Approval of the release is required and repayment obligations will remain the same.

(C) Borrowers shall submit with the Loan application, a resolution that provides a formal commitment to take on and repay the loan. The resolution is attached to this Agreement as Appendix C.

(D) Loan repayments are made in equal annual installments of principal and interest beginning not later than five (5) years after the date of the first draw of the loan and concluding not later than 15 years after the first draw of the loan. Appendix B contains the Amortization Schedule for this Loan. There is no penalty for early repayment of the loan. If the loan is repaid in full prior to the Interest Start Date, no interest shall be charged on the loan principal.

(E) The interest rate established when the loan is executed will remain in effect throughout the term of the loan.

(F) Interest on approved loans is fixed and is calculated under simple interest terms, based on a 360-day year. Interest is charged on the remaining principal beginning five years from the

Loan Execution Date. See the attached Amortization Schedule in Appendix B of this Agreement.

(G) Borrowers must deposit funds disbursed under a Brownfield Redevelopment Loan into a segregated account where the funds will not be commingled with other funds. Funds disbursed under a Brownfield Redevelopment Loan may be used solely for payment of expenses incurred under approved work plans.

(H) Any interest earned by the Borrower on loan funds disbursed for an approved work plan, shall be reported in each quarterly progress report with supporting documentation. The interest earned is treated the same as the loan funds, and must be used for approved project costs. If interest earned is used for eligible project expenses, the borrower must provide copies of invoices and payment evidence for the interest as well as for the loan funds used.

XXX. REPAYMENTS/DELINQUENCY/DEFAULTS

(A) A Borrower may pay off a portion or the entire amount of the loan within the first five (5) years without interest or penalty. Any partial payments made during the first five (5) years of the term of the Loan will reduce the principal amount of the Loan subject to interest beginning in year six (6). If partial repayments are made during the first five (5) years, a new Amortization Schedule will be provided by the State to the Borrower reflecting those transactions and the new balance no later than 60 days prior to the sixth year anniversary of the Loan Agreement. No prepayment shall relieve the Borrower's obligation to make subsequent scheduled annual payments when due.

(B) The Borrower shall remit annual payments by check made payable to: "State of Michigan." Checks shall be mailed to: **Cashier's Office for Department of Environment, Great Lakes, and Energy, Michigan Department of Transportation Accounting Services Center, P.O. Box 30657, Lansing, MI 48909-8157**. Checks shall be identified by project number and tracking code.

(C) Annual payments unpaid 30 days after the annual due date shall be considered delinquent.

(D) A loan shall be considered in default when the annual payment remains unpaid 90 days after the annual due date.

(E) Upon default, Collection on the financial assurance mechanism associated with the Agreement shall be made by the State. If revenue sharing was used to secure the loan, the Department of Treasury shall withhold from the Borrower state payments in amounts consistent with the repayment schedule of the Loan Agreement until the Loan is repaid.

APPENDIX A

APPENDIX A

for **BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT**

Project Details			
Project Name and Address	Vault Marquette 101 South Front Street and 119 South Lakeshore Boulevard Marquette, Michigan 49855	**Grantee / Borrower**	City of Marquette Brownfield Redevelopment Authority
Tracking Code	2022-2499	**Location Code**	6J07
Capital Investment	$22,000,000	**Jobs Created**	30 Full Time Equivalent
Total Grant Funding	$495,000	**Total Loan Funding**	$1,000,000
Funding Sources	Renew Michigan Grant (RMG) Clean Michigan Initiative Brownfield Redevelopment Loan (BRL)		

PROJECT DESCRIPTION: Grant and loan funds will be used to facilitate the redevelopment of two parcels that formerly housed an automobile garage and service center as well as a rail line, among other operations. The property is impacted by petroleum-related VOCs and metals in soil and groundwater. Grant and loan funds will be used for assessment, transportation and disposal of impacted soils, dewatering effluent disposal, installation of a vapor mitigation system, as well as abatement and selective demolition. Redevelopment plans include the renovation of an existing structure into a boutique hotel as well as the new construction of approximately 70,000 square feet to include additional hotel rooms, commercial space, residential units, and a public parking facility.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Assessment and investigation including, but not limited to, additional site characterization and delineation as well as soil gas sampling.

2. Due care including, but not limited to, the transportation and disposal of contaminated soils, contaminated dewatering effluent disposal, and the design and installation of a vapor mitigation system.

3. Demolition and asbestos abatement including, but not limited to, selective demolition of the on-site building, pavement, and other site features.

4. During the time of the grant and loan funded activities, the Grantee/Borrower is required to install a sign on the property displaying the Department of Environment, Great Lakes, and Energy (EGLE) logo. A full color, 48” by 96” grommeted vinyl sign, or equivalent is required

to be installed on the brownfield site. An image file with the sign design will be provided to the Grantee/Borrower by the brownfield coordinator.

5. To request closeout of the grant/loan, the Grantee/Borrower must provide a comprehensive grant/loan closeout report in the format provided by EGLE. The report will include a summary of each activity completed under the grant/loan, relevant documentation, and any outstanding deliverables.

6. Grant/loan administration including, but not limited to, grant/loan management, tracking, and reporting activities by Grantee/Borrower.

7. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from EGLE.

PROJECT BUDGET		
Task	**Grant**	**Loan**
1. Assessment and Investigation	$50,000	$0
2. Due Care	$355,000	$630,000
3. Demolition and Asbestos Abatement*	$0	$217,000
4. EGLE Sign	$500	$0
5. EGLE Grant and Loan Closeout Report	$5,000	$0
6. Grant and Loan Administration	$12,375	$25,000
7. Contingency	$72,125	$128,000
Total	**$495,000**	**$1,000,000**

* Demolition and abatement costs (Task 3) cannot exceed the total combined cost of environmental activities (Tasks 1-2) funded by EGLE and other sources. If demolition and abatement occur before the environmental activities, demolition and abatement reimbursement will be deferred until the environmental activity costs incurred equal or exceed the costs incurred for demolition and abatement.

In addition to the broad budget items above, the grant and/or loan may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. All grant- or loan-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

The grant/loan administration and EGLE sign budgets are approved upon signature of this agreement. Prior to the start of any other grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval.

A pre-approved budget amount for work plan development is provided that includes up to $1,000 per work plan for site assessment work and up to $2,500 per work plan for all other activities. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter.

Project deliverables for activities paid for by the grant/loan must be provided to EGLE throughout the course of the grant/loan. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant/ loan (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans, data/analytical results, or other relevant documentation.) A copy of EGLE's Brownfield Grant and Loan Deliverable Guidance will be provided during the Kick-Off Meeting or can be requested at any time.

LOANS: The borrower understands that regardless of any financial assurance agreement between the applicant and the developer, the final line of security on all loans is state revenue sharing.

SCHEDULE: The grant/loan administration will be conducted during the entire length of the agreement. Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Assessment and Investigation	Months 1-36
2	Due Care	Months 12-36
3	Demolition and Asbestos Abatement	Months 1-12
4	EGLE Sign	Months 1-36
5	EGLE Grant and Loan Closeout Report	Months 30-36

A more detailed schedule for above tasks shall be provided by the Grantee within the project work plans.

EGLE

FIGURE 1

Vault Marquette



MICHIGAN BROWNFIELD REDEVELOPMENT PROGRAM

101 South Front Street
119 South Lakeshore Boulevard
Marquette, MI

Project Boundary

EGLE Remediation and Redevelopment Division, 3/18/2022



APPENDIX B
AMORTIZATION SCHEDULE

State Of Michigan
Department of Environment, Great Lakes, and Energy
Remediation & Redevelopment Division Brownfield Grants and Loans BRL

2022-2499 City of Marquette

Vault Marquette, Location Code: 6J07

Compound period	Annual	
Annual rate	1.50%	
Loan amount awarded	$1,000,000	
Loan Execution Date	7/6/2022	Draft Amort - estimated date

LOAN DETAIL	Transaction Date	Transaction Amount	Principal Balance
			$0.00
			0.00

REPAYMENT SCHEDULE		Payment Due Date	Total Payment Due	Interest	Principal	Principal Balance
Loan payments start						
five years after date of initial draw	1	7/6/2027	$97,826.45	$0.00	$97,826.45	$902,173.55
	2	7/6/2028	$97,826.45	$13,532.60	$84,293.85	$817,879.70
	3	7/6/2029	$97,826.45	$12,268.20	$85,558.25	$732,321.45
	4	7/6/2030	$97,826.45	$10,984.82	$86,841.63	$645,479.82
	5	7/6/2031	$97,826.45	$9,682.20	$88,144.25	$557,335.57
	6	7/6/2032	$97,826.45	$8,360.03	$89,466.42	$467,869.15
	7	7/6/2033	$97,826.45	$7,018.04	$90,808.41	$377,060.74
	8	7/6/2034	$97,826.45	$5,655.91	$92,170.54	$284,890.20
	9	7/6/2035	$97,826.45	$4,273.35	$93,553.10	$191,337.10
	10	7/6/2036	$97,826.45	$2,870.06	$94,956.39	$96,380.71
	11	7/6/2037	$97,826.45	$1,445.74	$96,380.71	$0.00
			$1,076,090.95	**$76,090.95**	**$1,000,000.00**	

APPENDIX C
LOCAL UNIT OF GOVERNMENT RESOLUTION

RESOLUTION
EGLE Brownfield Grant and Loan Application
Vault Marquette
101 S. Front Street and 119 S. Lakeshore Boulevard

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on May 9, 2022, at 6:00 p.m., the following resolution was offered by

Commissioner Jenn Hill and supported by

Commissioner Jessica Hanley.

WHEREAS the Michigan Department of Environment, Great Lakes and Energy (EGLE) provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program to encourage reuse of brownfield properties by funding environmental response activities, lead and asbestos abatement, and demolition; and

WHEREAS, the redevelopment of property at 101 S. Front Street and 119 S. Lakeshore Boulevard in Marquette for a boutique hotel in the State Savings Bank historic building and construction of new buildings that total an estimated 70,000 square feet with additional hotel rooms, commercial space and up to 40 residential units, as well as a public parking facility of up to 220 spaces is a partnership between the State of Michigan, the City of Marquette Brownfield Redevelopment Authority, the City of Marquette, the City of Marquette Downtown Development Authority and Marquette Vault, LLC and environmental activities and lead/asbestos abatement and selective demolition are required as part of the redevelopment; and

WHEREAS, the project effectively meets the EGLE Brownfield program criteria of need for financial assistance, local financial commitment, site reuse, and economic development and job creation; and

WHEREAS, the proposed development is consistent with local development plans and City of Marquette master plan and zoning ordinance; and

WHEREAS, the site for which EGLE Brownfield Grant and Loan funds are being requested is designated as a "Facility" under Part 201, 1994 Act 451 and neither the City of Marquette Brownfield Redevelopment Authority, the City of Marquette, nor Marquette Vault, LLC are liable parties; and

WHEREAS, the proposed project will be undertaken if a Grant and Loan are awarded;

WHEREAS, a portion of the EGLE financial support may include a Brownfield Loan and, if so, EGLE requires that the City of Marquette accepts and commits to repay the loan, based on the terms and conditions of the loan agreement and provide financial assurance; and

WHEREAS, the obligation to repay the Brownfield Loan will be transferred to Marquette Vault, LLC and guaranteed by Jonathon and Jennifer Julien through an Amended Development and Reimbursement Agreement;

NOW, THEREFORE, the City Commission of the City of Marquette, Marquette County, Michigan, resolves as follows:

1. The City of Marquette authorizes the submittal of a Brownfield Grant and Loan application by the City of Marquette Brownfield Redevelopment Authority to the Michigan Department of Environment, Great Lakes and Energy for environmental response activities, lead/asbestos abatement and selective demolition for the redevelopment of the State Savings Bank and adjacent property for the development of a downtown hotel, residential housing, and a public parking deck; and

2. The City of Marquette accepts and commits to repay the Brownfield Loan up to $1,000,000, based on the terms and conditions of the Loan Agreement, with revenues for loan repayment derived from the capture of increased incremental revenues generated by additional private investment through the approval of a Brownfield Plan and Act 381 Work Plan or if adequate Brownfield tax increment revenues are not available, first through contractual obligation of Marquette Vault, LLC, second through personal guarantees given by Jonathan and Jennifer Julien, and lastly, from the City's General Fund, or other City funding sources as appropriate, including but not limited to revenue sharing; and,

Be it Further Resolved that should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof, other than the part so declared to be invalid; and,

Be it Further Resolved that any prior resolutions, or any part thereof, in conflict with any of the provisions of this Resolution are hereby repealed.

Yes: Mayor Smith, Mayor Pro Tem Mayer, Commissioners: Davis, Hanley, Hill + Stonehouse

No: None.

Resolution duly adopted

Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy,

5/10/2022
Date

Kyle Whitney, City Clerk

New Business

McClellan Meadows Site Condominium 01-CSD-03-26

BACKGROUND:

On March 24, 2026, the Planning Commission conducted an administrative review and site plan review of a proposal to create a Site Condominium Subdivision to be called McClellan Meadows, which is proposed to have seven units located directly south of the Center Street right-of-way on the east side of McClellan Avenue.

The Land Development Code specifies a two-step review process. The Planning Commission first reviews the site condominium proposal and provides a recommendation to the City Commission. The Planning Commission made the following motion after consideration of the proposal as documented in application materials, a staff report, site plans, and other related materials, and dialogue with the applicant:

> *It was moved by S. Lawry, seconded by M. Rayner, and carried 8-0, that after review of the site plan and the supplemental documentation dated 04-26-24, and the Staff Report for 02-SPR-03-26 & 01-CSD-03-26, the Planning Commission finds substantial compliance with the City of Marquette Land Development Code Section 54.1405 and Section 54.503 and hereby recommends that the City Commission approve 02-SPR-03-26 & 01-CSD-03-26 with the condition - that an amended plan is submitted to meet Staff comments.*

Approval of the condominium and site condominium by the City Commission or City staff shall confer upon the developer the right to proceed with preparation of a condominium master deed. Copies of the draft master deed and/or restrictive covenants shall be provided to the Zoning Administrator for review by the City to determine compliance with City ordinances and standards prior to final approval of the condominium or site condominium or as a condition of final approval. Within one year of the completion of the development project, the developer shall furnish the Zoning Administrator with two (2) copies of an “as-built survey”. The “as-built survey” shall be reviewed by the City Engineer and/or the Zoning Administrator to verify compliance with City ordinances and standards.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the Condominium Site development proposal for McClellan Meadows based on the proposal's substantial compliance with the City of Marquette Land Development Code and consistent with the Planning Commission's recommendation.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. McClellan Meadows Site Condominium_PC Case File_01-CSD-03-26
2. 032426.pc.DRAFT.minutes

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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: March 11, 2026
SUBJECT: **01-CSD-03-26 & 02-SPR-03-26 – McClellan Meadows Site Condominiums (PIN: 0512412)**

City staff have reviewed the proposed site condominium subdivision, to be named McClellan Meadows, consisting of seven units located on McClellan Avenue, and have provided comments regarding the plan.

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

The Land Development Code specifies a two-step review process. The Planning Commission will review the site condominium proposal and provide a recommendation to the City Commission. Then the City Commission will review it.

Recommended Action:

The Planning Commission should review the site plan and support information provided in this packet and determine whether or not the site condominium subdivision, to be named McClellan Meadows, consisting of seven units located on McClellan Avenue is in compliance with the City of Marquette Land Development Code, more specifically, the Site Plan Review Standards in Section 54.1402(E) and Condominium Developments Section 54.503.

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

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

After review of the site plan and the supplemental documentation dated 02-17-26, and the Staff Report for 02-SPR-03-26 & 01-CSD-03-26, the Planning Commission (finds/does not find) substantial compliance with the City of Marquette Land Development Code Section 54.1405 and Section 54.503 and hereby recommends that the City Commission (approve / deny) 02-SPR-03-26 & 01-CSD-03-26 (as presented / for the following reasons / with the following conditions).

Staff recommends the following condition of approval - that an amended plan is submitted to meet staff comments.

STAFF FILE REVIEW/ANALYSIS

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

File #: 01-CSD-03-26 (also 02-SPR-03-26)

Date: March 11, 2026

Project/Application: Marquette County Habitat for Humanity is proposing a site condominium subdivision, to be named McClellan Meadows, consisting of seven units.

Location: McClellan Avenue.

Parcel ID: 0512412

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

Current Zoning: M-U – Mixed-Use

Surrounding Zoning:
North: CR – Conservation & Recreation
South: M-U – Mixed-Use
East: M – Municipal
West: CR – Conservation & Recreation

Year Built: Vacant parcel.

Sales: The owner bought the property on October 9, 2025.

Zoning District and Standards:

Section 54.311 M-U, Mixed-Use District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Adult Foster Care, Small Group Home • Child Care Center or Day Care Center • Child or Day Care, Family Home • Child or Day Care, Group Home • Drive-Through Uses • Dwelling, Accessory Unit • Dwelling, Live/Work • Dwelling, Multiple-Family 5+ dwelling units • Dwelling, Quadplex • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Dwelling, Triplex • Dwelling, Two-Family (Duplex)	• Bar • Bed and Breakfast • Bed and Breakfast Inn • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Fuel Dispensing Uses, including Service Stations • Halfway House • Homeless Shelter • Hospital • Hospital Hospitality House • Hostel • Hotel or Motel • Manufacturing, Light– Medium Impact • Marihuana Safety Compliance Facility

• Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Manufacturing, Light – Low Impact • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or Uses • Office, Medical • Office, Professional • Outdoor Entertainment and Community Events (Temporary) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Restaurant with Outdoor Food & Non-Alcoholic Beverage Service • Retail Business, Indoor • Retail Sales and Service Areas, Outdoor Temporary • Service Establishment • Small Wind Energy Systems, Roof-Mounted • Solar Energy Systems, <20kw- Accessory Use • Wholesale Trade Establishment • Veterinary Clinic (Domestic Animals Only)	• Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Off-street Parking Lot • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Alcoholic Beverage Service • Recreational Use, Public • Restaurant with Outdoor Alcoholic Beverage Service • Rooming House • School, Primary or Secondary • School, University • Solar Energy Systems, ≥20kw to 2 MW - Accessory Use • Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential) • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	4,800 (C), (E)	*Front Yard (ft.)*	0 (E), *(F), (G)*
Min. Lot Width (ft.)	40 (D), (E)	*Side Yard (one) (ft.)*	5 *(I)*, *(L), (N)*
Max. Impervious Surface Coverage (%)	*(S)*	*Side Yard (total of 2) (ft.)*	13 *(I)*, *(L), (N)*
Max. Building Height of Primary Building (ft.) (Q)	48 *(N)*	*Rear Yard (ft.)*	20 *(J)*, *(L), (N)*, (U)
Max. Building Height of Accessory Building	*(L)*	*Required Buffer & Greenbelt*	(T)
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

Definitions:

- **Condominium, Site**: A condominium project established in conformance with the Condominium Act, and in which each condominium unit is for single-family use and the building or buildings (which could include a detached garage or shed) located on each condominium unit is completely detached from the building(s) located on other condominium units. Additionally, no part of any building located on a unit, land upon which the building sits, or airspace above the building may be defined as a common element of the condominium project.
- **Condominium Subdivision Plan**: A plan meeting the requirements of Section 66 of the Condominium Act, which shall consist of: site, survey and utility plans; floor plans; and Sections,

as appropriate showing the existing and proposed structures and improvements including the location thereof on the land. The condominium subdivision plan shall show the size, location, area, vertical boundaries and volume for each unit comprised of enclosed air space. A number shall be assigned to each condominium unit. The condominium subdivision plan shall include the nature, location and approximate size of common elements. The condominium subdivision plan shall also include the adopted site plan and/or Exhibit B as required by the Condominium Act.

- **Condominium Unit:** That portion of the condominium project designed and intended for separate fee simple ownership and use, as described in the master deed.

Relationship to Section 54.503 Condominium Developments Standards (Staff Comments in *ITALIC and PURPLE Colored Text*):

Section 54.503 Condominium Developments

(A) Intent and Application. The following regulations shall apply to all condominium and site condominium developments within the City of Marquette.

(B) Site Condominiums. Pursuant to authority conferred by Section 241 (Law, Ordinance, or Regulation of Local Unit of Government) of the Condominium Act, as amended, all site condominiums must be approved by the City Commission following review and recommendation for approval by the Planning Commission. In determining whether to recommend a site condominium for approval to the City Commission, the Planning Commission shall consult with and receive a written response from the Planning Director, City Attorney, City Engineer, and Zoning Administrator regarding the adequacy of the master deed, deed restrictions, utility systems and street, development layout and design and compliance with all requirements of the Condominium Act and the Land Development Code.

(1) Notice. Prior to the Planning Commission meeting, a notice shall be sent by mail or personal delivery to the contiguous adjacent property owners, and the adjacent property owners from the site access point (this includes those across the street from the site access point).

This staff report with attachments shall be the written response. If this is approved by the City Commission, then City staff will be reviewing the draft master deed, deed restrictions, etc. All other items are being reviewed through this step of the process.

(C) Condominiums. Pursuant to authority conferred by Section 241 (Law, Ordinance, or Regulation of Local Unit of Government) of the Condominium Act, as amended, all condominiums must be approved by City Staff through an administrative site plan review as outlined in this section. The Planning Director, City Attorney, and Zoning Administrator will review the condominium regarding the adequacy of the master deed, deed restrictions, interior development layout and design, and compliance with all requirements of this Condominium Act and the Land Development Code.

N/A.

(D) Initial Information. Initial Information. Concurrently with notice required to be given to the

City of Marquette pursuant to Section 171 (Notice of Proposed Action) of Condominium Act, as amended, the condominium subdivision plan for each condominium and site condominium project shall be prepared by a licensed architect, licensed professional surveyor, or licensed professional engineer and shall bear the signature and seal of the licensed architect, licensed professional surveyor, or licensed professional engineer. In addition to any information required by the Condominium Act or Department of Licensing and Regulatory Affairs (LARA) Administrative Rules 559.010-559-903, each condominium and site condominium subdivision plan must include the following information:

(1) The name, address, telephone number, and email address of:
- **(a)** All persons, firms or corporation with an ownership interest in the land on which the condominium development will be located together with a description of the nature of each entity's interest (for example, fee owner, optionee, or land contract vendee).
- **(b)** All engineers, attorneys, architects or registered land surveyors associated with the project.
- **(c)** The developer or proprietor of the condominium development.

(2) A cover sheet. The cover sheet shall list all documents included in the condominium subdivision plan and contain a notice that reads substantially as follows: "This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs."

(3) A survey plan, including the legal description of the land on which the condominium project will be developed together with appropriate tax identification numbers. The survey plan shall be signed and sealed by the licensed professional surveyor preparing the boundary survey for the condominium project.

(4) A floodplain plan, if the condominium lies within or abuts a floodplain area.

(5) A site plan (See *Section 54.1402(C)*).

(6) A utility plan, including a description of the water and sewer service.

(7) Floor plans.

(8) The size, location, area, and horizontal boundaries of each condominium unit and the acreage content of the land on which the condominium development will be developed.

(9) A number assigned to each condominium unit.

(10) The vertical boundaries and volume for each unit comprised of enclosed air space.

(11) Building sections showing the existing and proposed structures and improvements including their location on the land. Any proposed structure or improvement shall be labeled either "must be built" or "need not be built". To the extent that a developer is contractually obligated to deliver utility conduits, buildings, sidewalks, driveways, landscaping, and an access road, the same shall be shown and designated as "must be built", but the obligation to deliver such items exists whether or not they are so shown and designated.

(12) The nature, location, and approximate size of the common elements.

(13) Other information deemed necessary by the Zoning Administrator.

Several of these items have been addressed where applicable. Please refer to the applicant's response to the zoning comment for the remaining items.

(E) Site Plans for New Projects. Prior to recording of the master deed required by Section 72 (Establishment of Condominium Project) of the Condominium Act, as amended, the condominium and site condominium development shall undergo site plan review and approval pursuant to the requirements of Section 54.1402 of this Ordinance. In addition, the City shall require appropriate engineering plans and inspections prior to the issuance of any certificates of occupancy. All condominium and site condominium projects are subject to the zoning requirements of their respective zoning districts and this Ordinance.

A site plan has been submitted and this section shall be met.

(F) Plans for Expandable or Convertible Projects. Prior to expansion or conversion of a condominium or site condominium development to additional land, the new phase of the project shall undergo site plan review and approval pursuant to Section 54.1402 of this Ordinance and this Section 54.503. The conversion of any development to condominium form of ownership shall require all standards and requirements of this Ordinance regarding condominiums to be met.

N/A.

(G) Design and Engineering Standards and Required Improvements for Site Condominium Developments. The design and engineering standards for site condominium developments, as well as required improvements for site condominium developments, shall be the same as those required for subdivisions in *Section 54.501(E)*.

(a) Exception: If there are no other public streets within 1,500 feet of the nearest site condominium parcel line, then the site condominium parcel can have private road frontage and any of the street development standards do not have to be met in Section 54.501(E) (1), (2), (6), (7), and (8) items. The standards in Section 54.501(E) (3), (4), and (5) do have to be met, however any reference to "street" will be replaced with "private road".

McClellan Avenue is an existing public street. The proposed sidewalk in the right-of-way has to meet city standards.

(H) Approval and Submittal requirements for Master Deed, Restrictive Covenants, "As Built" Survey and Site Plan, and Association Bylaws to be Furnished.

(1) Approval of the condominium and site condominium by the City Commission or City Staff, shall confer upon the developer the right to proceed with preparation of a condominium master deed. The master deed and/or restrictive covenants of the condominium and site condominiums shall include any required standards of this Ordinance.

(2) Copies of the draft master deed and/or restrictive covenants shall be provided to the Zoning Administrator for review by the City to determine compliance with City ordinances and standards prior to final approval of the condominium or site condominium or as a condition of final approval. Once the review is complete and the City gives its final approval, the Master Deed shall be recorded in the

office of the Marquette County Register of Deeds.

(3) Within 1 year of the final approval by the City, the developer shall furnish the Zoning Administrator with the following upon their completion: one (1) copy of the recorded master deed, one (1) copy of all restrictive covenants, and one (1) copy of the condominium owner's association bylaws. Within 1 year of the completion of development project the developer shall furnish the Zoning Administrator with two (2) copies of an "as built survey". The "as built survey" shall be reviewed by the City Engineer and/or the Zoning Administrator to verify compliance with City ordinances and standards Once the City verifies that the "as built survey" is in compliance with City ordinance and standards, the proprietor shall furnish to the City a copy of the site plan on 24 inch by 36 inch sheets and in a digital format acceptable to the City. As-built plans are required pursuant to *Section 54.1402(L)*.

If the site condominium is approved by the City Commission, then this section must be met.

(I) Monuments Required. All site condominium developments which consist in whole or in part of condominium units which are building sites, mobile home sites, or recreational sites shall be marked with monuments, which shall be set in accordance with Michigan Public Act 288 of 1967, as amended (the Land Division Act), and the rules of the State of Michigan. If any monument or unit marker is removed during construction the responsible party shall secure the services of a professional surveyor to replace the monument or unit marker.

If the site condominium is approved by the City Commission, then this section must be met.

(J) Compliance with Federal, State, and Local Law. All condominium and site condominium development shall comply with Federal and State statues and local ordinances, including the Condominium Act and the Department of Licensing and Regulatory Affairs (LARA) Administrative Rules 559.010-559-903.

If the site condominium is approved by the City Commission, then this section must be met.

(K) Subdivision of Site Condominium Units and Condominium Units. A site condominium unit or condominium unit shall not be subdivided unless the approved site plan and master deed expressly permit it. The subdivision of a site condominium unit or condominium unit must follow the procedures stated in the Condominium Act, as amended. If the approved site plan and master deed do not expressly permit a site condominium unit or condominium unit to be subdivided, a proposed subdivision of a site condominium unit or condominium unit shall undergo site plan review and approval pursuant to the requirements of Section 54.1402 of this Ordinance. All subdivisions of individual site condominium units shall conform to the requirements of this Ordinance for minimum lot/unit width, lot/unit area, and building setback requirements, for the zoning district in which the site condominium project is located, and these requirements shall be made part of the bylaws and recorded as part of the master deed. All subdivisions of individual condominium units shall

conform to the requirements of this Ordinance for allowable number of units in a structure for the zoning district in which the condominium project is located, and these requirements shall be made part of the bylaws and recorded as part of the master deed.

Per the applicant's response to Zoning General Comment #4, there is no plan to allow for the subdivision of the site condominium units.

(L) Encroachment Prohibited. Encroachment of one site condominium unit upon another, as described in Section 40 of the Condominium Act, shall be prohibited by the condominium bylaws and recorded as part of the master deed.

If the site condominium is approved by the City Commission, then this section must be met.

(M) Relocation of Boundaries. The relocation of boundaries, as described in Section 48 of the Condominium Act, shall conform to all setback requirements of this Ordinance for the district in which the project is located, shall be approved by the Zoning Administrator, and this requirement shall be made part of the bylaws and recorded as part of the master deed.

If the site condominium is approved by the City Commission, then this section must be met.

(N) Performance Guarantee. The Zoning Administrator may allow occupancy of the condominium and site condominium development before all improvements required by this Ordinance are installed provided that cash, a certified check, or an irrevocable bank letter of credit is submitted sufficient in amount and type to provide for the installation of improvements before the expiration of the temporary occupancy permit without expense to the City. The expiration date of a temporary occupancy permit shall be as determined by the Planning Director upon issuance of the permit.

If the applicant requests to have occupancy prior to installing all of the required improvements, then section must be met at that time.

Relationship to Site Plan Review Standards (Staff Comments in *ITALIC and PURPLE Colored Text*):

Per Section 54.1402(E) of the Land Development Code, "Site Plan Review Standards. In addition to the development standards of this Ordinance as well as the underlying zoning district, each site plan shall be designed to ensure that":

(1) Public Health, Safety, and Welfare. 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 proposed site plan is for 7 site condominium units that will have access on a existing public street.

(2) Safe and Efficient Traffic Operations. Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, and other elements such as walkways shall be designed to promote safe and efficient traffic operations within the site and at its access points.

This project will be located on an existing public street. When the permits are submitted for the driveways, they will be required to meet the Land Development Code and City Code at that time.

(3) Vehicular and Pedestrian Circulation. 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.

They are proposing to replace the city sidewalk that was removed during their utility construction that was completed in the fall of 2025.

(4) Topography and Landscaping. 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 existing off-street parking lot was removed from the parcel and the site was graded at that time.

(5) Storm Water Management. 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.

Any impervious future surface proposals will be evaluated as part of each individual zoning compliance permit for the associated structures.

(6) Emergency Vehicle Access. 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 Police and Fire Department have reviewed the plans and have no comment regarding vehicle access.

(7) Outdoor Storage and Loading and Unloading Areas. 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.

N/A.

(8) Lighting. 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.

N/A.

(9) Location of Building Entrances. 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.

N/A.

(10) Nuisances. 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 this development will be a nuisance to surrounding properties.

(11) City of Marquette Engineering Design and Construction Standards. The site plan must comply with the City of Marquette Engineering Design and Construction Standards.

N/A.

Background:

In 2025, the parent parcel underwent an approved land division that separated this 1-acre parcel from the Medical Center's existing off-street parking lot parcel.

Attachments:

- Site Plan Review Application
- Fire staff comments
- Applicant's responses to the City Attorney, Zoning, and Engineering comments
- Area Map
- Block Map
- Photos
- Site Condominium Site Plan

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

PRINT

CITY OF MARQUETTE
SITE PLAN REVIEW APPLICATION

CITY STAFF USE

Parcel ID #: 0512412 File #: 01-CSO-03-26

Receipt/Inv #: 537420 Check #: 23421 Received by and date: AM 2-17-26

Site Plan Sheet Set (PC Review - 6 copies/Admin Review – 3 copies) Submitted: (Y)/N Digital Copy: (Y)/N

If applicable - Hearing Date: 3-17-26 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 (We can only accept Cash or Check (written to the City of Marquette))

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

☐ Sketch Plan	$1,005
☐ Preliminary SPR	$1,990
☐ Administrative Review (CDRT review)	$2,185
☐ Administrative Review (Non-CDRT review)	$1,145
☐ Planning Commission Review	$2,495

Revised Site Plan (Developer Initiated)

☐ Administrative Review (CDRT)	$1,645
☐ Administrative Review (Non-CDRT review)	$1,110
☐ Planning Commission Review	$1,900

Site Condominium

☑ Site Condominium Review	$2,855
☐ Revised (Developer Initiated)	$1,045

Plats/Subdivision

☐ Preliminary	$2,930
☐ Final	$4,450
☐ Revised (Developer Initiated)	$1,535

☐ Site Plan Review fee is included in the Special Land Use Permit or Planned Unit Development application fees

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

Planning Commission page for filing deadline and meeting schedule
Excerpts from the City Land Development Code

- Section 54.1402 Site Plan Review (this is attached to the application).
- Section 54.1401 Zoning Permits and Zoning Compliance Review.
- If you are applying for a Site Condominium/Plat/Subdivision, please review Article 5.

STORMWATER

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.marquettemi.gov 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: Marquette County Habitat for Humanity
Address: 2354 US-41
City, State, Zip: Marquette, MI 49855
Phone #: 906-228-3578
Email: director@mqthabitat.org

APPLICANT/OWNER'S REPRESENTATIVE

Name: Barry J Polzin Architects
Address: 101 N Lakeshore Blvd.
City, State, Zip: Marquette, MI 49855
Phone #: 906-226-8661
Email: mhornbogen@bjparchitects.com

ARCHITECT

Name: Megan Hornbogen
Address: 101 N Lakeshore Blvd.
City, State, Zip: Marquette, MI 49855
Phone #: 906-226-8661
Email: mhornbogen@bjparchitects.com

ENGINEER

Name: TriMedia
Address: 830 W. Washington St.
City, State, Zip: Marquette, MI 49855
Phone #: 906-228-5125
Email: sbluse@trimediaee.com

SURVEYOR

Name: North Country Surveying PLLC
Address: 554 Little Lake Road
City, State, Zip: Marquette, MI 49855
Phone #: 906-250-3148
Email: thad@northcountrysurveying.com

PROPERTY INFORMATION

0512412

Property Address: TBD McClellan Street	**Property Identification Number:** ~~(TBD) part of 0512410~~
Size of property (frontage / depth / sq. ft. or acres): 1.00 Acre	
Zoning District: MU	**Current Land Use:** Vacant

Surrounding Zoning Districts:

- **North -** CR
- **East -** MDR
- **South -** MU
- **West -** CR

Surrounding Land Use:

- **North -** Vacant
- **East -** Residential
- **South -** Parking lot
- **West -** Vacant

DESCRIPTION OF PROJECT

Proposed use(s): Single Family Residential Lots

Proposed structures (including stairs) and dimensions, building style, and materials:

Future seven single family affordable homes.

Proposed site improvements:

What was a underutilized parking lot will become seven single family residential lots for affordable housing.

Proposed phases and timelines for work:

Homes are to built starting in 2026 and all completed in 2028

Ultimate ownership: Homeowners

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 Land Development Code 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 is 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: 2/16/26

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: 2/12/2026

Project Name: McClellan Meadows File #: 01-CSD-03-26

Parcel #: 0512412

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.

Site Plan Information Required in the Site Plan Set (See Figure 65 in LDC)	APPLICANT Location in site plan
Identification of Project	
1. The applicant's name.	Cover
2. Name of the development.	Cover
3. The preparer's name and professional seal of architect, engineer, or landscape architect indicating license in the State of Michigan.	Cover
4. Small scale location sketch of sufficient size and scale. **(SKETCH PLAN ONLY)**	1
5. A survey of the property, sealed by a surveyor licensed in the State of Michigan.	S1.0
6. Date of preparation and any revisions.	S1.0
7. North arrow.	Cover
8. Complete and current legal description and size of property in acres.	S1.0
Existing Features	
9. Property lines and dimensions drawn to scale.	2
10. 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.	Cover
11. Lot lines and all structures on the property and within 100 feet of the site's property lines.	2
12. Locations of all significant natural features – streams, wetlands and floodplains (see *Section 54.805*), steep slopes (see *Section 54.806).*	n/a
13. Boundary of any Riparian Overlay Districts, per *Section 54.320(E).* Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per *Section 54.806*	n/a
14. Any existing private or public easements	3
15. Location of any access points on both sides of the street within 100 feet of the site along streets where access to the site is proposed.	3
16. Locations of existing utilities.	3
17. Existing topography at a minimum of two (2) foot contour intervals.	n/a

	Location in site plan	N/A attach reason
Proposed Construction		
18. Building footprints, setbacks, and elevations showing height for all proposed structures with the acreage allotted to each use. See *Article 3*, *Article 4*, and *Article 7.*		n/a
19. Floor area and ground coverage ratios. See *Article 3* and *Article 4.*		n/a
20. Schematic storm water management plan, including elements stated below for Final Site Plan requirements, as needed to show intended compliance with the requirements of the Land Development Code. **(Preliminary Site Plan submittal only)**		n /
21. Proposed topography with a site grading plan with topography at a maximum of two (2) foot contour intervals.		n/a

	APPLICANT	
	Location in site plan	N/A attach reason
22. Boundary of any Riparian Overlay Districts, per *Section 54.320(E).* Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per *Section 54.806*		n /
23. Location and method of screening for all waste dumpsters. See *Section 54.1003(F)*.		Cover
24. Location and dimensions of parking spaces. See *Article 9*.		n/a
25. General landscaping design concept acceptable to the Zoning Administrator. (**SKETCH PLAN ONLY**)		n/a
26. 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. See *Article 10*		n/a
27. Details of exterior lighting including locations, height, and method of shielding. See *Section 54.802*.		n/a
28. The location of all permanent or temporary signs, existing or proposed, including their area, size, height, illumination, and the type of construction. See *Article 11*.		n/a
29. Locations of utility services (with sizes) and storm water management elements, including, storm drainage, retention or detention ponds and/or swales, rain gardens, riparian buffer vegetative strips, per *Section 54.803.* Any proposed public or private easements.	3	
30. Fire hydrant number and placement or other water supply, and standpipe connection type; Fire dept. connection location; Alarm panel location; Fire dept. access details.	3	
31. 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. The phasing plan must be acceptable to the City staff to ensure that each phase can function independently and is not reliant on future phases if they are not constructed. Tree clearing and grading is limited to the areas that are proposed and approved for a phased timeline.		n /
Site Circulation Details and Access Design		
32. General site circulation and access including: indication of street right-of-way and pavement widths; access points; and location of pedestrian paths. See *Section 54.907*. (**SKETCH PLAN ONLY**)		Cover
33. Street horizontal and vertical dimensions, including curve radii.		n/a
34. Dimensions of access points including distance from adjacent driveways or intersecting streets, including those across a street. See *Section 54.907*.		n/a
35. Schematic location and names of abutting public streets and other right-of-ways, and schematic location of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.		n/a
36. Schematic of access points, including from adjacent driveways on intersecting streets, including those across a street. See *Section 54.907*.		n/a
37. Locations, dimensions, and names of abutting public streets and other right-of-ways, and of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths or trails.		Cover
38. Pavement widths and pavement types for all streets/roads, pedestrian and bicycle paths.		n/a
39. Written verification of access easements or agreements, if applicable.		1
Additional Information		
40. Any other information necessary to establish compliance with this and other ordinances.		Cover

	APPLICANT	
	Location in site plan	N/A attach reason
Voluntary Information/Considerations – callouts/notes and narrative would be appreciated		
41. Infrastructure for Electric Vehicle (EV) charging stations (wiring, conduit, etc.)		n/a
42. Incorporation of green infrastructure elements such as a bioswale/rain garden (see Fig. 41), pervious pavers, vegetative/green roof, living retaining wall, French drains.		n/a
43. Public art elements such as sculpture, murals, interactive installations.		n/a
44. Affordable housing (including of explanation of how affordability is calculated).	Cover	
45. Encourage colorful cladding materials (black, white, grey materials should be limited to <50 percent of total exterior cladding and trim colors).	Cover	
46. Inclusion of bicycle parking facilities (racks, shelters, lockers, etc.) not required by the LDC.		n/a

	APPLICANT		DEPARTMENT
ENGINEERING DEPT	Location in site plan	N/A attach reason	Approved / Waived
Please refer to the Engineering Department General Guidelines and Standards for Street and Utility Design: https://www.marquettemi.gov/wp-content/uploads/2019/03/Design-and-Construction-Standards-Rev.-5-4-16.pdf			
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: https://www.marquettemi.gov/wp-content/uploads/2019/03/Fillable-Stormwater-Utility-Fee-Reduction-Application.pdf			
47. 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 /	
48. Curb cut, water, sanitary sewer, storm sewer permits, etc. required? (obtain prior to construction activities)		n/a	
49. Vehicle maneuvering lane size		n/a	
50. Pavement width/type		n/a	
51. Vegetated buffer or curbing between street and sidewalk and between sidewalk parking areas		n/a	
52. Storm sewer ≥12" diameter, in right-of-way, shall be reinforced concrete		n/a	
53. Sumps in catch basins?		n/a	
54. Plans to be stamped, dated and signed by a professional engineer	1		
55. Is the downstream storm sewer capacity adequate?		n/a	
56. Verify that storm water runoff volume or velocity is not increased onto adjacent properties		n/a	
57. Does any earthwork disturb adjacent properties?		n/a	
58. Wetland concerns/proper permits obtained?		n/a	
59. Traffic impact minimal to existing conditions (stacking, etc.)?		n/a	

ENGINEERING DEPT CONT.	APPLICANT: Location in site plan	APPLICANT: N/A attach reason	DEPARTMENT: Approved / Waived
60. Vehicular and non-motorized circulation		n/a	
61. Sanitary sewer inlet to outlet angles greater than or equal to 90 degrees?		n/a	
62. Is there a hydrant at the end of any proposed dead end water main?	3		
63. Size and material type of proposed and existing utilities shown?	3		
64. Street horizontal and vertical dimensions, radii		n/a	
65. Width and materials for non-motorized paths		n/a	
66. Dimension of access points including distance from adjacent driveways or intersecting streets		n/a	
67. 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 /	

PUBLIC WORKS DEPT.	APPLICANT: Location in site plan	APPLICANT: N/A attach reason	DEPARTMENT: Approved / Waived
68. Delineate & dimension all public or private easements	1,3		
69. Show public utility main locations & sizes within 100 feet of property boundary	3		
70. Extension or re-routing of public utility systems required		n/a	
71. Capacity and condition concerns of existing utility lines to serve the project		n/a	
72. Abandonment of existing utility lines associated with the project		n/a	
73. Location of existing and proposed utility services (with sizes), including storm water to be shown	3		
74. Utility metering requirements of the project		n/a	
75. Backflow and cross connection requirements applicable to the project including any proposed irrigation systems		n/a	
76. Sanitary waste pretreatment requirements		n/a	
77. Adequate snow storage provided on the property, without clear vision or utility obstructions		n/a	
78. Provisions to collect drainage from snow storage areas collected on property		n/a	
79. Access to public property (permits required for any work on ROW) (Drive, sidewalk, and trail connections)		n/a	
80. Additions or changes to public signing or traffic control required or recommended		n/a	

PUBLIC WORKS DEPT. CONT.	APPLICANT: Location in site plan	APPLICANT: N/A attach reason	DEPARTMENT: Approved / Waived
81. Additions to existing public sidewalks, or plowed routes, required or recommended		n/a	
82. Impact of project on public snow removal/storage		n/a	
83. Effect on plowing or ice control priorities		n/a	
84. New signing, overhangs, access ramps, grade changes, retaining walls, fences, etc. to be constructed in City ROW or easements		n/a	
85. Adequate, proper, and accessible on-site waste storage	Cover		
86. Adequate clearances and clear vision maintained for maintenance and sanitation equipment		n/a	
87. Removal, trimming, or planting of public trees required		n/a	
88. Maintenance-friendly design for any portions of the project to become public property		n/a	
89. Storage of hazardous materials associated with the project near public utilities		n/a	
90. Blasting near public utilities associated with the project		n/a	

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

POLICE DEPARTMENT DEPT.	APPLICANT: Location in site plan	APPLICANT: N/A attach reason	DEPARTMENT: Approved / Waived
104. Cross reference with accident data at nearest intersection(s)		n/a	

BARRY J POLZIN ARCHITECTS

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

Narrative for McClellan Meadows Application 2/16/26

Planning

12. Locations of all significant natural features – streams, wetlands and floodplains(see Section 54.805), steep slopes (see Section 54.806).
    There are not any significant natural features on this site.
13. Boundary of any Riparian Overlay Districts, per Section 54.320(E). Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steel slopes (>12 percent), per Section 54.906.
    There are no streams and/or steep slopes, wetlands or surface water bodies impacted by the proposed development.
17. Existing topography at a minimum of two (2) foot contour intervals.
    This is a Site Condominium, no contours required.
18. Building footprints, setbacks, and elevations showing height for all proposed structures with the acreage allotted to each use. See Article 3, Article 4, and Article 7.
    This is a Site Condominium, no proposed construction.
19. *Floor areas and ground coverage ratios. See Article 3 and Article 4.*
    This is a Site Condominium, no proposed construction.
20. Schematic storm water management plan, including elements stated below for Final Site Plan requirements, as needed to show intended compliance with the requirements of the Land Development Code. (Preliminary Site Plan submittal only).
    This is a Site Condominium, no proposed construction.
21. Proposed topography with a site grading plan with topography at a maximum of two (2) foot contour intervals.
    This is a Site Condominium, no contours required.
22. Boundary of any Riparian Overlay Districts, per Section 54.320(E). Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steel slopes (>12 percent), per Section 54.906.
    There are not streams and/or steep slopes, wetlands or surface water bodies impacted by the Site Condominium plan.
24. Location and dimensions of parking spaces.\
    This is a Site Condominium, no proposed construction.
25. General landscaping design concept acceptable to Zoning Administrator. (Sketch plan only).
    This submission is not a sketch plan.

26. *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. See Article 10*
    This is a Site Condominium, no proposed construction.
27. *Details of exterior lighting including locations, height, and method of shielding. See Section 54.802.*
    This is a Site Condominium, no proposed construction.
28. The location of all permanent or temporary signs, existing or proposed, including their area, size, height, illumination, and the type of construction.
    This is a Site Condominium, no proposed signage.
31. 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. The phasing plan must be acceptable to the City staff to ensure that each phase can function independently and is not reliant on future phases if they are not constructed. Tree clearing and grading is limited to the areas that are proposed and approved for a phased timeline.
    This is not a phased development
32. General site circulation and access including: indication of street right-or-way and pavement widths; access points; and locations of pedestrian paths. (Sketch plan only).
    This submission is not a sketch plan.
33. Street horizontal and vertical dimensions, including curve radii.
    This submission doesn't propose any new streets.
34. Dimensions of access points including distance from adjacent driveways or intersecting streets, including those across a street. See Section 54.907.
    This submission doesn't propose any new access points.
35. Schematic location and names of abutting public streets and other right-of-ways, and schematic location of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.
    This is a Site Condominium, no proposed construction.
36. Schematic of access points, including from adjacent driveways on intersecting streets, including those across a street. See Section 54.907.
    This submission doesn't propose any new access points.
38. Pavement widths and pavement types for all streets/roads, pedestrian and bicycle paths.
    All pavement is existing.

Engineering

41. Infrastructure for Electric Vehicle (EV) charging stations (wiring, conduit, etc.)
    This is a Site Condominium, no proposed construction.
42. Incorporation of green infrastructure elements such as a bioswale/rain garden (see Fig. 41), pervious pavers, vegetative/green roof, living retaining wall, French drains.
    This is a Site Condominium, no proposed construction.
43. Public art elements such as sculpture, murals, interactive installations.

This is a Site Condominium, no proposed construction.

46. Inclusion of bicycle parking facilities (racks, shelters, lockers, etc.) not required by the LDC.
    This is a Site Condominium, no proposed construction.

47. 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"
    No new utilities proposed.
48. Curb cut, water, sanitary sewer, storm sewer permits, etc. required? (obtain prior to construction activities)
    This is a Site Condominium submission, no proposed construction.
49. Vehicle maneuvering lane size
    This is a Site Condominium submission, no proposed construction.
50. Pavement width/type
    No proposed pavement.
51. Vegetated buffer or curbing between street and sidewalk and between sidewalk parking areas.
    No changes to the existing conditions.
52. Storm sewer ≥12" diameter, in right-of-way, shall be reinforced concrete
    No new storm sewers in right-or-way are proposed.
53. Sumps in catch basins?
    No new catch basins are proposed.
55. Is the downstream storm sewer capacity adequate?
    This is a Site Condominium submission, no proposed construction.
56. Verify that storm water runoff volume or velocity is not increased onto adjacent properties
    This is a Site Condominium submission, no proposed construction.
57. Does any earthwork disturb adjacent properties?
    This is a Site Condominium submission, no proposed construction.
58. Wetland concerns/proper permits obtained?
    No wetland concerns or permits to obtain.
59. Traffic impact minimal to existing conditions (stacking, etc.)?
    This is a Site Condominium submission, no proposed construction.
60. Vehicular and non-motorized circulation
    This is a Site Condominium submission, no proposed construction.
61. Sanitary sewer inlet to outlet angles greater than or equal to 90 degrees?
    No proposed utilities.
64. Street horizontal and vertical dimensions, radii
    No new streets are proposed.
65. Width and materials for non-motorized paths
    No new non-motorized paths are proposed.

66. Dimension of access points including distance from adjacent driveways or intersecting streets

This submission doesn't propose any new access points.

67.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

No new utilities proposed to be accepted into the City of Marquette utility system.

Public Works

70. Extension or re-routing of public utility systems required.

This is a Site Condominium submission, no proposed utilities

71. Capacity and condition concerns of existing utility lines to serve the project

This is a Site Condominium submission, no proposed utilities

72. Abandonment of existing utility lines associated with the project

This is a Site Condominium submission, no proposed utilities

74. Utility metering requirements of the project

This is a Site Condominium submission, no proposed utilities

75. Backflow and cross connection requirements applicable to the project including any proposed irrigation systems

This is a Site Condominium submission, no proposed utilities

76. Sanitary waste pretreatment requirements

This is a Site Condominium submission, no proposed utilities

77. Adequate snow storage provided on the property, without clear vision or utility obstructions

This is a Site Condominium submission, no proposed utilities

78. Provisions to collect drainage from snow storage areas collected on property

This is a Site Condominium submission, no proposed utilities

79. Access to public property (permits required for any work on ROW) (Drive, sidewalk, and trail connections)

This is a Site Condominium submission, no proposed utilities

80. Additions or changes to public signing or traffic control required or recommended

This is a Site Condominium submission, no proposed changes

81. Additions to existing public sidewalks, or plowed routes, required or recommended

This is a Site Condominium submission, no proposed changes

82. Impact of project on public snow removal/storage

This is a Site Condominium submission, no proposed changes

83. Effect on plowing or ice control priorities

This is a Site Condominium submission, no proposed changes

84. New signing, overhangs, access ramps, grade changes, retaining walls, fences, etc. to be constructed in City ROW or easements

This is a Site Condominium submission, no proposed changes

86. Adequate clearances and clear vision maintained for maintenance and sanitation equipment

This is a Site Condominium submission, no proposed changes

87. Removal, trimming, or planting of public trees required
This is a Site Condominium submission, no proposed changes
88. Maintenance-friendly design for any portions of the project to become public property
This is a Site Condominium submission, no public property proposed
89. Storage of hazardous materials associated with the project near public utilities
No hazardous materials associated with the project to be stored near public utilities.
90. Blasting near public utilities associated with the project
No blasting near public utilities.

Fire Department

91. Buildings meet NFPA standards/NFPA Life Safety Code 101/ BOCA National Property Maintenance Code
This is a Site Condominium submission, no proposed construction.
92. Proper water supply for fire suppression including fire hydrants and water mains
All utilities are existing.
93. Safe outlets for flushing fire hydrants
All utilities are existing.
94. Easements to test hydrants
No hydrants on site.
95. Water supply meets NFPA standards
All utilities are existing.
96. Fire Apparatus Access
This is a Site Condominium submission, no proposed construction
97. Surface Construction
This is a Site Condominium submission, no proposed construction
98. Ability to support fire trucks
All roadways are existing to remain.
99. Fire truck angle of approach
All roadways are existing to remain.
100. Outside turning radius
All roadways are existing to remain.
101. Grade of drive or road ok
All roadways are existing to remain.
102. Overhead clearance adequate
All existing to remain.
103. Driveways and access roads meet NFPA standards
All existing to remain.

Police Department

104. Cross reference with accident data at nearest intersection(s)
This is a Site Condominium submission, no proposed construction

CITY OF MARQUETTE
Fire Department
418 S. Third St.
MARQUETTE, MI 49855
(906) 225-8941
jfossitt@marquettemi.gov

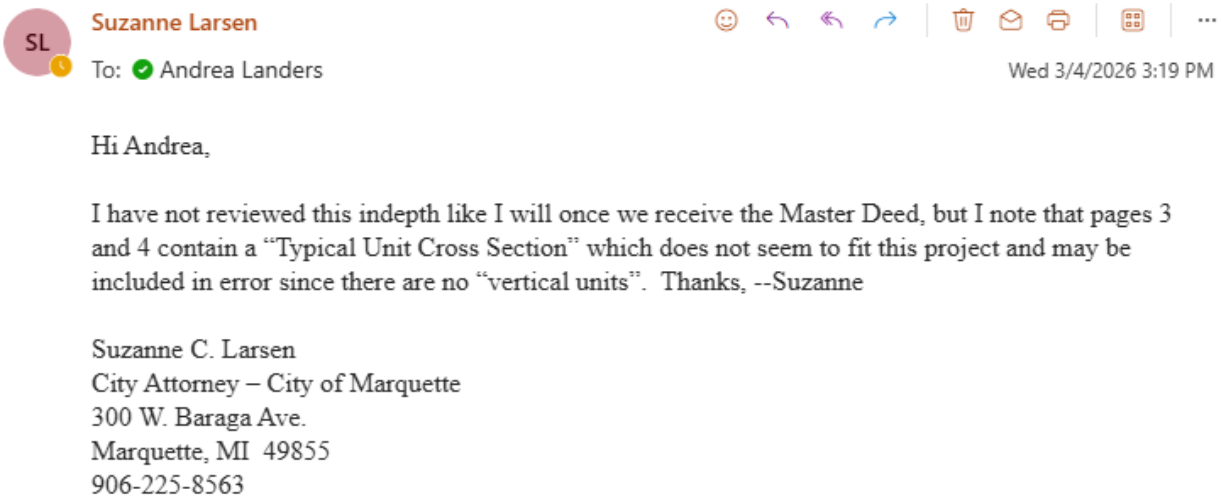
MEMORANDUM

TO: Planning Commission
FROM: Jeff Fossitt, Fire Marshal
DATE: 02-24-26
SUBJECT: **Review of 01-CSD-03-26. McClellan Meadows. PIN # 0512412**

The Fire Department does not have any comments.

Jeff Fossitt
Fire Marshal
Marquette Fire Department

Response to City Attorney Comment in Red font



Suzanne Larsen

To: Andrea Landers

Wed 3/4/2026 3:19 PM

Hi Andrea,

I have not reviewed this indepth like I will once we receive the Master Deed, but I note that pages 3 and 4 contain a "Typical Unit Cross Section" which does not seem to fit this project and may be included in error since there are no "vertical units". Thanks, --Suzanne

Suzanne C. Larsen
City Attorney – City of Marquette
300 W. Baraga Ave.
Marquette, MI 49855
906-225-8563

Typical unit cross section will be removed.

Response to Zoning Comments in Red font

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

MEMORANDUM

TO: Barry Polzin Architects
FROM: Andrea Landers, Zoning Official
DATE: February 27, 2026
SUBJECT: **01-CSD-03-26 - Review of the plan submitted dated 2-17-26 for – No address McClellan Ave (PIN: 52-52-005-124-12)**

General Comments

1. Missing the lot lines and structures within 100 feet of the site's property lines. Please provide this.
   Lot lines and structures within 100 feet will be provided.
2. Missing the existing topography at a minimum of two (2) foot contour intervals. Please provide this.
   Existing topography will be provided.
3. Will there be any common elements? If so, please provide, "the nature, location, and approximate size of the common elements".
   There are not any common elements proposed.
4. Is there any plan to allow for the subdivision of the site condominium units?
   a. If so, the site plan and master deed must expressly permit it. Please provide that information on the site plan. This will also need to be provided in the draft master deed document for our review if this CSD is approved by the City Commission.

   No plan to allow division of the site condominium units.
5. Will you be grading the site at all with this proposal?
   a. If so, missing the proposed topography at a minimum of two (2) foot contour intervals. Please provide this.

   We do not propose to grade the site, topography will remain as is.

Sheet 1

1. Missing the name, address, telephone number, and email address of:
   a. "All persons, firms or corporation with an ownership interest in the land on which the condominium development will be located together with a description of the nature of each entity's interest (for example, fee owner, optionee, or land contract vendee)"

   Marquette County Habitat for Humanity will be the only ownership in the site Condominium until the homes are constructed and then individual units will be sold to homeowners. This information will be provided on this sheet.

2. Missing telephone number and email address of developer and surveyor.
   Telephone number and email address will be provided on this sheet.

Sheet 2

1. Missing the tax identification number of the parcel.

Tax ID 52-52-002-400-12 will be provided on this sheet.

Response to Engineering Comments in Red font

SITE PLAN REVIEW COMMITTEE
Site Plan Review
CITY OF MARQUETTE
300 W. Baraga
Marquette, MI 49855

Date: February 26, 2026

Location: McClellan Ave. – MQT Co. Habitat Site Condo

Submittal Documents:
Plan Title: McClellan Meadows
Submitted by: BJP Architects
Plans Stamped: 4/22/25

The following are the plan review comments from the Engineering Department for the documents identified above.

- Please confirm if the hydrant was in fact placed on the property to the south as shown on these drawings. If so, an additional utility easement will be required from that property owner. We will confirm if placed on neighboring property that easement has been provided to the city.
- Please see attached drawing for additional comments. Additional comments received.

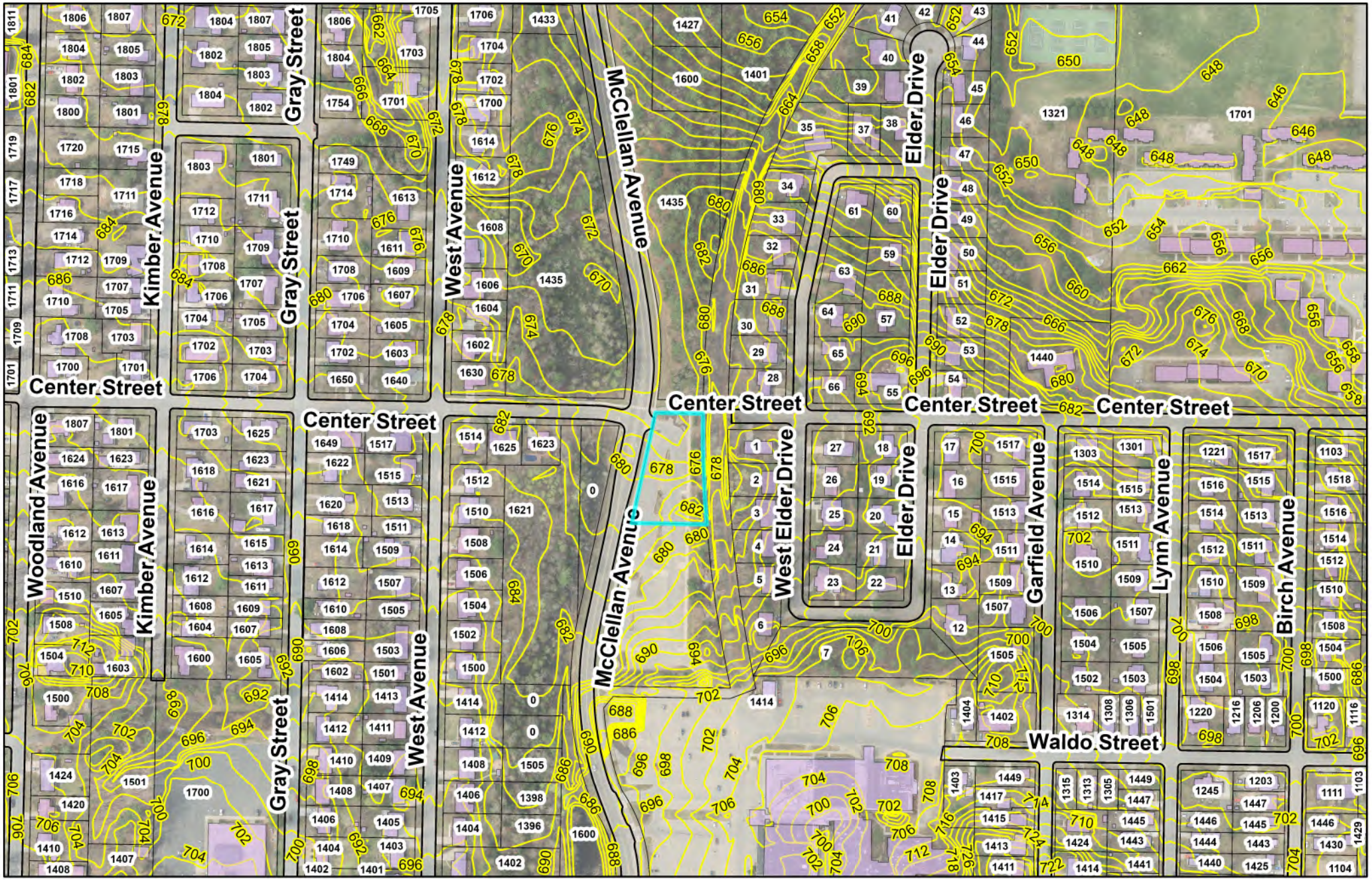
The comments below are related to the submitted plans but do not require any changes at this time:

- The draft Master Deed which will reference the site condo drawings should include language that defines what can be built within the utility easements and what cannot. Building driveways would be okay but any structures should be prohibited. Master deed will include language describing what can and cannot be built within the easement.
- The draft Master Deed should also address if the utility easement is exclusive to City utilities or if it can be shared by other utilities such as telecommunication, natural gas or electric. Master Deed will describe utility easement and whether or not it is shared.

Respectfully Submitted,

Engineering Department

01-CSD-03-26 Area Map



Parcels_Address Number Labels
Building Footprints
Streets
Contours2FT_From_200

1 inch equals 306 feet

01-CSD-03-26 Block Map



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

1 inch equals 125 feet

Parcels_Address Number Labels
Streets
Storm Manholes
Storm Catch Basins

swCulverts_Inlets_Outle
Storm Pipes
swTreatmentUnits

Storm_Ditches_and INFO
DAYLIGHT
IN ROAD/BRIDGE CULVERT
IN STORM SEWER

Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
Watermains
Water Structures

Sewer_Lift_Stations
SewerCleanOuts
Sewer System Valves
Sewer Manholes
Sewer Lateral Lines

Sewer Pressurized Mains
Sewer Gravity Mains

San Flow Direction
FLOW_DIR
EAST

NORTH
SOUTH
WEST
BLP Streetlights

BLP Primary Lines
OH_UG
Overhead
Underground
FiberLines
Gas_SEMCO_Gas_Mains


The off-street parking lot has been removed on this parcel.


The off-street parking lot has been removed on this parcel.
Jun 2025 See more dates
Close



NEIGHBORHOOD SITE PLAN

SCALE: 1" = 40'-0"

McCLELLAN MEADOWS

TBD McCLELLAN AVE.
MARQUETTE, MI 49855
FEBRUARY 17th, 2026

OWNER:
MARQUETTE COUNTY HABITAT
FOR HUMANITY
2354 US-41
MARQUETTE, MI 49855

ARCHITECT:
BARRY J. POLZIN ARCHITECTS INC.
101 N. LAKESHORE BLVD.
MARQUETTE, MI 49855



RENDERING FOR ILLUSTRATION PURPOSES ONLY

SITE INFORMATION

LOT AREA:	1.00 ACRE
ZONING:	MIXED-USE DISTRICT
PROPOSED LAND USE:	RESIDENTIAL-SINGLE FAMILY

NOTES

ANY LOCAL, STATE, OR FEDERAL PERMITS THAT ARE REQUIRED WILL BE OBTAINED PRIOR TO CONSTRUCTION

TRASH/RECYCLING TO BE ROLLED TO CURB IN RESIDENTIAL BINS

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

DRAWING INDEX

	COVER/NEIGHBORHOOD SITE PLAN
S1.0	SURVEY
1	SITE CONDO COVER
2	SITE AND SURVEY PLAN
3	EASEMENT AND UTILITY PLAN



BARRY J. POLZIN
ARCHITECTS

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CERTIFICATE OF SURVEY

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 48 NORTH, RANGE 25 WEST, MARQUETTE CITY, MARQUETTE COUNTY, MICHIGAN.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCELS OF LAND DURING JULY 2025, THAT THE RATIO OF ERROR ON THE UNADJUSTED FIELD OBSERVATIONS IS LESS THAN 1 IN 10,000, THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) CLASSIFICATION AND ACCURACY STANDARDS FOR PROPERTY SURVEYS AND THAT I HAVE COMPLIED WITH SEC. 3, P.A. 132 OF 1970, AS AMENDED.

Thaddeus A. Goodwin 8/18/25

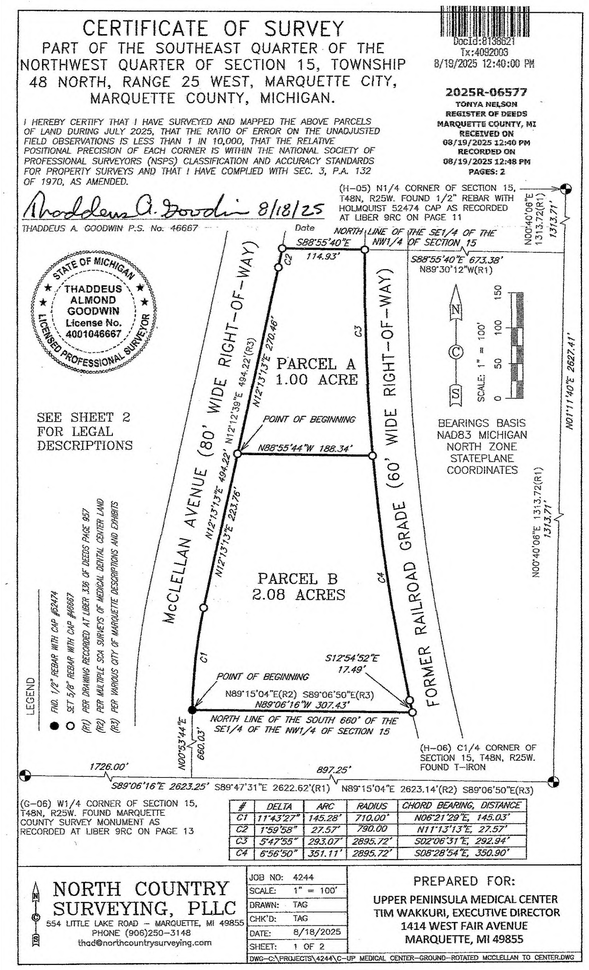
THADDEUS A. GOODWIN P.S. No. 46667 — Date

STATE OF MICHIGAN
THADDEUS ALMOND GOODWIN
License No. 4001046667
LICENSED PROFESSIONAL SURVEYOR

SEE SHEET 2 FOR LEGAL DESCRIPTIONS

DocId:8139821
Tx:4092003
8/19/2025 12:40:00 PM

2025R-06577
TONYA NELSON
REGISTER OF DEEDS
MARQUETTE COUNTY, MI
RECEIVED ON
08/19/2025 12:40 PM
RECORDED ON
08/19/2025 12:48 PM
PAGES: 2



#	DELTA	ARC	RADIUS	CHORD BEARING, DISTANCE
C1	11°43'27"	145.28'	710.00'	N06°21'29"E, 145.03'
C2	1°59'58"	27.57'	790.00	N11°13'13"E, 27.57'
C3	5°47'55"	293.07'	2895.72'	S02°06'31"E, 292.94'
C4	6°56'50"	351.11'	2895.72'	S08°28'54"E, 350.90'

NORTH COUNTRY SURVEYING, PLLC
554 LITTLE LAKE ROAD – MARQUETTE, MI 49855
PHONE (906)250-3148
thad@northcountrysurveying.com

JOB NO:	4244
SCALE:	1" = 100'
DRAWN:	TAG
CHK'D:	TAG
DATE:	8/18/2025
SHEET:	1 OF 2

PREPARED FOR:
UPPER PENINSULA MEDICAL CENTER
TIM WAKKURI, EXECUTIVE DIRECTOR
1414 WEST FAIR AVENUE
MARQUETTE, MI 49855

DWG-C:\PROJECTS\4244\C-UP MEDICAL CENTER-GROUND-ROTATED MCCLELLAN TO CENTER.DWG

CERTIFICATE OF SURVEY

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 48 NORTH, RANGE 25 WEST, MARQUETTE CITY, MARQUETTE COUNTY, MICHIGAN.

THE EXTERIOR BOUNDARY OF PROPOSED PARCELS A AND B IS THE REMAINDER OF THE LAND OWNED BY MARQUETTE MEDICAL DENTAL CENTER CORPORATION (D.B.A. UPPER PENINSULA MEDICAL CENTER) AS DESCRIBED IN THE WARRANTY DEED RECORDED AT LIBER 447 OF DEEDS ON PAGES 309 AND 310 OF THE MARQUETTE COUNTY RECORDS. THE PARCELS EXCEPT THAT PORTION CONVEYED TO THE CITY OF MARQUETTE AS DESCRIBED IN THE WARRANTY DEED RECORDED AT MARQUETTE COUNTY DOCUMENT NUMBER 2010R-09163.

PROPOSED LEGAL PARCEL A

Part of the Southeast Quarter of the Northwest Quarter of Section 15, Township 48 North, Range 25 West, Marquette City, Marquette County, Michigan, described as follows:

Commencing at the West 1/4 corner of Section 15, Township 48 North, Range 25 West; thence S89°06'16"E along the East – West 1/4 line of said section, a distance of 1726.00 feet; thence N00°53'44"E perpendicular to said 1/4 line, a distance of 660.03 feet to the east right-of-way line of McClellan Avenue; thence northerly along said east right-of-way line, 145.28 feet on the arc of a 710.00 foot radius curve to the right having a chord which bears N06°21'29"E, 145.03 feet; thence N12°13'13"E continuing along said east right-of-way line, a distance of 223.76 feet to the Point of Beginning; thence continuing N12°13'13"E along said east right-of-way line, a distance of 270.46 feet; thence northerly continuing along said east right-of-way line, 27.57 feet on the arc of a 790.00 foot radius curve to the left having a chord which bears N11°13'13"E, 27.57 feet to the North line of the Southeast Quarter of the Northwest Quarter of said section; thence S88°55'40"E along said North line, a distance of 114.93 feet to the west right-of-way line of a former railroad grade; thence southerly along said west right-of-way line, 293.07 feet on the arc of a 2895.72 foot radius curve to the left having a chord which bears S02°06'31"E, 292.94 feet; thence N88°55'44"W, a distance of 188.34 feet to said east right-of-way line and the Point of Beginning, containing 1.00 acre, together with and subject to all easements and restrictions of record.

PROPOSED LEGAL PARCEL B

Part of the Southeast Quarter of the Northwest Quarter of Section 15, Township 48 North, Range 25 West, Marquette City, Marquette County, Michigan, described as follows:

Commencing at the West 1/4 corner of Section 15, Township 48 North, Range 25 West; thence S89°06'16"E along the East – West 1/4 line of said section, a distance of 1726.00 feet; thence N00°53'44"E perpendicular to said 1/4 line, a distance of 660.03 feet to the North line of the South 660 feet of the Southeast Quarter of the Northwest Quarter of said section, the east right-of-way line of McClellan Avenue and the Point of Beginning; thence northerly along said east right-of-way line, 145.28 feet on the arc of a 710.00 foot radius curve to the right having a chord which bears N06°21'29"E, 145.03 feet; thence N12°13'13"E continuing along said east right-of-way line, a distance of 223.76 feet; thence S88°55'44"E, a distance of 188.34 feet to the west right-of-way line of a former railroad grade; thence southerly along said west right-of-way line, 351.11 feet on the arc of a 2895.72 foot radius curve to the left having a chord which bears S08°28'54"E, 350.90 feet; thence S12°54'52"E continuing along said west right-of-way line, a distance of 17.49 feet to said North line; thence N89°06'16"W along said North line, a distance of 307.43 feet to said east right-of-way line and the Point of Beginning, containing 2.08 acres, together with and subject to all easements and restrictions of record.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCELS OF LAND DURING JULY 2025, THAT THE RATIO OF ERROR ON THE UNADJUSTED FIELD OBSERVATIONS IS LESS THAN 1 IN 10,000, THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) CLASSIFICATION AND ACCURACY STANDARDS FOR PROPERTY SURVEYS AND THAT I HAVE COMPLIED WITH SEC. 3, P.A. 132 OF 1970, AS AMENDED.

Thaddeus A. Goodwin 8/18/25

THADDEUS A. GOODWIN P.S. No. 46667 — Date

STATE OF MICHIGAN
THADDEUS ALMOND GOODWIN
License No. 4001046667
LICENSED PROFESSIONAL SURVEYOR

NORTH COUNTRY SURVEYING, PLLC
554 LITTLE LAKE ROAD – MARQUETTE, MI 49855
PHONE (906)250-3148
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PREPARED FOR:
UPPER PENINSULA MEDICAL CENTER
TIM WAKKURI, EXECUTIVE DIRECTOR
1414 WEST FAIR AVENUE
MARQUETTE, MI 49855

SHEET 2 OF 2

DWG-C:\PROJECTS\4244\C-UP MEDICAL CENTER-GROUND-ROTATED MCCLELLAN TO CENTER.DWG

BARRY J. POLZIN ARCHITECTS

MCCLELLAN MEADOWS

MARQUETTE COUNTY HABITAT FOR HUMANITY

MARQUETTE, MICHIGAN

Design: Barry J. Polzin
Drawn By: MRH
Date of Issue: 2/17/26

REVISION		
DATE	ISSUE	BY

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SHEET:
S1.0

McCLELLAN MEADOWS CONDOMINIUM

MARQUETTE COUNTY CONDOMINIUM SUBDIVISION PLAN No. xx

EXHIBIT "B" TO THE MASTER DEED OF McCLELLAN MEADOWS CONDOMINIUM

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 15,
T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

DEVELOPER:

MARQUETTE COUNTY HABITAT FOR HUMANITY
2354 US 41 SOUTH
MARQUETTE, MICHIGAN 49855

SURVEYOR:

STACEY J. BLUSE, P.S.
PROFESSIONAL SURVEYOR No. 4001050429
TRIMEDIA ENVIRONMENTAL & ENGINEERING
830 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

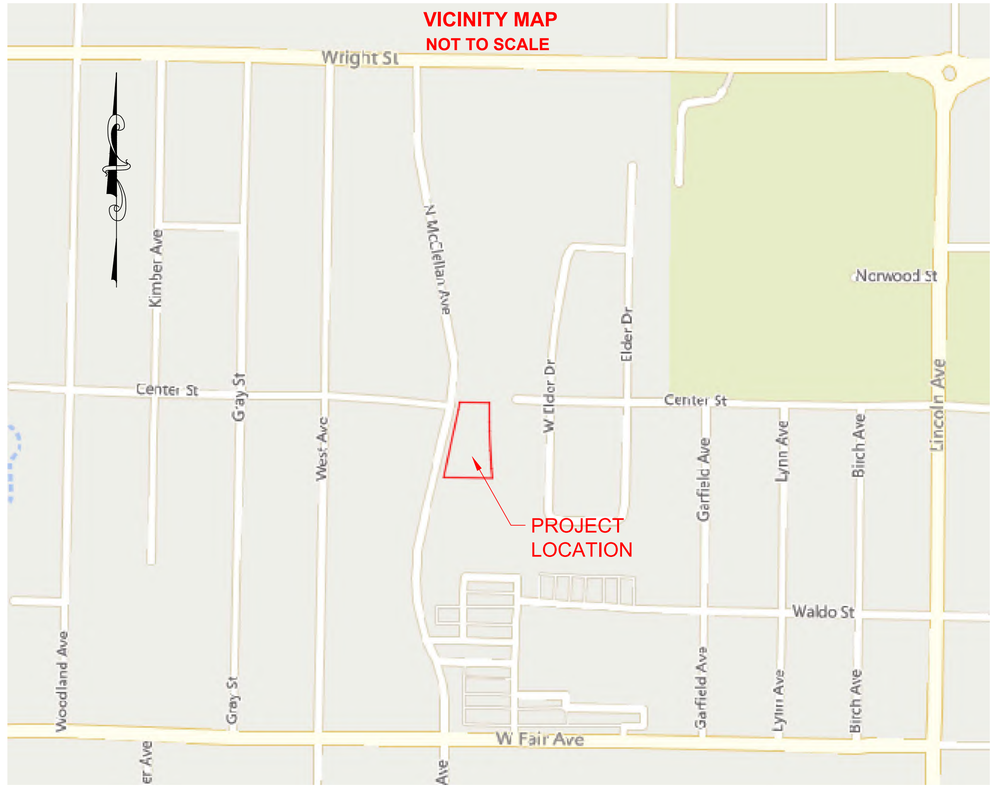
SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	SITE & SURVEY PLAN
3	EASEMENT & UTILITY PLAN

NOTES:

-BEARINGS BASED UPON MICHIGAN STATE PLANE COORDINATE SYSTEM NAD 83 (2011), NORTH ZONE
-DISTANCES ARE HORIZONTAL-GROUND DISTANCES
-PROJECT COMBINED SCALE FACTOR IS: 0.99988513
-THIS CONDOMINIUM DOES NOT LIE WITHIN A FLOOD ZONE PER FEMA FLOOD INSURANCE RATE MAP, PANEL NO. 26103C0495E
-THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

VICINITY MAP
NOT TO SCALE



LEGAL DESCRIPTION - CONDOMINIUM PARCEL

A parcel of land being part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), Section 15, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North 1/4 corner of Section 15; thence S01°11'41"W, 1313.72 feet along the North-South 1/4 line of Section 15 to the North 1/16 line of Section 15; thence N88°55'39"W, 673.48 feet along the North 1/16 line to a curve on the West right-of-way line of a former railroad and the **Point of Beginning "A"**; thence **293.06 feet** along the West right-of-way line on a curve to the **Left** having a **Radius** of **2895.72 feet**, a **Delta angle** of **05°47'55"**, and a **Chord** bearing **S02°07'17"E, 292.94 feet**; thence **N88°56'11"W, 188.35 feet** to the East right-of-way line of McClellan Avenue; thence **N12°13'27"E, 270.43 feet** along the East right-of-way line to a curve; thence **27.62 feet** along the East right-of-way line on a curve to the **Left** having a **Radius** of **790.00 feet**, a **Delta angle** of **02°00'11"**, and a **Chord** bearing **N11°14'19"E, 27.62 feet** to the North 1/16 line of Section 15; thence **S88°55'39"E, 114.85 feet** along the North 1/16 line to the West right-of-way line of the former railroad and the **Point of Beginning "A"**, containing **1.000 acres** and subject to restrictions, reservations, rights-of-way and easements of record.

LEGAL DESCRIPTION - UTILITY EASEMENT

A 23-foot utility easement being part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), Section 15, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North 1/4 corner of Section 15; thence S01°11'41"W, 1313.72 feet along the North-South 1/4 line of Section 15 to the North 1/16 line of Section 15; thence N88°55'39"W, 673.48 feet along the North 1/16 line to a curve on the West right-of-way line of a former railroad; thence continuing N88°55'39"W, 91.57 feet along the North 1/16 line to a curve on the 23-foot utility easement and the **Point of Beginning "B"**; thence **32.13 feet** along the utility easement on a curve to the **Right** having a **Radius** of **813.00 feet**, a **Delta angle** of **02°15'51"**, and a **Chord** bearing **S11°06'28"W, 32.13 feet**; thence **S12°13'27"W, 265.90 feet** along the utility easement; thence **N88°56'11"W, 23.45 feet** along the utility easement to the East right-of-way line of McClellan Avenue; thence **N12°13'27"E, 270.43 feet** along the utility easement and the East right-of-way line to a curve; thence **27.62 feet** along the East right-of-way line on a curve to the **Left** having a **Radius** of **790.00 feet**, a **Delta angle** of **02°00'11"**, and a **Chord** bearing **N11°14'19"E, 27.62 feet** to the North 1/16 line of Section 15; thence **S88°55'39"E, 23.29 feet** along the North 1/16 line to the **Point of Beginning "B"**, containing **0.158 acres** and subject to restrictions, reservations, rights-of-way and easements of record.

SURVEYOR'S CERTIFICATE

I, STACEY J. BLUSE, A PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS McCLELLAN MEADOWS CONDOMINIUM, MARQUETTE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. xx, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED IN THE GROUND WITHIN ONE YEAR FROM THE DATE SIGNED BELOW, AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 THAT THE ACCURACY OF 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.

SIGNED:_____ DATE:_____
STACEY J. BLUSE, P.S. #4001050429

NOTE:

This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

TRIMEDIA
ENVIRONMENTAL & ENGINEERING

HABITAT FOR HUMANITY
HABITAT AT McCLELLAN AVE. CONDOMINIUM
McCLELLAN AVENUE, MARQUETTE, MICHIGAN

DESCRIPTION	DATE
DRAFT SUBMITTAL	01/12/2026
DRAFT SUBMITTAL	12/12/2025
ISSUED	

DESIGNED:
DRAWN: JBS
CHECKED: SJB
APPROVED: SJB

TRIMEDIA JOB NUMBER: 2025-3190
SHEET TITLE: Cover Sheet
SHEET NUMBER: 1

P:\2025\2025-3190 Habitat for Humanity - Marquette Survey\Drawings\2025-3190 H4H McClellan Ave Condo.dwg

McCLELLAN MEADOWS CONDOMINIUM

MARQUETTE COUNTY CONDOMINIUM SUBDIVISION PLAN No. xx

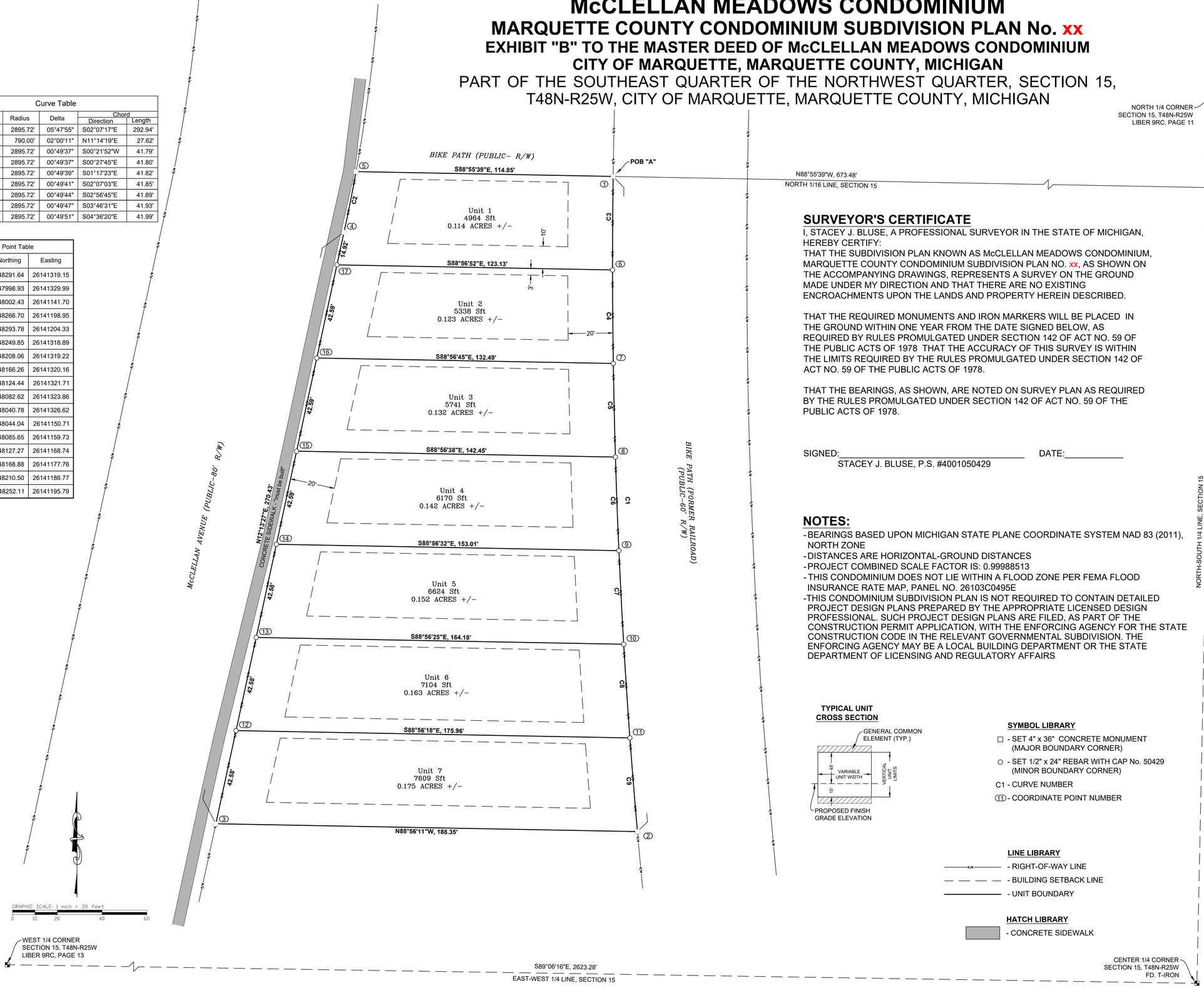
EXHIBIT "B" TO THE MASTER DEED OF McCLELLAN MEADOWS CONDOMINIUM

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 15, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

Curve Table					
Curve #	Length	Radius	Delta	Chord	
				Direction	Length
C1	293.06'	2895.72'	05°47'55"	S02°07'17"E	292.94'
C2	27.62'	790.00'	02°00'11"	N11°14'19"E	27.62'
C3	41.79'	2895.72'	00°49'37"	S00°21'52"W	41.79'
C4	41.80'	2895.72'	00°49'37"	S00°27'45"E	41.80'
C5	41.82'	2895.72'	00°49'39"	S01°17'23"E	41.82'
C6	41.85'	2895.72'	00°49'41"	S02°07'03"E	41.85'
C7	41.89'	2895.72'	00°49'44"	S02°56'45"E	41.89'
C8	41.93'	2895.72'	00°49'47"	S03°46'31"E	41.93'
C9	41.99'	2895.72'	00°49'51"	S04°36'20"E	41.99'

Point Table		
Point #	Northing	Easting
1	648291.64	26141319.15
2	647998.93	26141329.99
3	648002.43	26141141.70
4	648266.70	26141198.95
5	648293.78	26141204.33
6	648249.85	26141318.89
7	648208.06	26141319.22
8	648166.26	26141320.16
9	648124.44	26141321.71
10	648082.62	26141323.86
11	648040.78	26141326.62
12	648044.04	26141150.71
13	648085.65	26141159.73
14	648127.27	26141168.74
15	648168.88	26141177.76
16	648210.50	26141186.77
17	648252.11	26141195.79



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SIGNED:_____ DATE:_____
STACEY J. BLUSE, P.S. #4001050429

NOTES:

- BEARINGS BASED UPON MICHIGAN STATE PLANE COORDINATE SYSTEM NAD 83 (2011), NORTH ZONE
- DISTANCES ARE HORIZONTAL-GROUND DISTANCES
- PROJECT COMBINED SCALE FACTOR IS: 0.99988513
- THIS CONDOMINIUM DOES NOT LIE WITHIN A FLOOD ZONE PER FEMA FLOOD INSURANCE RATE MAP, PANEL NO. 26103C0495E
- THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

TYPICAL UNIT CROSS SECTION

SYMBOL LIBRARY

- □ - SET 4" x 36" CONCRETE MONUMENT (MAJOR BOUNDARY CORNER)
- ○ - SET 1/2" x 24" REBAR WITH CAP No. 50429 (MINOR BOUNDARY CORNER)
- C1 - CURVE NUMBER
- (11) - COORDINATE POINT NUMBER

LINE LIBRARY

- ℄ - RIGHT-OF-WAY LINE
- - BUILDING SETBACK LINE
- - UNIT BOUNDARY

HATCH LIBRARY

- CONCRETE SIDEWALK

TRIMEDIA ENVIRONMENTAL & ENGINEERING

HABITAT FOR HUMANITY
HABITAT AT McCLELLAN AVE. CONDOMINIUM
McCLELLAN AVENUE, MARQUETTE, MICHIGAN

DESCRIPTION	DATE
ISSUED	
DRAFT SUBMITTAL	01/12/2026
DRAFT SUBMITTAL	12/12/2025

DESIGNED:
DRAWN: JBS
CHECKED: SJB
APPROVED: SJB

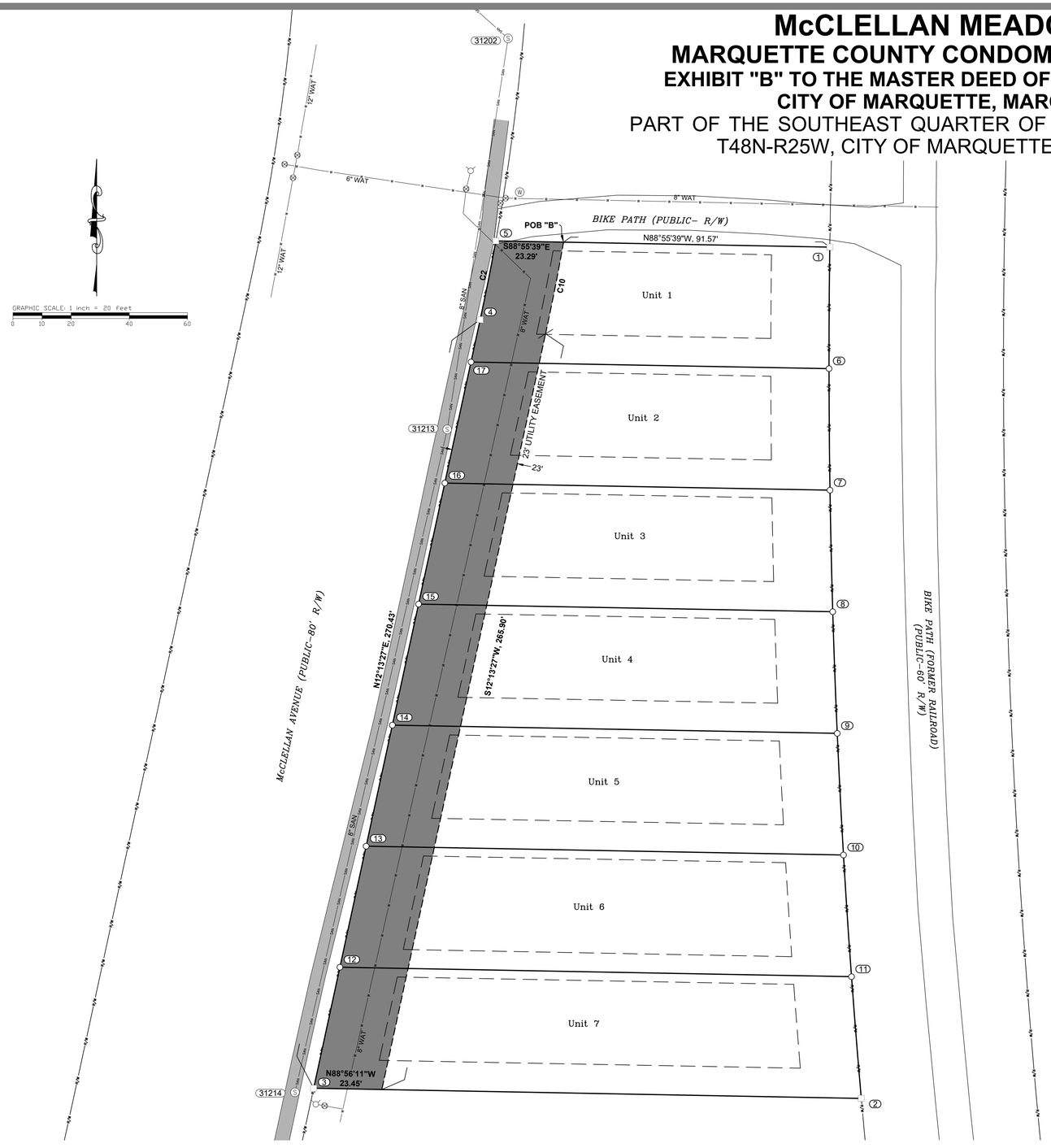
TRIMEDIA JOB NUMBER: 2025-3190

SHEET TITLE: Site & Survey Plan

SHEET NUMBER: 2

P:\2025\2025-3190 Habitat for Humanity - Marquette Survey\Drawings\2025-3190 H4H McClellan Ave Condo.dwg

McCLELLAN MEADOWS CONDOMINIUM
MARQUETTE COUNTY CONDOMINIUM SUBDIVISION PLAN No. xx
EXHIBIT "B" TO THE MASTER DEED OF McCLELLAN MEADOWS CONDOMINIUM
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 15, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C2	27.62'	790.00'	02°00'11"	N11°14'19"E	27.62'
C10	32.13'	813.00'	02°15'51"	S11°06'28"W	32.13'

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SYMBOL LIBRARY

- □ - SET 4" x 36" CONCRETE MONUMENT (MAJOR BOUNDARY CORNER)
- ○ - SET 1/2" x 24" REBAR WITH CAP No. 50429 (MINOR BOUNDARY CORNER)
- C1 - CURVE NUMBER
- (11) - COORDINATE POINT NUMBER
- Ⓢ - SANITARY MANHOLE
- Ⓦ - WATER MANHOLE
- ⊗ - WATER VALVE
- ♉ - HYDRANT

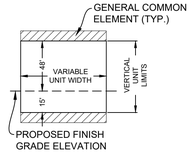
LINE LIBRARY

- R/W - RIGHT-OF-WAY LINE
- - BUILDING SETBACK LINE
- - UNIT BOUNDARY
- - EASEMENT LINE
- W W - WATERMAIN
- SAN SAN - SANITARY SEWER MAIN

HATCH LIBRARY

- CONCRETE SIDEWALK
- 23' WIDE UTILITY EASEMENT

TYPICAL UNIT CROSS SECTION



SCHEDULE OF SANITARY STRUCTURES								
STR No.	STR TYPE	RIM ELEV.	SIZE	TYPE	DIRECTION	DROP	INVERT ELEV.	COMMENTS
31202	SANITARY MANHOLE	679.39	8"	PVC	N42W	8.94	670.45	
			8"	PVC	S10W	8.62	670.77	
31213	SANITARY MANHOLE	680.79	8"	PVC	N10E	9.42	671.37	
			8"	PVC	S14W	9.37	671.42	
31214	SANITARY MANHOLE	682.26	8"	PVC	N19E	9.69	672.57	
			8"	PVC	S20W	9.76	672.50	

TRIMEDIA ENVIRONMENTAL & ENGINEERING

HABITAT FOR HUMANITY
HABITAT AT McCLELLAN AVE. CONDOMINIUM
McCLELLAN AVENUE, MARQUETTE, MICHIGAN

DESCRIPTION	DATE
ISSUED	
DRAFT SUBMITTAL	01/12/2026
DRAFT SUBMITTAL	12/12/2025

DESIGNED:
DRAWN: JBS
CHECKED: SJB
APPROVED: SJB

TRIMEDIA JOB NUMBER: 2025-3190

SHEET TITLE: Easement & Utility Plan

SHEET NUMBER: 3

P:\2025\2025-3190 Habitat for Humanity - Marquette Survey\Drawings\2025-3190 H4H McClellan Ave Condo.dwg

OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION
MARCH 24, 2026

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00p.m. on Tuesday, March 24, 2026, in the Commission Chambers at City Hall. This meeting is also available as a video recording on the City's website.

ROLL CALL

Planning Commission (PC) members present (7): M. Rayner, J. Guter, N. Vermaat, D. Fetter, J. Fitkin, S. Lawry, Vice-Chair A. Wilkinson
PC Members absent: Chair Kevin Clegg
Staff present: City Planner and Zoning Administrator D. Stensaas; Zoning Official A. Landers.

AGENDA

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

MINUTES

It was moved by M. Rayner, seconded by J. Fitkin, and carried 7-0 to approve the minutes of 03/03/26 with the corrections annotated by S. Lawry.

CONFLICT OF INTEREST

Nobody stated a conflict.

CITIZENS WISHING TO ADDRESS THE COMMISSION ON AGENDA ITEMS

Nobody provided comments.

NEW BUSINESS

A. 01-CSD-03-26 & 02-SPR-03-26 – McClellan Meadows Site Condominiums

A. Landers stated, while showing visuals of the referenced materials:

City staff has reviewed the proposed site condominium subdivision to be named McClellan Meadows, consisting of seven units located on McClellan Ave., and have provided comments regarding the case. Those comments are in the staff report, and the Land Development Code specifies a two-step review process. The Planning Commission will review the site condominium proposal and provide a recommendation to the City Commission, and then the City Commission will review it. In the agenda, you have the staff file review, including the site plan review application and the applicant's narrative regarding the site plan review items that were not in the set. See staff comments, their responses to staff comments, the area map with parcels outlined in blue, the block map with parcels outlined in blue, photos of the site, and then the site condominium proposal. Did the Planning Commission have any questions to the staff?

S. Lawry said that he had a procedural question for staff, and read from the Land Development Code "the Planning Commission shall consult with and receive a written response from the Planning Director, City Attorney, City Engineer and Zoning Administrator regarding the adequacy of the master deed, deed restrictions, utility systems and street, development layout and design."

A. Landers said that staff is working on a text amendment on that, which will be brought to the Planning

Commission soon, because in part H of that section, it states that they don't do the Master Deed until the City Commission approval. She talked to the City Attorney and she said that part H supersedes the first section.

S. Lawry said the utilities have all been installed ahead of time in this area, and is wondering why that happened, and asked why a different procedure was followed in this case.

A. Landers responded that the question should be addressed to the applicant.

Megan Hornbogen, representing the applicant, said that she is the President for Habitat for Humanity in Marquette County and also an architect for Barry Polzin's office. She said this project started with Habitat for Humanity acquiring property on Spring St. to build housing, but the Beacon House wanted that parcel and assisted Habitat in finding an another parcel for them. She related that a new parcel was found on McClellan Ave., but Habitat's stipulation for swapping parcels was "like for like", in that utilities had to be installed, as they were installed at the Spring St. parcel prior to ownership. She said the McClellan Ave. parcel has been split into parcel sizes allowed by zoning in the Mixed Use district to build some affordable housing in Marquette.

It was moved by S. Lawry, seconded by J. Guter, and carried 7-0 to suspend the rules for discussion.

A. Wilkinson began a review of relevant items covered in the Staff Report, reading the staff comments for items in Land Development Code section 54.503, beginning with item/subsection (E) and through item (N). He then began to read through the list of eleven Site Plan standards of review (section 54.1402(E)) and relevant staff comments from the Staff Report. The following comments were raised during this part of the review:

D. Fetter asked for clarification of the process and what the Planning Commission is being asked to do.

A. Landers said that this is an administrative review, a site plan review, and that it's now your opportunity to evaluate staff findings and make any comments that you may have on these items, and in your motion on the case, you will refer back to your review of these sections.

D. Stensaas said that this is a finding of facts process. He also said that the LDC process follows the State [site condominium] law, and that it basically requires the same process.

J. Fitkin said since it's not a construction proposal, a lot of the things aren't applicable or don't need a ton of review.

S. Lawry said even though utilities aren't part of this, he still had questions about utilities. He asked if they had been accepted as public utilities.

A. Landers said she didn't know if the City was still in the process of that.

S. Lawry didn't seem to think the utilities met City standards.

Ms. Hornbogen said North Country Surveying and Engineering had submitted the drawings and obtained permits from the City. The only City comment was to create an easement, so the water line was far enough away from the sanitary line. There was a 25' easement to accommodate the request at the front of the property.

S. Lawry said there is a high-pressure water main near the structures being built and asked whether that

was being taken into consideration, or if any precautionary measures were being taken to account for it in the design.

Ms. Hornbogen said the required structure setback the easement for the water lines are in the same area, and there will be at least ten feet (10') between the utilities and the homes, but the exact location of the houses will be determined later.

J. Guter asked staff about the recommended condition of approval in the model motion. Staff confirmed that it should be used in the motion.

It was moved by J. Guter, seconded by J. Fitkin, and carried 7-0 that after review of the site plan and the supplemental documentation dated 02-17-26, and the Staff Report for 02-SPR-03-26 & 01-CSD-03-26, the Planning Commission finds substantial compliance with the City of Marquette Land Development Code Section 54.1405 and Section 54.503 and hereby recommends that the City Commission approve 02-SPR-03-26 & 01-CSD-03-26 with the following condition that an amended plan is submitted to meet staff comments.

B. Presentation – Climate Action Plan Outline

Anna Tousley, introduced herself, saying that she is an NMU student and Rural Leadership Fellow, and this Climate Action Plan is her fellowship project. She said she will be an MPA student next year and is finishing her bachelor's degree in political science. She used slides and spoke to them, informing the Planning Commission that a climate action plan is a strategy document that sets goals and outlines a set of initiatives that reduce greenhouse gas emissions. She read the content of her slides, which were included in the published agenda, and summarized or paraphrased some of the content. She then asked if anyone had questions.

S. Lawry said the City has done several energy efficiency improvement projects in the past with Johnson Controls and their records would be a major source of historical information.

Ms. Tousley said she is using Johnson Controls, as well as City employees as resources.

J. Guter asked about the timeline for the project.

Ms. Tousley said that the goal is to have a final draft completed by December, which is the end of her fellowship term.

J. Fitkin asked Ms. Tousley about public engagement opportunities.

Ms. Tousley said there will be a survey, a steering committee, stakeholder sessions or open houses, and possibly public engagement "where people are" such as at people's employment. She said the plan would be a community plan, not her opinions, and represent what the community wants.

D. Stensaas said Anna asked him about the repealed Woodland Protection portion of the Land Development Code, and he explained a bit about that, and said that he hopes the Climate Action Plan can help us to create a tree canopy standard that would then make its way into the LDC and the City's tree ordinance for street trees and other public trees. He said that after the repeal, the Planning Commission

was eager to see us create a replacement to the section, but that it is a very problematic task, and he learned at the state planning conference a couple of years ago that no community in Michigan has been successful in creating a legally-defensible tree protection ordinance. He related that having a canopy standard seems to be the most likely way that we can accomplish tree protection.

Ms. Tousley said the recommendation would be part of the natural resources section of the Plan.

A. Wilkinson asked about the Tree City USA requirements.

Ms. Tousley said that she wasn't sure about the requirements, but that the City has maintained that status for 44 years.

S. Lawry said the responsibility was originally with the Parks Department, but it now falls to the City Arborist division of Public Works to maintain that. He said that the National Arbor Day Association standards require a tree committee, which we used to have as a standing committee. He said those responsibilities were later given to the Public Advisory Board, and now either the Planning Commission or the City Commission is listed as a qualifying tree board, to basically resolve any disputes over trees. He said that the standards are based on the community population and a certain level of tree planting. He said the standards can be found at the National Arbor Day foundation.

J. Fitkin asked if the scope of the project was going to be limited specifically to City of Marquette activities and operations, or can it branch into zoning.

Ms. Tousley said it will be based on what the City can do, but she can make recommendations for the Plan, such as updating the Land Development Code. She said that there are going to be actions that are for the government, and recommendations for the community.

D. Stensaas said that to keep expectations realistic, this Plan is going to be mainly about city operations, just like the County's climate plan is.

Ms. Tousley said that is based on jurisdiction and law.

D. Stensaas said and also the scope of what the City can manage and reasonably expect to accomplish.

Ms. Tousley said that she is still trying to figure out which buildings need to be included.

J. Fitkin thanked Ms. Tousley for her presentation.

CITIZENS WISHING TO ADDRESS THE COMMISSION ON NON-AGENDA ITEMS

Nobody provided comments.

OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION
MARCH 24, 2026

WORK SESSION ON REPORTS/PLANS/ORDINANCES

A. Land Development Code (LDC) Amendments

A. Landers presented the proposed addition of content to Article 54.611, sections (E) and (H). She also addressed proposed changes to Figures 6 and 7, to provide further clarification of yard and right-of-way areas on typical interior lots, corner lots, and through lots. She also presented proposed text additions to clarify definitions and meanings of three terms in Article 54.321, the G3 subdistrict of the Marquette Downtown Waterfront form-based code.

D. Stensaas presented proposed amendments to Article 54.1403(A), the standards for Special Land Use review, and to Article 54.1405, the standards for the review of Land Development Code text and Zoning map amendments.

The Planning Commission asked several questions and discussed these potential LDC changes for approximately forty minutes, and staff was asked to do some follow-up regarding the Conditional Rezoning Agreement requirements.

COMMISSION and STAFF COMMENTS

M. Rayner asked if staff knew how big, in square feet, the Habitat homes on McClellan Ave. are going to be. Staff replied that they aren't certain, but that the concept renderings show moderately sized homes.

S. Lawry said Habitat has four adjacent homes they constructed on Union St, and a pretty good idea of size can be gathered from them, as he thought they used a limited pattern book.

D. Fetter said she thought flowcharts would be beneficial for an applicant to see for the steps of the development processes. Also, she said that since Grammarly is being used, the comments function may be beneficial for us during our LDC amendment reviews by providing explanations for the proposed changes.

J. Guter asked if they were still going to re-word temporary wildlife fencing in the front yard, and if there had been any work done or a response from the City Manager regarding data centers. Staff replied "yes" regarding the fence text and "no" to the second question.

A. Landers said that there is a case that will be on the agenda for the April 7th meeting.

ADJOURNMENT

A. Wilkinson adjourned the meeting at 7:25 p.m.

Prepared by A. Cook, Administrative Assistant (transcription), and D. Stensaas, Planning Commission Staff Liaison (transcription and editing).