



City of Marquette, MI

Meeting Agenda City Commission

300 West Baraga Ave
Marquette, Michigan
49855

Monday, April 27, 2026

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)
Brian Shier to the Arts and Culture Advisory Committee for an unexpired term ending 06-01-27
2. Reappointment(s)
Nicole Bates to the Traffic-Parking Advisory Committee for a term ending 05-30-29

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

Public Hearing

3. Ordinance 26-03: Rezoning for 1308, 1400, and 1402 Division Street
- Roll Call Vote

Consent Agenda - Roll Call Vote

4. **Consent Items**
 - a. Minutes of the 04-13-26 City Commission regular meeting
 - b. Approve the total bills payable in the amount of \$684,355.03
 - c. Cultural Trailhead Technology Infrastructure
 - d. Ordinance 26-04: Noxious Weeds - Roll Call Vote

- e. Proclamation — Drinking Water Week
- f. Proclamation — Workers Memorial Day
- g. Social District Permit Application - Roll Call Vote
- h. Upper Peninsula Community Rowing Club - Facility Lease
- i. Upper Peninsula Community Rowing Club - Storage Lease
- j. Wright Street MDOT Local Agency Project Resolution Approval

New Business

- 5. Office Computer Lease
- 6. Sidewalk Repair and Replacement Project

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

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City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Public Hearing

Ordinance 26-03: Rezoning for 1308, 1400, and 1402 Division Street - Roll Call Vote

BACKGROUND:

The City received a request to rezone three parcels of land in S. Marquette (1308, 1400, 1402 Division Street) from Mixed-Use (MU) zoning districts to General Commercial zoning districts. On February 17, 2026, the Planning Commission conducted a public hearing and discussed the proposed rezoning, in accordance with procedures established in the Land Development Code for evaluating the merits of rezoning requests and the administrative procedures for processing such a request. The following motion was made:

It was moved by J. Guter, seconded by S. Lawry, and carried 7-0 that after conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 01-REZ-02-26, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code, Section 54.1405, and hereby recommends that the City Commission approve 01-REZ-02-26 for the following reasons:

1) the Master Plan and the Future Land Use Plan recognizes that this area has unique properties and provides a lot of flexibility; 2) that the general commercial zoning is included in the Master Plan for this area; 3) that it does not meet the criteria for spot zoning; 4) and that it serves a neighborhood and community need in our community.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt Ordinance 26-03 to rezone 1308, 1400 and 1402 Division Street from Mixed-Use zoning, to General Commercial zoning for the reasons articulated by, and pursuant to the recommendation of, the Planning Commission, and authorize the Mayor and City Clerk to sign the Ordinance.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. 021726.pc.minutes
2. 01-REZ-02-26 combined
3. 26-3 Rezoning

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A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00p.m. on Tuesday, February 17, 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 with the addition of the item of late correspondence received for the public hearing, item 1.A.

MINUTES

The minutes were approved by consent, as presented.

CONFLICT OF INTEREST

Nobody stated a conflict.

PUBLIC HEARINGS

**A. 01-REZ-02-26 – 1308, 1400, 1402 Division St. (PIN: 0040071, 0040190, 0020840).
Request to rezone parcels from Mixed-Use to General Commercial**

A. Wilkinson announced the public hearing and asked Staff to proceed with the Staff comments.

A. Landers stated:

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the properties located at 1308, 1400, and 1402 Division Street that are zoned Mixed-Use (M-U) to be zoned General Commercial (GC). She then explained the various attachments to the Staff report, and discussed the report while scrolling through it, showing it on the monitors in the room. She said that an item of correspondence was received after the agenda was posted, in opposition to the request, and read the letter aloud. She also said that the Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above properties is appropriate and meets Section 54.1405 Zoning Ordinance Amendment Procedures and make a recommendation to the City Commission.

A. Wilkinson asked if any of the members had questions for the Staff.

J. Guter asked if there were any options aside from voting to recommend approval or denial.

D. Stensaas and A. Landers both said there are no other options.

A. Wilkinson invited the applicant to provide testimony.

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Mr. Dave Hallinen, of 405 Meeske Ave., stated:

I am here representing JJAD Rentals and we would like to get it rezoned. It was general commercial at one time and we're hoping to get it back to that. 1308 Division is a storage lot. We did make an error putting up the hoop house that is there now. I thought because it wasn't a permanent structure we could do it. That was my fault. But a lot of the businesses down there are general commercial, I don't think it's an unusual request to try and get it back to that. So, I'm hoping we can work with the City on that, as far as getting that storage lot approved in whatever form that may be. Williams building, JJAD, Mares-Z-Doats, and Safelite, those are all commercial businesses. That puts that area and several other businesses, Silas, Carpenter's Union, Peace Pie Company, Code Electric, so there's a lot of commercial in that area as well as residential and there's a lot of rentals I believe. I'm just hoping that you can work with us and we can work with you all. Thank you.

There was no public testimony offered.

It was moved by J. Fitkin, seconded by J. Guter, and carried 7-0 to suspend the rules for discussion.

J. Guter stated:

A lot of the area within a block of this property is zoned general commercial, typically along the highway there. I know the Master Plan designates a lot of this area, well, the Master Plan doesn't really define the zoning per parcel, it's a general indication of what it's looking for, and I don't in my opinion, going to general commercial is not that big of stretch. If I look around at what's adjacent in that area and what the current uses are in that area, I guess I'm starting out to be inclined to approve the rezoning.

J. Fitkin stated:

I think it's important to recognize that we saw a conditional rezoning request recently for a property nearby to where this is, about a block and a half away. I don't know if I'm supposed to say this, but I'm surprised that there aren't more folks in the audience tonight. I appreciate that we have received some correspondence from the neighbors. I drove over to this spot today to look around. Remembering back to what a lot of the neighbors, the people who live in this area, had said the last time we looked through rezoning, a lot of the sentiment was that South Marquette is actively been trying to become more residential, more neighborhoodly, and that the last time we redid the Master Plan, that was why a lot of these parcels were zoned Mixed Use. It was pretty intentional to aid in South Marquette's evolution into a more neighborly area. Now, Mares-Z-Doats has been here for a long time. It's a really appreciated business in the community, and I'm not against them having storage there, but I do question if a rezoning to general commercial is the right way to go about it. I think there are other opportunities. I know we can't consider them tonight but I would maybe encourage us and the applicant to look at either a text amendment or add a special land use or a conditional rezoning to just add this to that property because I can't help but worry about if anything were to change in ownership of that property, what it could look like if it's zoned general commercial in the future.

S. Lawry stated:

As was mentioned, this is a long-established business. It's operated within the City's previous zoning for the property and serves the South Marquette area as well as a much larger geographic area. I believe it's the only pet supply store between Harvey and W. Washington Street. According to the Master Plan, we're trying to have businesses that minimize automobile trips. I think this meets the standard of the Master Plan. When the City changed the zoning in 2019, I don't believe it was with the intent of making existing businesses non-conforming or push them to other locations. It was to further promote the mix of residences and businesses that exist along Division Street. I wasn't here in 2019, but I was as we were developing that section of the Master Plan and I'm the one who proposed Mixed Use zoning for this area

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without realizing it would impose some hardships on the way existing businesses were operating. It was actually to allow for residences to remain there, but to allow for reuse of some of those existing buildings. Some of which I think have switched back and forth between residents and businesses a couple times. The Master Plan says that Division Street should have the look and feel of a village main street. Division Street dates back to the mid to late 1800's and still has much of the look and feel of the main street it was for South Marquette for over 150 years. I think this property was occupied by a sausage manufacturing plant for decades. When that plant closed, it left a large, difficult-to-reuse building that could have become a blight for the neighborhood and the City. The existing business put the property back into productive use without demolishing the existing buildings. I think it's important to work with them to find ways to allow them to continue to operate on the site in a manner that does not impose on their immediate neighbors anymore so than the other businesses that have operated along this corridor for 150 years. I don't know that rezoning is the best answer, but I think it's what we have to decide on tonight. Looking at the property, I don't think the temporary structure put up really contributes to the neighborhood. I'm sure some of the neighbors do have a problem with the visual effects of that. A more permanent building might solve the issues, but I don't know if the property owner is in a position to provide that at this point. Yes, alternate uses on the property could result if we change the zoning. It could result if people pursue rezoning in the future or a special land use or something as well. Just because we rezone it doesn't leave it wide open, I don't think, to some unacceptable uses of the property either. That's all I have right now, thank you.

D. Stensaas stated:

For some background, when Andrea and I first met with the Hallinens, to talk about what they could do to resolve the issue with the unauthorized buildings, where they did have an authorized storage lot, we thought about other options. There are problems with Conditional Rezoning for the one property, and these properties were under different business names, and now they're combined under the same business name. The 1308 lot was where the outdoor storage and parking were approved, and I'll let Andrea explain this, as she can explain a little better than I can. But there are a variety of problems that come up when you look at trying to rezone this single parcel, even conditionally.

A. Landers stated:

Basically, the 1308 parcel is tied to the Mares-Z-Doats parcel. They requested to add a parking lot in there and requested the outdoor storage to the Mares-Z-Doats parcel. They also can't have an accessory structure without having a main structure. So, it's all tied together. The 1308 here and the 1400 are tied together. But also looking through all my stuff, the 1402 [parcel] also contains storage from the Mares-Z-Doats parcel, so they're all tied together. The existing, legal non-conforming uses aren't really tied, so it makes sense they're applying for all three.

D. Stensaas thanked A. Landers and stated:

Another thing is that as a single parcel being rezoned, it does create a spot zone, even though it's conditional rezoning. You can kind of overlook spot zoning, you're kind of allowed to look past spot zoning [with conditional rezoning]. I think of it as more logical to have all three in one zone. As you go through the spot zoning considerations, I think you find it's not a spot zone when you look at three parcels. It is when you look at one. If it's conditional, you could overlook that, but there are problems with doing it as a single parcel because it's so tied into the other parcels. These [storage and parking] are accessory uses to the main uses, and those don't really stand up on their own as a parcel because the uses are accessory to the main retail business.

A. Wilkinson began discussing the Standards of Review in section 54.1405(D) of the Land Development Code. He said that item #1 is about consistency with the recommendations, goals, policies and objectives of the Master Plan.

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J. Guter stated:

Again, I would point to the fact that the Master Plan looks at this area as a whole geographic area with a lot of different zoning within it and it doesn't prohibit the idea of general commercial within this area. And I think there is general commercial zoning very close by. I don't think this activity is inconsistent with what the Master Plan is trying to accomplish here. That's my thoughts on it.

S. Lawry stated:

Just as I mentioned earlier, I think it meets the Master Plan goals of trying to provide a basic service to that neighborhood, which I'm sure is needed. Also, it is part of the mix for a main street that the Master Plan calls out for Division Street as well.

D. Fetter stated:

I have a question about an earlier comment saying that this is for the community. I can understand that Mares-Z-Doats is great for the location, but adding that extra parcel, which is the one that is bringing this here, is that actually supporting the community or is it supporting the business specifically?

S. Lawry stated:

I think it's a vital part of the way the business is operating right now. If they scaled way back on their product lines or something like that, I'm not sure they would be able to run a sustainable business on just the single parcel on the 1400 block. I realize that at some point, the business expanded from the 1400 block to over there. I don't recall when that happened, but as the Staff mentioned, they did go through and get permits to make that site compliant with the zoning ordinance in place at the time. They did not request the rules to be changed; the City just went ahead and changed them, on a large scale move that may not have even been brought to the direct attention of the property owners or the ventures. If they had objections at the time, they may not have been aware that they had an opportunity to raise them.

J. Guter stated:

We're looking at rezoning that parcel as well as the main Mares-Z-Doats building looking at it as one whole thing. We're not looking at that property by itself. So, I think that's the way to look at it.

D. Fetter stated:

I actually had a question for the City on this one. Why are all three parcels being reviewed at once? Is it just because they're within the same business or because they're all looking at each other?

A. Landers said:

What I stated earlier...is that the 1308 and the 1400 are tied together, and the 1402 has some of the outdoor storage tied to 1400 as well. Their uses are all tied together.

D. Fetter stated:

So if I had a business on separate lots tied together, I would have to do some of those things?

A. Landers stated:

If you wanted to rezone it, it would make sense to rezone it all together. You wouldn't rezone just one [parcel] and not do them all if they're all the same uses. Per the Staff report, they all have outdoor storage, so they're all legally non-conforming right now. They're all tied together.

The Planning Commission agreed by consensus that the standard was met.

A. Wilkinson asked if item #2, *Intent and Purpose of the Zoning Ordinance*, is met.

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J. Fitkin stated:

In reading the intent for the General Commercial zoning district, I feel it pretty well describes Mares-Z-Doats' use. So, in that case, I do think it's consistent with the intent of the zoning ordinance. But again, all the uses come along with zoning it General Commercial.

The Planning Commission agreed by consensus that the standard was met.

A. Wilkinson asked if item #3, the capability of the street system to accommodate this use, is met.

The Planning Commission agreed by consensus that the standard was met.

A. Wilkinson asked if item #4, the capacity of the City's utilities and services to accommodate the proposal, is met.

The Planning Commission agreed by consensus that the standard was met.

A. Wilkinson asked if item #5, *Changed Conditions*, since the zoning ordinance was adopted, or errors to the zoning ordinance, is met.

The Planning Commission agreed that no conditions had changed, that there was no error, and that the standard was met.

A. Wilkinson asked if item #6, *No Exclusionary Zoning*, is met.

The Planning Commission agreed by consensus that the standard was met, and it was noted that the Staff report stated that the proposal would not result in exclusionary rezoning.

A. Wilkinson asked if item #7, *Environmental Features*, is met. He said that City Staff says the zoning is generally compatible with the site's physical, geological, hydrological and other environmental features with the permitted uses in the proposed zoning.

The Planning Commission agreed by consensus that the standard was met.

A. Wilkinson asked if item #8, *Potential Land Uses and Impacts*, is met. He said that Staff comments say the proposed rezoning would allow all of the possible land uses for a general commercial zoning district. He said the Planning Commission must determine the compatibility of the proposal in this location.

J. Fitkin stated:

That's where I take a little bit of issue, because anything could happen in the future. I know and appreciate Mares-Z-Doats as a business, and I hope that their use of those parcels would never change, but we have to know they could. I would just caution us to be reverting a neighborhood back to past uses when it's been intentionally moving towards more residential uses.

D. Stensaas said that he would like to point out that you can look back at the page that shows the permitted principal and the special uses for GC [zoning]. He also said that special uses have a much more intense process, but it's worth thinking about, if any of those uses really conflict in that area. He said a lot of them already exist in that area.

J. Guter stated:

In my review of the permitted principal uses, I did not see anything that really seemed incompatible with that area, other than perhaps large-scale equipment sales and display, which typically you would need a

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larger area for. It seemed to me that most of these activities were already going on in that area. We're not introducing anything new. Some of the special land uses could pose more concerns, but I don't think we'd be out of line if we were to approve this or recommend approval.

The Planning Commission agreed by consensus that the standard was met.

A. Wilkinson asked if item #9, *Relationship to Surrounding Zoning Districts and Compliance with the Proposed District*, is met. He said that City Staff report that parcels to the west and south are in the Medium Density, and parcels to the east and north are Mixed Use, and that the LDC requires a buffer between commercial and non-commercial uses. He read the rest of the comment from the Staff Report: "These parcels would be considered existing legal non-conforming for not meeting 10-ft. wide landscape buffer requirements..." and "The Existing structures at 1400 and 1402 have been in place for many decades and do not meet side and rear setbacks...which is legally non-conforming..." and "This would not change if the request is approved, as the setbacks would not conform with the proposed GC zoning district and likewise would..." legally not conform.

S. Lawry said that he had a question for Staff about the way some of the outdoor storage is handled at present. He asked if there is any record of neighborhood complaints about rodents or anything that might be attracted to the types of materials that are stored outside?

A. Landers stated:

Enforcement has been entered in the computer system since 2004 and no cases have been reported since then.

D. Stensaas said if this is approved, these outdoor structures, the new temporary structures, would need to be brought into compliance with the setbacks.

Steve Lawry asked:

At present, it's not just the fabric building that is out of compliance; the shipping containers are as well?

D. Stensaas said that's right.

A. Landers said that they have to supply a zoning compliance permit and show that they are in compliance.

S. Lawry asked a clarifying question:

At this point, non-compliance is based on the lack of a permit and possibly the setbacks, and not types of structures, or size of structures, or anything else that you're aware of?

D. Stensaas said that it's possible that there could be a height issue. I'm not sure, but don't think so.

D. Fetter stated:

Along those lines, that would also include garbage enclosures and things like that, which would then have to be built to what's being used on that site?

A. Landers said that if any garbage enclosure was new, it would have to be, but anything existing remains non-conforming.

The Planning Commission agreed by consensus that the standard was met.

A. Wilkinson asked if item #10, *Alternative Zoning Districts*, is met. He also said that the Staff Report says this is to be determined by the Planning Commission, and that the Future Land Use Plan provides

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guidance for development within each place, while recognizing that each property is unique and thus offers flexibility for new designations and zoning districts.

S. Lawry stated:

I wonder if Staff could refresh us on why form-based zoning was considered inappropriate for Division Street.

D. Stensaas said that the form-based zoning attempted to make the Division Street corridor more like North Third Street or downtown. He related that the fenestration requirements, as seen in the Waterfront district, are an example of how that code didn't fit the area. He said that the Courtyard's building is a good example of that, on the corner of Genesee and Champion Street. He explained that when that building was remodeled, the owners had to comply with the form-based code's fenestration requirements, which are for quite extensive openings in buildings. He said it became a beautiful building when it was completed, but those requirements were not welcomed, and that level of requirement met a lot of resistance, and the owners had to get variances. He said that Mares-Z-Doats also dealt with the unwelcome requirements for their parking lot screening. He said that there is a lot of commercial use in that area and that it was sort of asking too much, and we came to an agreement as Staff that with the number of variance requests we had, and the comments we got from different business owners and potential developers, was that those standards were not well-suited for that area. He also said that we were looking at places all around town to add mixed-use districts where it seemed to make sense, and he thought that there was general agreement on the Planning Commission, too, that the form-based districts were appropriate for North Third Street, and the part of downtown that's on the waterfront...but they weren't working well for South Marquette. He said that we need to periodically evaluate whether the districts we have are working for the people that live in them, do business there, and for the rest of the community, and that he thought it was the right decision [to rezone the area], but that not all the choices that we made were correct.

S. Lawry said that in reality, the form-based code is more suited to building new structures and buildings than it is to the reuse of some very old buildings that we don't advocate being torn down. Thank you.

The Planning Commission agreed by consensus that the standard was met.

A. Wilkinson asked if item #11, rezoning preferable to text amendment where appropriate, is met. He said that the Staff comment says a text amendment to add outdoor storage uses permitted in the Mixed-Use zoning district would affect all Mixed-Use districts.

N. Vermaat asked:

When the Mixed-Use district was developed, why was outdoor storage not added as a permitted or special land use?

A. Landers said that it's the same reason why, during the last text amendments, that indoor storage was not [added], that self-storage facilities were not [added] – because they [the Planning Commission] felt that it was more industrial, and they didn't want [that in] the Mixed-Use [districts] because the idea was between commercial and residential, they wanted it more of that type of feel.

J. Guter stated:

I go back to some other previous comments, that if we amend the Mixed-Use zoning district to include outdoor storage, we are sort of opening a can of worms in lots of other areas without really understanding all the implications. I don't think that would be a good approach in this instance.

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S. Lawry stated:

We designated Mixed-Use in areas that already had a lot of residential construction, with the idea that the existing homes would be converted into small businesses. They would use the small residential lots to provide neighborhood businesses. And I could foresee a lot of problems if we allowed outdoor storage on everything that is currently zoned Mixed-Use. In this neighborhood, this is not the only outdoor storage. There is considerable outdoor storage, but it's zoned General Commercial, right around the corner from here. There may be others down there as well. Thank you.

The Planning Commission agreed by consensus that the standard was met.

A. Wilkinson asked if item #12, *Isolated or Incompatible Zone Prohibited*, is met. He read the Staff Report comment saying that "The Planning Commission will need to determine if the proposed zoning would create an isolated or incompatible zone."

J. Fitkin stated:

Just noting that there is not General Commercial directly adjacent to any of these parcels, which is something that we considered in our last rezoning request and something that I think is important to consider now. It is in the neighborhood, but it's not directly adjacent.

J. Guter stated:

That's correct, it's not immediately adjacent, but it's within a block away. It's very close by. It doesn't seem to me that this would be a completely isolated activity within that area [and] incompatible with what's adjacent.

S. Lawry stated:

I think in hindsight, perhaps the parcel that the Silas Automotive currently occupies should have been left as General Commercial as well, then it would be an abutting property. As Commissioner Guter was pointing out, he didn't think it was an area for large equipment sales. That's what that building previously was, it was a large truck dealership. I've asked before, and we can't change the scope of a rezoning request to include some other properties that we think should be part of it. So, I wouldn't recommend that at this point, but like I said, I think in hindsight it's still an automotive repair business (inaudible) zoning district, but it probably should have been left as general commercial.

D. Fetter posed a question to City Staff. She asked whether, after an area is rezoned in accordance with the Community Master Plan, existing businesses that were legally operating prior to the change can continue under the previous zoning classification until there is a significant change, such as a new use or a transfer of ownership. And, if it was General Commercial before, why did it change to Mixed-Use when the property owners didn't change, and the business didn't change? How did it change to something else?

A. Landers stated:

If it was, it would have been General Business before. General Commercial was a new zoning district. The Planning Commission did a city-wide thing where they...decided what areas might be Mixed-Use, and this was one of the areas that was chosen. And that was just the exercise that was done.

D. Stensaas stated:

I think the logic behind that is if this property were to change to another type of use, you would want it to change to something that's maybe partly residential, partly commercial, or all residential. Those would be compatible uses in that area, rather than a more intense use. But this is basically the continuation of existing uses. I realize you could have some possibly more intense uses in the future with the General Commercial, but as you've said, those uses do exist in this area, so it's not anything that would be drastically different from what's existing.

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D. Fetter stated:

My thought is why couldn't it just stay as it was until it exchanged hands to something else, then (inaudible) changed hands?

A. Landers said that Mixed-Use was a completely new zoning district, and the South Marquette Form-Based Code wasn't a mixed-use code. So, when they were changing these different areas, they were trying to sprinkle more mixed-use [districts] around the city. And this corridor was chosen to be part of it.

D. Fetter stated:

I understand, but I'm concerned about the businesses that are already there that are now going through this process. Why had it changed without any known reason for it, outside of long-term planning?

D. Stensaas stated:

It could have been done better. We could have done better with our rezoning recommendations in that area. That's the bottom line to your question. We could have done better, but we didn't. We did what we did.

S. Lawry stated:

I agree with that. I think we tried to go through, basically parcel by parcel, and try to determine what was the correct zoning, but we also didn't want to create spot zoning by creating alternate zoning districts from one parcel to the next. We tried to make it fit the proposed zoning along the corridors and the neighborhoods. I think that our best try to find the one that we already identified that would best apply to that neighborhood. When you're taking a mixed neighborhood, as Division Street is, as old as it was, and long established, it's hard to find the new zoning district that is just the right one to cover everything.

D. Fetter stated:

My concern is we open up the general commercial, then no longer is it considered spot zoning if somebody in the future wants to also rezone in this area.

D. Stensaas said that this brings up the need to evaluate the spot zoning characteristics related to the request to ensure that approval would not create a spot zone. He said that he handed out another sheet that explains spot zoning a bit better than the item included in the agenda packet, and he referenced the document. He also said that all four characteristics mentioned must be met for the proposal to be considered a spot zone.

A. Wilkinson asked for comments on the four spot zone standards that need to be met [for a rezoning to become an illegal spot zone]: small in size, inconsistent uses, special benefit, and contrary to the Master Plan.

S. Lawry stated:

Even though it says there is no dimensional determination as to what's small in size, I don't feel that three parcels or a whole block and part of the next one constitutes small in this context, so I don't think it meets that one. I don't think it's contrary to our Master Plan in that it says we're supposed to be trying to create a mix of businesses and residences along that street. There are others in the neighborhood that benefit from outdoor storage, that are under different zoning. Other properties could also qualify to rezone if they feel they have a need for outdoor storage, so I don't think it meets all four of these.

J. Guter said he agrees with S. Lawry, that this does not meet all criteria for a spot zone. He said it's a fairly large parcel, a block plus, and it is not inconsistent with the area uses around there, and it seems to meet the intent of the Master Plan and the Future Land Use Plan.

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A. Wilkinson asked if everyone agrees that this does not meet the standards of a spot rezone. He then acknowledged that all members agreed, and asked if anyone wished to make a motion.

It was moved by J. Guter, seconded by S. Lawry, and carried 7-0 that after conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 01-REZ-02-26, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code, Section 54.1405, and hereby recommends that the City Commission approve 01-REZ-02-26 for the following reasons: 1) the Master Plan and the Future Land Use Plan recognizes that this area has unique properties and provides a lot of flexibility; 2) that the general commercial zoning is included in the Master Plan for this area; 3) that it does not meet the criteria for spot zoning; 4) and that it serves a neighborhood and community need in our community.

CITIZENS WISHING TO ADDRESS THE COMMISSION ON AGENDA ITEMS

Nobody wished to comment.

CITIZENS WISHING TO ADDRESS THE COMMISSION ON NON-AGENDA ITEMS

Nobody wished to comment.

TRAINING

A. Article – No Joke, Improv Helps Build Better Communities, Planning (APA), Winter 2026

A. Wilkinson asked if anyone has thoughts or comments on the article.

D. Fetter said it is a good comparison: how improv helps you think quickly, pay attention to what is being said and who is speaking, before you think about a reply. She said it was eye-opening to see that comparison, because you would think it's something completely different.

A. Wilkinson said he has had times in other communities, in planning meetings or open houses, and a lot of times I'm thinking about what I'm going to say when people are done talking, and realistically, you should shut up and try to focus on what they're saying. He said it was a good read and thanked the staff for including it.

WORK SESSION ON REPORTS/PLANS/ORDINANCES

A. Land Development Code (LDC) Amendments

D. Stensaas handed out the draft material staff has created for amendments to LDC section 54.320, and explained the purpose of the effort, which is to provide further clarity in the text and helpful drawings that show how the boundaries of riparian areas are located and measured, for each of the three types of boundaries that exist – wetlands, waterways, and the shoreline of Lake Superior. He said that the City's hydrology engineer developed the drawings and that she is very familiar with the federal rules around these issues, and that she created the drawings so that it's easy for someone using this part of the code to see what we're referencing in the code and how things are measured. He said they are adding the boundary of the FEMA flood zone to the text of section (E), adding the drawing as Figure 9, and add the word "steep slopes" to the first column of Figure 10, the existing Figure 9, to clarify that those are all steep slopes.

OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION
FEBRUARY 17, 2026

N. Vermaat said he sees EGLE referenced in the wetland drawing, and asked if a reference to EGLE should be placed in the code text as well.

A. Landers said that she just checked [Article 2] and that EGLE is included in the *wetlands* definition.

COMMISSION and STAFF COMMENTS

J. Guter said that he attended a webinar with staff yesterday, about data centers. He said it was interesting and it talked a lot about what is happening in communities and the issues that we can address, and after going through that these buildings are quite as scary as they're sometimes made out to be. The biggest thing is they are large. The three biggest takeaways I got are that they do impact water usage, they do draw a lot of power, and that noise is a major factor. He said water and electricity are out of our control, but noise is something that we could impact through zoning.

D. Fetter wished everyone a happy Lunar New Year and said that the discussion was good today.

N. Vermaat asked if a recording of the data center webinar is available. A. Landers said that she will test the link that she just got today and would send it to the commission if it opens in the test.

S. Lawry said he would just point out that for the rezoning we recommended tonight, it doesn't mean that everything is fine down there, as they do have to meet the standards of the General Commercial district if it is approved, and they have a lot of steps to do to meet the standards. He also said that after the last meeting he told the Assistant City Engineer that they might consider updates to the street cross sections in the Master Plan, as it occurred to him after looking at the plans for the Wilson St. multi-use path, that we could accommodate more snow storage and more paths around time if we don't always follow the tradition of placing the road centerlines on the center of the right-of-way all the time. And our adopted cross-sections show that convention, but if we are really going to give other modes of transportation their fair share of the right-of-way, we should stop centering everything on automobiles. I understand that staff is going to look into that to see if it is a feasible option, to provide better balance.

A. Wilkinson said that he appreciates everyone's grace tonight and will be glad for Kevin to be back. He also said that, with the storm coming, he wants to mention that the City should try to expand its sidewalk plowing because many people don't venture out of the house after a storm hits.

D. Stensaas said that he hopes that we can circulate the webinar on data centers, and that one takeaway he had is that we don't necessarily want to create a zoning category for just data centers, but instead for high-impact industrial use category to cover a lot of similar uses. He said that staff has a lot of work to do in relation to that. He said good job and thanked everyone.

A. Landers said that, regarding data centers, the first state-level report on them just came out, so we are at the front of line in looking into the related issues.

ADJOURNMENT

Vice-Chair A. Wilkinson adjourned the meeting at 7:15 p.m.

David Stensaas

Prepared by A. Cook, Administrative Assistant (transcription), and D. Stensaas, Planning Commission Staff Liaison (transcription and editing).



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: February 11, 2026
SUBJECT: 01-REZ-02-26 – 1308, 1400, 1402 Division St. (PIN: 0040071, 0040190, 0020840)

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the properties located at 1308, 1400, and 1402 Division Street that are zoned **Mixed-Use (M-U)** to be zoned **General Commercial (GC)**.

Please see the attached STAFF REPORT/ANALYSIS for more specific information regarding the application.

RECOMMENDED ACTION:

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above properties is appropriate and meets Section 54.1405 Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

It is also highly recommended that any motion approving the amended plan include the following or similar language:

After conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 01-REZ-02-26, the Planning Commission finds that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 01-REZ-02-26 (as presented / for the following reasons / with the following conditions).



STAFF FILE REVIEW/ANALYSIS

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

- Case #:** 01-REZ-02-26
- Date:** February 6, 2026
- Project/Application:** Rezoning request from Mixed-Use (M-U) to be General Commercial (GC).
- Location:** 1308, 1400, 1402 Division St.
- Parcel ID:** 0020840, 0040071, 0040190
- Available Utilities:** Natural Gas, Electricity, City Water, City Sewer, and Garbage Collection.
- Current Zoning:** M-U – Mixed-Use
- Surrounding Zoning:** North: M-U – Mixed-Use
South: MDR – Medium Density Residential
East: M-U – Mixed-Use
West: MDR – Medium Density Residential

Zoning Districts and Standards:

Current Zoning

Section 54.311 M-U, Mixed-Use District

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

STAFF FILE REVIEW/ANALYSIS

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| (B) Permitted Principal Uses | (C) Special Land Uses |
|--|--|
| <ul style="list-style-type: none"> • 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) • 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) | <ul style="list-style-type: none"> • 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 • 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.

STAFF FILE REVIEW/ANALYSIS

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| (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. | | | |

Section 54.403 Footnotes to Schedule of Regulations

- (C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC, and MFR Districts.** In the MDR, M-U, TSC, and MFR District, the minimum lot area for a two-family dwelling (duplexes) is 6,000 sq. feet.
- (D) Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC, and MFR Districts.** In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a two-family dwelling (duplex) is 50 feet.
- (E) Minimum Lot Area and Width for Three Family and Four Family Dwellings in the M-U, TSC, and MFR Districts.**
- (1) In the MDR, M-U, TSC, and the MFR District, the minimum lot area for a three-family and four family dwellings is 9,000 sq. feet.
 - (2) In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a three-family and four family dwellings is 75 feet.
- (F) Minimum Front Yard Setback in the M-U and GC Districts.** In the M-U and GC districts, the minimum front yard setback is 0 ft. if there is at least a 10-foot distance between the front lot line and the curb/edge of the street. If there is not at least a 10-foot distance between the front lot line and the curb/edge of the street in these districts, the minimum front yard setback shall be increased accordingly so that the minimum separation distance between a structure and the curb/edge of the street is at least ten (10) feet.
- (G) Maximum Front Yard Parking in the M-U and GC Districts.** Although there are no maximum front yard setbacks in the M-U and GC districts, refer to [Article 9](#) for the maximum allowable parking in the front yard of the M-U ([Section 54.902\(E\)\(3\)](#)) and GC ([Section 54.902\(E\)\(4\)](#)) districts.
- (I) Reduced Side Yard Setbacks in the M-U, CBD, and GC Districts.** In the M-U, CBD, and GC districts the side yards may be eliminated under the following conditions:
- (1) The side walls are of fireproof construction and are wholly without opening.
 - (2) The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.

(J) Modified Rear Yard Setbacks in the M-U and CBD Districts. In the M-U and CBD districts the required rear yard may be measured from the center of an alley abutting the rear lot line, provided the structure is not located in the alley.

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

(N) Height Exceptions and Increased Setbacks for Principal Buildings in the MFR and M-U Districts. If the subject lot is adjacent to a lot zoned LDR, MDR, C, or CR, any portion of the building higher than 36.5 feet must be setback at least 8 feet from a minimum front yard setback line and at least 10 feet from any other minimum yard setback line. The maximum height allowed is 48 feet.

(Q) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use. Items attached to a building such as chimneys, weather vanes, lightning arrestors, etc. may be exempt as well.

(S) Storm Water Management.

(1) For Single-family and Two-family dwelling units:

(a) **Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts, and single-family and two-family dwelling units in other zoning districts:** The maximum impervious surface coverage of a lot in the LDR and MDR Districts, and single-family and two-family uses in all other zoning districts shall be based on the lot areas as follows:

Figure 31. Maximum Impervious Surface Coverage for one and two-family dwelling units

| Maximum Impervious Surface Coverage Based on Lot Area |
|---|
| 60% of the lot area up to 8,712 sq. ft. (1/5 acre or less); |
| 50% of the area of the lot between 8,713 sq. ft. and 21,780 sq. ft. (1/2 acre); |
| 40% of the area of the lot between 21,781 sq. ft. and 43,560 sq. ft. (1 acre); |
| 30% of the area of the lot over 1 acre |

(2) For all uses except Single-family and Two-family dwelling units, please refer to [Section 54.803](#) Storm Water Management.

(3) Rain gutters and downspouts may be required on new/reconstructed buildings to prevent stormwater runoff to adjoining private properties. They shall be installed where the finished grade will slope down from the closest wall of the new/reconstructed building to the adjoining property, with flow from the downspout directed to into the same property (e.g. into a rain barrel, a French drain, or to a transverse conduit leading to a location where stormwater will percolate into the original property).

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

STAFF FILE REVIEW/ANALYSIS

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(U) Corner Lots. Corner lots will have a reduced rear yard setback, to match that of the largest required side yard setback dimension for the zoning district that is necessary to meet the total of two sides requirement for that zoning district. For example, if the total (2-side) side yard setback requirement is 13 feet per [Sec. 54.402](#), and the smallest side yard setback must be at least 5 ft. (as in MDR districts), then the *rear yard dimension for a corner lot* will be the difference between 13 ft. and the calculated dimension for the actual smallest side yard setback – which would be 8 ft. if the smallest side yard setback from the main structure is calculated to be 5 feet (Note: It is important to note that should the existing structure's side yard setback be less than 5 feet, that side yard will still be designated as the minimum setback at 5 feet.)

(V) Height Exceptions and Increased Setbacks for Principal Buildings. For principal buildings, the height may be increased above 31.5 feet to a maximum of 44 feet provided that 0.25 foot for lot widths under 75 feet and 0.50 foot for lot widths 75 feet or greater shall be added to all of the minimum yard setbacks for each 1 foot that the building exceeds 31.5 feet in height.

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

- (1) Intent.** It is the intent of this section to provide landscaped buffer yards, or greenbelts, for the purpose of buffering negative impacts of, and conflicts between, different land uses.
- (2) Greenbelt Location Requirements.** All greenbelts will be created in the existing side and/or rear yards of the property where development has been proposed and approved for zoning compliance. When located adjacent to a residential use, park or public multi-use path, the following land uses (per [section 54.306](#)) must provide a landscaped buffer on their property:
 - (a)** *Multiple-Family Residential dwellings with >5 units, Mobile Home Park, Nursing Home and Convalescent Home uses, Extended Care and Assisted Living Facilities.*
 - (b)** *Industrial Uses (except Light Manufacturing – Low Impact uses).*
 - (c)** *Lodging, Commercial, and Retail uses (except the following uses Indoor Retail Business, Child/Day Care Center, and Service Establishments).*
 - (d)** *Public and Quasi-Public Uses and Medical Uses.*
 - (e)** *Other Uses with the exception of Accessory Buildings or Structures, Accessory Use, Non-Single Family Residential Lots, Minor Food Production uses, Small Wind Energy Systems-Roof Mounted, Solar Energy Systems <20Kw-Accessory Use.*
 - (f)** Any twenty-four (24) hour non-residential use of property.

Proposed Zoning

Section 54.313 GC, General Commercial District

| (A) Intent |
|--|
| <p>The GC district is intended to provide suitable areas for businesses that cater to both the local and regional market. Uses include offices, retail and wholesale businesses, services, light manufacturing, comparison shopping and land intensive establishments, which may be located so as to utilize a common parking area, or may provide their own parking separately. The GC district also serves as a transition between the urban development character of the CBD and the suburban character of the RC district.</p> |

| (B) Permitted Principal Uses | (C) Special Land Uses |
|---|---|
| <ul style="list-style-type: none"> • Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots • Bar • Child Care Center or Day Care Center • Drive-Through Uses • Emergency Services • Farmers' Markets • Food Production, Minor • Fuel Dispensing Uses, including Service Stations • Health Services • Heavy Vehicle/Equipment Sales, Rental, and Display • Hospice • Hotel or Motel • Indoor Recreation • Light Vehicle/Equipment Sales and Display • Manufacturing, Light – Low Impact • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or Uses • Office, Medical • Office, Professional • Outdoor Alcoholic Beverage Service • Outdoor Entertainment and Community Events (Temporary Use) • 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 • Restaurant with Outdoor Alcoholic Beverage Service • Retail Business, Indoor • Retail Sales and Service Areas, Outdoor Temporary • Service Establishment • Shooting Range, Indoor • Small Wind Energy Systems, Roof-Mounted • Solar Energy Systems, <20kw- Accessory Use • Storage, Open/Outdoor • Vehicle Repair and Service • Veterinary Clinic (Domestic Animals Only) • Wholesale Trade Establishment | <ul style="list-style-type: none"> • Hospital • Hostel • Manufacturing, Light– Medium Impact • Marihuana Designated Consumption Establishment • Marihuana Educational Research • Marihuana Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C • Marihuana Grower – Excess • Marihuana Microbusiness Class A and Light Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • Marihuana Secure Transporters • Off-street Parking Lot • Outdoor Entertainment and Community Events (Principal & Accessory Use) • Pet Boarding Facility • Recreational Use, Public • Retail Business, Outdoor Permanent • Rooming House • Small Wind Energy Systems, Tower-Mounted • Solar Energy Systems, ≥20kw to 2 MW - Accessory Use • Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential) • Storage Facility, Self • Storage Facility, Self- Accessory Use • Storage, Indoor • Storage, Indoor – Accessory Use • Warehousing • Wireless Telecommunications Facilities |

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

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

54.403 Footnotes to Schedule of Regulations

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

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

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

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

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

(Q) Height Exemptions. There shall be no height restriction on chimneys, flagpoles, public monuments, and wireless telecommunications facilities except when they are part of a special land use. Items attached to a building such as chimneys, weather vanes, lightning arrestors, etc. may be exempt as well.

(S) Storm Water Management.

- (1)**For Single-family and Two-family dwelling units:
 - (a) Maximum Impervious Surface Coverage of a Lot in the LDR and MDR Districts, and single-family and two-family dwelling units in other zoning districts:** The maximum impervious surface coverage of a lot in the LDR and MDR Districts, and single-family and two-family uses in all other zoning districts shall be based on the lot areas as follows:

Figure 31. Maximum Impervious Surface Coverage for one and two-family dwelling units

| |
|--|
| Maximum Impervious Surface Coverage Based on Lot Area |
| 60% of the lot area up to 8,712 sq. ft. (1/5 acre or less); |

| |
|---|
| 50% of the area of the lot between 8,713 sq. ft. and 21,780 sq. ft. (1/2 acre); |
| 40% of the area of the lot between 21,781 sq. ft. and 43,560 sq. ft. (1 acre); |
| 30% of the area of the lot over 1 acre |

- (2) For all uses except Single-family and Two-family dwelling units, please refer to [Section 54.803](#) Storm Water Management.
- (3) Rain gutters and downspouts may be required on new/reconstructed buildings to prevent stormwater runoff to adjoining private properties. They shall be installed where the finished grade will slope down from the closest wall of the new/reconstructed building to the adjoining property, with flow from the downspout directed to into the same property (e.g. into a rain barrel, a French drain, or to a transverse conduit leading to a location where stormwater will percolate into the original property).

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

(U) Corner Lots. Corner lots will have a reduced rear yard setback, to match that of the largest required side yard setback dimension for the zoning district that is necessary to meet the total of two sides requirement for that zoning district. For example, if the total (2-side) side yard setback requirement is 13 feet per [Sec. 54.402](#), and the smallest side yard setback must be at least 5 ft. (as in MDR districts), then the *rear yard dimension for a corner lot* will be the difference between 13 ft. and the calculated dimension for the actual smallest side yard setback – which would be 8 ft. if the smallest side yard setback from the main structure is calculated to be 5 feet (Note: It is important to note that should the existing structure's side yard setback be less than 5 feet, that side yard will still be designated as the minimum setback at 5 feet.)

(V) Height Exceptions and Increased Setbacks for Principal Buildings. For principal buildings, the height may be increased above 31.5 feet to a maximum of 44 feet provided that 0.25 foot for lot widths under 75 feet and 0.50 foot for lot widths 75 feet or greater shall be added to all of the minimum yard setbacks for each 1 foot that the building exceeds 31.5 feet in height.

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

- (1) **Intent.** It is the intent of this section to provide landscaped buffer yards, or greenbelts, for the purpose of buffering negative impacts of, and conflicts between, different land uses.
- (2) **Greenbelt Location Requirements.** All greenbelts will be created in the existing side and/or rear yards of the property where development has been proposed and approved for zoning compliance. When located adjacent to a residential use, park or public multi-use path, the following land uses (per [section 54.306](#)) must provide a landscaped buffer on their property:
 - (a) *Multiple-Family Residential dwellings with >5 units, Mobile Home Park, Nursing Home and Convalescent Home uses, Extended Care and Assisted Living Facilities.*
 - (b) *Industrial Uses (except Light Manufacturing – Low Impact uses).*

- (c) *Lodging, Commercial, and Retail uses (except the following uses Indoor Retail Business, Child/Day Care Center, and Service Establishments).*
- (d) *Public and Quasi-Public Uses and Medical Uses.*
- (e) *Other Uses with the exception of Accessory Buildings or Structures, Accessory Use, Non-Single Family Residential Lots, Minor Food Production uses, Small Wind Energy Systems-Roof Mounted, Solar Energy Systems <20Kw-Accessory Use.*
- (f) Any twenty-four (24) hour non-residential use of property.

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

Section 54.1405 Zoning Ordinance Amendment Procedures

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

Application accepted.

(C) Amendment Review Procedures.

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

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, February 17, 2026.

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

the City Commission.

The Planning Commission is being asked to make a recommendation at their meeting on February 17, 2026.

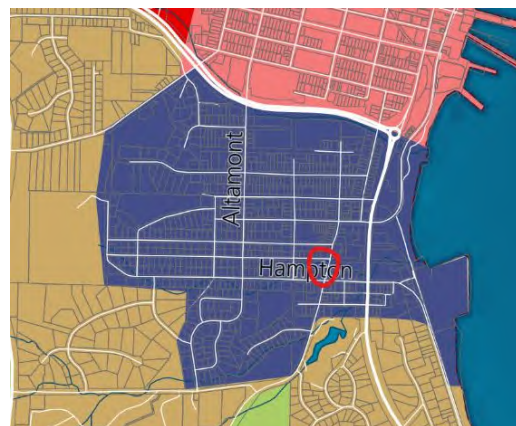
- (3) City Commission Consideration of the Proposed Amendment. The City Commission, upon recommendation from the Planning Commission, shall either schedule a public hearing or deny the petition. This hearing shall be advertised in accordance with [Section 54.1406](#). If determined to be necessary, the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

To be determined by the Planning Commission.

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

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

This property is within the *South Marquette Neighborhood* place type on the *Place Types/Land Use Typologies* map in the *Future Land Use Plan* within the Community Master Plan (CMP, adopted in 2024). The General Commercial (GC) zoning classification is one of the “applicable zoning districts” listed for the *South Marquette* typology.



The Future Land Use Plan describes the *South Marquette Neighborhood* and lists its *defining elements* on pages 20-21 of the CMP, recognizing that multiple land uses and housing densities occur here, and that the development scale is small to medium, with a pedestrian-friendly grid street network. It also states that Division St. will have the look and feel of a village main street.

The Future Land Use Plan (FLUP) provides a flexible approach to planning and zoning, rather than a rigid, parcel-by-parcel mandate that transfers from land use recommendations to zoning. Zoning district boundaries are not prescribed by the FLUP, and in this framework, consideration of the overarching vision for the neighborhood and place type is always important in evaluating rezoning proposals.

The Planning Commission must review the FLUP for the *South Marquette Neighborhood* typology, other relevant text of the Community Master Plan, and the attachment titled *Rezoning Considerations for Planning Commissions*, and hold a public hearing for community input before determining whether to recommend approval of the proposed rezoning.

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

Please see above - "Zoning District and Standards".

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

Division Street is classified as an "Minor Arterial" per the Community Master Plan (see p.74), therefore vehicular traffic volumes are moderate.

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

There are no problems anticipated.

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

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

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

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

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

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

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

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

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

The parcels to the west and south are in Medium Density Residential (MDR) zoning, and the parcels to the east and north are Mixed-Use (M-U).

The Land Development Code requires a buffer between commercial and non-commercial land uses for any new commercial development. These parcels abut a residential use and would be considered "legally non-conforming" due to not meeting the 10-ft. landscape buffer requirements for their outdoor storage and retail use.

The existing structures at 1400 and 1402 Division Street have been in place for many decades and do not meet the side and rear setbacks for the existing MU zoning, which is a legally non-conforming element of the site. This would not change if the request is approved, as the setbacks would not conform within the proposed GC zoning district and would likewise be legally non-conforming.

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

To be determined by the Planning Commission. As stated above, the Future Land Use Plan provides guidance for development within each place type, while recognizing that each property is unique and thus offers flexibility for the designation of zoning districts.

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

A text amendment to add outdoor storage uses permitted in the M-U zoning district would affect all M-U districts. TBD.

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

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

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

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

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

Additional Comments:

The Planning Commission should consider the applicant's request, the information provided in this analysis, public testimony, and then make a motion to provide a recommendation to the City Commission.

These three parcels were previously regulated under the South MQT Form-Based Code, under which one parcel received approval for a parking lot and outdoor storage area, and the other two parcels had an existing, approved outdoor storage use. In 2019, the South MQT Form-Based Code was replaced with traditional zoning districts, and these parcels were designated as Mixed Use, which made the outdoor storage uses legally non-conforming, as outdoor storage is not a permitted use in the M-U zoning district. In 2025, the property owner constructed a large hangar-type structure that does not comply with the current code.

The owner was unaware that expansion of the non-conforming outdoor storage use, by the placement of storage buildings on 1308 Division St., was not legally allowable. The property owner subsequently met with staff to discuss options for bringing the site into compliance. Applying for rezoning is one available option and, if approved, would bring the site into conformance. If the rezoning request is not approved, alternatives will be discussed with the property owner.

Attachments:

1. Application
2. Area Map
3. Block Map
4. Area Zoning Map
5. Photos
6. Publication Notice
7. Place type map
8. *Rezoning Information for Planning Commissions* document

PRINT

CITY OF MARQUETTE REZONING APPLICATION



| | | |
|-----------------------|--|--------------------------------|
| 0040190 0020840 | CITY STAFF USE | |
| Parcel ID#: 0040071 | File #: 01-REZ-02-26 | Date: 12-22-25 |
| Hearing Date: 2-17-26 | Application Deadline (including all support material): 1-20-26 | |
| Receipt #: 537406 | Check #: 1006 | Received by and date: 12-17-25 |

FEE \$1,375 (We can only accept Cash or Check (written to the City of Marquette))

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

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

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

Please review the attached excerpt from the Land Development Code.

APPLICANT CONTACT INFORMATION

| |
|---|
| PROPERTY OWNER |
| Name: JJAD RENTALS LLC |
| Address: 1400 DIVISION ST. |
| City, State, Zip: MARQUETTE MI 49855 |
| **APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING** |

| |
|---|
| APPLICANT/OWNERS REPRESENTATIVE |
| Name: DAVID HALLINEN |
| Address: 425 MEESKE AVE. |
| City, State, Zip: MARQUETTE MI 49855 |
| **APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING** |

PRE-APPLICATION CONFERENCE

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

PHASING OF APPLICATION

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

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

0040190
0020840

PROPERTY INFORMATION

Property Address: 1400 Division St
1402 Division St
1308 DIVISION ST. Property Identification Number: 0040071

Size of property (frontage / depth / sq. ft. or acres): 1308 - 0.254 AC, 1400 - 0.584 AC, 1402 - 0.531

Surrounding Zoning Districts: North ^{MU} MIXED USE East ^{MU} MIXED USE South ^{MOR} MED. RESIDENTIAL West ^{MOR} MED. RESIDENTIAL

Legal Description:

1308 Division St - CRAIG'S ADD., LOT-8 EXC. THE N. 28' OF THE W. 15' AND ALL OF LOT-9

1400 Division St - LEANDER C PALMER'S RE-PLAT OF LOT 16 OF CRAIG'S ADDITION THE S 30' OF LOT 6 & LOTS 7 THRU 13

1402 Division St - JOHN & WM. BURT'S ADD., LOTS-124 THRU 126

PROPOSAL

Current Zoning District: MIXED USE Proposed Zoning District: GENERAL COMMERCIAL

Please note: If proposing a Rezoning with Conditions, please attach a separate sheet(s) with your proposed Conditional Rezoning Agreement that meets the Land Development Code Section 54.1405(H)(1).

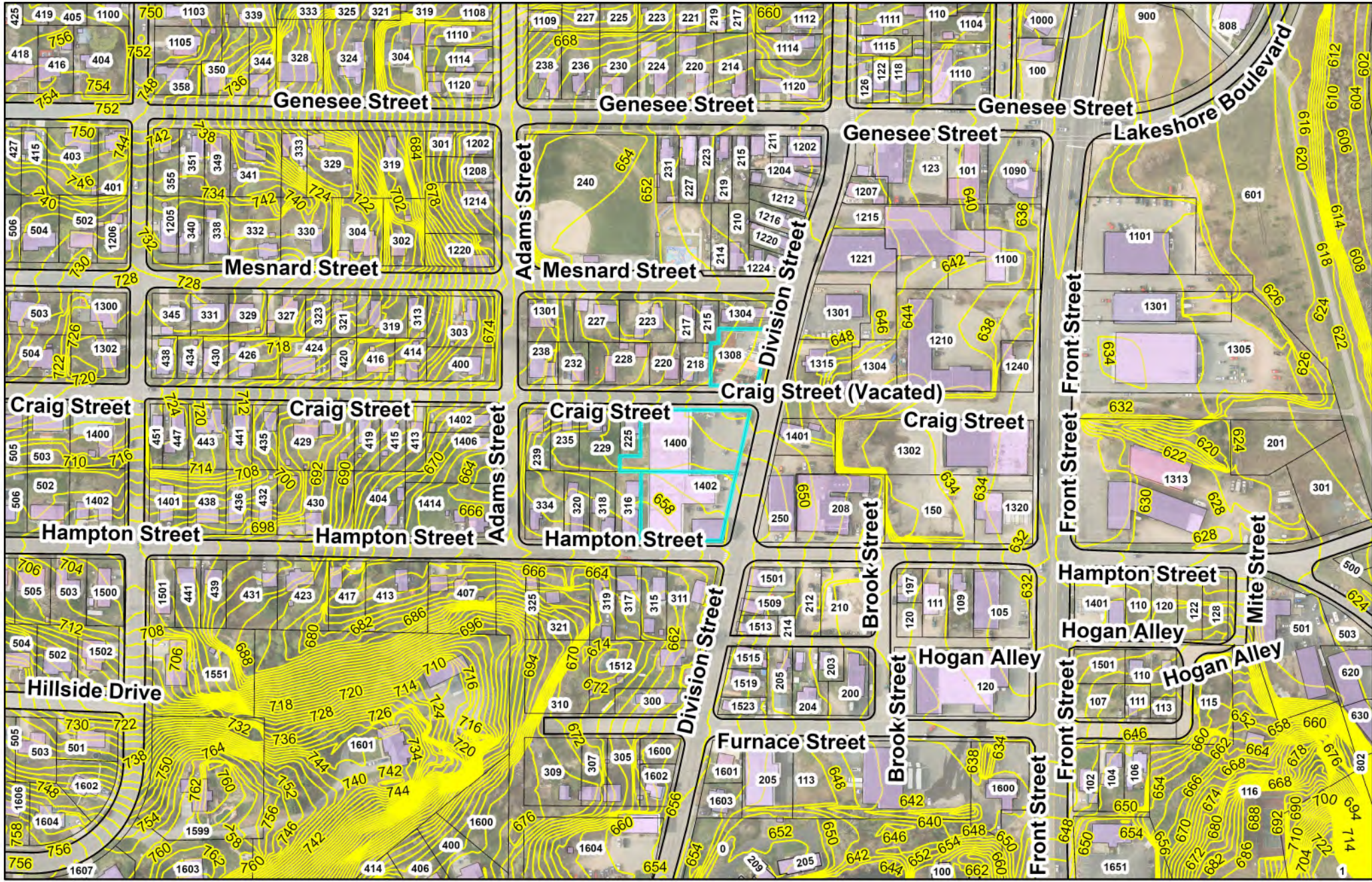
SIGNATURE

I hereby certify the following:

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

Property Owner Signature: David Hallinan Date: 12/17/25

01-REZ-02-26 Area Map



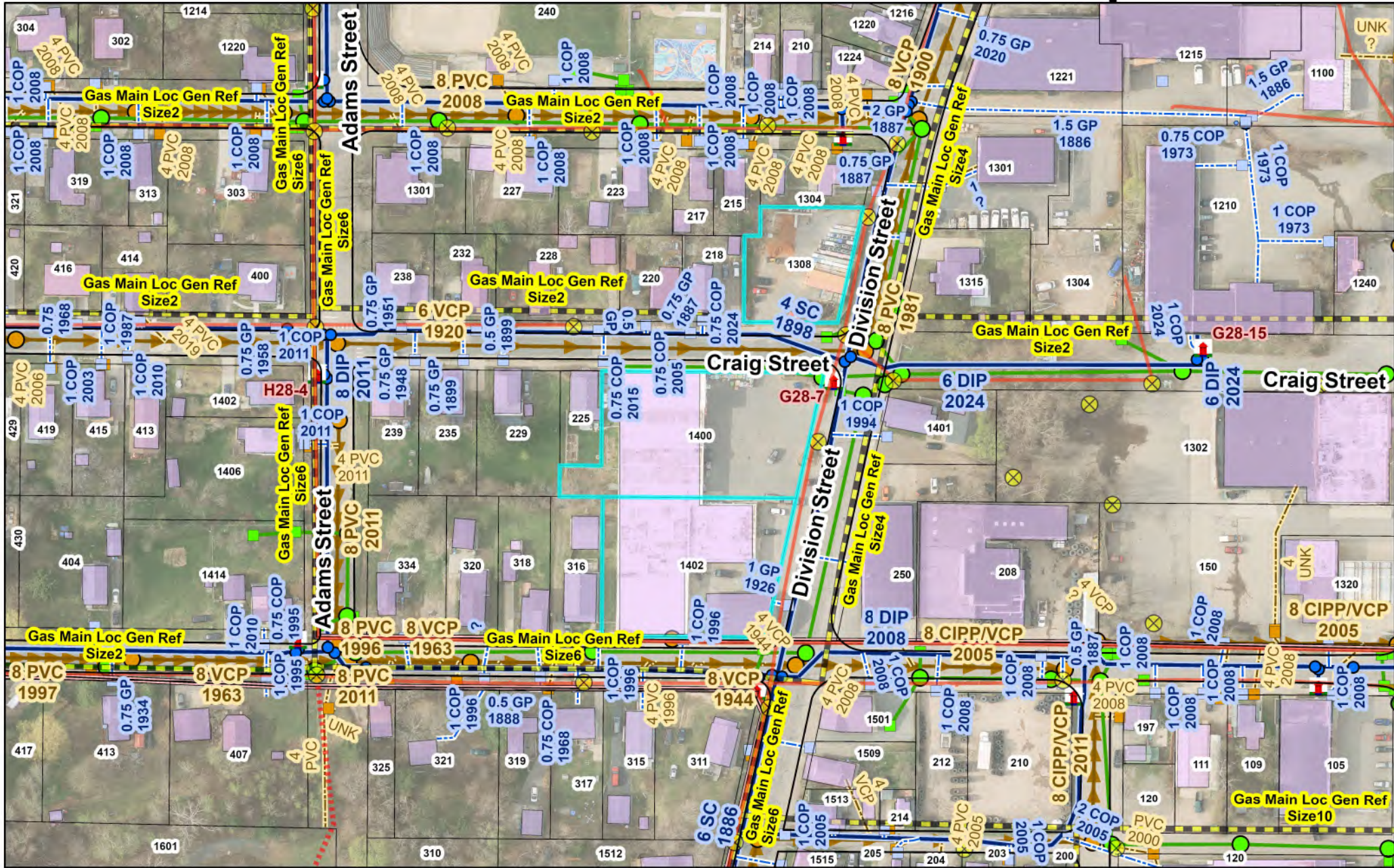
↑


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 field survey. The information contained herein does not constitute information that may be obtained by consulting the appropriate official records. It is never to be used as the basis for any damages, direct or consequential, from the use of the information.

1 inch equals 250 feet

- Parcels_Address Number Labels
- Building Footprints
- Streets
- Contours2FT_From_200

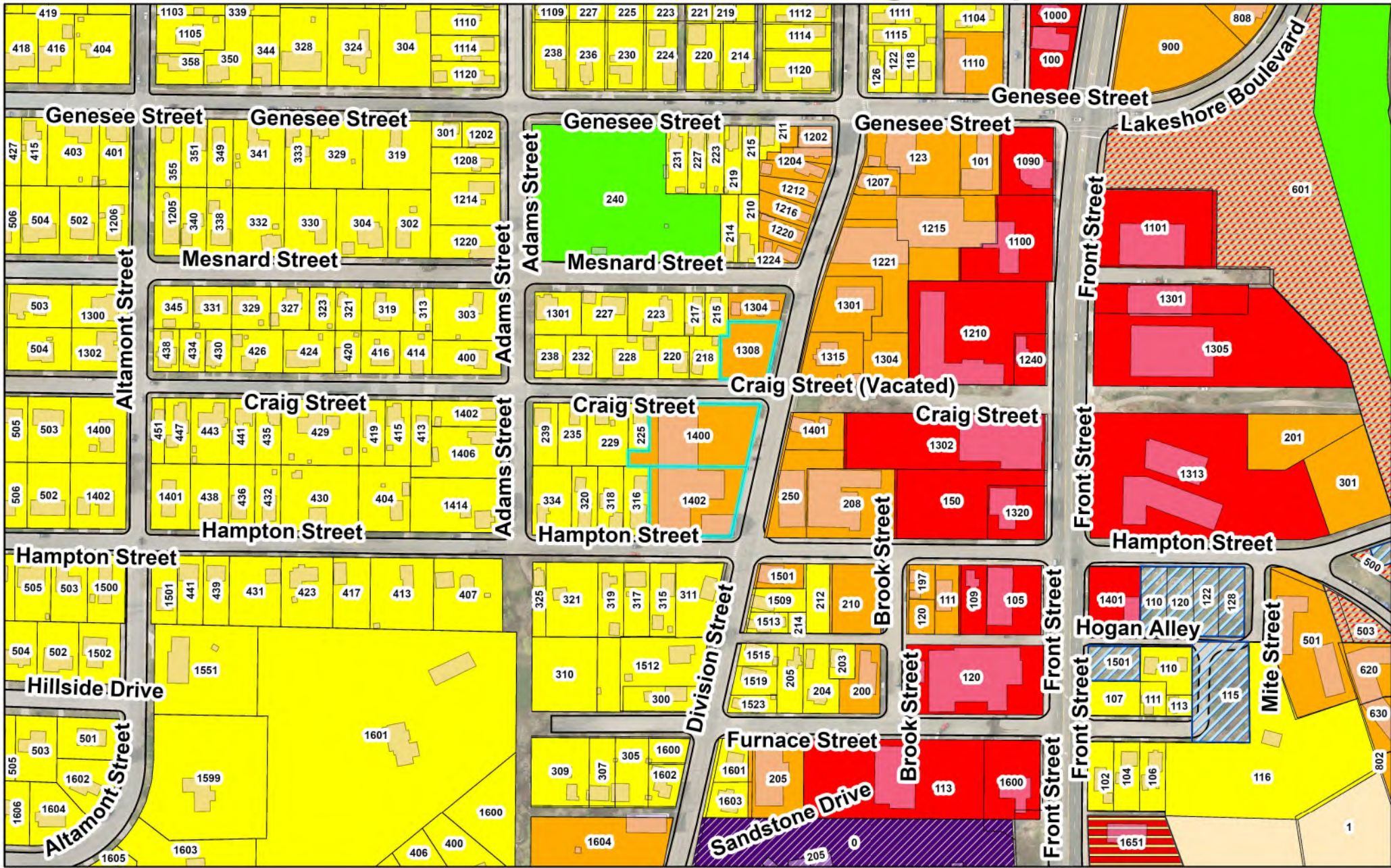
01-REZ-02-26 Block Map





 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 herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Menasha be liable for any damages, direct or consequential, from the use of the information.
 1 inch equals 125 feet

- | | | | | | | |
|---|--|---|--|--|--|---|
| <ul style="list-style-type: none"> Parcels_Address Number Labels Building Footprints Streets BLP Streetlights | <ul style="list-style-type: none"> Overhead Underground Natural_Gas_GPMS_Pipe (General Ref) Semco_Gas_Mains_2017 (General Ref) | <ul style="list-style-type: none"> FiberLines Fire Hydrants WaterShutOff Water Valves & Gates Water Lateral Lines | <ul style="list-style-type: none"> Watermains Water Structures Storm Manholes Storm Catch Basins swCulverts_Inlets_Outlet Storm Pipes swTreatmentUnits Sewer_Lift_Stations | <ul style="list-style-type: none"> SewerCleanOuts Sewer System Valves Sewer Manholes Sewer Lateral Lines | <ul style="list-style-type: none"> Sewer Pressurized Mains Sewer Gravity Mains NORTH SOUTH | <ul style="list-style-type: none"> WEST |
|---|--|---|--|--|--|---|

01-REZ-02-26 Zoning 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 on-site land survey. The information contained herein does not replace information that may be obtained by consulting the information's official source. In no event shall the City of Marquette be liable for any damages, direct or consequential, from the use of the information.

1 inch equals 250 feet

- | | | | | | | |
|--|---|--|--|---|--|--|
|  Parcels_Address Number Labels |  Low Density Residential with Conditional Rezoning |  Multiple Family Residential |  General Commercial with Conditional Rezoning |  Downtown Marquette Waterfront (FBC*) |  Planned Unit Development |  Conservation and Recreation |
|  Building Footprints |  Medium Density Residential |  Mobile Home Park |  Regional Commercial |  Mixed-Use |  Industrial/ Manufacturing |  Civic |
|  Low Density Residential | |  Central Business District |  Third Street Corridor (FBC*) |  Mixed Use with Conditional Rezoning |  Municipal |  Board of Light & Power |
| | |  General Commercial | | | |  Streets |









Area held by Houthi rebels

CAIRO (AP) — The United Nations food agency is shutting down its operations in the northern, rebel-held part of Yemen, following restrictions imposed by the rebels have escaped their crackdown in recent months, forcibly

Over the last few years, the Houthis have cracked down on the U.N. in their areas of control, detaining dozens of U.N. staffers as well as workers for non-governmental and civil society groups, and staffers of diplomatic missions. The rebels have escaped their crackdown in recent months, forcibly

THE MINING JOURNAL
FRIDAY, JANUARY 30, 2026

GOOD ADVICE

A5

The first lady has said that she got the idea for the documentary after her husband won the 2024 election and that it will give viewers a rare, behind-the-scenes look at her life.

She said the film will show what it takes to step into the high-profile role as she juggles being a businessperson, a wife and a mother, as well as the coordinator of her family's move back to the Execu-

'My new film, 'Melania,'



AP photo

First lady Melania Trump signs the book on the floor of the New York Stock Exchange before ringing the opening bell on Wednesday.

Forsyth township zoning board of appeals on February 18, 2026, at 6:00P.M. at the Gwinn Clubhouse, 165 N. Maple Street, Forsyth Township, Marquette County, Michigan.

18-25 Scott & Virginia Nyquist, Parcel Number 52-05-127-028-00, 131 E. Johnson Lake Rd., Gwinn, MI, is requesting a Variance and a Class A designation on a non-conforming lot.

1-26 Sands Plains Properties LLC, Parcel Number 52-05-126-006-00, Rice Lake Road, Gwinn, MI, is requesting a Variance on a conforming lot to allow multi-family housing.

Anyone wishing to give testimony will be given an opportunity to be heard. Written testimony will be accepted at the Forsyth Township Office during regular business hours or by mail (P.O. Box 1360, Gwinn) until the date of the hearing.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act), MCLA 41.72a (2) (3) and the Americans with Disabilities Act (ADA).

The Forsyth Township Board will provide necessary reasonable auxiliary aids, and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting or public hearing upon 10 days' notice to the Township Board.

Crystal Carter
Zoning Administrator

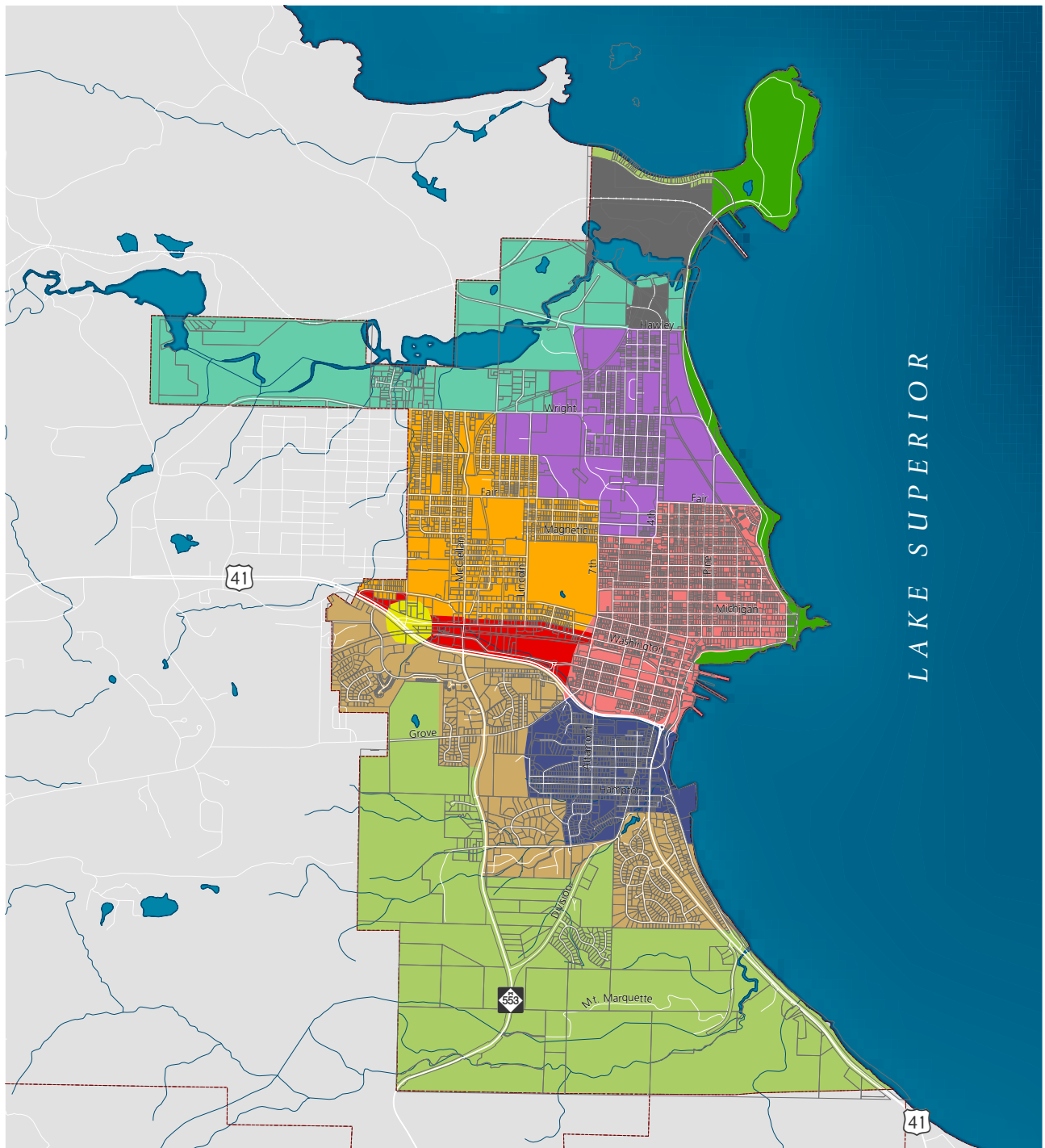
PUBLIC HEARING NOTICE MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing for the following: **01-REZ-02-26 - 1308, 1400, 1402 Division St. (PIN: 0040071, 0040190, 0020840): JJAD Rentals LLC is requesting to rezone the properties located at 1308, 1400, and 1402 Division Street that are zoned Mixed-Use (M-U) to be zoned General Commercial.**

The public hearing for this request will be at 6:00 P.M. on Tuesday, February 17, 2026, in the Commission Chambers at City Hall, 300 W. Baraga Ave. If you wish to comment on this matter you may do so at that time. Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov. Written submissions will be accepted until 12:00 p.m. on February 17, 2026.

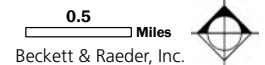
Materials pertaining to the request is available for review at the Community Development Department's office at the Municipal Service Center during 7:30 a.m. to 4:30 p.m., Monday through Friday. Otherwise, you can request to have the materials e-mailed to you by e-mailing alanders@marquettemi.gov. You can also view the Land Development Code on our website at www.marquettemi.gov. If you have a disability and require assistance to participate, please provide advance notice.

Andrea Landers, Zoning Official, 225-8383



Place Types / Land Use Typologies

Sources: Michigan Open Data Portal, City of Marquette



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

Rezoning

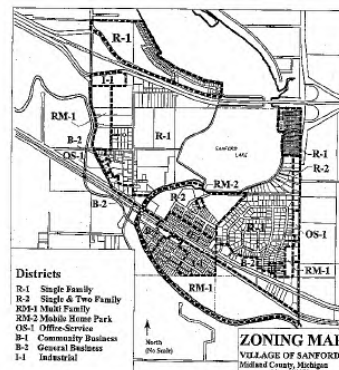
- The main question that must be answered when considering a rezoning is: *“Is that an appropriate location for that zone?”*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific land use is proposed then an additional question must also be answered: *“Are the uses permitted in the existing zone reasonable?”*
- Failing to follow notice requirements may result in a Court invalidating the amendment.

20

Rezoning Factors to Consider

RE: Question One (previous page)

- Would rezoning be consistent with other zones and land uses in the area?
- Is the proposed rezoning consistent with the trend of development in that area?
- Are uses in the proposed zone equally or better suited to the area than the current uses?
- Is the proposed rezoning consistent with both the policies and uses proposed for that area in the master plan?



21

Rezoning Factors to Consider

RE: Question Two (previous page)

- Is the proposed use compatible with uses in the existing district? If so, would it be more appropriate to amend the text of the ordinance to add the proposed use to the existing district as a use permitted by right, or by special permit, or by planned unit development than to rezone?
- Is another district, different than the one requested, more appropriate in this location?

22

SPOT ZONING



Characteristics

- Typically a single parcel zoned for uses that are quite dissimilar from the zoning of lands around it.
- Typically small in area.
- Typically grants a right to use land that is not enjoyed by similarly situated adjacent parcels.
- Most important, it is typically inconsistent with the future land use plan and the policies of the master plan.

Result

- Typically ruled invalid if challenged in court.

23

ORDINANCE #26-03
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 54 – ZONING, BY CHANGING THE ZONING
DESIGNATION OF 1308, 1400 and 1402 DIVISION STREET

The City of Marquette Ordains:

SECTION 1. Zoning Designation

The zoning of the property located at 1308, 1400 and 1402 Division Street is hereby changed from Mixed-Use (MU) zoning districts to General Commercial (GC) zoning districts.

SECTION 2. Map Revision.

This change shall be shown on the Marquette City Zoning Map.

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: _____

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Minutes of the 04-13-26 City Commission regular meeting

BACKGROUND:

FISCAL EFFECT:

RECOMMENDATION:

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. 04-13-26.cc.minutes



City of Marquette, MI

Meeting Minutes City Commission

300 West Baraga Ave
Marquette, Michigan
49855

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

Call to Order, Pledge of Allegiance and Roll Call

Mayor Pro Tem Ottaway called the meeting to order at 06:00 PM.

Present: Sally Davis, Michael Larson, Cody Mayer, Cary Gottlieb, Jessica Hanley, Jermey Ottaway

Absent: Paul Schloegel

Jessica Hanley moved to Excuse Mayor Paul Schloegel for personal reasons, seconded by Cary Gottlieb. The motion carried unanimously.

Approval of the Agenda

Michael Larson moved to approve the agenda as written, seconded by Cody Mayer. The motion carried unanimously.

Announcements

Mayor Pro Tem Ottaway had no announcements.

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

Three residents commented about ongoing concerns with the condition and maintenance of rental properties in the city, lease terms and landlord interactions, and the cost of housing, and expressed concern about the broader local rental market. They noted impacts on community health and workforce retention and urged the City to consider mechanisms to protect tenants.

Angela Palomaki regarding her concerns with the proposed parking structure and hotel development adjacent to her dental practice, touching on concerns with parking and construction impacts.

Margaret Brumm commented on the same development project, and stated that the project as currently proposed differs significantly from the original plan.

Presentation(s)

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

Peter White Public Library Director Andrea Ingmire provided an annual overview of library activities, highlighting operations, services, and strategic priorities. She said staff have intentionally reduced overall holdings to ensure relevance, and said circulation trends reflect a national shift, with physical circulation slightly down and digital usage increasing. She emphasized a strong demand for digital resources, particularly e-audiobooks, and noted the implementation of a usage cap on the Hoopla platform to manage rising costs.

Ingmire said program attendance has been strong, and she highlighted initiatives such as the summer reading program and a partnership with Feeding America, and discussed ongoing digitization efforts in partnership with NMU's UPLINK program; this program includes historical publications such as the *Mining Journal* and Polk directories, with additional projects underway.

She shared information about minor facility improvements and she highlighted the importance of financial stability, reporting that the library's endowment is healthy level. She said the library is beginning a new strategic planning process for 2026–2029.

Public Hearings

2. Vault Brownfield Plan Amendment - Roll Call Vote

Mayor Pro Tem Ottaway opened the public hearing.

Mary Myers, representing the Lake Superior Community Partnership, spoke in support of the plan amendment, stating that the plan has evolved due to site and financial realities, but said it remains aligned with broader goals of economic development, job creation, and downtown revitalization.

Ann Gerou, representing InvestUP, spoke in support of the proposed amendment.

Sheryl Feldman spoke in opposition to the project, expressing concern about potential obstruction of views, particularly of nearby businesses and Lake Superior. She said she doesn't mind change, but questioned whether projected economic benefits would materialize locally, based on past experience.

Curtis Monroe, said he owned of the Vierling/United Trades building and that he supported the project.

Maryann Noonan said she had moved to Marquette recently and spoke in support of development generally, emphasizing the importance of revitalizing downtown and reducing vacant or underutilized properties. She expressed a desire to see the city continue to grow and thrive.

Angela Palomaki reiterated her concern that the amendment represents a reduced public benefit compared to the original 2021 proposal, and asked the Commission to reconsider whether the amended plan still justifies Brownfield funding.

Margaret Brumm said she opposed this amendment, and that the project has

significantly changed from what was originally presented. She said she believes the current proposal represents a fundamentally different project and urged the Commission to reconsider or delay action.

Geraldine Nault spoke in opposition to the amendment, citing frustration with continued use of tax increment financing.

Luke Salvatore said he moved to Marquette recently, and spoke in support of the project, emphasizing the importance of continued development, investment, and downtown vitality.

With no one else looking to speak, Mayor Pro Tem Ottaway closed the public hearing.

Jessica Hanley moved to approve the amended Vault Marquette Brownfield Plan, and approve the attached resolution, seconded by Michael Larson.

Discussion ensued, with commissioners focusing on the changes from the original plan, particularly the reduction in public parking and shift to a privately financed structure; the extent and timing of future parking capacity and public access; the structure and impact of tax increment financing and potential use of currently unallocated funds; the overall economic benefits and investment associated with the project; and broader community impacts, including effects on views, downtown character, and alignment with the original expectations of the development.

Commissioner Davis said she spent a lot of time reviewing this proposal and the prior approved plan and has asked staff a lot of questions. She voiced concerns over the possible loss of public views, added congestion, and impact to the public and said she thinks this proposal removes or delays key elements of the original plan, including the addition of residential units and public parking capacity. She said that the project would represent a financial benefit to the city, but said that long-term tax benefits will accrue to the Downtown Development Authority.

Following discussion, the commission voted on the motion, as follows:

Yes: Michael Larson, Cody Mayer, Cary Gottlieb, Jessica Hanley, Jermey Ottaway

No: Sally Davis

Consent Agenda - Roll Call Vote

3. Consent Items

Sally Davis moved to Approve the Consent Agenda as written, seconded by Cary Gottlieb. The motion Passed by roll call vote, as follows:

Yes: Sally Davis, Michael Larson, Cody Mayer, Cary Gottlieb, Jessica Hanley, Jermey Ottaway

No: None

- 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

Michael Larson moved to approve the amended Vault brownfield plan reimbursement agreement, and authorize the Mayor and City Clerk to sign the agreement, seconded by Jessica Hanley. The motion carried unanimously.

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

Jessica Hanley moved to 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, provided the amended plan is submitted and complies with staff comments, and seconded by Cary Gottlieb. The motion carried unanimously.

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

Margaret Brumm spoke again in opposition to the Vault project, discussing historical environmental impacts, sewage treatment. She acknowledged Commissioner Davis for her position tonight, and then invited residents to attend an upcoming presentation on the history of the Cliffs-Dow site.

Sheryl Feldman expressed frustration regarding the McClellan Meadows plan. She said she supports progress, but raised concerns about potential impacts on neighborhood character and property values, and questioned the placement of low-cost housing within certain areas of the City.

Comments from the Commission

Commissioners Gottlieb and **Larson** had no comments.

Commissioner Hanley took issue with the public comments regarding housing and said that characterizing lower-income residents as negatively impacting neighborhoods is unacceptable to her. She expressed support for Habitat for Humanity and is happy to see the development approved tonight.

Commissioner Mayer addressed earlier public comments regarding tenant concerns, acknowledging the challenges faced by renters and offering to assist residents in connecting with appropriate staff. He also expressed strong support for equitable housing opportunities, stating that opposition to housing based on income level is inappropriate and inconsistent with community values.

Commissioner Davis said the concerns raised during public comment regarding rental housing conditions were very surprising and asked the City Manager to address them. She clarified that some perceived vacant downtown properties are in transition for redevelopment and she clarified that the referenced housing project involves Habitat for Humanity homeownership, and not subsidized housing. She said she thinks such developments contribute positively to the community.

Mayor Pro Tem Ottaway addressed concerns raised during public comment regarding attitudes toward lower-income housing, emphasizing the City's commitment to inclusivity. He also commended the Commission for its thorough review and discussion of the Brownfield Plan amendment, noting the efforts made to consider public input and weigh competing factors.

Comments from the City Manager

City Manager Karen Kovacs highlighted the significant amount of analysis and discussion undertaken by the Commission and staff regarding the Brownfield Plan amendment. She emphasized that the project represents a substantial private investment that would not be feasible without Brownfield support and highlighted its potential economic impact.

In response to earlier public comments regarding tenant-landlord issues, the City Manager said the City's authority is limited to enforcing life-safety and property inspection codes, and that many landlord-tenant disputes are civil matters that need to be handled outside municipal jurisdiction. She noted that rent control is also prohibited under Michigan law, but said staff can assist residents in identifying appropriate resources.

Adjournment

Mayor Pro Tem Ottaway adjourned the meeting at 7:50 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.

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Approve the total bills payable in the amount of \$684,355.03

BACKGROUND:

FISCAL EFFECT:

RECOMMENDATION:

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

None

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Cultural Trailhead Technology Infrastructure

BACKGROUND:

Information Technology resources need to be installed in the Cultural Trailhead for Arts and Culture operations. Kukla Electric is the electrical subcontractor for the project and has worked with the City of Marquette Information Technology division to plan the appropriate equipment for the City's needs. To eliminate any up charge by the primary contractor, Kukla has provided a quote to install the equipment directly to the City in the amount of \$26,000. The City agreed to procure the materials needed in the amount of \$4,200. With the estimated cost of \$30,200, staff is suggesting \$2,800 in contingency with a not-to-exceed amount of \$33,000.

Because Kukla Electric previously developed the scope, coordinated with the contractor and City IT, and is already mobilized on the project site, contracting directly with this vendor is in the City's best interest and will avoid duplication of work, project delays and additional costs.

Community Services staff have worked with Kukla and IT throughout the year to right-size this portion of the project and have identified outside funding from a local foundation for the expense.

FISCAL EFFECT:

Approval will authorize a not-to-exceed expenditure of \$33,000 and require an FY26 budget amendment. Future outside funding may offset project costs.

RECOMMENDATION:

Approve the information technology installation costs not-to-exceed \$33,000 and amend the Fiscal Year 2026 budget to include the expense.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Kukula Quote
2. IT Equipment List



6040 US HWY 41 S
Marquette, MI. 49855

Ph# (906) 485-2067
Cell# (906) 360-7895
Fax# (906) 485-2095
Email- kuklaelectric@gmail.com

Marquette Cultural Center
501 S Front St
Marquette, MI 49855

August 2, 2025

To whom it may concern,

The following is our bid to complete the work outlined in the specifications provided by the City of Marquette IT Department.

All labor, material, and permit fees are included in this bid.

The following items are included based on information provided to us during the walkthrough:

- Data Cable
 - Kukla Electric will supply the CommScope 2091b CAT6A cable.
 - Cable will be installed per the CommScope specifications to ensure the warranty.
 - Data drops will consist of (2) data cables and terminations at faceplates for all wall and ceiling locations.
 - (5) CAT6A cables will be run to the (5) camera locations as previously determined by the IT Dept.
 - All cables will be labeled and terminated at both the user end and the coordinating patch panel.
- Art Gallery Projector
 - The IT Dept will supply the projector and associated equipment.
 - A ceiling-mounted power outlet will be installed at the projector location.
 - Installation of a data drop in the ceiling at the projector location.
 - Installation of the mounting mechanism and hardware for the projector.
 - Installation of a 1 ¼" conduit from above the ceiling to a brush faceplate for future HDMI cable routing.
- Materials
 - (3) Modular copper fiber panels DDM 760207274
 - J-Hook cable supports as specified by CommScope.
 - Face plates CommScope 760249129 FP-LBL-2P-262 (white)
 - RJ45 connectors CommScope 760250045 ECO MGS600-WH-24
 - CAT6A cable CommScope 2091B plenum rated
- IT Closet
 - Routing, labeling, and punch down of cables to the patch panels.
 - Installation of the lock boxes provided by the IT Dept.
 - Separation of the cables and patch panels (private vs public)
 - Installation of the switches, fiber, and security cameras will be done by the IT Dept.

Total Bid: \$26,000.00

Cultural Trailhead Project

Fiber Run to the Building

| | Purchaser |
|--|-----------------------|
| 906 Tech Quote (pay with project funds) | \$4,000 IT |

Complete

Equipment List

| | | | | |
|---|-----------------------------------|---------------------|---------------|--------------------------|
| Fiber Ring Switch | Cisco 9200 24 Port PoE | \$3,000 | IT | <i>Not needed</i> |
| (2) Fiber SFPs | | \$300 | IT | <i>Not needed</i> |
| Edge Switch City Network | Cisco 9200 24 Port PoE | \$3,000 | IT | |
| (2) Fiber SFPs | | \$300 | IT | |
| Edge Switch Public Network | Cisco 8 Port PoE | \$300 | IT | |
| Firewall for NMU LTE | Moginsok/OPNsense | \$300 | IT | |
| 5 security cameras NDAA compliant | | \$750 | IT | <i>Not needed</i> |
| 2 Wall Mount Rack Lockboxes | | \$300 | IT | |
| Projector and Mount (See Spec sheet) | | \$10,785 | IT | <i>MACC Grant funded</i> |

Cat6A Standard 1091 North American Variation (See spec sheet) \$ 4,200 Kukla

- 5 cameras
- 2 Aps
- 1 projector
- 12 offices

*CommScope Network Equipment

- Keystone Gigaspeed x10d (See spec sheet) Kukla
- Face Plates corresponding to Keystone Gigaspeed x10d (See spec sheet) Kukla
- Modular copper fiber panels DDM 760207274 (See spec sheet) Kukla
- **J-Hooks to support cable run in ceiling Kukla

***Kukla will provide cost of materials and installation to Tiina Morin before beginning work.**

****Kukla will discuss with Commscope which J-Hooks or other equipment is required to maintain the warranty.**

Mechanical room and cable runs

- Need 2 lock boxes for public and private network equipment
- 2 separate patch panels – public vs private
- City fiber goes to private patch panel
- Public LTE or Fiber goes to public patch panel
- All Category 6A cable should originate from one of these two panels
- All office and camera cable runs will terminate in the private city patch panel
- All public cable runs including the projector and Access Point(s) run to the public patch panel (see Todd Carruth or Mike Adams for all clarification on cable placement)

Notes from 1/28/25 plan review (Todd and Mike) - UPDATED 7/17/2025

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Ordinance 26-04: Noxious Weeds - Roll Call Vote

BACKGROUND:

The Community Development Department is recommending amendments to the section of City Code pertaining to noxious weeds, in an attempt to address challenges that arose last year regarding 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), ground cover, vegetable gardens, and pollinator-friendly plants limited to 30 inches in height.

Per City Charter, an ordinance cannot be adopted at the meeting in which it is introduced. This ordinance was introduced at the April 13, 2026 regular meeting and is now being proposed for adoption.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt Ordinance 26-04.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Ord. 26-04

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 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: _____

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Proclamation — Drinking Water Week

BACKGROUND:

FISCAL EFFECT:

RECOMMENDATION:

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Drinking Water Week



Proclamation Drinking Water Week

WHEREAS, water is our most valuable natural resource; and,

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and,

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and,

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and,

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of our City, I do hereby proclaim May 3-9, 2026, as Drinking Water Week.

DATED this 27th day of April, 2026.

Paul Schloegel, Mayor

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Proclamation — Workers Memorial Day

BACKGROUND:

FISCAL EFFECT:

RECOMMENDATION:

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Proclamation



Proclamation Workers Memorial Day

WHEREAS, every year on April 28, communities and worksites around the world honor friends, family members, and colleagues who have been killed or injured on the job; and

WHEREAS, the U.S. Department of Labor, and the Federal Bureau of Labor Statistics estimates that Michiganders have died while on the job at an average rate of 151 people per year over the past decade; and

WHEREAS, the 2024 National Census of Fatal Occupational Injuries found a worker died every 104 minutes from a work-related injury; and

WHEREAS, it is appropriate to honor the memory of the courageous and dedicated members of Michigan's labor force who have been injured or disabled or have died as a result of workplace accidents; and

WHEREAS, we remember those who have died in workplace catastrophes, suffered occupational-related diseases, or have been injured due to dangerous conditions; and

WHEREAS, recognition of the integrity of Michigan's workforce and its achievements on behalf of the economic growth of our state is necessary; and

WHEREAS, the City of Marquette wishes to pay tribute to the workers who have died or been injured or disabled in workplace accidents. We honor the contributions of Michigan's workforce and call for increased workplace safety; and

WHEREAS, the City of Marquette renews our efforts to seek stronger workplace safety and health protections, better standards and enforcement, and fair and just compensation, and by rededicating ourselves to improving safety and health in every city workplace.

NOW THEREFORE, the Mayor and City Commission of the City of Marquette hereby proclaim April 28, 2026 as Workers Memorial Day in the City of Marquette, Michigan, urge all citizens to recognize and honor the contributions of Michigan's workforce and call for increased workplace safety standards.

DATED this 27th day of April, 2026.

Paul Schloegel, Mayor

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Social District Permit Application - Roll Call Vote

BACKGROUND:

The City Commission in 2023 created the Downtown Marquette Social District, pursuant to MCL 436.1551. Under state regulations, qualified licensees whose licensed premises are contiguous to the Social District's Common Area and that have been issued a Social District Permit by the state, may sell alcohol on their premises to customers who may then consume the drinks within the Commons Area.

The Social District and Commons Area approved in 2023 encompasses all qualified licensees within the boundaries of the Marquette Downtown Development Area and allows for outdoor consumption in designated areas throughout the district.

Recently, the Michigan Liquor Control Commission received a request to transfer the existing liquor license and social district permit for Stucko's Pub and Grill, located at 900 N. Third Street, from the current owner to EJW Sales, Inc.

While City Commission action is not required for the transfer of the main liquor license, the State of Michigan does stipulate that a social district permit will only be issued to an applicant if the local government unit has first recommended approval of the application.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the attached resolution, recommending approval of a Social District Permit application for EJW Sales, Inc. at 900 N. Third Street.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Social District Resolution



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (name of city, township, or village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Upper Peninsula Community Rowing Club - Facility Lease

BACKGROUND:

The Upper Peninsula Community Rowing Club has requested a renewal of their lease for space in the Founders Landing observation deck. Staff, including the City Attorney, worked with representatives of the UPCRC to develop the agreement. The lease has a term of May 1, 2026, through April 30, 2031. Rent shall consist of \$7.00 per square foot for a total of \$2,660 per year, with the cost of any leasehold improvements conducted by the Upper Peninsula Community Rowing Club being credited against the rent due.

The City Charter stipulates that leases for property cannot be approved at the meeting at which they are introduced; this represents the first read of this lease.

FISCAL EFFECT:

The City will realize \$2,660 annually, minus any leasehold improvements.

RECOMMENDATION:

Move the Lease Agreement with Upper Peninsula Community Rowing Club for space at the observation deck of Founders Landing to the next meeting agenda.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Lease, Insurance and Exhibit A

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2026, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and **UPPER PENINSULA COMMUNITY ROWING CLUB, INC.**, a Michigan corporation, of 3114 Lakeshore Boulevard, Marquette, Michigan 49855, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner of the real property located at 655 S. Lakeshore Blvd in the City of Marquette.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee space as shown in Exhibit “A” located on Lessor’s real property in accordance with the terms and conditions contained herein.

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

1 Leased Premises

- 1.1 Lessor leases to Lessee space known as the retail space of the observation deck located at 655 S. Lakeshore Blvd, Marquette, Michigan 49855, as shown in Exhibit “A”, hereinafter “PREMISES”.
- 1.2 Lessee shall be solely responsible for the development and construction of any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee’s intended uses. Lessee shall obtain Lessor’s written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

This lease shall run from May 1, 2026 through April 30, 2031.

3. Rent

The rent shall consist of Seven and 00/100 Dollars (\$7.00) per square foot, for a total rental amount of \$2,660 per year for the term of the lease. Payment shall be made on a monthly basis, in advance, in the amount of \$221.66. The value of actual material and labor for Leasehold improvement made by Lessee will be applied as a credit (offset) against the rent due. All materials and labor invoices shall be provided to Lessor with appropriate documentation prior to any credit being made toward rent.

The rental amount contained herein may be increased by the Lessor on an annual basis in an amount not to exceed three percent (3%) of the then current rental amount. The Lessor shall provide written notice to Lessee of the increase in rental amount no later than September 1, and the increased rent shall become effective October 1, each year this lease is in effect.

4. Use of Premises

Lessee shall use the Premises for a clubhouse in support of the rowing and human-powered water sport community and for related purposes only.

Lessee shall not use the Premises for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
- d) constitute a public or private nuisance;
- e) interfere with other uses of the Premises; or
- f) permit refuse to accumulate in or around leasehold.

5. Use of Common Areas by Lessee

Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the public restrooms, public parking, sidewalks, and surrounding area, subject, however, to all rules and regulations regarding the use of those areas.

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all cleaning of the Premises and all repairs to the Premises of any nature.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment and keep them in a safe condition and good repair.
- 6.3 Any signage used by Lessee shall be maintained in good condition and repair.

7. Insurance and Indemnity

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars

(\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.
- 8. Assignment/Subletting**
- 8.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 8.2 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.
- 9. Use of Premises by Lessor**
- Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services of the Premises or adjacent real property.
- 10. Covenant of Quiet Enjoyment**
- Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the non-exclusive and reasonable right to have, hold and enjoy the Premises.
- 11. Lessor's Right to Perform Lessee's Obligation**
- If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.
- 12. Default by Lessee**
- 12.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor; the Lessor may terminate this lease.

12.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.

12.3 The rights and remedies of Lessor shall be cumulative as more particularly provided by law or in equity pursuant to the laws of the State of Michigan.

13. Surrender of Leasehold Upon Termination of Lease

13.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.

13.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

14. Miscellaneous

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

14.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

14.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

14.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

14.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

14.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is

held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

- 14.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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


CITY OF MARQUETTE

UPPER PENINSULA COMMUNITY
ROWING CLUB, INC.

Paul Schloegel, Mayor


By: Betsy J. Dank
Its: President

Kyle Whitney, City Clerk


By: Lynn Vanwelsenacs
Its: Vice President

Approved as to Substance:

Approved as to Form:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

Exhibit A Rowing Clubhouse



Lake Superior
Lease Area


1 inch = 100 feet
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

**Lease Premises Defined
as Space within Structure**

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 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 W GRAND RIVER AVE STE 1 HOWELL, MI 48843 | CONTACT NAME: PHONE (A/C, No, Ext): 888-780-3888 FAX (A/C, No): E-MAIL ADDRESS: acr-partners-gl@acrisure.com; Greatlakesaccounting@acrisure.com; lslone@acrisure.com; NForgey@acrisure.com; shsaylor@acrisure.co |
| | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Great American Insurance Company 16691 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : |
| INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Upper Peninsula Community Rowing Club dba UP Rowing 149 Lakewood Lane Marquette, MI 49855 | |

COVERAGES **CERTIFICATE NUMBER:** GAP155482 **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|-------------------|--|------------------------|-------------|
| A | GENERAL LIABILITY | | | PAC 4725040 | 04/01/2026 12:00 AM | 01/01/2027 12:01 AM | EACH OCCURRENCE | \$1,000,000 | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$10,000 | | | |
| | <input checked="" type="checkbox"/> HOST LIQUOR LIABILITY INCLUDED | X | | | | | PERSONAL & ADV INJURY | \$1,000,000 | | | |
| | <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS | | | | | | GENERAL AGGREGATE | \$3,000,000 | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | | PRODUCTS - COMP/OP AGG | \$3,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | PAC 4725040 | 04/01/2026 12:00 AM | 01/01/2027 12:01 AM | COMBINED SINGLE LIMIT (Ea accident) | \$250,000 | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | X | | | | BODILY INJURY (Per accident) | | | | |
| | <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | | | | |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | | | | |
| | DED RETENTION \$ | | | | | | | | | | |
| A | Professional Liability | | X | PAC 4725040 | 04/01/2026 12:00 AM | 01/01/2027 12:01 AM | EACH OCCURRENCE | \$1,000,000 | | | |
| | | | | | | | AGGREGATE LIMIT | \$1,000,000 | | | |
| A | Abuse and Molestation | | X | PAC 4725040 | 04/01/2026 12:00 AM | 01/01/2027 12:01 AM | EACH OCCURRENCE | \$100,000 | | | |
| | | | | | | | GENERAL AGGREGATE | \$300,000 | | | |
| A | Accident/Medical Coverage | | | BSR-F459346-00 | 04/01/2026 12:00 AM | 12/31/2026 11:59 PM | AD&D | \$10,000 | | | |
| | | | | | | | MAXIMUM MEDICAL DEDUCTIBLE | \$25,000 \$250 | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Youth Sport Leagues - Rowing
 The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period. Primary & Non-Contributory coverage applies.
Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

City of Marquette
 300 W 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: PAC 4725040 / GAP155482
Insured: Upper Peninsula Community Rowing Club dba UP Rowing

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|---|
| Name Of Additional Insured Person(s) Or Organization(s) |
| City of Marquette 300 W Baraga Ave Marquette, MI 49855 |
| Information required to complete this Schedule, if not shown above will be shown in the Declarations. |

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

To the extent that any of the additional insureds named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Upper Peninsula Community Rowing Club - Storage Lease

BACKGROUND:

The Upper Peninsula Community Rowing Club has requested that the City Commission renew its lease for storage of their trailer and rowing shells on City property adjacent to Lake Superior and Parcel 3 at Founders Landing.

It is expected that 2,000 square feet will be utilized at a rate of seventy-five cents (\$0.75) per square foot for a total amount of \$1,500 annually over the term of the lease. The UPCRC has held a lease for this purpose since 2009.

The proposed agreement has a term of five years, from May 1, 2026, through April 30, 2031. This renewal includes additional square footage and storage of the club's two chase boats.

The City Charter stipulates that leases for property cannot be approved at the meeting at which they are introduced; this represents the first read of this lease.

FISCAL EFFECT:

The City will realize \$1,500 annually upon approval.

RECOMMENDATION:

Move the lease agreement with the Upper Peninsula Community Rowing Club to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Lease, Insurance and Exhibit A

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2026, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **UPPER PENINSULA COMMUNITY ROWING CLUB, INC.**, a Michigan corporation, of 3114 Lakeshore Boulevard, Marquette, Michigan 49855, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner of the real property adjacent to Lake Superior and Founders Landing Parcel 3 in the City of Marquette.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee space as shown in Exhibit "A" located on Lessor's real property in accordance with the terms and conditions contained herein.

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

1. Leased Premises

- 1.1 Lessor leases to Lessee space as shown in Exhibit "A", hereinafter "PREMISES".

2. Conditions

- 2.1 Lessee shall store the trailer and rowing shells in a safe, secure and attractive manner at all times.

3. Term of Lease

This lease shall run from May 1, 2026 through April 30, 2031.

4. Rent

The rent shall consist of Seventy-five cents (\$.75) per square foot per year. The parties anticipate that Lessee will utilize 2000 square feet, for a total rental amount of \$1,500.00 per year due on or before May 1 of each year of this lease.

5. Use of Premises

- 5.1 Lessee shall use the Premises only for storing Lessee's trailer and rowing shells, chase boats, and to launch and retrieve rowing shells from the sandy beach area before, during and after rowing sessions provided by Lessee.

Lessee shall not use the Premises for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
- d) constitute a public or private nuisance;

- e) interfere with other uses of the Premises; or
- f) permit refuse to accumulate in or around leasehold.

6. Non-exclusive Use of Premises

Lessee acknowledges that its use of the Premises is not exclusive and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the Premises.

7. Maintenance and Repair

- 7.1 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's tangible personal property located on the Premises and shall keep them in a safe condition and good repair.

8. Insurance and Indemnity

- 8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.

- 8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.

- 8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.

- 8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

- 8.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.

- 9.2 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services of the Premises or adjacent real property.

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

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- 13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided by law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

If upon termination of the lease, Lessee has failed to remove its trailer and rowing shells, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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

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

CITY OF MARQUETTE

UPPER PENINSULA COMMUNITY
ROWING CLUB, INC.

Paul Schloegel, Mayor

By:



Betsy Dank

Its: *President*

Kyle Whitney, City Clerk



By: *Lynn Vanwelsenaers*

Its: *Vice President*

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

EXHIBIT A



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 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 W GRAND RIVER AVE STE 1 HOWELL, MI 48843 | CONTACT NAME: PHONE (A/C, No, Ext): 888-780-3888 FAX (A/C, No): E-MAIL ADDRESS: acr-partners-gl@acrisure.com; Greatlakesaccounting@acrisure.com; lslone@acrisure.com; NForgey@acrisure.com; shsaylor@acrisure.co INSURER(S) AFFORDING COVERAGE: NAIC # INSURER A : Great American Insurance Company 16691 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : |
| INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Upper Peninsula Community Rowing Club dba UP Rowing 149 Lakewood Lane Marquette, MI 49855 | |

COVERAGES CERTIFICATE NUMBER: GAP155482 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|--|-----------|----------|----------------|-------------------------|-------------------------|---|-------------------|
| A | GENERAL LIABILITY | | | PAC 4725040 | 04/01/2026 12:00 AM | 01/01/2027 12:01 AM | EACH OCCURRENCE | \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$10,000 |
| | <input checked="" type="checkbox"/> HOST LIQUOR LIABILITY INCLUDED | X | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS | | | | | | GENERAL AGGREGATE | \$3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PERL: | | | | | | | |
| <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | PAC 4725040 | 04/01/2026 12:00 AM | 01/01/2027 12:01 AM | COMBINED SINGLE LIMIT (Ea accident) | \$250,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | X | | | | BODILY INJURY (Per accident) | |
| | <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED RETENTION \$ | | | | | | | |
| A | Professional Liability | | X | PAC 4725040 | 04/01/2026 12:00 AM | 01/01/2027 12:01 AM | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | AGGREGATE LIMIT | \$1,000,000 |
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| | | | | | | | GENERAL AGGREGATE | \$300,000 |
| A | Accident/Medical Coverage | | | BSR-F459346-00 | 04/01/2026 12:00 AM | 12/31/2026 11:59 PM | AD&D | \$10,000 |
| | | | | | | | MAXIMUM MEDICAL DEDUCTIBLE | \$25,000 \$250 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Youth Sport Leagues - Rowing
 The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period. Primary & Non-Contributory coverage applies.
Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

City of Marquette
 300 W 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: PAC 4725040 / GAP155482
Insured: Upper Peninsula Community Rowing Club dba UP Rowing

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|---|
| City of Marquette 300 W Baraga Ave Marquette, MI 49855 |
| Information required to complete this Schedule, if not shown above will be shown in the Declarations. |

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

To the extent that any of the additional insureds named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

Consent Agenda - Roll Call Vote

Wright Street MDOT Local Agency Project Resolution Approval

BACKGROUND:

The City of Marquette has been awarded \$385,000 in grant funding from the Michigan Department of Transportation (MDOT) to reconstruct a portion of Wright Street between Sugarloaf Avenue and Van Evera Avenue. The project was included in and approved as part of the City's Fiscal Year 2026 budget.

MDOT will administer the contractor bidding process and execute the construction contract. The City will be responsible for project management and other duties as outlined in the proposed agreement. Any costs associated with City utility replacements or project expenses exceeding the grant amount will be funded by the City.

MDOT requires approval by the City Commission authorizing City officials to execute the contract between the City of Marquette and the State of Michigan for this project.

FISCAL EFFECT:

Sufficient funds exist in the FY 2026 budget based on the estimated project cost.

RECOMMENDATION:

Approve the attached resolution authorizing the Mayor and City Clerk to execute the contract between the City of Marquette and the State of Michigan.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. MDOT Contract Resolution
2. MDOT/ City Agreement



RESOLUTION

Michigan Department of Transportation Contract No. 25-5671 – Authorization to Sign

WHEREAS, the City of Marquette recognized the need to reconstruct a portion of Wright Street between Sugarloaf and Van Evera due to failing utilities and roadway conditions; and,

WHEREAS, the City of Marquette included the reconstruction of Wright Street and the utilities between Sugarloaf Ave and Van Evera Ave in the FY2026 budget; and

WHEREAS, staff secured a grant amount from the State of Michigan for \$385,000 for the purpose of reconstructing the roadway and developing construction plans and specification for this project; and,

WHEREAS, the construction will be contracted by MDOT and the City of Marquette will fund work not covered by the grant and manage the project per this contract;

THEREFORE, BE IT RESOLVED, that the City of Marquette Commission does hereby authorize the Mayor and City Clerk to sign Contract No. 14-5260 with the Michigan Department of Transportation for the Wright Street Reconstruction Project.

Adopted this 27th day of April, 2026.

Paul Schloegel, Mayor
City of Marquette

Kyle L. Whitney, City Clerk
City of Marquette

STP

DA

| | |
|-----------------|--|
| Control Section | STUL 52000 |
| Job Number | 215468CON |
| Project | 26A0466 |
| CFDA No. | 20.205 (Highway Research Planning & Construction) |
| Contract No. | 25-5671 |

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MARQUETTE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Marquette, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 1, 2026, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt surface removal, earthwork, subbase, aggregate base, concrete sidewalk, concrete curb and gutter, curb ramps and permanent pavement markings along Wright Street from Sugarloaf Avenue to Vanevera Avenue; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain, services, fire hydrants and sanitary sewer along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

09/06/90 STPLS.FOR 4/1/26

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

09/06/90 STPLS.FOR 4/1/26

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$385,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

- 7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to EGLE, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with EGLE and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the FHWA pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has

made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MARQUETTE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



April 1, 2026

EXHIBIT I

CONTROL SECTION STUL 52000
JOB NUMBER 215468CON
PROJECT 26A0466

ESTIMATED COST

CONTRACTED WORK

| | <u>PART A</u> | <u>PART B</u> | <u>TOTAL</u> |
|----------------|---------------|---------------|--------------|
| Estimated Cost | \$819,300 | \$291,035 | \$1,110,335 |

COST PARTICIPATION

| | | | |
|------------------------------------|------------------|-------------|-------------------|
| GRAND TOTAL ESTIMATED COST | \$819,300 | \$291,035 | \$1,110,335 |
| Less Federal Funds* | <u>\$385,000</u> | <u>\$ 0</u> | <u>\$ 385,000</u> |
| BALANCE (REQUESTING PARTY'S SHARE) | \$434,300 | \$291,035 | \$ 725,335 |

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under 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 and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, 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:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier 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 facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (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 Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

New Business

Office Computer Lease

BACKGROUND:

The City's current four-year computer lease is scheduled to expire on September 30, 2026. In preparation for replacing the City's existing computer systems, Information Technology staff solicited pricing proposals from multiple vendors, including Heartland Business Systems for Lenovo and HP equipment, and CDW for Dell equipment.

Following a review and evaluation of the proposals, Heartland Business Systems is being recommended to provide HP EliteBook laptops and Lenovo desktop computers and monitors to replace the currently leased equipment. Staff further recommends entering into a new four-year lease agreement with CCA Financial, the City's current leasing partner.

FISCAL EFFECT:

The total cost of the proposed computer refresh is \$237,888 over a 48-month lease term, which equates to \$59,472 annually. Sufficient funds are available in the current fiscal year budget to cover the associated lease payments.

RECOMMENDATION:

Approve the order through Heartland Business Systems and authorize the City Manager or her designee to sign a lease agreement with CCA Financial for 48 months to replace desktop and laptop computers at a cost not-to-exceed \$250,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Quote
2. Lease

End User Device Refresh

Quote #375148 v5

Prepared For:

City of Marquette
 Todd Carruth
 300 W Baraga Avenue
 Marquette, MI 49855

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 E: qwoller@hbs.net

Date Issued:

04.17.2026

Expires:

04.29.2026

| HP Laptops | | Price | Qty | Ext. Price |
|-------------|--|------------|-----|--------------------|
| BD5Z1UT#ABA | HP EliteBook 6 G1i 16" Touchscreen Notebook Processor: Intel® Core™ Ultra 5 225U Graphics: Intel® Graphics Memory: 16 GB DDR5 Hard drives: 512 GB SSD Operating System: Windows 11 Pro 16" diagonal WUXGA touch display | \$1,443.08 | 21 | \$30,304.68 |
| Subtotal | | | | \$30,304.68 |

| Lenovo Monitors | | Price | Qty | Ext. Price |
|---|--|------------|-----|--------------------|
| 27" Basic: | | | | |
| 64AAGAR2US | Lenovo ThinkVision T27QD-40 27" Monitor | \$337.41 | 11 | \$3,711.51 |
| 27" Advanced: | | | | |
| 11JHRAR1UZ | Lenovo ThinkCentre Tiny-in-One 27 - 27" LED Monitor | \$410.64 | 12 | \$4,927.68 |
| 24" Basic: | | | | |
| 64B5KAR1UZ | Lenovo ThinkVision S24-4e 24" Monitor | \$131.32 | 95 | \$12,475.40 |
| 24" Advanced: | | | | |
| 12NAGAR1UZ | Lenovo ThinkCentre Tiny-in-One 24 Gen 5 - 24" LED Monitor | \$259.70 | 96 | \$24,931.20 |
| Additional Monitors, Webcam & Soundbar: | | | | |
| 64B4GAR1US | Lenovo ThinkVision P40WD-40 - 40" LED Monitor - Curved | \$1,251.17 | 2 | \$2,502.34 |
| 64AEGAR1UZ | Lenovo ThinkVision T34WD-40 - 34" LED Monitor - Curved | \$431.46 | 1 | \$431.46 |
| 4XC1K97399 | Lenovo ThinkVision MC60 (S) Monitor Webcam | \$88.56 | 1 | \$88.56 |
| 4XD1K97400 | Lenovo ThinkVision MS30 (S) Monitor Soundbar | \$28.84 | 1 | \$28.84 |
| Subtotal | | | | \$49,096.99 |

| Lenovo Workstations | | Price | Qty | Ext. Price | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 30K6S4PQ00 | Lenovo ThinkStation P3 Tiny Gen 2 - *CTO* <table border="1"> <tr><td>Line No.</td><td>5</td></tr> <tr><td>Part Number</td><td>30K6S4PQ00</td></tr> <tr><td>Country/Region</td><td>US</td></tr> <tr><td>Product Name</td><td>Workstation TS P3 Tiny Gen 2(Base) R</td></tr> </table> <table border="1"> <thead> <tr> <th>Characteristics</th> <th>VALUES</th> </tr> </thead> <tbody> <tr><td>Country/Region</td><td>USA</td></tr> <tr><td>Preload Type</td><td>Standard Image (Preload)</td></tr> <tr><td>Preload OS</td><td>Windows 11 Pro 64</td></tr> <tr><td>Preload Language</td><td>Windows 11 Pro 64 English</td></tr> <tr><td>Platform</td><td>Tiny 1L ARL Q870</td></tr> <tr><td>Processor</td><td>Intel® Core™ Ultra 7 265T vPro® Processor (E-cores up to 4.60 GHz P-cores up to 5.20 GHz)</td></tr> <tr><td>DIMM Memory</td><td>64 GB DDR5-5600MT/s (SODIMM) - (2 x 32 GB)</td></tr> <tr><td>Storage Selection</td><td>1 TB SSD M.2 2280 PCIe Gen5 Performance TLC Opal</td></tr> <tr><td>Second Storage Selection</td><td>No Storage Selection</td></tr> <tr><td>RAID</td><td>No RAID</td></tr> <tr><td>Graphics</td><td>NVIDIA RTX A1000 8GB GDDR6(if using TIO27 — must use "T" 35W processor)</td></tr> <tr><td>Graphic Dongle</td><td>No Graphics Dongle</td></tr> <tr><td>Second Graphic Dongle</td><td>No Second Graphics Dongle</td></tr> <tr><td>Ethernet</td><td>Integrated Ethernet</td></tr> <tr><td>Internal Speakers</td><td>Internal Speaker</td></tr> <tr><td>Cable Lock</td><td>No Cable Lock</td></tr> <tr><td>External Adapter Cage</td><td>No External Adapter Cage</td></tr> <tr><td>Vertical Stand</td><td>No Vertical Stand</td></tr> <tr><td>Keyboard</td><td>USB, Traditional, Black - English (US)</td></tr> <tr><td>Mouse</td><td>USB Calliope Mouse (Black with Red Wheel)</td></tr> <tr><td>Optional USB Port</td><td>No Optional USB Port</td></tr> <tr><td>USB-C Port</td><td>No USB Type-C Port</td></tr> <tr><td>DP Port</td><td>No DP Port</td></tr> <tr><td>VGA Port</td><td>No VGA Port</td></tr> <tr><td>Rear Com Port</td><td>No Rear Com Port</td></tr> <tr><td>Second Rear Com Port</td><td>No Rear Com Port</td></tr> <tr><td>Wireless LAN</td><td>Intel® Wi-Fi 7 BE200 2x2 BE vPro® & Bluetooth® 5.4</td></tr> <tr><td>Power Adapter</td><td>230W 89% Efficiency Power Adapter</td></tr> <tr><td>VESA Mount</td><td>VESA Mount</td></tr> <tr><td>Tool-less for Open Chas</td><td>None</td></tr> <tr><td>HDMI Port</td><td>No HDMI Port</td></tr> </tbody> </table> <table border="1"> <tbody> <tr><td>Label</td><td>None</td></tr> <tr><td>Recovery USB</td><td>No Recovery USB</td></tr> <tr><td>CO2 Neutral Label</td><td>No CO2 Neutral Label</td></tr> <tr><td>Publication</td><td>Publication - English/Polish/Portuguese</td></tr> <tr><td>Bulk Package</td><td>No Bulk Package</td></tr> <tr><td>Microsoft Office</td><td>No Microsoft Office</td></tr> <tr><td>Adobe</td><td>No Adobe</td></tr> <tr><td>Adobe Acrobat</td><td>No Adobe Acrobat</td></tr> <tr><td>Security Software</td><td>No Security Software</td></tr> <tr><td>Second Security Software</td><td>No Second Security Software</td></tr> <tr><td>Third Security Software</td><td>No Third Security Software</td></tr> <tr><td>Cloud Security Software</td><td>No Cloud Security Software</td></tr> <tr><td>Endpoint Management</td><td>No Endpoint Management</td></tr> <tr><td>Absolute BIOS Selector</td><td>BIOS Absolute Enabled</td></tr> <tr><td>Warranty</td><td>3 Year On-site</td></tr> <tr><td>Digital Learning Hours</td><td>No Digital Learning Hours</td></tr> <tr><td>Build Assure</td><td>No Build Assure</td></tr> <tr><td>Third Storage Selection</td><td>No Storage Selection</td></tr> <tr><td>Graphic Dongle mDP</td><td>No Graphics Mini DP Dongle</td></tr> <tr><td>Third Graphic Dongle</td><td>No Third Graphics Dongle</td></tr> <tr><td>Second Ethernet</td><td>No Second Ethernet</td></tr> <tr><td>Third Ethernet</td><td>No Third Ethernet</td></tr> <tr><td>Second DP Port</td><td>No Second DP Port</td></tr> <tr><td>Second VGA Port</td><td>No Second VGA Port</td></tr> <tr><td>GPU Cable</td><td>No GPU Cable</td></tr> <tr><td>Expansion Card</td><td>No Expansion Card</td></tr> <tr><td>Second Expansion Card</td><td>No Second Expansion Card</td></tr> <tr><td>Second HDMI Port</td><td>No Second HDMI Port</td></tr> <tr><td>Optional Riser Card</td><td>No Optional Riser Card</td></tr> <tr><td>Dust Filter</td><td>No Dust Filter</td></tr> <tr><td>Energy Efficiency Cert</td><td>No Energy Efficiency Cert</td></tr> <tr><td>AI Agent</td><td>No AI Agent</td></tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">Configuration Services</th> </tr> <tr> <th>Characteristics</th> <th>VALUES</th> </tr> </thead> <tbody> <tr><td colspan="2">Bundle</td></tr> <tr><td colspan="2">Imaging</td></tr> <tr><td>ITC Custom Image Type</td><td>None</td></tr> <tr><td>Cloud Recovery</td><td>None</td></tr> <tr><td>Image Management</td><td>None</td></tr> <tr><td>Microsoft Autopilot</td><td>NONE</td></tr> <tr><td>Hard Drive Encryption</td><td>NONE</td></tr> <tr><td>Digital Welcome</td><td>None</td></tr> <tr><td colspan="2">Custom BIOS</td></tr> <tr><td>BIOS Customization</td><td>NONE</td></tr> <tr><td colspan="2">Pre-Provisioning</td></tr> <tr><td>vPro Factory Pre-provisio</td><td>NONE</td></tr> <tr><td colspan="2">Asset Tag</td></tr> <tr><td>Custom Asset Tag</td><td>None</td></tr> <tr><td colspan="2">Drop-in Box</td></tr> <tr><td>ITC Drop in Box</td><td>None</td></tr> <tr><td colspan="2">Laser Etching and UV Printing</td></tr> <tr><td>Laser Etch and UV Print</td><td>None</td></tr> <tr><td colspan="2">Others</td></tr> </tbody> </table> | Line No. | 5 | Part Number | 30K6S4PQ00 | Country/Region | US | Product Name | Workstation TS P3 Tiny Gen 2(Base) R | Characteristics | VALUES | Country/Region | USA | Preload Type | Standard Image (Preload) | Preload OS | Windows 11 Pro 64 | Preload Language | Windows 11 Pro 64 English | Platform | Tiny 1L ARL Q870 | Processor | Intel® Core™ Ultra 7 265T vPro® Processor (E-cores up to 4.60 GHz P-cores up to 5.20 GHz) | DIMM Memory | 64 GB DDR5-5600MT/s (SODIMM) - (2 x 32 GB) | Storage Selection | 1 TB SSD M.2 2280 PCIe Gen5 Performance TLC Opal | Second Storage Selection | No Storage Selection | RAID | No RAID | Graphics | NVIDIA RTX A1000 8GB GDDR6(if using TIO27 — must use "T" 35W processor) | Graphic Dongle | No Graphics Dongle | Second Graphic Dongle | No Second Graphics Dongle | Ethernet | Integrated Ethernet | Internal Speakers | Internal Speaker | Cable Lock | No Cable Lock | External Adapter Cage | No External Adapter Cage | Vertical Stand | No Vertical Stand | Keyboard | USB, Traditional, Black - English (US) | Mouse | USB Calliope Mouse (Black with Red Wheel) | Optional USB Port | No Optional USB Port | USB-C Port | No USB Type-C Port | DP Port | No DP Port | VGA Port | No VGA Port | Rear Com Port | No Rear Com Port | Second Rear Com Port | No Rear Com Port | Wireless LAN | Intel® Wi-Fi 7 BE200 2x2 BE vPro® & Bluetooth® 5.4 | Power Adapter | 230W 89% Efficiency Power Adapter | VESA Mount | VESA Mount | Tool-less for Open Chas | None | HDMI Port | No HDMI Port | Label | None | Recovery USB | No Recovery USB | CO2 Neutral Label | No CO2 Neutral Label | Publication | Publication - English/Polish/Portuguese | Bulk Package | No Bulk Package | Microsoft Office | No Microsoft Office | Adobe | No Adobe | Adobe Acrobat | No Adobe Acrobat | Security Software | No Security Software | Second Security Software | No Second Security Software | Third Security Software | No Third Security Software | Cloud Security Software | No Cloud Security Software | Endpoint Management | No Endpoint Management | Absolute BIOS Selector | BIOS Absolute Enabled | Warranty | 3 Year On-site | Digital Learning Hours | No Digital Learning Hours | Build Assure | No Build Assure | Third Storage Selection | No Storage Selection | Graphic Dongle mDP | No Graphics Mini DP Dongle | Third Graphic Dongle | No Third Graphics Dongle | Second Ethernet | No Second Ethernet | Third Ethernet | No Third Ethernet | Second DP Port | No Second DP Port | Second VGA Port | No Second VGA Port | GPU Cable | No GPU Cable | Expansion Card | No Expansion Card | Second Expansion Card | No Second Expansion Card | Second HDMI Port | No Second HDMI Port | Optional Riser Card | No Optional Riser Card | Dust Filter | No Dust Filter | Energy Efficiency Cert | No Energy Efficiency Cert | AI Agent | No AI Agent | Configuration Services | | Characteristics | VALUES | Bundle | | Imaging | | ITC Custom Image Type | None | Cloud Recovery | None | Image Management | None | Microsoft Autopilot | NONE | Hard Drive Encryption | NONE | Digital Welcome | None | Custom BIOS | | BIOS Customization | NONE | Pre-Provisioning | | vPro Factory Pre-provisio | NONE | Asset Tag | | Custom Asset Tag | None | Drop-in Box | | ITC Drop in Box | None | Laser Etching and UV Printing | | Laser Etch and UV Print | None | Others | | \$2,960.34 | 9 | \$26,643.06 |
| Line No. | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part Number | 30K6S4PQ00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Country/Region | US | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Product Name | Workstation TS P3 Tiny Gen 2(Base) R | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Characteristics | VALUES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Country/Region | USA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preload Type | Standard Image (Preload) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preload OS | Windows 11 Pro 64 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preload Language | Windows 11 Pro 64 English | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Platform | Tiny 1L ARL Q870 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Processor | Intel® Core™ Ultra 7 265T vPro® Processor (E-cores up to 4.60 GHz P-cores up to 5.20 GHz) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DIMM Memory | 64 GB DDR5-5600MT/s (SODIMM) - (2 x 32 GB) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Storage Selection | 1 TB SSD M.2 2280 PCIe Gen5 Performance TLC Opal | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Storage Selection | No Storage Selection | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RAID | No RAID | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Graphics | NVIDIA RTX A1000 8GB GDDR6(if using TIO27 — must use "T" 35W processor) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Graphic Dongle | No Graphics Dongle | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Graphic Dongle | No Second Graphics Dongle | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ethernet | Integrated Ethernet | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Internal Speakers | Internal Speaker | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cable Lock | No Cable Lock | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| External Adapter Cage | No External Adapter Cage | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vertical Stand | No Vertical Stand | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Keyboard | USB, Traditional, Black - English (US) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mouse | USB Calliope Mouse (Black with Red Wheel) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Optional USB Port | No Optional USB Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| USB-C Port | No USB Type-C Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DP Port | No DP Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| VGA Port | No VGA Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rear Com Port | No Rear Com Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Rear Com Port | No Rear Com Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wireless LAN | Intel® Wi-Fi 7 BE200 2x2 BE vPro® & Bluetooth® 5.4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Power Adapter | 230W 89% Efficiency Power Adapter | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| VESA Mount | VESA Mount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tool-less for Open Chas | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HDMI Port | No HDMI Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Label | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recovery USB | No Recovery USB | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CO2 Neutral Label | No CO2 Neutral Label | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Publication | Publication - English/Polish/Portuguese | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bulk Package | No Bulk Package | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Microsoft Office | No Microsoft Office | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adobe | No Adobe | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adobe Acrobat | No Adobe Acrobat | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Security Software | No Security Software | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Security Software | No Second Security Software | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Third Security Software | No Third Security Software | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cloud Security Software | No Cloud Security Software | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Endpoint Management | No Endpoint Management | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Absolute BIOS Selector | BIOS Absolute Enabled | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Warranty | 3 Year On-site | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Digital Learning Hours | No Digital Learning Hours | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Build Assure | No Build Assure | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Third Storage Selection | No Storage Selection | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Graphic Dongle mDP | No Graphics Mini DP Dongle | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Third Graphic Dongle | No Third Graphics Dongle | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Ethernet | No Second Ethernet | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Second DP Port | No Second DP Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second VGA Port | No Second VGA Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GPU Cable | No GPU Cable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Expansion Card | No Expansion Card | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Expansion Card | No Second Expansion Card | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second HDMI Port | No Second HDMI Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Optional Riser Card | No Optional Riser Card | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dust Filter | No Dust Filter | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Energy Efficiency Cert | No Energy Efficiency Cert | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AI Agent | No AI Agent | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Configuration Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Characteristics | VALUES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bundle | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Imaging | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITC Custom Image Type | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cloud Recovery | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Image Management | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Microsoft Autopilot | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hard Drive Encryption | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Digital Welcome | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Custom BIOS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BIOS Customization | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pre-Provisioning | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| vPro Factory Pre-provisio | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Asset Tag | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Custom Asset Tag | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Drop-in Box | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITC Drop in Box | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Laser Etching and UV Printing | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Laser Etch and UV Print | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Others | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal | | | | \$26,643.06 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Lenovo Desktops | | Price | Qty | Ext. Price | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 12RRSE0N00 | Lenovo - ThinkCentre M75q Gen 5 - *CTO* <table border="1"> <tr><td>Line No.</td><td>1</td></tr> <tr><td>Part Number</td><td>12RRSE0N00</td></tr> <tr><td>Country/Region</td><td>US</td></tr> <tr><td>Product Name</td><td>Desktop TC M75q Gen 5_AMD_ES_Tiny_R</td></tr> </table> <table border="1"> <thead> <tr><th colspan="2">Product Configuration Details</th></tr> <tr><th>Characteristics</th><th>VALUES</th></tr> </thead> <tbody> <tr><td>Country/Region</td><td>USA</td></tr> <tr><td>Preload Type</td><td>Standard Image (Preload)</td></tr> <tr><td>Preload OS</td><td>Windows 11 Pro 64</td></tr> <tr><td>Preload Language</td><td>Windows 11 Pro 64 English</td></tr> <tr><td>Platform</td><td>Tiny_Phoenix</td></tr> <tr><td>Processor</td><td>AMD Ryzen™ 5 8500GE Processor (3.40 GHz up to 5.00 GHz)</td></tr> <tr><td>DIMM Memory</td><td>16 GB DDR5-5200MT/s (SODIMM)</td></tr> <tr><td>Storage Selection</td><td>512 GB SSD M.2 2280 PCIe Gen4 TLC Opal</td></tr> <tr><td>Second Storage Selectio</td><td>No Storage Selection</td></tr> <tr><td>RAID</td><td>No RAID</td></tr> <tr><td>Optical Drive</td><td>No Optical Drive</td></tr> <tr><td>Graphics</td><td>Integrated Graphics</td></tr> <tr><td>Graphic Dongle</td><td>No Graphics Dongle</td></tr> <tr><td>Second Graphic Dongle</td><td>No Second Graphics Dongle</td></tr> <tr><td>Ethernet</td><td>Integrated Ethernet</td></tr> <tr><td>Internal Speakers</td><td>Internal Speaker</td></tr> <tr><td>Cable Lock</td><td>No Cable Lock</td></tr> <tr><td>External Adapter Cage</td><td>No External Adapter Cage</td></tr> <tr><td>Vertical Stand</td><td>No Vertical Stand</td></tr> <tr><td>Keyboard</td><td>USB, Traditional, Black - English (US)</td></tr> <tr><td>Mouse</td><td>USB Calliope Mouse (Black)</td></tr> <tr><td>Optional USB Port</td><td>No Optional USB Port</td></tr> <tr><td>USB-C Port</td><td>No USB Type-C Port</td></tr> <tr><td>DP Port</td><td>No DP Port</td></tr> <tr><td>VGA Port</td><td>No VGA Port</td></tr> <tr><td>Rear Com Port</td><td>No Rear Com Port</td></tr> <tr><td>Second Rear Com Port</td><td>No Rear Com Port</td></tr> <tr><td>VGA Cable</td><td>No VGA Cable</td></tr> <tr><td>USB to Parallel Port</td><td>NO_USB_TO_PARALLEL_PORT</td></tr> <tr><td>Wireless LAN</td><td>Realtek Wi-Fi 6 RTL8852BE 2x2 AX & Bluetooth® 5.1 or above</td></tr> <tr><td>Power Adapter</td><td>90W 89% Efficiency Power Adapter</td></tr> <tr><td>VESA Mount</td><td>No VESA Mount</td></tr> <tr><td>Education Sticker</td><td>No Education Sticker</td></tr> <tr><td>Tool-less for Open Chas</td><td>None</td></tr> <tr><td>HDMI Port</td><td>No HDMI Port</td></tr> <tr><td>Label</td><td>None</td></tr> <tr><td>TUV Low Noise Certifica</td><td>No TUV Low Noise Certificate</td></tr> <tr><td>Dust Shield</td><td>No Dust Shield</td></tr> <tr><td>EPEAT Gold Certificate</td><td>No EPEAT Gold Certificate</td></tr> <tr><td>Recovery USB</td><td>No Recovery USB</td></tr> <tr><td>CO2 Neutral Label</td><td>No CO2 Neutral Label</td></tr> <tr><td>Publication</td><td>Publication - English/Polish/Portuguese</td></tr> <tr><td>Bulk Package</td><td>No Bulk Package</td></tr> <tr><td>Microsoft Office</td><td>No Microsoft Office</td></tr> <tr><td>Adobe</td><td>No Adobe</td></tr> <tr><td>Adobe Acrobat</td><td>No Adobe Acrobat</td></tr> <tr><td>Security Software</td><td>No Security Software</td></tr> <tr><td>Second Security Software</td><td>No Second Security Software</td></tr> <tr><td>Third Security Software</td><td>No Third Security Software</td></tr> <tr><td>Cloud Security Software</td><td>No Cloud Security Software</td></tr> <tr><td>MS Secured Core L3</td><td>No MS Secured Core L3</td></tr> <tr><td>Microsoft Managed Des</td><td>No Microsoft Managed Desktop</td></tr> <tr><td>Endpoint Management</td><td>No Endpoint Management</td></tr> <tr><td>Absolute BIOS Selector</td><td>BIOS Absolute Enabled</td></tr> <tr><td>Warranty</td><td>3 Year Onsite</td></tr> <tr><td>Modem Standby</td><td>Modem Standby Disabled</td></tr> <tr><td>ThinkCentre Customizati</td><td>NONE</td></tr> <tr><td>Digital Learning Horus</td><td>NONE</td></tr> <tr><td>IGEL OS license</td><td>None</td></tr> <tr><td>OEM Logo-less BIOS</td><td>NONE</td></tr> <tr><td>Build Assure</td><td>NONE</td></tr> <tr><td>Google Chrome Browser</td><td>NONE</td></tr> </tbody> </table> <table border="1"> <thead> <tr><th colspan="2">Configuration Services</th></tr> <tr><th>Characteristics</th><th>VALUES</th></tr> </thead> <tbody> <tr><td></td><td>Bundle</td></tr> <tr><td></td><td>Imaging</td></tr> <tr><td>ITC Custom Image Type</td><td>None</td></tr> <tr><td>Cloud Recovery</td><td>None</td></tr> <tr><td>Image Management</td><td>None</td></tr> <tr><td>Microsof Autopilot</td><td>NONE</td></tr> <tr><td>Hard Drive Encryption</td><td>NONE</td></tr> <tr><td>Digital_Welcome</td><td>NONE</td></tr> <tr><td></td><td>Custom BIOS</td></tr> <tr><td>BIOS Customization</td><td>NONE</td></tr> <tr><td></td><td>Pre-Provisioning</td></tr> <tr><td>vPro Factory Pre-provisi</td><td>NONE</td></tr> <tr><td></td><td>Asset Tag</td></tr> <tr><td>Custom Asset Tag</td><td>None</td></tr> <tr><td></td><td>Drop-in Box</td></tr> <tr><td>ITC Drop in Box</td><td>None</td></tr> <tr><td></td><td>Laser Etching and UV Printing</td></tr> <tr><td>Laser_Etch and UV_Prin</td><td>NONE</td></tr> <tr><td></td><td>Others</td></tr> <tr><td></td><td>Services</td></tr> <tr><td>Part Number</td><td>Description</td></tr> </tbody> </table> | Line No. | 1 | Part Number | 12RRSE0N00 | Country/Region | US | Product Name | Desktop TC M75q Gen 5_AMD_ES_Tiny_R | Product Configuration Details | | Characteristics | VALUES | Country/Region | USA | Preload Type | Standard Image (Preload) | Preload OS | Windows 11 Pro 64 | Preload Language | Windows 11 Pro 64 English | Platform | Tiny_Phoenix | Processor | AMD Ryzen™ 5 8500GE Processor (3.40 GHz up to 5.00 GHz) | DIMM Memory | 16 GB DDR5-5200MT/s (SODIMM) | Storage Selection | 512 GB SSD M.2 2280 PCIe Gen4 TLC Opal | Second Storage Selectio | No Storage Selection | RAID | No RAID | Optical Drive | No Optical Drive | Graphics | Integrated Graphics | Graphic Dongle | No Graphics Dongle | Second Graphic Dongle | No Second Graphics Dongle | Ethernet | Integrated Ethernet | Internal Speakers | Internal Speaker | Cable Lock | No Cable Lock | External Adapter Cage | No External Adapter Cage | Vertical Stand | No Vertical Stand | Keyboard | USB, Traditional, Black - English (US) | Mouse | USB Calliope Mouse (Black) | Optional USB Port | No Optional USB Port | USB-C Port | No USB Type-C Port | DP Port | No DP Port | VGA Port | No VGA Port | Rear Com Port | No Rear Com Port | Second Rear Com Port | No Rear Com Port | VGA Cable | No VGA Cable | USB to Parallel Port | NO_USB_TO_PARALLEL_PORT | Wireless LAN | Realtek Wi-Fi 6 RTL8852BE 2x2 AX & Bluetooth® 5.1 or above | Power Adapter | 90W 89% Efficiency Power Adapter | VESA Mount | No VESA Mount | Education Sticker | No Education Sticker | Tool-less for Open Chas | None | HDMI Port | No HDMI Port | Label | None | TUV Low Noise Certifica | No TUV Low Noise Certificate | Dust Shield | No Dust Shield | EPEAT Gold Certificate | No EPEAT Gold Certificate | Recovery USB | No Recovery USB | CO2 Neutral Label | No CO2 Neutral Label | Publication | Publication - English/Polish/Portuguese | Bulk Package | No Bulk Package | Microsoft Office | No Microsoft Office | Adobe | No Adobe | Adobe Acrobat | No Adobe Acrobat | Security Software | No Security Software | Second Security Software | No Second Security Software | Third Security Software | No Third Security Software | Cloud Security Software | No Cloud Security Software | MS Secured Core L3 | No MS Secured Core L3 | Microsoft Managed Des | No Microsoft Managed Desktop | Endpoint Management | No Endpoint Management | Absolute BIOS Selector | BIOS Absolute Enabled | Warranty | 3 Year Onsite | Modem Standby | Modem Standby Disabled | ThinkCentre Customizati | NONE | Digital Learning Horus | NONE | IGEL OS license | None | OEM Logo-less BIOS | NONE | Build Assure | NONE | Google Chrome Browser | NONE | Configuration Services | | Characteristics | VALUES | | Bundle | | Imaging | ITC Custom Image Type | None | Cloud Recovery | None | Image Management | None | Microsof Autopilot | NONE | Hard Drive Encryption | NONE | Digital_Welcome | NONE | | Custom BIOS | BIOS Customization | NONE | | Pre-Provisioning | vPro Factory Pre-provisi | NONE | | Asset Tag | Custom Asset Tag | None | | Drop-in Box | ITC Drop in Box | None | | Laser Etching and UV Printing | Laser_Etch and UV_Prin | NONE | | Others | | Services | Part Number | Description | \$1,002.34 | 116 | \$116,271.44 |
| Line No. | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part Number | 12RRSE0N00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Country/Region | US | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Product Name | Desktop TC M75q Gen 5_AMD_ES_Tiny_R | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Product Configuration Details | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Characteristics | VALUES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Country/Region | USA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preload Type | Standard Image (Preload) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preload OS | Windows 11 Pro 64 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Preload Language | Windows 11 Pro 64 English | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Platform | Tiny_Phoenix | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Processor | AMD Ryzen™ 5 8500GE Processor (3.40 GHz up to 5.00 GHz) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DIMM Memory | 16 GB DDR5-5200MT/s (SODIMM) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Storage Selection | 512 GB SSD M.2 2280 PCIe Gen4 TLC Opal | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Storage Selectio | No Storage Selection | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RAID | No RAID | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Optical Drive | No Optical Drive | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Graphics | Integrated Graphics | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Graphic Dongle | No Graphics Dongle | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Graphic Dongle | No Second Graphics Dongle | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ethernet | Integrated Ethernet | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Internal Speakers | Internal Speaker | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cable Lock | No Cable Lock | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| External Adapter Cage | No External Adapter Cage | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vertical Stand | No Vertical Stand | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Keyboard | USB, Traditional, Black - English (US) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mouse | USB Calliope Mouse (Black) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Optional USB Port | No Optional USB Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| USB-C Port | No USB Type-C Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DP Port | No DP Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| VGA Port | No VGA Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rear Com Port | No Rear Com Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Rear Com Port | No Rear Com Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| VGA Cable | No VGA Cable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| USB to Parallel Port | NO_USB_TO_PARALLEL_PORT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wireless LAN | Realtek Wi-Fi 6 RTL8852BE 2x2 AX & Bluetooth® 5.1 or above | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Power Adapter | 90W 89% Efficiency Power Adapter | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| VESA Mount | No VESA Mount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Education Sticker | No Education Sticker | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tool-less for Open Chas | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| HDMI Port | No HDMI Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| TUV Low Noise Certifica | No TUV Low Noise Certificate | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dust Shield | No Dust Shield | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EPEAT Gold Certificate | No EPEAT Gold Certificate | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recovery USB | No Recovery USB | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CO2 Neutral Label | No CO2 Neutral Label | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Publication | Publication - English/Polish/Portuguese | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bulk Package | No Bulk Package | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Microsoft Office | No Microsoft Office | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adobe | No Adobe | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adobe Acrobat | No Adobe Acrobat | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Security Software | No Security Software | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Security Software | No Second Security Software | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Third Security Software | No Third Security Software | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cloud Security Software | No Cloud Security Software | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MS Secured Core L3 | No MS Secured Core L3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Microsoft Managed Des | No Microsoft Managed Desktop | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Endpoint Management | No Endpoint Management | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Absolute BIOS Selector | BIOS Absolute Enabled | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Warranty | 3 Year Onsite | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Modem Standby | Modem Standby Disabled | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ThinkCentre Customizati | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Digital Learning Horus | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| IGEL OS license | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OEM Logo-less BIOS | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Build Assure | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Google Chrome Browser | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Configuration Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Characteristics | VALUES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Bundle | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Imaging | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITC Custom Image Type | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cloud Recovery | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Image Management | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Microsof Autopilot | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hard Drive Encryption | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Digital_Welcome | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Custom BIOS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BIOS Customization | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Pre-Provisioning | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| vPro Factory Pre-provisi | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Asset Tag | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Custom Asset Tag | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Drop-in Box | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITC Drop in Box | None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Laser Etching and UV Printing | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Laser_Etch and UV_Prin | NONE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Others | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Services | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Part Number | Description | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Subtotal | | \$116,271.44 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Non-Returnable/Non-Refundable Language

HPI Note:
 Customer understands that all orders for HP Inc. are final when accepted by HP Inc.. No cancellations, returns, exchanges or refunds are

allowed.

Lenovo Note:


Customer understands that all Standard Lenovo.com purchase orders for Lenovo offers a 30 calendar day from invoice date, Lenovo Outlet purchases & Motorola products: Return window is 14 calendar days, Lenovo PRO purchases: Return window is 45 calendar days, excluding any applicable return shipping and handling fees or restocking fees. Digital software delivered electronically cannot be returned. Partial refunds or returns for bundled items or digital gaming products are not allowed. Products must be returned in their original packaging with all accessories. You must obtain a Return Merchandise Authorization (RMA) number before sending the product back. The product must be received at Lenovo's return center within 10 calendar days of RMA issuance. A 15% restocking fee applies.

Supply Chain Challenges

Due to ongoing supply chain challenges, neither HBS or our hardware manufacturer partners can guarantee product availability or pricing until the product is shipped.

| Quote Summary | Amount |
|---------------------|---------------------|
| HP Laptops | \$30,304.68 |
| Lenovo Monitors | \$49,096.99 |
| Lenovo Workstations | \$26,643.06 |
| Lenovo Desktops | \$116,271.44 |
| Total: | \$222,316.17 |

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSflex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

| Acceptance | |
|---|---|
| <p>Wausau Area Office</p> <p>Quinton Woller</p> <hr/> <p>Signature / Name</p> <p>04/17/2026</p> <hr/> <p>Date</p> | <p>City of Marquette</p>  <p>Todd Carruth</p> <hr/> <p>Signature / Name</p> <p>4/17/2026 3:36:32 PM</p> <hr/> <p>Date</p> <p>tcarruth@marquettemi.gov</p> <hr/> <p>Email Address</p> <p>174.204.64.16</p> <hr/> <p>IP Address</p> <p>tcarruth@marquettemi.gov</p> <hr/> <p>PO Number</p> |
| | <p>TLC</p> <hr/> <p>Initials</p> |



Date: 4/18/26
To: Todd Carruth
From: Nick Hogan
Subject: Lease Proposal – Computer Refresh

Thank you for allowing CCA the opportunity to offer our leasing services to your company. CCA is committed to providing superior customer service and flexible lease options designed to meet your requirements. Based on the information that CCA has been provided for your transaction, we are proposing the following:

Lessee: City of Marquette, MI

Lessor: CCA Financial, LLC

Equipment Descriptions: Heartland Business Systems Quote #375148 v5

Equipment Cost: \$222,316.17

Lease Term & Rate: 48 months @ \$4,956/mo
Implicit Annual Interest Rate – 3.5%

Installation Period: Installation and Acceptance should be completed TBD. Prior to Acceptance, CCA shall have the right to withdraw this proposal at its sole and absolute discretion based on material adverse change in the financial position of Lessee.

Rent Commencement: Rent will begin upon the acceptance date and the lease term will start on the first day of the month following the acceptance date (the “Commencement Date”). The rent during this period is calculated as one-thirtieth of the monthly rental.

End of Lease Options: Options include returning the equipment, purchasing the equipment, or extending the lease. All buyout and extension pricing is based on fair market value.

Equipment Upgrades: CCA will permit mid-term equipment upgrades and rework lease terms to facilitate Lessee’s requirements under terms and conditions acceptable to both parties.

Customer Responsibilities: Lessee is responsible for all associated expenses such as transportation in/out, installation, deinstallation, insurance and all applicable taxes including personal property taxes and sales taxes.

Documentation: CCA standard documentation will be used and all terms of the Master Lease Agreement shall apply.

Proposal Expiration: This proposal expires at 5:00pm on 5/18/2026.

Note: CCA Financial does not charge documentation fees.

Agreed to and Accepted by: Signature below constitutes your agreement to proceed with this proposal as stated.

Authorized Representative of City of Marquette, MI

Date: _____

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, April 27, 2026

New Business

Sidewalk Repair and Replacement Project

BACKGROUND:

Plans have been developed for the City's annual Sidewalk Repair and Replacement project. The work includes repair and replacement of sidewalks throughout the City to reduce pedestrian hazards and increase ADA compliance.

This work was advertised for bids on March 3, 2026, and bids were opened on April 8, 2026. Four bids were received, and the results are summarized below:

| Bidder | Bid Total |
|----------------------------|--------------------|
| Associated Constructors | \$64,565.00 |
| Premeau Construction Inc. | \$73,682.00 |
| Arrow Constructions | \$82,144.00 |
| U.P. Concrete Co. | \$94,947.00 |
| <i>Engineer's Estimate</i> | <i>\$89,137.00</i> |

FISCAL EFFECT:

Sufficient funds are available in the approved FY 2026 budget for the contract amount and requested contingency.

RECOMMENDATION:

Approve a contract with Associated Constructors, LLC for the Sidewalk Repair and Replacement Project at a cost of \$64,565 based on quantities and unit prices in the proposal, allow the City Manager to use a 15 percent contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Associated Contract - Signed
2. Bid Tab Report BP26-02 - Sidewalk Repair and Replace
3. 2026 Sidewalk Replacement Overview Map

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Sidewalk Repair and Replacement Project

PROJECT NUMBERS: MQ26-018

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 Associated Constructors of Negaunee, MI, a Domestic Limited Liability Company, holding license number 801142740, 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 27, 2026, and the completion date of this project is August 29, 2026. The Contractor shall be penalized in the amount of \$400 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 \$64,565, 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 Contractor shall comply with all applicable laws and City Commission policies.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.
6. Safety and Fire Protection:
The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

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

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

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

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this _____ day of _____, 20__.

THE CITY OF MARQUETTE

Witness

Paul Schloegel, Mayor
City of Marquette

Witness

Kyle L. Whitney, City Clerk
City of Marquette

Associated Constructors

Brian Luskley

Witness
Gary J. ...

Witness

Peter J. O'Donoghue Sr.
By: PETER J. O'DONOGHUE, Sr.
Its: Owner
Address: P.O. Box 970 Marquette mi 49855
Telephone#: 906.226.6504

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)

04/15/2026

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 Gauthier Insurance P.O. Box 376 219 S. Main Street Ishpeming MI 49849 | | CONTACT NAME: Rachel Solomon PHONE (A/C, No, Ext): (906) 485-6391 E-MAIL ADDRESS: Rachel@GauthierInsurance.com FAX (A/C, No): (906) 485-1277 | |
| INSURED ASSOCIATED CONSTRUCTORS, LLC DBA ASSOCIATED REDI-MIX & BLOCK PO Box 970 Marquette MI 49855-0970 | | INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company INSURER B: EMCASCO Insurance Company INSURER C: Accident Fund National INSURER D: INSURER E: INSURER F: | |
| | | NAIC # | |
| | | 21415 | 21407 |
| | | 12305 | |

COVERAGES

CERTIFICATE NUMBER: MASTER 25-26 w/WC

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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG 2292 SNOW PLOW GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | 6D38395 | 10/01/2025 | 10/01/2026 | EACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 | | | | | | |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | Y | | 6E38395 | 10/01/2025 | 10/01/2026 | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | 6J38395 | 10/01/2025 | 10/01/2026 | Employee Benefits \$ 1,000,000 |
| | EACH OCCURRENCE \$ 5,000,000 | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 100083028 | 01/01/2026 | 01/01/2027 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| A | TRANSPORTATION (AGG, CEMENT PRODUCT, CONTRACTORS EQUIP.) | | | 6D38395 | 10/01/2025 | 10/01/2026 | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | AGGREGATE \$ 5,000,000 |
| C | | | | | | | PER STATUTE OTH-ER \$ |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| A | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | | | | LIMIT \$ 750,000 |
| A | | | | | | | DEDUCTIBLE \$ 1,000 |

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

The City of Marquette, its officers, directors, members, partners, agents, and employees are included as additional insureds on the General Liability and Business Auto policies. A waiver of subrogation is in favor additional insureds.

CERTIFICATE HOLDER**CANCELLATION**

City of Marquette
 300 W. Baraga Ave

Marquette

MI 49855

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

AUTHORIZED REPRESENTATIVE

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Bond No. 2675383

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Tyler Gauthier

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

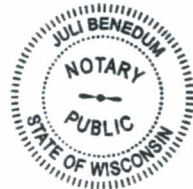
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 27th day of April, 2026.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.



Bond Number 2675383

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

That Associated Constructors LLC 14 Industrial Park Dr, Negaunee, MI 49866-9627
(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto City of Marquette of 300 W Baraga Ave, Marquette, MI 49855-4712
(Name and address of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Sixty-Four Thousand Five Hundred and Sixty-Five Dollars and Zero Cents Dollars (\$ 64,565.00),
(Insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 04/27/2026 entered into a contract with Owner for Sidewalk Repair and replacement

in accordance with drawings and specifications prepared by _____
(Name of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the conditions outlined on the reverse side of this bond:

Signed and Sealed this 27 day of April 20 26

Principal:
Associated Constructors LLC
By: _____ (SEAL)
Name Typed: PETE J. O'DOVERO, OWNER
Title

Witness: _____

Surety:
West Bend Insurance Company
By: TFG (SEAL)
Name Typed: Tyler Gauthier, Attorney-In-Fact
Title

Witness: Erin J. Gauthier

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein of the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this 27 day of April 20 26

Witness: Brian J. Lally

Witness: Erin D. Gauthier

Principal:
Associated Constructors LLC
By: Pete J. O'Doverc Sr. (SEAL)
Name Typed: PETE J. O'DOVERC, OWNER
Title

Surety:
West Bend Insurance Company
By: T.F. Gauthier (SEAL)
Name Typed: Tyler Gauthier, Attorney-In-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.



Bond Number 2675383

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That Associated Constructors LLC of 14 Industrial Park Dr , Negaunee, MI 49866-9627
(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto City of Marquette of 300 W Baraga Ave, Marquette, MI 49855-4712
(Name and address of the Owner)

as Obligee, hereinafter called Owner, in the amount of _____
Sixty-Four Thousand Five Hundred and Sixty-Five Dollars and Zero Cents Dollars (\$ 64,565.00),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 04/27/2026 entered into a contract with Owner for Sidewalk Repair and replacement
in accordance with drawings and specifications prepared by _____
(Name of Architect or Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's Obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be increased automatically and immediately, without the need for separate amendments hereto, upon amendment to the Contract that does not increase the contract price more than ten (10) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

CONDITIONS

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal released work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.



Solicitation Information

City of Marquette

Solicitation Number

BP26-02 - Sidewalk Repair and Replace

Deadline

04/08/2026 11:00 AM EDT

Advertised

03/03/2026 09:03 AM EST

Description

MQ26-018 - Sidewalk Repair and Replacement

The work under this contract consists of removing and replacing concrete sidewalk throughout the City of Marquette.

Location(s)

Marquette, Michigan

Bidders

| Business Name | Address | Phone |
|--------------------------|--|----------------|
| Arrow Constructions | 422 US 41 E Neguantee, MI 49866 | (906) 228-4142 |
| Premeau Construction Inc | 904 W Baraga Ave Marquette, MI 49855-4029 | (906) 228-8851 |
| Associated Constructors | 14 Industrial Park Dr Negaunee, MI 49866-9627 | (906) 361-4823 |
| UP Concrete Co | PO Box 25 Bark River, MI 49807 | (906) 420-5373 |
| 4 Bidders | | |

Schedule of Items

| Bidder | Quantity | Unit Price | Extension |
|---|----------|------------|------------|
| 1077051 | | | |
| _ Resident Notification, Max \$2,500 | | | |
| LSUM | | | |
| Associated Constructors | 1.0000 | \$500.00 | \$500.00 |
| Premeau Construction Inc | 1.0000 | \$1,000.00 | \$1,000.00 |
| Arrow Constructions | 1.0000 | \$2,500.00 | \$2,500.00 |
| UP Concrete Co | 1.0000 | \$2,500.00 | \$2,500.00 |
| 1100001 | | | |
| Mobilization, Max \$5,000 | | | |
| LSUM | | | |
| Associated Constructors | 1.0000 | \$3,000.00 | \$3,000.00 |
| Premeau Construction Inc | 1.0000 | \$5,000.00 | \$5,000.00 |
| Arrow Constructions | 1.0000 | \$5,000.00 | \$5,000.00 |
| UP Concrete Co | 1.0000 | \$5,000.00 | \$5,000.00 |
| 2040021 | | | |
| Curb, Rem | | | |
| Ft | | | |
| Associated Constructors | 32.0000 | \$35.00 | \$1,120.00 |
| Premeau Construction Inc | 32.0000 | \$30.00 | \$960.00 |
| Arrow Constructions | 32.0000 | \$55.00 | \$1,760.00 |

Schedule of Items

| Bidder | Quantity | Unit Price | Extension |
|--|----------|------------|-------------|
| 2040021 Curb, Rem Ft | | | |
| UP Concrete Co | 32.0000 | \$20.00 | \$640.00 |
| 2040055 Sidewalk, Rem Syd | | | |
| Associated Constructors | 363.0000 | \$36.00 | \$13,068.00 |
| Premeau Construction Inc | 363.0000 | \$35.00 | \$12,705.00 |
| Arrow Constructions | 363.0000 | \$35.00 | \$12,705.00 |
| UP Concrete Co | 363.0000 | \$45.00 | \$16,335.00 |
| 2087051 _ Soil Erosion and Sedimentation Control LSUM | | | |
| Associated Constructors | 1.0000 | \$600.00 | \$600.00 |
| Premeau Construction Inc | 1.0000 | \$1,000.00 | \$1,000.00 |
| Arrow Constructions | 1.0000 | \$2,000.00 | \$2,000.00 |
| UP Concrete Co | 1.0000 | \$900.00 | \$900.00 |
| 2090001 Project Cleanup LSUM | | | |
| Associated Constructors | 1.0000 | \$1,000.00 | \$1,000.00 |
| Premeau Construction Inc | 1.0000 | \$1,000.00 | \$1,000.00 |

Schedule of Items

| Bidder | Quantity | Unit Price | Extension |
|--|----------|------------|------------|
| 2090001 Project Cleanup LSUM | | | |
| Arrow Constructions | 1.0000 | \$2,000.00 | \$2,000.00 |
| UP Concrete Co | 1.0000 | \$3,000.00 | \$3,000.00 |
| 3010002 Subbase, CIP Cyd | | | |
| Associated Constructors | 20.0000 | \$20.00 | \$400.00 |
| Premeau Construction Inc | 20.0000 | \$25.00 | \$500.00 |
| Arrow Constructions | 20.0000 | \$40.00 | \$800.00 |
| UP Concrete Co | 20.0000 | \$10.00 | \$200.00 |
| 8010005 Driveway, Nonreinf Conc, 6 inch Syd | | | |
| Associated Constructors | 20.0000 | \$15.00 | \$300.00 |
| Premeau Construction Inc | 20.0000 | \$135.00 | \$2,700.00 |
| Arrow Constructions | 20.0000 | \$135.00 | \$2,700.00 |
| UP Concrete Co | 20.0000 | \$135.00 | \$2,700.00 |
| 8020008 Curb, Conc., City Standard ft | | | |
| Associated Constructors | 32.0000 | \$35.00 | \$1,120.00 |

Schedule of Items

| Bidder | Quantity | Unit Price | Extension |
|--|------------|------------|-------------|
| 8020008 Curb, Conc., City Standard ft | | | |
| Premeau Construction Inc | 32.0000 | \$65.00 | \$2,080.00 |
| Arrow Constructions | 32.0000 | \$55.00 | \$1,760.00 |
| UP Concrete Co | 32.0000 | \$40.00 | \$1,280.00 |
| 8030010 Detectable Warning Surface Ft | | | |
| Associated Constructors | 4.0000 | \$90.00 | \$360.00 |
| Premeau Construction Inc | 4.0000 | \$65.00 | \$260.00 |
| Arrow Constructions | 4.0000 | \$75.00 | \$300.00 |
| UP Concrete Co | 4.0000 | \$70.00 | \$280.00 |
| 8030044 Sidewalk, Conc, 4 inch Sft | | | |
| Associated Constructors | 2,244.0000 | \$12.00 | \$26,928.00 |
| Premeau Construction Inc | 2,244.0000 | \$13.00 | \$29,172.00 |
| Arrow Constructions | 2,244.0000 | \$13.00 | \$29,172.00 |
| UP Concrete Co | 2,244.0000 | \$18.00 | \$40,392.00 |

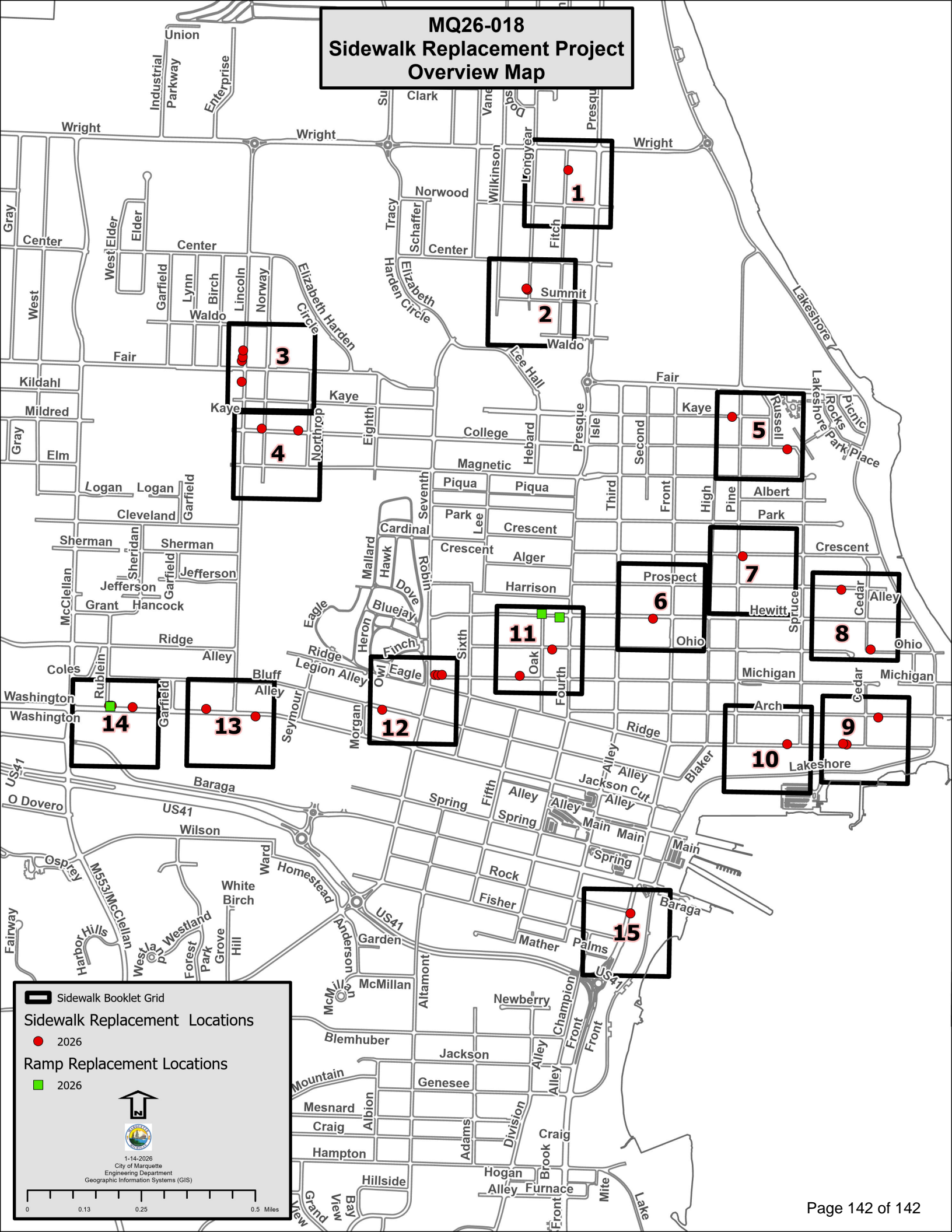
Schedule of Items

| Bidder | Quantity | Unit Price | Extension |
|--|----------|------------|-------------|
| 8030046 Sidewalk, Conc, 6 inch Sft | | | |
| Associated Constructors | 824.0000 | \$15.00 | \$12,360.00 |
| Premeau Construction Inc | 824.0000 | \$15.00 | \$12,360.00 |
| Arrow Constructions | 824.0000 | \$15.00 | \$12,360.00 |
| UP Concrete Co | 824.0000 | \$19.00 | \$15,656.00 |
| 8032002 Curb Ramp, Conc, 6 inch Sft | | | |
| Associated Constructors | 25.0000 | \$20.00 | \$500.00 |
| Premeau Construction Inc | 25.0000 | \$15.00 | \$375.00 |
| Arrow Constructions | 25.0000 | \$15.00 | \$375.00 |
| UP Concrete Co | 25.0000 | \$19.00 | \$475.00 |
| 8037011 _ Root Removal Syd | | | |
| Associated Constructors | 8.0000 | \$50.00 | \$400.00 |
| Premeau Construction Inc | 8.0000 | \$25.00 | \$200.00 |
| Arrow Constructions | 8.0000 | \$65.00 | \$520.00 |

Schedule of Items

| Bidder | Quantity | Unit Price | Extension |
|--|----------|------------|----------------------------|
| 8037011 _ Root Removal Syd | | | |
| UP Concrete Co | 8.0000 | \$10.00 | \$80.00 |
| 8120170 Minor Traf Devices LSUM | | | |
| Associated Constructors | 1.0000 | \$200.00 | \$200.00 |
| Premeau Construction Inc | 1.0000 | \$500.00 | \$500.00 |
| Arrow Constructions | 1.0000 | \$2,000.00 | \$2,000.00 |
| UP Concrete Co | 1.0000 | \$2,800.00 | \$2,800.00 |
| 8167001 _ Place 4 Topsoil, Fertilizer, Seed, and Mulch Ft | | | |
| Associated Constructors | 774.0000 | \$3.50 | \$2,709.00 |
| Premeau Construction Inc | 774.0000 | \$5.00 | \$3,870.00 |
| Arrow Constructions | 774.0000 | \$8.00 | \$6,192.00 |
| UP Concrete Co | 774.0000 | \$3.50 | \$2,709.00 |
| Item totals for Schedule of Items (16 Items) | | | Total |
| Associated Constructors | | | Totals: \$64,565.00 |
| Premeau Construction Inc | | | Totals: \$73,682.00 |
| Arrow Constructions | | | Totals: \$82,144.00 |
| UP Concrete Co | | | Totals: \$94,947.00 |

MQ26-018 Sidewalk Replacement Project Overview Map



Legend

- Sidewalk Booklet Grid
- Sidewalk Replacement Locations**
- 2026
- Ramp Replacement Locations**
- 2026

1-14-2026
City of Marquette
Engineering Department
Geographic Information Systems (GIS)