City of Marquette, MI

Meeting Agenda
City Commission

Monday, April 14, 2025
6:00 PM
Commission Chambers

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)
Delynn Klein, Board of Zoning Appeals for a term ending 2-15-28

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

2. Consent Agenda

- **2.a.** Approve the minutes of the March 31, 2025 regular Commission meeting
- **2.b.** Approve the minutes of the April 2, 2025 Commission work session
- **2.c.** Approve the total bills payable in the amount of $1,590,896.13 which excludes $878.79 in City Commission travel reimbursement, this reimbursement will be New Business items 4-5.
- **2.d.** 2025 Fireworks Permit
- **2.e.** Agreement to use and Occupy Unpatented Great Lakes Bottomlands for Public Purposes
- **2.f.** Architecture Services - Cultural Center and Trailhead Change Order
- **2.g.** BLP Transmission Line Easement
- **2.h.** Construction Materials Testing Services for 2025 City Construction Projects
- **2.i.** Grove Street Booster Station Fiber Connect
- **2.j.** MQTS, Inc. Roller Derby Storage Space Lease Agreement
- **2.k.** Ordinance 25-03: Noxious Weeds
- **2.l.** Ordinance 25-04: Businesses and Business Licensing
- **2.m.** PIDP 2021 – City of Marquette – Protecting Critical Infrastructure and Improving Efficiency – Coastal Resiliency Project
- **2.n.** Proclamation - Workers Memorial Day

2.o. Sidewalk Repair and Replacement & Third Street Coal Bunker Rehabilitiation Project

2.p. Street Improvements and Structure Cover Adjustments Project

New Business

3. Ordinance 25-02: Overnight Occupation of Public Property - Roll Call Vote

4. Commissioner Larson Travel Reimbursement

5. Mayor Hanley Travel Reimbursement

6. Peg Hirvonen Bandshell - Construction Contract Award

7. Waiver Request for Planned Unit Development Proposal on W. Magnetic Street

8. Year-Round Off-Leash Dog Recreation Area

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

Agenda Date: 4/14/2025

Consent Agenda

Approve the minutes of the March 31, 2025 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 03-31-25 Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, March 31, 2025
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

Commissioner Sally Davis moved to Approve the agenda as presented, seconded by Commissioner Cary Gottlieb and Carried Unanimously.

Announcements

The Mayor had no announcements.

Boards and Committees

1. Appointment(s)

Perry David Allen II, Marquette Brownfield Redevelopment Authority, for an unexpired term ending 2-1-27
Perry David Allen II, Election Board, for a term ending 4-11-2029
Dallas Fetter, to the Board of Zoning Appeals as the Planning Commission representative, for a term ending 2-15-2026

Commissioner Michael Larson moved to Approve the appointment of Perry David Allen II, Marquette Brownfield Redevelopment Authority, for an unexpired term ending 2-1-27; Perry David Allen II, Election Board, for a term ending 4-11-29; Dallas Fetter, Board of Zoning Appeals as the Planning Commission representative, for a term ending 2-15-26, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously.

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

Representatives from Room at the Inn expressed concern about Ordinance 25-02 regarding overnight occupation on public property.

Presentation(s)

2. Iron Ore Heritage Recreation Authority Update, by Trail Administrator Bob Hendrickson

Iron Ore Heritage Trail Administrator Bob Hendrickson provided a brief history and an update on the Iron Ore Heritage Recreation Authority. He highlighted a variety of projects the authority has been involved in such as the Cultural Trial and the Carp River Kiln. It was noted that the Authority will soon address amending their Articles of Incorporation to reflect the current legislative bodies involved and expand on the eligibility of its members.

Public Hearing(s)

3. Able Medical Devices Industrial Development District - Roll Call Vote

Prior to opening the public hearing City Manager Karen Kovacs provided clarification on the purpose of PA 198 of 1974 and the process of establishing an Industrial Development District.

The Mayor opened the public hearing, during which various people shared their perspectives on the establishment of the Industrial Development District. A representative from Lake Superior Community Partnership voiced support for the proposal, while the Executive Director of NTN discussed its potential impact on the trail system. The CEO of Longyear provided background on Able Medical, detailing the history and key aspects of the development agreement. Additionally, he clarified the specific amount of property being proposed for designation as an Industrial Development District.

Following the public hearing a motion was made by Commission Gottlieb, seconded by Commissioner Davis to postpone to the April 28 meeting any action on the establishment of an Industrial Development District to allow the City manager to work with the property owner to craft language that would guarantee the integrity of the trails that currently exist on the owner's contiguous property. Discussion ensued with privilege comment given to the respective representatives from Able Medical and NTN board. Following discussion, the Commission voted on the motion. The motion failed 1-6 with Commissioner Gottlieb voting yes.

A second motion was made by Commissioner Mayer, to approve the resolution to establish an Industrial Development District and authorize the City Clerk to sign the resolution, seconded by Commissioner Ottaway and Carried by Roll Call Vote.

4. Recreation Master Plan - Roll Call Vote

Before opening the public hearing, Community Services Director Jon Swenson provided an overview of the process behind developing the Recreation Master Plan. He highlighted future projects and community needs that were identified within the plan.

After the presentation, the public hearing commenced, but no comments were received from the public.

Commissioner Ottaway moved to adopt the Resolution to approve the Five-Year Recreation Master Plan as publicly presented and authorize the Mayor and Clerk to sign the Resolution, seconded by Commissioner Davis. Commissioners commended staff on their efforts developing the plan. Following a brief discussion, the Commission voted on the motion 7-0 by Roll Call Vote.

5. Consent Agenda - Roll Call Vote

Commissioner Michael Larson moved to Approve the consent agenda as presented, seconded by Mayor Pro Tem Paul Schloegel and Carried by Roll Call Vote .

5.a. Approve the minutes of the March 10, 2025 regular Commission meeting

5.b. Approve the total bills payable in the amount of $2,532,070.74

5.c. Keweenaw Bay Indian Community - Special Event Permit

5.d. Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project

5.e. MQT Bike Rentals Lease Agreement

5.f. MQTS, INC. Roller Derby Storage Space Lease Agreement

5.g. Ordinance 25-02: Overnight Occupation of Public Property

5.h. Resolution to Approve the Addition of Michigan Cooperative Liquid Assets Securities System as an Approved Investment Option - Roll Call Vote

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

Virginia Killough shared her personal story, highlighting the impact that federal social safety net programs like Medicaid and Social Security have on her son's well-being. She spoke about the impending cuts to these programs, voicing her fears about the uncertain future that many families may face.

Comments from the Commission

Commissioner Larson recognized the importance of sharing personal stories and expressed appreciation to the community for the time given to public input for things such as the Recreation Master Plan and recent public hearings. He also thanked staff for keeping the city moving in light of the recent snowstorm.
Commissioner Schloegel echoed Commissioner Larson sentiment regarding sharing personal stories and empathized with Ms. Killough and others in similar situations. He also acknowledged everyone's cleanup efforts after the recent snow fall.
Commissioner Mayer shared his personal testimony empathizing with Ms. Killough.

Commissioner Ottaway emphasized the importance of making your voice heard, highlighting public comment periods as an avenue for individuals to express their opinions and concerns. He thanked the police department for their response to a recent event taking place at the Medical Center.
Commissioner Davis thanked the public for bringing light to vulnerable populations. She showed appreciation toward City staff for their snow removal efforts.
Commissioner Gottlieb echoed the previous Commissioners' comments.
Mayor Hanley thanked the public for coming to the meeting and sharing their stories and concerns.

Comments from the City Manager

City Manager Kovacs provided information for resources for those with concerns over federal changes and offered support in connecting the public with those resources. She reminded the public of her upcoming community office hours. Lastly, touched on the recent snow fall and provided insight about the public works department stating they are responsible for maintaining nearly 90 miles of road and 19 miles of sidewalks and multiple public parking lots.

Adjournment

The meeting was adjourned at 7:40 p.m.

_____ _____

Jessica Hanley, Mayor **Rachel Quayle, Deputy City Clerk**

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Agenda Date: 4/14/2025

Consent Agenda
Approve the minutes of the April 2, 2025 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- April 2 WS Minutes

City of Marquette, MI
300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda
City Commission

WORK SESSION

Wednesday, April 2, 2025
5:15 PM
Citizens' Forum, Lakeview Arena

Call to Order, Pledge of Allegiance and Roll Call

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

Commissioner Michael Larson moved to approve the agenda with two changes, eliminating the first public comment period and adding a commissioner comment section at the end of the meeting, seconded by Commissioner Cary Gottlieb and carried unanimously.

Announcements

Mayor Hanley had no announcements.

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

This item was removed.

1. Discussion - Lakeview Arena

City Manager Karen Kovacs provided a history of Lakeview Arena and discussed its impact in the area. She discussed the ongoing struggle to prioritize the maintenance and improvements of the facility against the city's ongoing budget needs. She said that limited financing options, staffing constraints, and restricted opportunities for revenue diversification can make municipal arena management difficult when compared to private options.

Charlie Holsworth and Josh Paquette of BASE Hospitality then presented the outlines of a proposal to assume ownership and operation of Lakeview Arena as a nonprofit entity. Their goals include keeping the facility as an ice rink and reinvesting in it as a long-term community asset, offering year-round ice and expanding use for local and out-of-town tournaments, increasing event flexibility and maximizing underutilized space, and leveraging private-sector advantages in capital investment, staffing, and fundraising.

They stated that a nonprofit operator is well positioned to make long-term

improvements and attract outside investment while preserving the arena's core community role.

Following the presentations, City Commissioners shared a range of questions and comments regarding the proposal. Discussion focused on the arena's financial structure and outstanding debt obligations, future planning and due diligence, affordability and access, long-term viability and a desire to ensure the arena remains a community asset.

Commissioners voiced interest in continuing the discussion about the plan, and requested more details, including a business plan, a clear timeline, and a summary of management structures from other arenas in the region.

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

Margaret Brumm spoke about the local importance of hockey and of Lakeview Arena and said tonight's presenters may represent the best option for the future of both.
Amanda Gobert expressed cautious optimism in the proposal and said a transition like this could succeed if it's done well.
Amanda Beerman said this could be a good move and said City Commissioners were asking good questions. She requested a long-term guarantee of ice rates and rental fees for user groups.
Nicole Harrington voiced concerns about possible fee increases and the impact on small user groups.
Barry Greenleaf said he was involved with the curling club and he voiced a desire for assurances that even small clubs would remain supported.
Becky Lloyd discussed the motivations behind public and private ownership models and said it is a slippery slope to begin cutting programs or selling assets based on what's profitable.
Karla Kramer said that public ownership is intended to provide wide accessibility, and she talked about how many people some from neighboring townships and cities to utilize the arena.
Annabelle Noe highlighted how often local youth use the facility and asked that it remain accessible for them.
Susan Lemire said she strongly opposed selling the arena outright.
Doug Garrow supported the intentions of the proposal, but urged a long-term vision over speed.
Kimber Anderson spoke about the figure skating club and stressed the need for ice availability and inclusive planning.

2. Commission Comments

Commissioner Davis said she would like to see a business plan. She said she has a lot of questions, and is looking forward to getting more information, but she said she doesn't want to move too quickly.
Commissioner Gottlieb said he thought he was elected in part due to his dedication to local recreation and that he takes that seriously. He said he would need substantially more information before making a decision.
Commissioner Larson said he found the proposal promising and supports continued dialogue and due diligence. He said he would like to review examples

from other communities.
Mayor Pro Tem Schloegel said Lakeview is a public asset and is a community and economic driver. He said he can see possible benefits to moving forward with a plan like this and said he would support additional conversations and meetings.
Commissioner Mayer said he supports further exploration of the proposal.
Commissioner Ottaway emphasized long-term planning and preserving public assets. He said that the city needs to be cautious with something like this and should be thinking decades into the future. He said he would support a first right of refusal being included in any sale.
Mayor Hanley said she agreed that any sale should include a first right of refusal clause, allowing the city to regain possession of the arena if the purchasers have economic issues in the future.

City Manager Kovacs thanked the Commission, and said she has heard requests for additional documentation, including prior reports, comparative data, and a full business plan from BASE. She also thanked and praised staff for their efforts.

Adjournment

Mayor Hanley adjourned the work session at 7:07 p.m.

_____ _____

Jessica Hanley, Mayor **Kyle Whitney, City Clerk**

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Agenda Date: 4/14/2025

Consent Agenda
2025 Fireworks Permit

BACKGROUND:

The Marquette Area Fourth of July Committee has requested a fireworks display permit for their 2025 Fireworks celebration at the Lower Harbor Ore Dock. The event is scheduled for July 3, 2025, with a rain date of July 4, 2025. The organizer provided the appropriate information and a certificate of insurance. The Fire Chief has approved the application.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve and sign the fireworks permit for the 2025 Marquette Fourth of July celebration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 2025 Fireworks Permit

2025 Application for Fireworks Other Than Consumer or Low Impact

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

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

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

NAME OF APPLICANT	ADDRESS OF APPLICANT	AGE OF APPLICANT 18 YEARS OR OLDER
Marquette 4th of July Committee	P.O Box 782, Marquette, MI 49855	■ YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR	ADDRESS OF PYROTECHNIC OPERATOR	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER
Great Lakes Fireworks, LLC.	3275 W. M-76, P.O Box 276 West Branch, MI 48661	■ YES ☐ NO
NO. YEARS EXPERIENCE: 25+	NO. DISPLAYS: 800+	WHERE: Throughout Michigan
NAME OF ASSISTANT	ADDRESS OF ASSISTANT	AGE OF ASSISTANT 18 YEARS OR OLDER
~~TBD~~ Chris Wattsson	~~TBD~~ 118 W. Washington St	■ YES ☐ NO
NAME OF OTHER ASSISTANT	ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER
TBD	~~TBD~~ Marquette, MI 49855	■ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY: From the Lower Ore Dock & Off of a Barge in the Downtown Harbor

DATE OF PROPOSED DISPLAY	TIME OF PROPOSED DISPLAY
July 3rd, 2025 (Rain: July 4th, 2025)	Approx 10:00 PM

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

Stored at Federally Licensed Facility Until Date of Display

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

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

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approx. 210	3" Shells
Approx. 225	4" Shells
Approx. 110	5" Shells
Approx. 70	6" Shells
Approx. 20	Various Barrage Cakes 3" & Smaller
Approx. 125	Mines, Fountains & Candles

SIGNATURE OF APPLICANT: [signature]

DATE: 2/24/25

BFS-417 (Rev 01/25)

2025 Permit for Fireworks Other than Consumer or Low Impact

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

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

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

☐ Agricultural / Wildlife Fireworks ☐ Articles Pyrotechnic ☑ Display Fireworks

☑ Public Display ☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

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

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

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

AGE (18 YEARS OR OLDER) ■ YES ☐ NO

ADDRESS OF PERSON PERMIT ISSUED TO: P.O Box 782, Marquette, MI 49855

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION:

ADDRESS:

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

Approx. 210	3" Shells
Approx. 225	4" Shells
Approx. 110	5" Shells
Approx. 70	6" Shells
Approx. 20	Various Barrage Cakes 3" & Smaller
Approx. 125	Mines, Fountains & Candles

EXACT LOCATION OF DISPLAY OR USE: From the Lower Ore Dock & Off of a Barge in the Downtown Harbor

CITY, VILLAGE, TOWNSHIP	DATE	TIME
Marquette	July 3rd 2025 (Rain July 4th, 2025)	Approx. 10:00 PM

BOND OR INSURANCE FILED: ☑ YES ☐ NO

AMOUNT: $5,000,000

Issued by action of the Legislative Body of the

☑ City ☐ Village ☐ Township of Marquette on the 3 day of July, 2025.

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

BFS-416 (Rev 01/25)

GREAT LAKES
FIREWORKS

3275 W M 76 • West Branch, MI 48661 • Office 989 726 5040 • Fax 989 726 5041 • greatlakesfireworks.com

Communication Worksheet

*Please Complete & Return. This will give us ALL the information we need for each display. (We will need a new one on file **EVERY YEAR** for repeat customers!)*

Customer Information: (*Person/Entity Who We Are Contracting With)

- Name: Marquette 4th of July Committee
- Address: P.O. Box 782, Marquette, MI 49855

Display Information:

- Display Date: July 3, 2025
- Rain Date: July 4, 2025
- Display Firing Time: 10:40 -ish PM

Firing Site Information: (Please be SPECIFIC!)

- Address: Lower Harbor Park Ore Dock
- Location at Address:

Authority Having Jurisdiction:

- Title: Fire marshall
- Township/City: Marquette
- Name: Jeff Fossitt
- Phone Number: 906-225-8941

Point of Contact for Day of Display Display:

- Name: Chris W
- Cell Phone: 906-458-6803
- Email:
- Alternate Contact: Victoria Leonhardt
- Alternate Cell Phone: 906-630-6174

Additionally Insured:

- Please List Requested Additions: (If there are more than 4, please attach names on separate sheet)
  - City of Marquette
  -
  -
  -

Any Additional Information We May Need to Know:

-

Detailed Directions on How to Get to Site From Major Highway:

- Take [redacted] 28 to 41 / [redacted] Front Street. Front street to Lakeshore Blvd, take to Baraga Ave and turn right to the barge at the end of the road near the Pier.

MARQARE-01 AHILLIER

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: Alex Hillier
Acrisure Great Lakes Partners Insurance Services, LLC 223 West Grand River Ave #1 Howell, MI 48843	PHONE (A/C, No, Ext): (906) 226-2489 FAX (A/C, No): E-MAIL ADDRESS: ahillier@acrisure.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Auto-Owners Insurance Company — 18988
INSURED Marquette Area Fourth of July Committee, Inc. P.O. Box 782 Marquette, MI 49855	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

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

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

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

Name
GREAT LAKES FIREWORKS LLC

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

Type of License or Permit
27-DEALER OF EXPLOSIVES

Purchasing Certification Statement

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

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

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

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

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

Previous Edition is Obsolete GREAT LAKES FIREWORKS LLC:3275 W M-76:48661-:4-MI-129-27-6L-01174:November 1, 2026:27-DEALER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

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

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

ATF Homepage: www.atf.gov

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

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

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Federal Explosives License/Permit (FEL) Information Card

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

Business Name:

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

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

Expiration: **November 1, 2026**

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

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

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

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

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

Name
GREAT LAKES FIREWORKS LLC

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

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

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

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

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

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

Previous Edition is Obsolete GREAT LAKES FIREWORKS LLC:3275 W M-76:48661-:4-MI-129-51-6L-01173:November 1, 2026:51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

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

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

ATF Homepage: www.atf.gov

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

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Federal Explosives License/Permit (FEL) Information Card
License/Permit Name: **GREAT LAKES FIREWORKS LLC**
Business Name:
License/Permit Number: **4-MI-129-51-6L-01173**
License/Permit Type: **51-IMPORTER OF EXPLOSIVES**
Expiration: **November 1, 2026**
Please Note: Not Valid for the Sale or Other Disposition of Explosives.

GREAT LAKES
FIREWORKS
3278 W M-76 • West Branch, MI 48661 • Office: 989.726.5040 • Fax: 989.726.5041 • greatlakesfireworks.com

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

GREAT LAKES Agrees:

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

CUSTOMER Agrees:

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

The PARTIES Mutually Agree:

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

Amendments: _____

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

FOR: Marquette 4th of July Committee
Signature: _____
Name/Title: Natalie Krethen
Fireworks/4th of July committee Admin

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

U.S. Department of Homeland Security

United States Coast Guard

Commander
Sector Northern Great Lakes

337 Water Street
Sault Sainte Marie, MI 49783
Staff Symbol: (s)
Phone: (906) 635-3340

16750
March 18, 2025

Marquette 4th of July Committee
Attn: Ms. Kara Setlak
P.O. Box 782
Marquette, MI 49855

Dear Ms. Setlak:

I received your Application for Approval of Marine Event, Form CG-4423 in which you requested approval for the Marquette 4th of July Fireworks display in Marquette Harbor, MI beginning at 10:00p.m. and ending at 10:30p.m. on July 3, 2025. I reviewed your application and determined that the proposed event does not require a Coast Guard Marine Event Permit, as outlined in Title 33 CFR Part 100, in that the event does not introduce any extra or unusual hazards that would jeopardize the safety of human life on the navigable waters or the U.S. **For this reason, a Coast Guard Permit for Marine Event, Form CG-4424, is not required**.

You are reminded that, while no Coast Guard permit is required, you must comply with all existing Federal, State, and local laws and other requirements that may impact your ability to hold your event as proposed. You should take appropriate action to ensure compliance with all such requirements prior to holding your event. Although no Coast Guard permit will be issued at this time, it is your responsibility to contact this office if there are any changes to the event, including the number of participants and/or expected spectators, location, or any other significant changes that may necessitate reconsideration as to whether a permit is required.

I sincerely appreciate your proactive effort in bringing this marine event to my attention. Because of the dynamic nature of the waterway, boating, and maritime activities, the Coast Guard carefully considers the totality of the risks associated with each event on a case-by-case basis when determining whether a permit is needed. Although a Coast Guard Permit for Marine Event, Form CG-4424, is not required for this occasion, you should continue to submit an Application for Approval of Marine Event, Form CG-4423, for this, and any similar events you may sponsor in the future at least 135 days before each new event, or at least 60 days before if there are no changes from the previous year's event.

Furthermore, nothing in this determination is intended to restrict the Coast Guard's ability to take action authorized under the Ports and Waterways Safety Act, the Magnusson Act, or other authorities to ensure the safety of vessels and waterfront facilities, and the protection of the navigable waters and the resources therein. Such actions could include promulgation of Regulated Navigation Areas or Limited Access Areas, broadcasting safety notices or disseminating safety flyers, or other actions taken under the authorities granted the United States Coast Guard.

For fireworks displays, the Coast Guard has the authority to supervise and control the transportation, handling, loading, discharging, stowage or storage of all hazardous materials on board vessels. The Coast Guard may also direct that barges, or other vessels unfamiliar to the Coast Guard, be examined prior to being used for fireworks displays.

The decision that your proposed event does not require a Coast Guard permit in no way implies that the event is without risk or deemed completely safe, nor does it imply that the Coast Guard has "approved" the event. As the event sponsor, you are still responsible for the overall safety of the event and obtaining any appropriate permits from other Federal, State, or local authorities.

The Coast Guard will inform the maritime community of this event through Broadcast Notice to Mariners. Depending on operational commitments, a Coast Guard or Coast Guard Auxiliary vessel may conduct safety patrols during this event. You are encouraged to contact Coast Guard **Station Marquette** at **(906) 226-3312**.

Please contact my Waterways Management Marine Events staff at (906) 635-3223 or ssmprevention@uscg.mil, should you have any questions.

Best wishes for a safe and successful event.

Sincerely,

Bryson C. Jacobs

B. C. JACOBS
Chief, Prevention Department
U.S. Coast Guard
By Direction

Agenda Date: 4/14/2025

Consent Agenda
Agreement to use and Occupy Unpatented Great Lakes Bottomlands for Public Purposes

BACKGROUND:

The City of Marquette executed an agreement with the State of Michigan in 1998 to allow the Lower Harbor Ore Dock to continue to occupy unpatented great lakes bottomlands. This 25-year agreement has now expired however, the State issued a temporary extension to allow for a renewal application to be processed.

The City applied for a 25-year renewal of the Bottomlands Agreement in March of 2024. The State drafted an agreement which will require City Commision approval. The City Attorney has reviewed the agreement.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the Bottomlands Agreement to use and occupy unpatented great lakes bottomlands for public purposes, and authorize the Mayor and City Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 2025 Bottomlands Agreement
- 2025 Bottolamlands Agreement Cover Letter
- 1998 Recorded Bottomlands Agreement

AGREEMENT TO USE AND OCCUPY UNPATENTED GREAT LAKES BOTTOMLANDS FOR PUBLIC PURPOSES

EGLE

AS-109

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION

Pursuant to Part 325, Great Lakes Submerged Lands, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA)

THIS AGREEMENT, made and executed this _____day of _____, _____, between the DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (DEPARTMENT) of the STATE OF MICHIGAN, P.O. Box 30458, Lansing, Michigan 48909-7958, under the authority vested in said Department by Part 325 of the NREPA, herein referred to as the Grantor and the city of Marquette, 300 West Baraga, Marquette, Michigan 49855, referred to as the Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for an agreement to use waters of the Great Lakes and to occupy unpatented Great Lakes bottomlands herein described, for the purposes of dockage of recreational watercraft adjacent to the Grantee's upland ownership.

WHEREAS, Grantee has represented themselves to be an occupant of or a riparian or littoral owner or owners of property touching or situated opposite the unpatented bottomlands and water area of the Great Lakes that is the subject of this lease, as hereinafter described.

WHEREAS, the Department has determined: 1) that the Grantee is an occupant or a riparian or littoral owner or owners of the property situated opposite the unpatented bottomland or water area over that area that is the subject of this lease; 2) that the Grantee may develop, occupy, and use the water area and the unpatented bottomlands hereinafter described without impairing or substantially injuring the public trust; and 3) has further determined that it is in the public interest to enter into a lease with the Grantee to use the waters and occupy the bottomlands described hereinafter for the purposes stated and on the terms and conditions set forth hereinafter and,

WHEREAS, the State Administrative Board has duly considered the application of the Grantee and at its meeting held on November 17, 1998 approved the issuance of this lease and,

WHEREAS, the Attorney General considered and approved this lease contract as to legal form,

NOW, THEREFORE, the Grantor for and in consideration of the rental fee hereinafter specified and other good and valuable consideration, hereby leases to the Grantee all of the following bottomlands of the Great Lakes or bays and harbors thereof belonging to the State of

Michigan and held in trust by it, situated and being in and adjacent to the County of Marquette, State of Michigan, and described as follows, to wit:

A parcel of filled and unfilled unpatented Lake Superior bottomland opposite, contiguous and adjacent to Government lots 2, 3, and 4, Section 23, Township 48 North, Range 25 West, described as:

Commencing at the intersection of the centerlines of Lake Street and Washington Street as laid out in the City of Marquette; thence S 77° 58' 47" E along the extension of the centerline of said Washington Street 97.00 feet to its intersection with the U.S. Government survey meander line; continuing S 77° 58' 47" E 103.00 feet; thence S 11° 30' 00" W 209.00 feet along the existing shoreline; thence S 77° 45' 00" E 39.90 feet along the existing shoreline; thence S 11° 30' 00" W 93.00 feet along the existing shoreline; thence S 16° 00' 00" W 100.22 feet along the existing shoreline; thence S 16° 00' 00" W 56.78 feet along the existing shoreline; thence N 76° 00' 00" W 23.00 feet along the existing shoreline; thence S 17° 00' 00" W 73.00 feet along the existing shoreline to the Point of Beginning; thence continuing S 17° 00' 00" W 126.71 feet along the existing shoreline; thence S 60° 34' 00" E 1101.72 feet; thence N 29° 26' 00" E 171.46 feet; thence N 60° 34' 00" W 895.10 feet; thence N 72° 05' 53" W 238.72 feet to the Point of Beginning, containing 4.277 acres, more or less.

The occupancy and use of said bottomlands shall be subject to the following conditions:

1. The occupancy shall be governed by the terms of Part 325, Act 451, P.A. 1994, as amended, and the rules and regulations promulgated thereunder.
2. All maintenance, improvements, and/or alterations shall be made in such a manner as to not interfere with the public rights of navigation and the public trust in adjacent waters and shall be approved by the State before commencement.
3. The above described premises contain an old ore dock used to transfer iron ore from railroad cars to lake freighters. The Grantee does not intend and is not permitted to use the premises for unloading bulk commodities unto floating vessels. The Grantee will restore and maintain the premises to a condition that is considered safe by both the Grantee and Grantor. The Grantee will maintain the dock in a manner so that it may serve as a break water and a wind break, protecting adjacent structures from storms. The Grantee may use the premises in a manner that is consistent with public park purposes. Such permitted uses include, but are not limited to, walkways and promenades, public fishing access sites, exhibitions and historical interpretations, etc. Uses that will not be permitted include, but are not limited to, construction of any permanent or seasonal buildings and permanent uses that exclude the general public. Grantee will obtain a Marina Lease from the State of Michigan prior to construction of or operation of any boat docking facility except for lay along docking.
4. Removal of any and all wood and steel superstructure is specifically allowed.

TO HAVE AND TO HOLD, the above-described premises for the purposes hereinafter designated, with the rights and privileges thereto attaching and belonging unto the Grantee for and during the term of 25 years, beginning _____.

PURPOSE OF LEASE AND LIMITATIONS ON USE AND TRANSFER OF LANDS

(A) The purpose of this lease is to authorize the Grantee to utilize the state-owned unpatented bottomlands and waters for use as a breakwater and public park the historic ore dock structure adjacent to the Grantee's upland ownership and not for any other purpose. Grantee agrees not to use the premises in any way or to allow or suffer the premises to be used in any way that unreasonably interferes with the public or any other riparian's use of any adjacent or adjoining public waters or bottomlands.

(B) The bottomland interest and right to occupy associated waters conveyed herein are extended to the Grantee as owner or occupant of the adjacent upland for the purposes of use as a breakwater and public park the historic ore dock structure adjacent to the Grantee's upland ownership in connection with the Grantee's use of the adjacent upland. If Grantee transfers occupancy, ownership, or control of the adjacent upland to any third party, said action is an act of default under this lease and a forfeiture of the subject premises. No interest in the premises conveyed, or any part thereof, may be assigned, sublet or conveyed to any other person in any form whatsoever. By way of illustration but without limitation, no condominium interest made up of or in any way including, the lands and/or waters of the premises conveyed may be conveyed to any third party or parties.

(C) Notwithstanding paragraph B, the Department may authorize Grantee to assign its entire remaining right and obligation under this lease to a designated third party.

(D) Grantee shall not encumber the premises or any part thereof by mortgage, pledge or lien without prior written consent of the Grantor.

CONSIDERATION

NO ANNUAL FEE WILL BE CHARGED because the occupation is a public use of public bottomlands and receives public funding. Should this occupation be converted to a private and/or commercial operation, this proposed use agreement will be null void.

COMPLIANCE WITH LAW

(A) Grantee covenants and agrees to obtain all required permits authorizing the uses contemplated herein prior to the expiration of the calendar year next following the creation of this leasehold, and that upon failure to obtain said permit(s), the Grantee will be in default. Grantee further covenants and agrees that in the event any agency of the United States of America, the State of Michigan, or any political subdivision thereof, denies or disapproves any portion of any application by the Grantee for the stated use of the subject premises, or any portion thereof, this lease shall be void as to the denied or disapproved use as of the date of such denial or disapproval and Grantee shall be in default. Failure of the Grantee to abide by or conform to the terms and conditions of any such permit(s) granted shall be an event of default under this lease.

(B) Grantee covenants and agrees to comply with all federal, state, and local fair employment practices and equal opportunity laws, and Grantee covenants and agrees that it shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 MCL 37.2101 et seq.: the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, and all other federal, state, and local fair employment practices and equal opportunity laws, and Grantee covenants that is shall not discriminate against any employee or applicant for employment to be employed in the performance of this lease and the use and enjoyment of the rights granted, with respect to his or her race, religion, color, national origin, age sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Grantee agrees to include in every subcontract entered into for the performance of this covenant not to discriminate in employment. A breach of this covenant is a material breach of this agreement.

(C) Grantee shall comply with State Contracts with Certain Employers Prohibited, 1980 PA 278, MCL 423.321 et seq.

(D) Grantee covenants and agrees that the occupation and use of the property is subject to and will be exercised according to all applicable state, federal, and municipal statutes, and ordinances and that this lease does not limit the power of the State of Michigan, its political subdivisions or the United States of America to enact and enforce legislation, or to adopt and enforce regulations or ordinances affecting directly or indirectly, the activity of the Grantee or its agents in connection with this lease or the value of the interest held under this lease.

PAYMENT OF TAXES AND OTHER CHARGES

(A) Grantee covenants and agrees to bear, pay and discharge, in addition to the designated rent, all rates, charges for revenue, and other assignments, levies, taxes real and personal, general and special, ordinary and extraordinary, of every name, nature, and kind whatsoever, which may be assessed, levied or imposed upon the leasehold interest hereby created so long as the Grantee shall occupy said premises under the terms and provisions appearing herein.

IMPROVEMENTS

(A) Grantee covenants and agrees to construct and maintain suitable buildings, structures, pilings, facilities, and appurtenances upon said premises at its own expense and with Grantor's permission. No alternations, modifications, or improvements shall be made to the premises without Grantor's prior written consent, which consent shall not be unreasonably withheld, and which Grantee shall request at least 120 days in advance of a proposed alternation, modification, or improvement. The Grantee covenants and agrees to comply with all applicable laws, rules, regulations, and ordinances in the construction of buildings, structures, pilings, facilities, and appurtenances on said premises. All other structures, improvements, machinery, appliances, apparatuses or adjuncts now on the premises covered by said lease or which may be constructed or placed upon it during the term of this lease or any extension or renewal thereof, shall remain the property of the Grantee and shall be removed therefrom by the Grantee at its own expense upon the expiration of the lease, as required by the Grantor.

(B) Grantee covenants and agrees to inform the Grantor of the name, address, and telephone number of its managing agent who can, on behalf of Grantee, order the repair or

restoration of the facility or any part thereof, and to keep the Grantor informed of the name, address, and telephone number of the owner of the facility.

(C) Attached to and made a part of this lease as Exhibit A is a drawing representing the configuration of improvements authorized for the leased premises. Grantee agrees to update this drawing to reflect any changes in that configuration or in the authorization.

MAINTENANCE AND RESTORATION

(A) The Grantee covenants and agrees that it will at all times during the term of this lease at its sole cost, charge, and expense, put, keep and maintain in good and sufficient order and repair the premises herein devised in accordance with all police, sanitary, and other regulations imposed by any governmental authority and guard against fire or other damage thereto; prevent any pollution of adjacent or adjoining waters by and through said use of said premises; maintain said premises in a manner to protect game and fish in or on adjacent or adjoining waters and lands; and, upon request, permit the Grantor or its authorized representatives to have free access at all times to said premises and any buildings or appurtenances thereon for inspection purposes.

(B) Grantee covenants and agrees that in the event the improvements and structures placed on the leased premises are substantially destroyed by fire or other casualty, and Grantee does not, within two (2) years following said casualty, rebuild or replace the affected improvements and structures, Grantor may cancel the lease upon thirty (30) days notice to Grantee. Such rebuilding shall not be undertaken by Grantee without the prior written approval of the Grantor.

INDEMNIFICATION AND SECURITY

(A) Notwithstanding any concurrent negligence by the state of Michigan and/or the Department or their agents, officers or employees, Grantee agrees to defend, or cause to be defended, and to indemnify and hold the state of Michigan, the Department, their officers, agents and employees, harmless from all costs, damages, suits, actions at law, liability, or claims of liability, including reasonable attorney's fees, which may arise or grow out of any injury or death of persons or loss or damage to property arising out of, in whole or in part, the use or occupancy of subject premises by Grantee, its agents, contractors, employees, guests, invitees, permittees, or licensees.

In addition to the general indemnity agreement set forth in the immediately preceding paragraph, Grantee also specifically agrees to defend, or cause to be defended, the state of Michigan and the Department, their agents, officers, and employees, from any and all cost, damages, claims, suits at law or equity which may arise or grow out of grantor's reliance upon Grantee's representation that Grantee has a right to occupy the uplands adjacent to the subject premises and to exercise riparian rights in connection therewith.

TERMINATION

Grantee shall have the right to terminate this lease by notifying Grantor at least thirty (30) days prior to the termination date. Upon termination, Grantee agrees to vacate the subject premises and remove all structures and personal property of Grantee located thereon, as required by the Grantor. Use fees paid by Grantee for such terminated use shall be forfeited, unless otherwise agreed in writing by the Grantor.

Grantor shall have the right to terminate this Lease by notifying Grantee at least thirty (30) days prior to the termination date. Upon termination, Grantee agrees to vacate the premises and remove all structures and personal property of Grantee located thereon, as required by Grantor. The rent paid by Grantee for the year in which the termination is made shall be forfeited by the Grantee, unless otherwise agreed to in writing by Grantor and Grantee.

FORFEITURE, DEFAULT AND CANCELLATION BY GRANTOR

The following, as well as any other breach of covenant of this lease, shall be deemed an event of default if not cured within thirty (30) days after written notice from Grantor to Grantee describing the breach; provided however Grantee shall cure such breach as soon as reasonably practicable if thirty (30) days is not sufficient:

1. Failure of Grantee to pay when due any fee payable under this lease.
2. Use of the premises by Grantee or by any others with Grantee's consent or sufferance for purposes or in any manner contrary to law or ordinance or for any purposes or in any manner other than for the purposes as set forth above, or contrary to the intent of such statement of purpose.

3. Failure of Grantee to abide by or conform to the terms and conditions of any permit required to authorize the uses contemplated by this lease.

4. Failure of Grantee to use the premises consecutively for a period of two (2) years.

5. Failure to pay in timely fashion any taxes or other charges required to be paid by this lease.

6. Abandonment of the premises by the Grantee.

7. Any alteration of the improvements or the relationship of the improvements without prior written consent of the Grantor.

8. Any failure to maintain the premises and any improvements in accord with the obligations of this lease.

9. Any transfer of Grantee in fraud of creditors, or petition initiated by Grantee, or adjudication of Grantee, as bankrupt or insolvent in any proceeding.

10. Appointment of a receiver or trustee for all, or substantially all, assets of Grantee.

11. Transfer or attempted transfer of the use, occupation, control or ownership of the adjacent upland interest upon which this lease was authorized.

12. Grantee or any subcontractor, manufacturer or supplier of Grantee appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs, pursuant to 1980 PA 278, MCL 423.321 et seq. (State Contracts with Certain Employers Prohibited).

13. Grantee or any subcontractor, manufacturer or suppliers of Grantee is found guilty of discrimination, pursuant to 1976 PS 453, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, MCL 37.1101 et sq (Persons with Disabilities Civil Rights Act).

Upon the occurrence of any event of default, Grantor may, in addition to and not instead of, any other remedies available at law and equity, cancel this lease without prior notice or demand to Grantee, and enter onto and take possession of the subject premises. Grantee shall be liable to Grantor for any loss and expenses incurred by Grantor by reason of such entry.

Transfer of the occupation, control or ownership of the adjacent upland interest upon which this lease was authorized is, in addition to a default, a forfeiture of the Grantee's interest in the subject property.

In the event of any default, cancellation or termination of this lease or if this lease becomes void, Grantee covenants and agrees to quit, deliver up and surrender possession of the premises in good, sanitary, and marketable condition, order and repair, and free from any environmental contamination, and to execute and deliver a recordable release to any and all rights under the lease to the Grantor.

WAIVER

The receipt of compensation by the Grantor, with or without knowledge of any default on the part of the Grantee, is not a waiver of any provision of this lease. No failure on the part of the Grantor to enforce any covenant or condition of this lease, nor the waiver of any right under this lease by the Grantor, unless in writing, will discharge or invalidate the application of such covenant or condition. No forbearance or written waiver affects the right of the Grantor to enforce any covenant or condition in the event of any subsequent default. The receipt of compensation of the Grantor after determination or any notice of determination will not reinstate, continue, or extend this lease, or destroy, or in any manner impair the validity of any notice of termination that may have been given prior to the receipt of the compensation, unless specifically stated by the Grantor in writing.

INTERPRETATION

This agreement shall be interpreted in accordance with the laws of Michigan.

SEVERABILITY

Should any provision of this Lease or any enclosures be found to be illegal or otherwise unenforceable by a court of law, such provisions shall be severed from the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

ENTIRE AGREEMENT AND ENCLOSURES

This lease with the enclosures listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this lease was originally executed.

RESERVATION OF RIGHTS

It is expressly agreed between the Grantor and Grantee, that the Grantor shall save and except and always reserve unto itself all minerals, including but not limited to coal, oil, gas, sand, gravel, stone or other materials or products, lying and being on, within, or under the said lands hereby leased, with full and free liberty and power to itself, its duly authorized officers, representatives and assigns, and its or their Grantees, agents, and workman, and all other persons by its or their authority or permission, whether already given or hereafter to be given, at any time and from any time to time, to enter upon said lands and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said minerals, pursuant to the provisions of section 32503, Part 325 of the NREPA.

IN WITNESS WHEREOF, the Department has hereunto subscribed its name and affixed the seal of said Department the day and year first hereinabove written.

Signed, Sealed and Delivered in Presence

DEPARTMENT OF ENVIRONMENT,
GREAT LAKES, AND ENERGY
STATE OF MICHIGAN

By_____

_____
Print Signature

Date_____

THE NAMES IN THE NOTARY ACKNOWLEDGEMENT PARAGRAPH(S) BELOW MUST MATCH THE NAMES EXACTLY AS SIGNED ABOVE

STATE OF MICHIGAN)
)ss
County of Ingham)

On this _____ day of _____, _____ personally appeared before me, a Notary Public in and for the county of Ingham, _____ of the Department of Environment, Great Lakes, and Energy (EGLE) personally known to me to be the same person who executed the foregoing instrument, and who acknowledged the same to be _____ free act and deed, and the free act and deed of EGLE in whose behalf acts, and for the purpose in said instrument set forth.

_____

Notary Public, _____ County

My Commission Expires: _____

City of Marquette
Grantee

By_____

_____
Print Name Here

By _____

_____
Print Name Here

Dated _____

THE NAMES IN THE NOTARY ACKNOWLEDGEMENT PARAGRAPH(S) BELOW MUST MATCH THE NAMES EXACTLY AS SIGNED ABOVE

STATE OF MICHIGAN)
) ss
County of)

On this_____ day of _____, _____, appeared _____ and _____ to me personally known, and being by me duly sworn, did say that they are respectively the _____ and _____ of the _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and _____ and _____ acknowledge said instrument to be the free act and deed of said corporation.

Notary Public, _____ County

My Commission Expires: _____

STATE OF MICHIGAN)
) ss
County of)

On this _____ day of _____, _____, personally appeared _____ before me, a Notary Public in and for the county of _____, known to me to be the person named in and who executed the above instrument, and acknowledged that _____ executed the same for the intent and purposes therein mentioned.

_____

Notary Public, _____ County

My Commission Expires: _____

Prepared by and Return To:
Erin Smyth, Bottomlands Conveyance DNS
Department of Environment, Great Lakes, and Energy
Water Resources Division
P.O. Box 30458
Lansing, Michigan 48909-7958

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION

EGLE

PHILLIP D. ROOS
DIRECTOR

March 11, 2025

City of Marquette
Attn: Mikael Kilpela
1100 Wright Street
Marquette, Michigan 49855

Dear Mikael Kilpela:

SUBJECT: Department of Environment, Great Lakes, and Energy (EGLE)
Submission No. HQ2-9QTT-HAZ5M

Please have the enclosed documents signed, notarized, and returned to this office. Please have all persons signing the documents to print their name exactly as printed on the line below.

Please **do not** use the first notary paragraph, as this is reserved for EGLE's use. You should use one of the two notary paragraphs on page 7. We will also complete the date of execution on the blank lines on pages 1 and 2 once EGLE signs the document. We will have one document recorded with the county register of deeds and return the recorded original to you.

If you have any further questions, please contact me at 517-257-3380; SmythE1@Michigan.gov; or EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958.

Sincerely,

Erin Smyth
Field Operations Support Section
Water Resources Division

Enclosures

LIBER 159 PAGE 415
MARQUETTE COUNTY
MICHIGAN
RECEIVED FOR RECORD
1998 OCT 28 PM 12: 57
Patricia A. Markuski
REGISTER OF DEEDS

AS-109

STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

AGREEMENT TO USE AND OCCUPY UNPATENTED GREAT LAKES BOTTOMLANDS UNDER PART 325, ACT 451, P.A. 1994, AS AMENDED, FOR PUBLIC PURPOSES

WHEREAS, the Department of Environmental Quality has determined that the grantee may occupy and use the water area and the unpatented bottomlands hereinafter described without substantially affecting the public trust, and that the public trust in the adjacent waters will not be impaired, and

WHEREAS, the use purposed is of an overall beneficial nature and is a water dependent use.

WITNESS:

The agreement, made this 11th day of October, 1998 by and between the State of Michigan by the Department of Environmental Quality, P.O. Box 30458, Lansing Michigan 48909, party of the first part, and the City of Marquette, 300 West Baraga, Marquette, Michigan 49855, party of the second part, pursuant to an application under Part 325, Act 451, Public Acts of 1994, as amended, and approved by the party of the first part on November 2, 1998, and by the State Administrative Board on November 17, 1998.

In consideration of the terms, conditions and agreements contained herein, the party of the first part agrees to allow the party of the second part to occupy and use the following described unpatented Great Lakes bottomlands, County of Marquette.

A parcel of filled and unfilled unpatented Lake Superior bottomland opposite, contiguous and adjacent to Government lots 2, 3 and 4, Section 23, Township 48 North, Range 25 West, described as: commencing at the intersection of the centerlines of Lake Street and Washington Street as laid out in the City of Marquette; thence S 77° 58' 47" E along the extension of the centerline of said Washington Street 97.00 feet to its intersection with the U.S. Government survey meander line; continuing S 77° 58' 47" E 103.00 feet; thence S 11° 30' 00" W 209.00 feet along the existing shoreline; thence S 77° 45' 00" E 39.90 feet along the existing shoreline; thence S 11° 30' 00" W 93.00 feet along the existing shoreline; thence S 16° 00' 00" W 100.22 feet along the existing shoreline; thence S 16° 00' 00" W 56.78 feet along the existing shoreline; thence N 76° 00' 00" W 23.00 feet along the existing shoreline; thence S 17° 00' 00" W 73.00 feet along the existing shoreline to the Point of Beginning; thence continuing S 17° 00' 00" W 126.71 feet along the existing shoreline; thence S 60° 34' 00" E 1101.72 feet; thence N 29° 26' 00" E 171.46 feet; thence N 60° 34' 00" W 895.10 feet; thence N 72° 05' 53" W 238.72 feet to the Point of Beginning, containing 4.277 acres, more or less.

The occupancy and use of said bottomlands shall be subject to the following conditions:

1. The occupancy shall be governed by the terms of Part 325, Act 451, P.A., 1994, as amended, and the rules and regulations promulgated thereunder.

2. All maintenance, improvements, and/or alterations shall be made in such a manner as to not interfere with the public rights of navigation and the public trust in the adjacent waters and shall be approved by the State before commencement.

3. Upon the termination of this agreement, the party of the second part will vacate said land and will, at their cost and expense, remove any and all equipment, facilities and installations made hereunder, as required by the Department.

4. This agreement shall not be assignable unless approved in writing by the party of the first part.

5. The attached drawing delineates the structures which are authorized to occupy the subject state-owned bottomlands.

6. The party of the second part and all successors covenants and agrees to save and hold the State harmless from any damages to persons or property and damages of every kind and description from any cause arising out of this agreement of the use of the premises and any structures, piling, facilities and appurtenances thereon during the term of this agreement.

7. The above described premises contain an old ore dock used to transfer iron ore from railroad cars to lake freighters. The Grantee does not intend and is not permitted to use the premises for unloading bulk commodities unto floating vessels. The Grantee will restore and maintain the premises to a condition that is considered safe by both the Grantee and Grantor. The Grantee will maintain the dock in a manner so that it may serve as a break water and a wind break, protecting adjacent structures from storms. The Grantee may use the premises in a manner that is consistent with public park purposes. Such permitted uses include, but are not limited to, walkways and promenades, public fishing access sites, exhibitions and historical interpretations, etc. Uses that will not be permitted include, but are not limited to, construction of any permanent or seasonal buildings and permanent uses that exclude the general public. Grantee will obtain a Marina Lease from the State of Michigan prior to construction of or operation of any boat docking facility except for lay along docking.

8. Removal of any and all wood and steel superstructure is specifically allowed.

9. The Grantee will become a full member of a formal group of individuals and organizations, including the City of Marquette, The Marquette Dock Association, Marquette Fish Producers, Inc., Thills Fishery, McDonald, Marin & Kipper, LLP and The Marquette Yacht Club, whose purpose includes the ownership, construction, and maintenance of a parking facility on the following premises:

Part of Government Lots 2 and 3, Section 23, Township 48 North, Range 25 West, in the City of Marquette, County of Marquette and State of Michigan, and part of unpatented Lake Superior bottomland opposite, adjacent and contiguous to said Government Lots 2 and 3 as described in a deed recorded in Liber 297, Pages 128-129, described as: Commencing at the intersection of the centerlines of Front Street and Washington Street in the Thirty-Six Acre

Plat in the City of Marquette; thence South 77°58'47" East, 356.92 feet (recorded as South 78°East) to the intersection of the centerlines of Lakeshore Boulevard (also known as Lake Street) and Washington Street in said City of Marquette; thence continuing South 77°58'47" East, 25.80 feet (recorded as South 78° East) along the extension of the centerline of said Washington Street, to the Easterly right-of-way line of said Lakeshore Boulevard; thence South 26°19'20" West, 324.26 feet along the said Easterly right-of-way line of Lakeshore Boulevard; to the Point of Beginning; thence continuing South 26°19'20" West, 3.20 feet along the said Easterly right-of-way line of Lakeshore Boulevard; thence South 16°23'11" West, 316.96 feet along the said Easterly right-of-way line of Lakeshore Boulevard; thence South 73°00'00" East, 271.67 feet; thence North 17°00'00" East, 126.71 feet along the shoreline of Lake Superior as described in Liber 297, Pages 128-129 of Deeds; thence North 73°00'00" West, 128.02 feet; thence North 16°23'11" East, 205.97 feet; thence South 77°58'37" West, 144.87 feet to the Point of Beginning.

Said parking facility described above will meet the size and operation criteria of the City of Marquette for parking facilities.

10. This agreement shall become effective on the date of signing by the parties and shall have a term of 25 years. One renewal period of 25 years is available upon a written request from the Grantee and after a determination by the Grantor that the Grantee complied with the terms and conditions of the AGREEMENT during the original 25 year term. Grantee and Grantor both agree that the terms of this AGREEMENT may be renegotiated at any time both parties so desire.

It is expressly agreed between the Grantee and the Grantor that this agreement shall be subject to the rules and regulations duly promulgated by the Department of Environmental Quality now and hereafter in force relative to such agreements, all of which rules and regulations are made a part of condition of this agreement, provided, however, that no rules and regulations made after the approval of this agreement shall operate to affect the term of the agreement, bond requirements, rental, or area of the subject premises unless agreed by both parties.

IN WITNESS WHEREOF, the Department of Environmental Quality, by the Division Chief, Land and Water Management Division, has hereunto subscribed its name and affixed the seal of said Department of Environmental Quality the day and year first herein above written.

Signed, Sealed and Delivered in Presence

Thomas P. Graf Witness

Marcia L. Baldeman
MARCIA L. BALDEMAN Witness

DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE STATE OF MICHIGAN

By Richard A. Powers
RICHARD A. POWERS, Division Chief
Land and Water Management Division

Michelle Doucette
Michelle Doucette Witness

Lori J. Hicks
Lori J. Hicks Witness

By John S Leadbetter
John S Leadbetter, Mayor

By Norman L. Gruber Jr.
Norman L. Gruber Jr. Clerk

STATE OF MICHIGAN)
) ss.
County of Ingham)

On this 11th day of OCTOBER, ~~1998~~ 1999, personally appeared before me, a Notary Public in and for the county of Ingham, RICHARD A. POWERS, Division Chief, Land and Water Management Division of the Department of Environmental Quality, personally known to me to be the same person who executed the foregoing instrument, and who acknowledged the same to be his free act and deed, and the free act and deed of the Department of Environmental Quality, in whose behalf he acts, and for the purpose in said instrument set forth.

My Commission Expires: 10/24/02 Marcia L. Baldermann

MARCIA L. BALDERMANN
Notary Public, Ingham Co., MI
My Comm. Expires Oct. 24, 2002

Notary Public, Ingham County

STATE OF MICHIGAN)
) ss.
County of Marquette)

On this 16th day of September 1998, before me, a Notary Public in and for the county of Marquette, personally appeared John S. Leadbetter and Norman L. Gruber, Jr., to me personally known, and by me duly sworn, did say that they are respectively the Mayor and Clerk of the Grantee hereof, and that said instrument was signed and sealed on behalf of the City of Marquette, by authority of its City Commission and _____ and _____, acknowledge said instrument to be the free act and deed of said City.

My Commission Expires: 10-1-2001 Lori J. Hicks

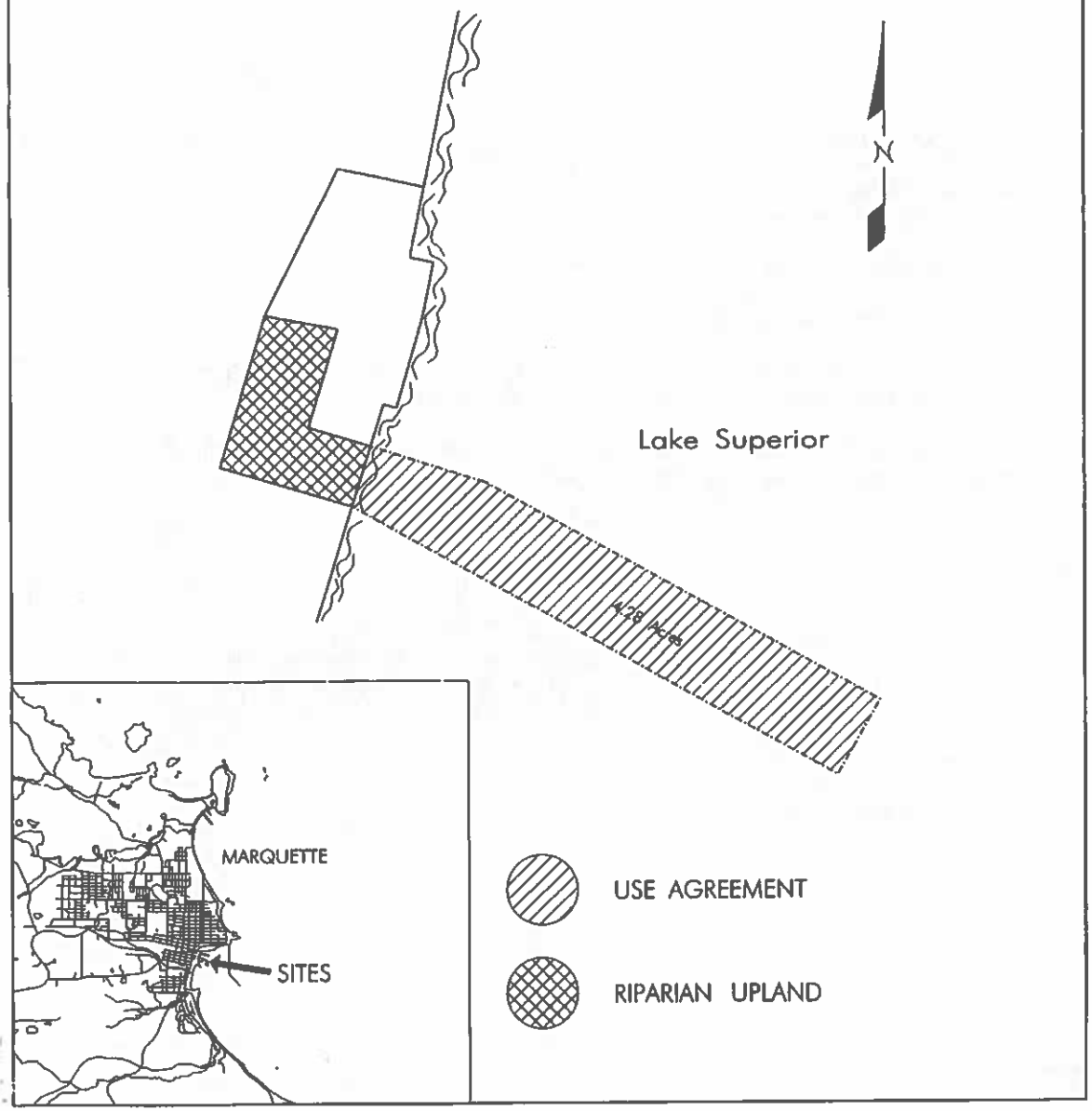
Notary Public, Marquette County

LORI J HICKS
NOTARY PUBLIC STATE OF MICHIGAN
MARQUETTE COUNTY
MY COMMISSION EXP OCT 1,2001

Prepared by:
Submerged Lands Management Unit
Land and Water Management Division
Department of Natural Resources
P.O. Box 30028
Lansing, Michigan 48909

PUBLIC USE AGREEMENT OF 4.28 ACRES OF LAKE SUPERIOR PUBLIC TRUST BOTTOMLANDS IN LOWER MARQUETTE HARBOR, CITY OF MARQUETTE, MARQUETTE COUNTY

TO: CITY OF MARQUETTE, MARQUETTE, MICHIGAN



STATE OF MICHIGAN

JOHN ENGLER, Governor

DEPARTMENT OF ENVIRONMENTAL QUALITY

"Better Service for a Better Environment"

HOLLISTER BUILDING, PO BOX 30473, LANSING MI 48909-7973

INTERNET: www.deq.state.mi.us

RUSSELL J. HARDING, Director

REPLY TO:

LAND & WATER MANAGEMENT DIVISION
PO BOX 30458
LANSING MI 48909-7958

November 10, 1999

Mr. William Martin
City of Marquette
300 West Baraga
Marquette, Michigan 49855

Dear Mr. Martin:

SUBJECT: DEQ File Lake Superior (LS) 049

Enclosed is the executed public use agreement for the Lake Superior public trust bottomlands occupied by the former ore dock in the lower harbor.

This completes the transaction regarding the bottomland occupancies at this site. If you have any questions, please feel free to contact me.

Sincerely,

Thomas P. Graf
Submerged Lands Management Unit
Land and Water Management Division
517-335-3471

Enclosure

cc: Mr. William McDonald

EQP 0100a
(Rev 1/98)

Agreement #870

2004R-03211

PATRICIA A. MANLEY
REGISTER OF DEEDS
MARQUETTE COUNTY
MICHIGAN

RECORDED ON
03/18/2004 03:30PM

REC FEE: 35.00
PAGES: 8

DEQ

AS-152

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND AND WATER MANAGEMENT DIVISION

AGREEMENT TO USE AND OCCUPY UNPATENTED GREAT LAKES BOTTOMLANDS FOR PUBLIC PURPOSES

Pursuant to Part 325, Great Lakes Submerged Lands, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA)

THIS AGREEMENT, made and executed this 10th day of February, 2004, between the DEPARTMENT OF ENVIRONMENTAL QUALITY (DEPARTMENT) of the STATE OF MICHIGAN, P.O. Box 30458, Lansing, Michigan 48909-7958, under the authority vested in said Department by Part 325 of the NREPA, herein referred to as the grantor and the City of Marquette, a Michigan municipal corporation, whose address is 300 West Baraga Ave., Marquette, MI 49855 herein referred to as Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for an agreement to use waters of the Great Lakes and to occupy unpatented Great Lakes bottomlands herein described, to allow the Grantee sufficient time to develop satisfactory plans for the reuse of existing structures within the bottomland premises described herein and to obtain the necessary permits to develop and reuse existing structures and create and construct new structures in accordance with said plans and necessary permits.

WHEREAS, Grantee has represented itself to be an occupant of or a riparian or littoral owner or owners of property touching or situated opposite the unpatented bottomland and water area of the Great Lakes that is the subject of this agreement, as hereinafter described.

WHEREAS, the Department has determined: 1) that the Grantee is an occupant or a riparian or littoral owner or owners of the property situated opposite the unpatented bottomland or water area over that area that is the subject of this agreement; 2) may develop, occupy and use the water area and the unpatented bottom lands hereinafter described without impairing or substantially injuring the public trust; and 3) has further determined that it is in the public interest to enter into an agreement with the Grantee to use the waters and occupy the bottom lands described hereinafter for the purposes stated and on the terms and conditions set forth hereinafter and,

WHEREAS, the State Administrative Board has duly considered the application of the Grantee and at its meeting held on November 18, 2003 and approved the issuance of this agreement, and,

WHEREAS, the Attorney General considered and approved this agreement contract as to legal form,

NOW, THEREFORE, the grantor, for and in consideration of the fee hereinafter specified and other good and valuable consideration, hereby authorizes Grantee to use all of the following bottomlands of the Great Lakes or bays and harbors thereof belonging to the state

of Michigan and held in trust by it, situated and being in and adjacent to the county of Marquette, state of Michigan, and described as follows, to wit:

First Pier

A parcel of unpatented Lake Superior bottomlands adjacent and contiguous to Section 23, T48N, R25W, City of Marquette, Marquette County, Michigan more particularly described as: Commencing at the southwestern corner of the Marquette Bay Assessors Plat; thence S 76° 38' 14" E 257.87 feet along the southerly line of the said Assessors Plat; thence S 50° 42' 20" E 201.71 feet to the point of beginning on the existing shoreline; thence S 70° 36' 04" E 619.17 feet; thence N 19° 23' 56" E 95.75 feet; thence N 70° 36' 04" W 624.62 feet; thence S 16° 08' 47" W 95.90 feet along said shoreline to the point of beginning, containing 1.37 acres, more or less. Subject to all easements, conditions, reservations, exceptions, and restrictions contained in prior conveyances of record.

Second Pier

A parcel of unpatented Lake Superior bottomlands adjacent and contiguous to Section 23, T48N, R25W, City of Marquette, Marquette County, Michigan more particularly described as: Commencing at the southwestern corner of the Marquette Bay Assessors Plat; thence S 76° 38' 14" E 257.87 feet along the southerly line of the said Assessors Plat, thence S 09° 37' 05" E 427.34 feet to the point of beginning on the existing shoreline; thence S 15° 24' 21" W 35.33 feet along said shoreline; thence continuing along said shoreline S 26° 30' 30" W 24.66 feet; thence S 52° 03' 41" E 528.68 feet; thence N 38° 49' 23" E 56.81 feet; thence N 52° 03' 41" W 547.98 feet to the point of beginning, containing a 0.70-acre parcel, more or less. Subject to all easements, conditions, reservations, exceptions, and restrictions contained in prior conveyances of record.

TO HAVE AND TO HOLD, the above-described premises for the purposes hereinafter designated, with the rights and privileges thereto attaching and belonging unto the Grantee for and during the term of five (5) years, beginning February 10, 2004.

PURPOSE OF LEASE AND LIMITATIONS ON USE AND TRANSFER OF LANDS

(A) The purpose of this agreement is to allow the Grantee sufficient time to develop satisfactory plans for the reuse of existing structures within the bottomland premises described herein and to obtain the necessary permits to develop and reuse existing structures and create and construct new structures in accordance with said plans and necessary permits.

(B) The bottomlands interest and right to occupy associated waters conveyed herein are extended to the Grantee as owner or occupant of the adjacent upland in connection with grantee's use and development of said uplands. If Grantee transfers occupancy, ownership or control of the adjacent upland to any third party, said action is an act of default under this agreement and a forfeiture of the subject premises. No interest in the premises conveyed, or any part thereof, may be assigned, sublet or conveyed to any other person in any form whatsoever without grantor's prior, written approval and consent. By way of illustration but without limitation, no condominium interest made up of or in any way including the lands and/or waters of the premises conveyed may be conveyed to any third party or parties.

(C) Grantee agrees that during the term of this agreement it shall either:

(1) obtain permits for the development and reuse of the pile fields and cribs contained within the bottomlands described herein. All proposed uses of the subject bottomlands in any such permit application by Grantee shall be water dependent and open to the general public. Permits from the Michigan Department of Environmental Quality are necessary for any construction or removal work pursuant to Part 325, Great Lakes Submerged Lands, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, or its successor. Permits are also required from the Department of Army, Detroit District, Corps of Engineers.

or,

(2) remove the pile fields and cribs presently within the bottomlands area described herein to the extent consistent with those removal permits previously issued by the Department of Army, Detroit District, Corps of Engineers in File No. 00-038-000-00 and the Michigan Department of Environmental Quality, Land

and Water Management Division as Permit 99-03-0068. Permits from the Michigan Department of Environmental Quality are necessary for any construction or removal work pursuant to Part 325, Great Lakes Submerged Lands, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, or its successor. Permits are also required from the Department of Army, Detroit District, Corps of Engineers for any construction or removal work as described in this paragraph.

COMPLIANCE WITH LAW

(A) Grantee covenants and agrees to comply with all federal, state and local fair employment practices and equal opportunity laws, and Grantee covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges; nor shall Grantee use or allow the use of the subject premises in any manner that discriminates against employees, customers, or clients, based upon race, sex, religion or national origin.

(B) Grantee covenants and agrees that the occupation and use of the property is subject to and will be exercised according to all applicable state, federal, and municipal statutes and ordinances and that this agreement does not limit the power of the state of Michigan, its political subdivisions, or the United States of America to enact and enforce legislation, or to adopt and enforce regulations or ordinances affecting directly or indirectly, the activity of the Grantee or its agents in connection with this agreement or the value of the interest held under this agreement.

PAYMENT OF TAXES AND OTHER CHARGES

Grantee covenants and agrees to bear, pay and discharge, in addition to the designated use fee, all rates, charges for revenue, and other assignments, levies, taxes real and personal, general and special, ordinary and extraordinary, of every name, nature, and kind whatsoever, which may be assessed, levied or imposed upon the subject premises interest hereby created so long as the Grantee shall occupy said premises under the terms and provisions appearing herein.

IMPROVEMENTS

(A) The Grantee covenants and agrees to comply with all applicable laws, rules, regulations and ordinances in the construction or destruction of buildings, structures, pilings, facilities and appurtenances on said premises.

(B) Grantee covenants and agrees to inform the grantor of the name, address and telephone number of its managing agent who can, on behalf of Grantee, order the repair or restoration of the facility or any part thereof, and to keep the grantor informed of the name, address and phone number of the owner of the facility.

(C) Attached to and made a part of this agreement as Exhibit A is a drawing representing the configuration of improvements now existing on or in the subject premises. Grantee agrees to update this drawing to reflect any changes in that configuration or in the authorization.

INDEMNIFICATION AND SECURITY

(A) Notwithstanding any concurrent negligence by the state of Michigan and/or the Department or their agents, officers or employees, Grantee agrees to defend, or cause to be defended, and to indemnify and hold the state of Michigan, the Department, their officers, agents and employees, harmless from all costs, damages, suits, actions at law, liability, or claims of liability, including reasonable attorney's fees, which may arise or grow out of any injury or death of persons or loss or damage to property arising out of, in whole or in part, the use or occupancy of subject premises by Grantee, its agents, contractors, employees, guests, invitees, permittees, or licensees.

In addition to the general indemnity agreement set forth in the immediately preceding paragraph, Grantee also specifically agrees to defend, or cause to be defended, the state of Michigan and the Department, their agents, officers, and employees, from any and all cost, damages, claims, suits at law or equity which may arise or grow out of grantor's reliance upon Grantee's representation that Grantee has a right to occupy the uplands adjacent to the subject premises and to exercise riparian rights in connection therewith.

(B) Grantee covenants and agrees to secure and maintain throughout the term of this agreement a liability insurance policy naming the Department as an additional insured providing coverage in a commercially reasonable amount to be determined by the Grantee but with a combined single limit coverage of not less than one million dollars for any claims or liability for bodily injury or property damage arising out of the ownership, use, occupancy, condition or maintenance of the subject property and all improvements located thereon.

(C) Grantee covenants and agrees to secure and maintain in force throughout the term of this agreement a surety bond, letter of credit or other assurance satisfactory to the Department to secure Grantee's performance of its obligations under this agreement and to protect grantor in the event of any abandonment, relinquishment, termination, forfeiture, cancellation or default of this agreement. Said bond or other assurance shall be on such form and in such amount as the grantor shall approve and accept. The amount of said bond or other assurance shall be $500,000. Such original proof of a surety bond or other satisfactory assurance shall be provided to the Department upon request and when renewed annually.

TERMINATION

Grantee shall have the right to terminate this agreement by notifying grantor at least thirty (30) days prior to the termination date. Upon termination, Grantee agrees to vacate the subject premises and remove all structures and personal property of Grantee located thereon, as required by the grantor, to the extent required by those permits previously issued by the Department of Army, Detroit District, Corps of Engineers in File No. 00-038-000-00 and the Michigan Department of Environmental Quality, Land and Water Management Division as Permit 99-03-0068. Use fees paid by Grantee for such terminated use shall be forfeited, unless otherwise agreed in writing by the grantor. Permits from the Michigan Department of Environmental Quality are necessary for any construction or removal work pursuant to Part 325, Great Lakes Submerged Lands, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, or its successor. Permits are also required from the Department of Army, Detroit District, Corps of Engineers.

FORFEITURE, DEFAULT AND CANCELLATION

The following, as well as any other breach of covenant of this agreement, shall be deemed an event of default:

1. Failure of Grantee to pay when due any fee payable under this agreement.
2. Use of the premises by Grantee or by any others with Grantee's consent or sufferance for purposes or in any manner contrary to law or ordinance or for any purposes or in any manner other than for the purposes as set forth above, or contrary to the intent of such statement of purpose.
3. Failure of Grantee to abide by or conform to the terms and conditions of any permit required to authorize the uses contemplated by this agreement.
4. Failure to pay in timely fashion any taxes or other charges required to be paid by this agreement.
5. Abandonment of the premises by the Grantee.
6. Any alteration of the improvements or the relationship of the improvements without prior written consent of the grantor, other than removal of existing structures.
7. Any failure to maintain the premises and any improvements in accord with the obligations of this agreement.
8. Any transfer of Grantee in fraud of creditors, or petition initiated by Grantee or adjudication of Grantee as bankrupt or insolvent in any proceeding.
9. Appointment of a receiver or trustee for all, or substantially all, assets of Grantee.
10. Transfer or attempted transfer of the use, occupation, control or ownership of the adjacent upland interest upon which this agreement was authorized without the prior, written consent of grantor.
13. Failure to maintain the insurance policy and assurance required by the agreement in full force and effect at all times during the term of this agreement.

Upon the occurrence of any event of default, grantor may, in addition to and not instead of, any other remedies available at law and equity, cancel this agreement without prior notice or demand to Grantee and enter onto and take possession of the subject premises. Grantee shall be liable to grantor for any loss and expenses incurred by grantor by reason of such entry.

If, prior to cancellation as provided for in the previous paragraph, the grantor chooses to notify lessee of any breach of covenant or of the events of default described in subparagraphs 1,2,3,4,5 or 7 above, grantee shall have 30 days in which to cure such default before grantor may cancel the agreement.

Transfer of the occupation, control or ownership of the adjacent upland interest upon which this agreement was authorized is, in addition to a default, a forfeiture of the Grantee's interest in the subject property if done without the prior, written consent of grantor.

In the event of any default, cancellation or termination of this agreement or if this agreement become void, Grantee covenants and agrees to quit, deliver up and surrender possession of the in the same or better condition as existed at the initiation of this agreement, and to execute and deliver a recordable release to any and all rights under the agreement to the grantor.

WAIVER

The receipt of compensation by the grantor, with or without knowledge of any default on the part of the Grantee, is not a waiver of any provision of this agreement. No failure on the part of the grantor to enforce any covenant or condition of this agreement, nor the waiver of any right under this agreement by the grantor, unless in writing, will discharge or invalidate the application of such covenant or condition. No forbearance or written waiver affects the right of the grantor to enforce any covenant or condition in the event of any subsequent default. The receipt of compensation by the grantor after determination or any notice of determination will not reinstate, continue, or extend this agreement, or destroy, or in any manner impair the validity of any notice of termination that may have been given prior to the receipt of the compensation, unless specifically stated by the grantor in writing.

RESERVATION OF RIGHTS

It is expressly agreed between the grantor and Grantee that the grantor shall save and except and always reserve unto itself all minerals, including but not limited to coal, oil, gas, sand, gravel, stone, or other materials or products, lying and being on, within, or under the said bottomlands herein described, with full and free liberty and power to itself, its duly authorized officers, representatives and assigns, and its or their lessees, agents, and workman, and all other persons by its or their authority or permission, whether already given or hereafter to be given, at any time and from any time to time, to enter upon said bottomlands and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said minerals, pursuant to the provisions of section 32503, Part 325 of the NREPA.

IN WITNESS WHEREOF, the Department has hereunto subscribed its name and affixed the seal of said Department the day and year first hereinabove written.

Signed, Sealed and Delivered in Presence

DEPARTMENT OF ENVIRONMENTAL QUALITY
STATE OF MICHIGAN

Lynda Kay Jones
Witness Lynda Kay Jones

BY Mary Ellen Cromwell
Mary Ellen Cromwell

Linda D. Sandborn
Witness Linda D. Sandborn

~~Witness~~

Witness Kris Hazeres

Witness Kris Hazeres

CITY OF MARQUETTE,
a Michigan municipal corporation

By Jerry Irby, Major
mayor

And Norman L. Gruber, Jr., Clerk

Dated January 29, 2004

Approved as to form Bonnie L. Goff, City Attorney

Approved as to form Gerald R. Peterson, City Manager

STATE OF MICHIGAN)
) ss.
County of Ingham)

On this 10th day of February, 2004 personally appeared before me, a Notary Public in and for the county of Ingham, Mary Ellen Cromwell of the Department of Environmental Quality (DEQ) personally known to me to be the same person who executed the foregoing instrument, and who acknowledged the same to be his free act and deed, and the free act and deed of the DEQ in whose behalf acts, and for the purpose in said instrument set forth.

Lynda Kay Jones

Notary Public, Clinton County
My Commission Expires: 10/01/07
Acting in Ingham County.

LYNDA KAY JONES
Notary Public, Clinton Co., MI
My Comm. Expires Oct. 1 2007

STATE OF MICHIGAN)
) ss.
County of Marquette)

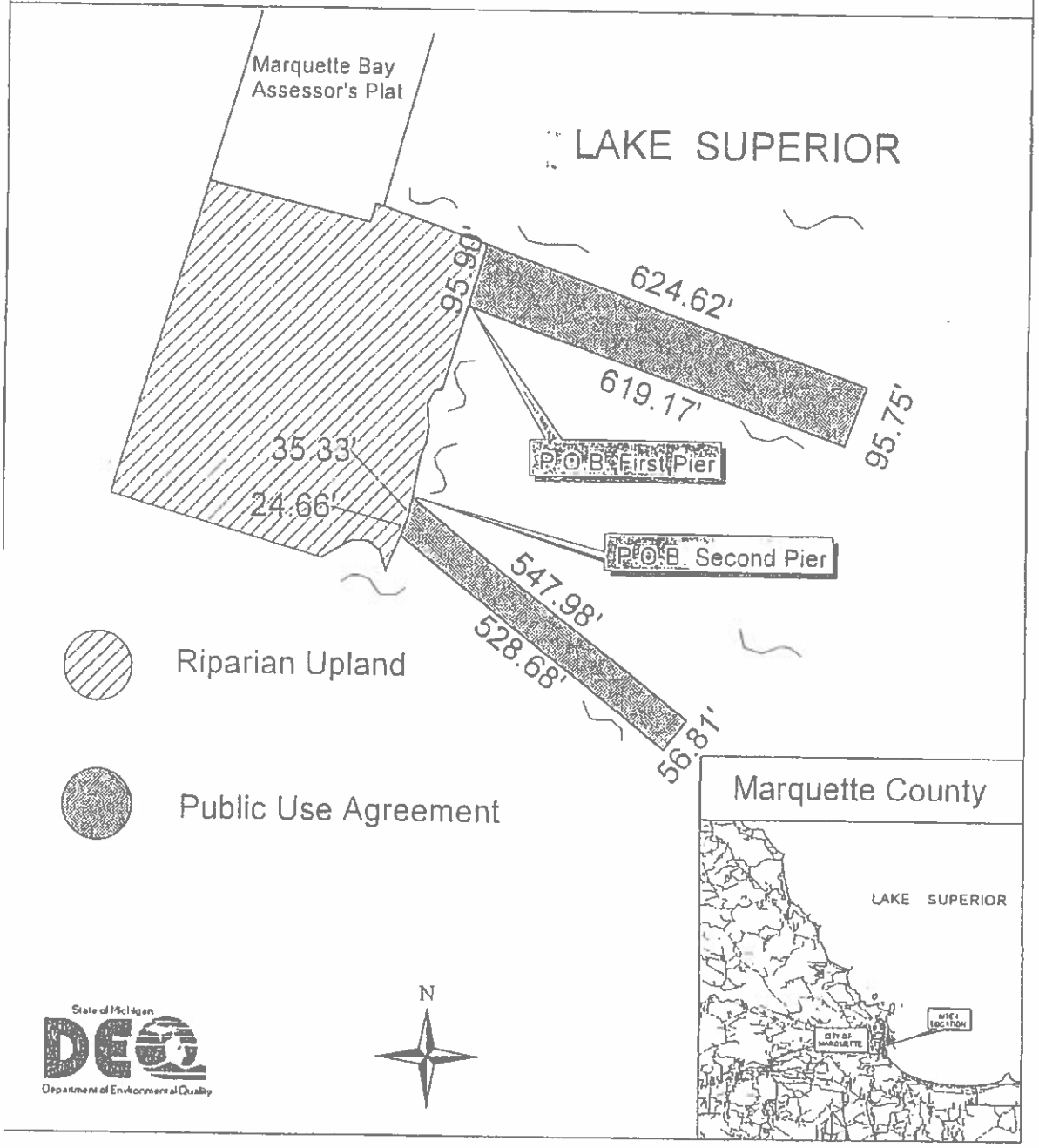
On this 29th day of January, 2004, appeared Jerry Irby and Norman L. Gruber, Jr. to me personally known, and being by me duly sworn, did say that they are respectively the Major and Clerk of the City of Marquette, Michigan, a Michigan municipal corporation, and that said instrument was signed and sealed in behalf of the City of Marquette, by authority of and at the direction of its City Commission and Jerry Irby and Norman L. Gruber, Jr. acknowledge said instrument to be the free act and deed of said City of Marquette.

K. H. Bergland

Notary Public, Marquette County
My Commission Expires: 12/25/07

Prepared by and Return To:
Department of Environmental Quality
Land and Water Management Division
Submerged Lands Management Unit
P.O. Box 30458
Lansing, Michigan 48909-7958

Public Use Agreement of a 0.70-Acre Parcel and a 1.37 Acre Parcel of Lake Superior Public Trust Bottomlands in the Lower Harbor, City of Marquette To: City of Marquette



Administered by
The Michigan
Municipal League

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

LIABILITY ADDITIONAL INTEREST ENDORSEMENT

CONTRACT NO. MML001404107 EFFECTIVE DATE:. 01/29/04
12:01 A.M. Standard Time

POOL MEMBER CITY OF MARQUETTE

This endorsement modifies coverage provided under the following:

Section I - Municipal Liability Coverage - MML200

Coverage as provided under the above is extended to the following person or organization solely as respects the interest shown. The inclusion of such additional interest shall not operate to increase the limit of the Pool's liability.

Name & Address	Interest
STATE OF MICHIGAN/DEPARTMENT OF ENVIRONMENTAL QUALITY LAND AND WATER MANAGEMENT DIVISION P.O. BOX 30458 LANSING, MI 48909-7958	ADDITIONAL INSURED SOLELY WITH RESPECT TO THE ACTIONS OF THE CITY OF MARQUETTE AND THE CITY OF MARQUETTE'S AGREEMENT DATED JANUARY 29, 2004 TO USE AND OCCUPY UNPATENTED GREAT LAKES BOTTOMLANDS LOCATED AT MARQUETTE LOWER HARBOR DOCK FOR PUBLIC PURPOSES.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

"Bottomlands"

9/27/04 Drlg to went on #10 copy to Mgt.

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

PERMIT

Agreement #2178 "A"

Remediation & Redevelopment Division
Michigan Dept. of Environmental Quality
420 5th Street
Gwinn, MI 49841

Permit No.	04-52-0087-P
Issued	September 23, 2004
Extended	
Revised	
Expires	December 31, 2005

Under the provisions of the Natural Resources and Environmental Protection Act 451, PA 1994, as amended and specifically:

- ☐ Part 301 Inland Lakes and Streams
- ☒ Part 325 Great Lakes Submerged Lands
- ☐ Part 303 Wetland Protection
- ☐ Part 31 Floodplain/Water Resources Protection
- ☐ Part 315 Dam Safety
- ☐ Part 323 Shorelands Protection and Management
- ☐ Part 353 Sand Dune Protection and Management

Permission is hereby granted, based on permittee assurance of adherence to State requirements and permit conditions to:

Permitted Activity:

COLLECT SEDIMENT AND/OR ROCK SAMPLES BY DRILLING INTO SEDIMENT AND BOTTOMLAND WITHIN A DEFINED AREA TO PROVIDE QUALITATIVE DATA FOR THE REDEVELOPMENT OF THE ADJACENT SHORELAND. ALL IN ACCORDANCE WITH THE ATTACHED APPROVED PLAN DATED SEPTEMBER 23, 2004.

RECEIVED
SEP 27 2004
Community Development Office

Water Course Affected: Lake Superior
Property Location: Marquette County, City of Marquette, Section 23
Town/Range 48N, 25W

Authority granted by this permit is subject to the following limitations:

A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
B. The permittee in exercising the authority granted by this permit shall not cause unlawful pollution as defined by Part 31, Floodplain/Water Resources Protection of the Natural Resources and Environmental Protection Act 451, PA 1994, as amended.
C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
D. All work shall be completed in accordance with the plans and the specifications submitted with the application and/or plans and specifications attached hereto.
E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved herein.
F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with Act 53 of the Public Act of 1974 and comply with each of the requirements of that act.
G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits or complying with other state statutes.
H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
I. Permittee shall notify the Department of Environmental Quality within one week after the completion of the activity authorized by this permit, by completing and forwarding the attached, preaddressed post card to the office addressed thereon.
J. This permit shall not be assigned or transferred without the written approval of the Department of Environmental Quality.
K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific State Act, Federal Act and/or Rule under which this permit is granted.
L. Work to be done under authority of this permit is further subject to the following special instructions and specifications:

Authority granted by this permit does not waive permit requirements under Part 91, Soil and Erosion Control, PA of 451 of 1994, as amended, or the need to acquire applicable permits from the County Enforcing Agent. Contact: Hampton Waring, Marquette County Soil and Water Conservation District, 1030 Wright Street, Marquette, MI 49855, for further information regarding Part 91 of PA 451.

Authority granted by this permit does not waive any jurisdiction of the U.S. Corps of Engineers or the need for a federal permit.

Entire sampling area shall be enclosed with a filter fabric barrier to prevent excessive offsite siltation. Barrier shall be installed prior to commencement of sampling and shall be maintained for duration of project. Barrier shall be left in place after completion of sampling until all disturbed sediments have settled.

Sample collecting is not allowed from April 1 to June 30 due to critical spawning, migration, and recreational use periods.

Unless specifically stated under the "Permitted Activity" of this permit, additional construction pads, haul roads, temporary structures, are not authorized by this permit and shall not be constructed unless authorized by separate permit or permit revision granted in accordance with applicable law.

No filling of bottomland is authorized.

This permit does not preclude the need for approvals or permits from other Federal, State, County or Municipal authorities as may be required by law.

The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representatives of the permittee, undertaken in connection with this permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.

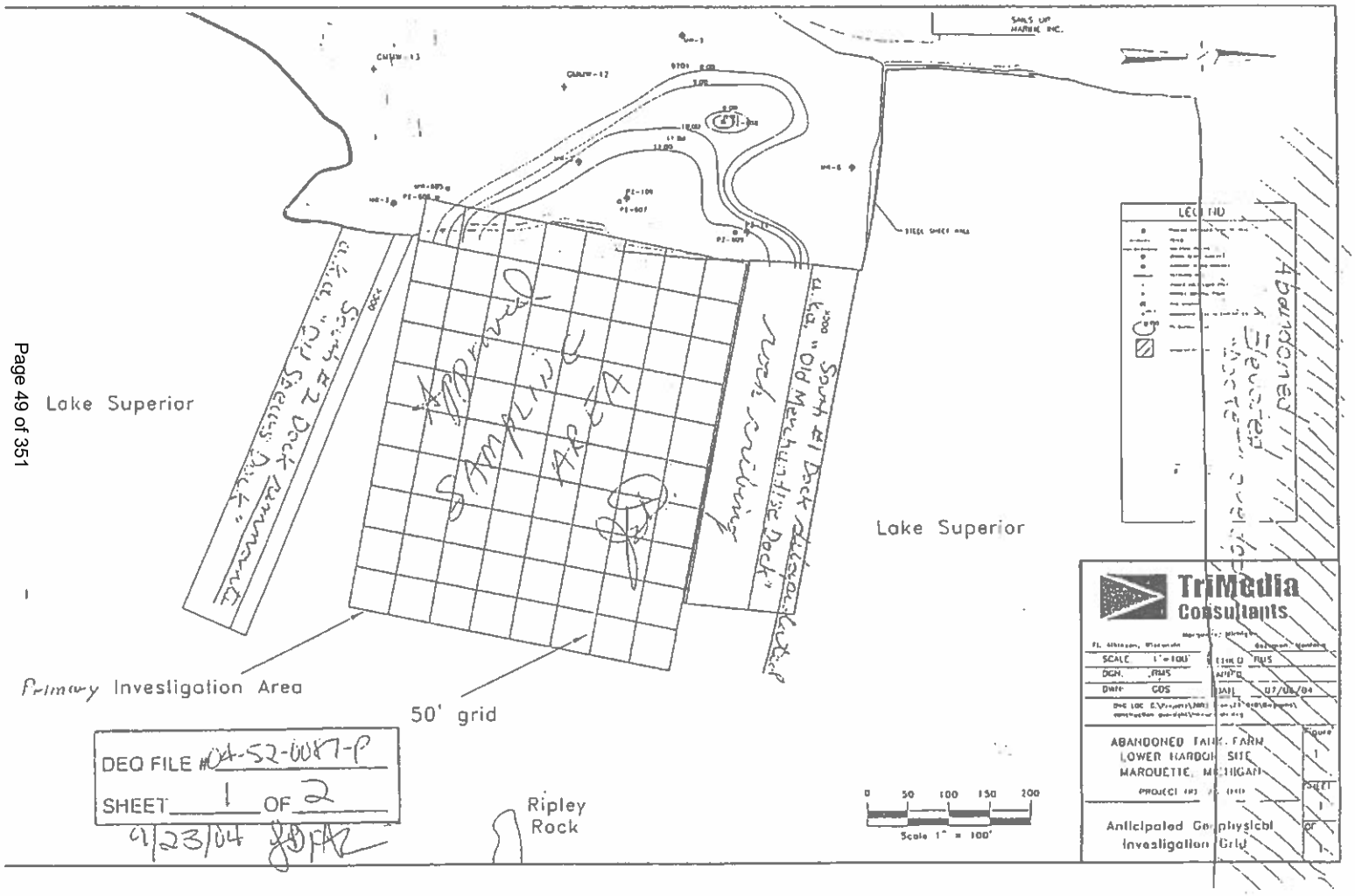
In issuing this permit, the Department of Environmental Quality has relied upon the information and data which permittee has provided in connection with the permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete, or inaccurate, the Department may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.

Your attention is directed to Item I above, regarding notification of project completion.

Steven E. Chester, Director
Department of Environmental Quality

By Joan E. Duncan
Joan E. Duncan
District Representative
Land and Water Management Division

cc: Marquette CEA
City of Marquette Clerk
Tri-Media
USACE - Rich Gutleber



DEQ FILE #04-52-0087-P

SHEET 1 OF 2

9/23/04 JSJ AR

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Pg4

SWA
3-2-20
IN GIS
UID: 431 (Easements)
SCANNED
LINKED

8025742
Tx:4015605
5/2/2018 10:45:00 AM

2018R-04318
CARLA A L'HUILLIER
REGISTER OF DEEDS
MARQUETTE COUNTY, MI
RECORDED ON
05/02/2018 10:58 AM
PAGES: 4

REVISED AGREEMENT AS-109 TO USE AND OCCUPY

UNPATENTED GREAT LAKES BOTTOMLANDS FOR PUBLIC PURPOSES

PART 325 GREAT LAKES SUBMERGED LANDS, ACT 451, P.A. 1994, AS AMENDED,

STATE OF MICHIGAN

DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, the Department of Environmental Quality has determined that the grantee may occupy and use the water area and the unpatented bottomlands hereinafter described without substantially affecting the public trust, and that the public trust in the adjacent waters will not be impaired, and

WHEREAS, the use purposed is of an overall beneficial nature.

WHEREAS, this agreement, was originally executed on October 11, 1999, by and between the State of Michigan by the Department of Environmental Quality, P.O. Box 30458, Lansing, Michigan 48909, party of the first part and the city of Marquette, 300 West Baraga, Marquette, Michigan 49855, party of the second part, pursuant to an application under Part 325, Act 451, Public Acts of 1994, as amended, and approved by the party of the first part on November 2, 1998, and by the State Administrative Board on November 17, 1998, and

WHEREAS, this document is issued to amend Public Use Agreement AS-109 executed between the same parties and recorded in Liber 159, Page 415, Marquette County Register of Deeds, on October 28, 1999;

In consideration of the terms, conditions and agreements contained herein, the party of the first part agrees to allow the party of the second part to occupy and use the following described unpatented Great Lakes bottomlands, county of Marquette:

A parcel of filled and unfilled unpatented Lake Superior bottomland opposite, contiguous and adjacent to Government Lots 2, 3, and 4, Section 23, Township 48 North, Range 25 West, described as:

Commencing at the intersection of the centerlines of Lake Street and Washington Street as laid out in the city of Marquette; thence S 77° 58' 47" E along the extension of the centerline of said Washington Street 97.00 feet to its intersection with the U.S. Government survey meander line; continuing S 77° 58' 47" E 103.00 feet; thence S 11° 30' 00" W 209.00 feet along the existing shoreline; thence S 77° 45' 00" E

39.90 feet along the existing shoreline; thence S 11° 30' 00" W 93.00 feet along the existing shoreline; thence S 16° 00' 00" W 100.22 feet along the existing shoreline; thence S 16° 00' 00" W 56.78 feet along the existing shoreline; thence N 76° 00' 00" W 23.00 feet along the existing shoreline; thence S 17° 00' 00" W 73.00 feet along the existing shoreline to the Point of Beginning; thence continuing S 17° 00' 00" W 126.71 feet along the existing shoreline; thence S 60° 34' 00" E 1101.72 feet; thence N 29° 26' 00" E 171.46 feet; thence N 60° 34' 00" W 895.10 feet; thence N 72° 05' 53" W 238.72 feet to the Point of Beginning, containing 4.277 acres, more or less.

The occupancy and use of said bottomlands shall be subject to the following conditions:

1. The occupancy shall be governed by the terms of Part 325, Act 451, P.A., 1994, as amended, and the rules and regulations promulgated thereunder.

2. All maintenance, improvements, and/or alterations shall be made in such a manner as to not interfere with the public rights of navigation and the public trust in the adjacent waters and shall be approved by the State before commencement.

3. Upon the termination of this agreement, the party of the second part will vacate said land and will, at their cost and expense, remove any and all equipment, facilities and installations made hereunder, as required by the Department.

4. This agreement shall not be assignable unless approved in writing by the party of the first part.

5. The attached drawing delineates the structures which are authorized to occupy the subject state-owned bottomlands.

6. The party of the second part and all successors covenants and agrees to save and hold the State harmless from any damages to persons or property and damages of every kind and description from any cause arising out of this agreement of the use of the premises and any structures, piling, facilities, and appurtenances thereon during the term of this agreement.

7. The above described premises contain an old ore dock used to transfer iron ore from railroad cars to lake freighters. The Grantee does not intend and is not permitted to use the premises for unloading bulk commodities unto floating vessels. The Grantee will restore and maintain the premises to a condition that is considered safe by both the Grantee and Grantor. The Grantee will maintain the dock in a manner so that it may serve as a break water and a wind break, protecting adjacent structures from storms. The Grantee may use the premises in a manner that is consistent with public park purposes. Such permitted uses include, but are not limited to, walkways and promenades, public fishing access sites, exhibitions and historical interpretations, etc. Uses that will not be permitted include, but are not limited to uses that exclude the general public or uses for private, commercial purposes. Grantee will obtain a Marina Lease from the State of Michigan prior to construction of or operation of any boat docking facility except for lay along docking.

8. Removal of any and all wood, concrete, and steel superstructure is specifically allowed.

9. This agreement shall become effective on the date of signing by the parties. The first 25-year term expires on October 10, 2024. One renewal period of 25 years is available upon a written request from the Grantee and after a determination by the Grantor that the Grantee complied with the terms and conditions of the agreement during the original 25-year term. Grantee and Grantor both agree that the terms of this agreement may be renegotiated at any time both parties so desire.

10. Grantee covenants and agrees that the occupation and use of the property is subject to and will be exercised according to all applicable state, federal, and municipal statutes, and ordinances and that this agreement does not limit the power of the State of Michigan, its political subdivisions or the United States of America to enact and enforce legislation, or to adopt and enforce regulations or ordinances affecting directly or indirectly, the activity of the Grantee or its agents in connection with this agreement or the value of the interest held under this agreement.

It is expressly agreed between the Grantee and the Grantor that this agreement shall be subject to-the rules and regulations duly promulgated by the Department of Environmental Quality now and hereafter in force relative to such agreements, all of which rules and regulations are made a part of condition of this agreement, provided, however, that no rules and regulations made after the approval of this agreement shall operate to affect the term of the agreement, bond requirements, rental, or area of the subject premises unless agreed by both parties.

IN WITNESS WHEREOF, the Department has hereunto subscribed its name and affixed the seal of said Department the day and year first hereinabove written.

Signed, Sealed and Delivered in Presence

DEPARTMENT OF ENVIRONMENTAL QUALITY
STATE OF MICHIGAN

By Teresa Seidel
Teresa Seidel

Date 2/12/18

STATE OF MICHIGAN)
)ss
County of Ingham)

On this 12th day of February, 2018 personally appeared before me, a Notary Public in and for the county of Ingham, Teresa Seidel of the Department of Environmental Quality (DEQ) personally known to me to be the same person who executed the foregoing instrument, and who acknowledged the same to be her free act and deed, and the free act and deed of the DEQ in whose behalf acts, and for the purpose in said instrument set forth.

Jennifer L. Laudazio
Notary Public

Ingham County

JENNIFER L. LAUDAZIO
NOTARY PUBLIC - MICHIGAN
INGHAM COUNTY
ACTING IN THE COUNTY OF Ingham
MY COMMISSION EXPIRES 10-29-

My Commission Expires: 10-29-2021

City of Marquette
Grantee

By David J Campana
Signature

David J. Campana
Print Name Here – Mayor

By Kris M Hazeres
Signature

Kris M. Hazeres
Print Name Here Clerk

Dated 1-30-18

STATE OF MICHIGAN)
) ss
County of)

On this 30th day of January, 2018 appeared David J Campana and Kris M. Hazeres to me personally known, and being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Marquette, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its ~~Board of Directors and~~ City Commission and _____ acknowledge said instrument to be the free act and deed of said corporation.

Lisa M McGuire
Notary Public

Marquette County

My Commission Expires: Aug. 14, 2022

LISA M. McGUIRE
Notary Public, Marquette County, Michigan
My commission expires August 14, 2022

Prepared by and Return To:
Thomas P. Graf
Department of Environmental Quality
Water Resources Division
P.O. Box 30458
Lansing, Michigan 48909-7958

Agenda Date: 4/14/2025

Consent Agenda
Architecture Services - Cultural Center and Trailhead Change Order

BACKGROUND:

At the June 10, 2024 regular meeting of the City Commission, the bid for design services for the Cultural Center and Trailhead was awarded to Locus Architecture, LTD of Minneapolis, Minnesota in the amount of $128,570. Locus requests the City Commission consider additional services required by the project with a change order in the amount of $26,189. This change order covers asbestos testing and removal, additional structural design services provided by GEI, and additional work for value engineering to get the project within the budget after two bids received exceeded the budget. This change order would bring the total for design services to $154,759.

This project is funded by an MDNR SPARK grant and MEDC RAP grant and it is believed the value engineering will bring this project within the budget of the two grants including this change order.

FISCAL EFFECT:

Design for this project is a reimbursable expense through the MDNR SPARK grant and MEDC RAP grant.

RECOMMENDATION:

Approve the change order to Locus Architecture's contract in the amount of $26,189, and authorize the City Manager or her designee to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Change Order 1

LOCUS ARCHITECTURE CHANGE ORDER

MARQUETTE CULTURAL CENTER BP24-10

ITEM	RATE
ASBESTOS TESTING (already completed)	$989
ASBESTO REMOVAL	$6,300
GEI ADDITIONAL STRUCTURAL DESIGN SERVICES (already completed)	$14,900
Locus Change Order for Value Engineering Modifications Substantial Completion Review (partially complete)	$4,000
SUBTOTAL	$26,189
BASE FEE	$128,570
TOTAL	$ 154,759

Accepted By:

Signature

Name Date

Agenda Date: 4/14/2025

Consent Agenda
BLP Transmission Line Easement

BACKGROUND:

The Marquette Board of Light and Power (BLP) will be constructing a new 69,000-volt transmission line and is requesting the City grant an easement over a small parcel of City property located in Sands township in furtherance of the project. The City Attorney has reviewed the easement agreement.

FISCAL EFFECT:

The City will realize a one-time payment of $2,000 for the easement, which is more than 100% of the value according to an independent market study.

RECOMMENDATION:

Approve the grant of the easement and authorize the execution of the Easement Agreement by the Mayor.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- BLP Offer to Purchase Easement
- Good Faith Offer Worksheet
- Tree Disposition Form
- Utility Easement Agreement

USPS Tracking 9405 5112 0620 5893 6256 69

August 29, 2024

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

RE: Offer to Purchase Transmission Line Easement: Marquette 69 kV;
MBLP File Number -FIV-PNU0320

Dear Representative:

As you may be aware the Marquette Board of Light and Power (MBLP) will be constructing a new 69,000-volt transmission line in Marquette County, Michigan. A review of the records in the Register of Deeds office indicated that you are the record owner of property that will be impacted by this transmission line. The MBLP will be obtaining new easements in relation to the construction of this new line.

The purpose of this letter is to advise you that the MBLP would like to extend to you an offer for the purchase of a transmission line easement. This offer is made collectively to all owners and persons with an interest in the property. The location of the easement area that will cross your property is shown on the Exhibit "A" attached to the enclosed easement document. The MBLP's new easement will allow it to construct, operate, and maintain an electric transmission line. Maintenance will include cutting, trimming, and/or removing trees, brush, and/or undergrowth under the line or in danger of falling on the line. All associated rights are stated in the accompanying easement.

A market study was completed by an independent appraisal firm and is an expert's opinion of value of the property impacted by the transmission line easement and facilities. Based on this study, the land value for the rights described in the attached easement document is $1,500.00 per acre. (See attached Good Faith Offer Payment Worksheet.) The MBLP hereby makes a Good Faith Offer in the amount of $2,000.00 as consideration for the purchase of the easement rights.

The MBLP hereby waives its right to bring a federal or state cost recovery station against you arising out of a release of hazardous substances at the property prior to acquisition. The MBLP's valuation of just compensation for the property reflects this waiver.

The following documents are enclosed for your review and signature:

1. Easement – Please note that the signature page must be completed in the presence of a Notary Public. This can usually be completed at your local bank. If you are unable to get to a notary public, please contact me, and we will plan to meet with you to sign.

2. Tree Disposition Report – Please read through this and note how you would like any wood products cut and left on your property. This must be signed near the bottom of the page. It is not necessary to have your signature witnessed or notarized.

BLP is offering an additional payment as described in the enclosed document titled "One Time Payment". Receipt of the enclosed easement executed by you and properly notarized, including a completed W-9 form, must be received by BLP within **30 days** of the original offer.

If you would prefer to meet in person to review these materials, or if you have any questions or concerns regarding them, please contact me at ***bernard.yantz@steigerwaldt.com*** or ***231-620-1958*** *to arrange an appointment to review these materials and discuss any questions you may have. I have enclosed a self-addressed stamped envelope for your convenience in returning the signed documents to me.*

Once the documents are signed and returned, or you meet with an agent and sign, the MBLP will pay you the agreed amount stated in this document. If you have sold or transferred the ownership of this property, then please let us know by calling the number above.

The MBLP appreciates your consideration of this matter.

Sincerely,

STEIGERWALDT LAND SERVICES, INC.

Bernard Yantz

Bernard Yantz
Contract Land Rights Agent for MBLP
Bernard.yantz@steigerwaldt.com

Enclosures:
Easement Document
Good Faith Offer Payment Worksheet
Tree Disposition Report
Project Map
Return Envelope

Marquette Board of Light and Power
Good Faith Offer Payment Worksheet

MBLP Tract Number: FIV-PNU0320

Line: 2nd Interconnect

Owner: City of Marquette, Michigan

Owner Address: 300 W. Baraga Avenue, Marquette, MI 49855

Property Description: Part of the Southwest Quarter of the Northwest Quarter, Section 3, T47N-R25W, Sands Township, Marquette County, Michigan.

1. **Basis of Property Value**

   After analyzing comparable sales and other data, it is the opinion of MBLP that $1,500.00 per acre meets or exceeds the vacant land value of the subject property indicated by market comparison.

2. **Permanent Right of Way**

   0.0380 Acres X $1,500.00 Per Acre X 100% = $2,000.00

3. **One Time Payment (if easement signed within 30 days) $1,500.00**

4. **Total Payment: $3,500.00**



Accepted: _____ **Date:** _____

_____ **Date:** _____

Prepared by: Stacey Walther

TREES AND BRUSH DISPOSITION REPORT
RIGHT-OF-WAY CLEARING

LINE: 2nd Interconnect **TractNum: FIV-PNU0320**

LANDOWNER INFORMATION:

Owner: **City Of Marquette**

Address: **300 W. Baraga Avenue**
Marquette, MI 49855

Phone #: 906-225-8377 **Cell #:**

Legal Description: Part of the Southwest Quarter of the Northwest Quarter, Section 3, T47N-R25W, Sands Township, Marquette County, Michigan.

MBLP, its agents, successors, assigns and manager, are hereby instructed to dispose of all trees and brush in the easement strip and danger timber outside of the easement strip, as said strip is described in that certain easement signed by Landowner.

Dense, woody vegetation within the easement strip shall be mowed with brush mowing equipment. Mowing material (mulch and stumps) remain. Please review the disposition of larger wood and designate your preference by checking the method.

Trees and limbs GREATER than five (5) inches in diameter:

A)_____ Trees shall be cut down and left in full tree lengths (suitable for logs) with limbs removed and piled on the edge of the easement strip.

OR

B)_____ Trees and limb wood five (5) inches in diameter and larger shall be cut into approximate 100-inch lengths and piled on the edge of the easement strip.

Trees and limbs LESS than five (5) inches in diameter:

A)_____ Chip brush and remove debris if easement area is a maintained yard setting*/**

AND/OR

B)_____ Grind brush in the easement strip if easement is a non-maintained setting

*If the area where the trees, brush, or chips are to be placed is determined to be a delineated wetland, MBLP will work with the landowner to determine appropriate disposition methods and area for placement prior to clearing.

**If the trees, brush, or chips to be removed are state-listed invasive species, MBLP will discuss proper handling and management practices with the landowner prior to clearing.

Other: _____

_____

Check if Landowner would like to be contacted by MBLP Clearing contractor prior to beginning clearing work: _____

Sign & Date

Dated this_____ day of _____, 20__.

_____
Name:

_____
Name:

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement) is made between **City of Marquette, Michigan, a Michigan municipal corporation**, with address of **300 W. Baraga Avenue, Marquette, MI, 49855**, for itself and its successors and assigns (the "Grantor"), and the **Board of Light and Power of the City of Marquette**, a Michigan municipal corporation, of 2200 Wright Street, Marquette, Michigan 49855, for itself and its successors and assigns, as Grantee (the "BLP") (collectively, the "Parties").

Background

A. The BLP is a public power company that desires to construct and maintain certain public electric utilities on premises owned by the Grantor in Marquette County, Michigan, (the "Property"); and

B. The Grantor desires to grant an easement on, over, and across the Property to the BLP for this purpose, subject to certain terms and conditions; and

C. The contemplated utilities would be constructed and maintained on that portion of the Property described in the attached **Exhibit A**, (the "Easement Premises"); and

D. The BLP and the Grantor have agreed that it is in the best interest of both Parties to execute this Agreement for the grant of easement and to set forth their respective rights and responsibilities therein.

NOW THEREFORE, In consideration of the foregoing, which are incorporated into this Agreement, and of the mutual benefits and obligations set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **GRANT OF EASEMENT**. The Grantor grants to the BLP a perpetual, non-exclusive easement to place, construct, install, operate, maintain, and repair, certain electric utilities (the "Permitted Utilities") on the Easement Premises. The Grantor also hereby grants the BLP the right to ingress and egress over the Easement Premises to place, construct, install, operate, maintain, and repair the Permitted Utilities. (Collectively, the "Easement".)

2. **MODIFICATION OF PROPERTY**. In addition to the Easement, the Grantor grants the BLP the right to modify the Easement Premises for the purpose of removing any obstructions which might endanger or interfere with the operation, safety or efficiency of the Permitted Utilities, such as foliage or terrain (the "Permitted Modifications").

3. **SURVEY; RECORDING**. At the BLP's expense, the BLP shall draft the legal description of the Easement Premises, including the path of the Permitted Utilities thereon, and shall have the description certified by a professional surveyor and inserted on the attached **Exhibit A**. The BLP shall record this Agreement at the Register of Deeds in the county where the Property is located, and the BLP shall be responsible for any and all recording fees and state and county real estate transfer taxes associated therewith.

4. **OWNERSHIP**. The BLP shall own all of the Permitted Utilities installed by the BLP on the Property. The Grantor shall remain the owner of the Property.

5. **MAINTENANCE**. The BLP shall be responsible for maintaining the Permitted Utilities and the Easement Premises for the uses described in this Agreement.

6. **DAMAGE TO EASEMENT PREMISES; RELOCATION**. The Grantor and BLP shall be responsible for any damage they may cause to the Easement Premises. The party responsible for such damage shall promptly give notice to the other party of the damage, and the party responsible for the damage shall pay the cost of all needed repairs, restoring the Easement Premises to its condition prior to the damage. The BLP shall not be required to relocate or move the Permitted Utilities.

7. **OBSTRUCTIONS TO USE OF EASEMENT PREMISES**. The Grantor shall have the right to use and occupy the surface of the Property for any purposes consistent with the rights and privileges herein granted, to the extent that the use shall not endanger or interfere with the BLP's access to the Easement Premises or the construction, installation, operation, maintenance, and repair of the Permitted Utilities as permitted herein. Neither the Grantor nor its Related Parties may use the Easement Premises in a way that interferes with its use by the BLP. Any obstructions or impediments to the use of the Easement Premises may be removed, without notice, by the BLP and the cost of such removal shall be borne by the Grantor.

8. **REPRESENTATIONS BY GRANTOR.** The Grantor represents, covenants, and warrants that it has the right and authority to grant this Easement, and that it will forever warrant and defend the rights granted hereunder. Other than the foregoing, the Grantor makes no representations or warranties regarding the Property or the conditions thereof or regarding facilities which it or others may have on the Property.

9. **REPRESENTATIONS BY BLP**. The BLP represents that insofar as it is practicable, it will place, construct, install, operate, perpetually maintain, repair, and replace the Permitted Utilities as not to interfere with the ordinary use of the surface of the Property. The BLP acknowledges that it may go on the Easement Premises only at its sole risk; and, except as specifically set forth in this Agreement, the BLP hereby releases the Grantor from all claims and liability arising out of or resulting from the use of this Easement against the Grantor which the BLP might otherwise make or have. The BLP further represents that it will install the Permitted Utilities in a manner consistent with federal, state, and local laws and regulations.

10. **INDEMNIFICATION**. The BLP shall indemnify and hold harmless the Grantor and affiliated companies, directors, officers, agents, employees, and subcontractors ("Related Parties") of the Grantor, from any and all claims, demands, actions or judgments for any damage to any property or injury to any person that may arise out of any of the actions of the BLP or its

Related Parties while on the Easement Premises. This provision shall survive the termination of this Agreement.

11. **ENFORCEMENT OF AGREEMENT**. The Grantor and the BLP shall each have the right to legally enforce this Agreement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

12. **NOTICES**. All notices under this Agreement shall be in writing and shall be deemed to be given if either delivered personally or mailed by certified or registered mail to the intended party at the party's address set forth in this Agreement or to any other address that either party furnishes to the other in writing.

13. **AMENDMENTS**. This Agreement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both Grantor and the BLP.

14. **SUCCESSORS**. All of the terms, covenants, conditions, and obligations set forth in this Agreement shall inure to the benefit of and bind the Grantor and BLP, and their respective successors, transferees and assigns, and shall run in perpetuity with the Property as an appurtenance to the Property.

15. **SEVERABILITY**. If any provision or specific application of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Agreement shall remain valid and binding.

16. **GOVERNING LAW**. This Agreement shall be governed by and construed under the laws of the State of Michigan.

17. **PAYMENT**. The BLP shall pay the Grantor Two Thousand and 00/100 dollars (**$2,000.00**), in consideration for this easement. The BLP will pay the applicable property transfer tax and recording fees for this conveyance.

18. **EXEMPTIONS**. This conveyance is exempt from transfer tax under MCL 207.505(f) and MCL 207.526(f) in accordance with property tax exemptions.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, authorized representatives of the Grantor and the BLP have executed this Agreement as set forth below, effective as of the date last signed by the Parties.

GRANTOR: City Of Marquette, Michigan, a Michigan municipal corporation

Date: _____

_____
By:
Its: _____

STATE OF _____)
_____ COUNTY)

On the _____ day of _____, 20__, before me, a Notary Public, in and for said County, personally appeared **City Of Marquette, Michigan, a Michigan municipal corporation**, by, _____ its _____, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed.

_____
Signature
_____ , Notary Public
Printed Name
State of _____, County of _____
My commission expires: _____
Acting in _____County.

BOARD OF LIGHT AND POWER OF THE CITY OF MARQUETTE

Date: _____

_____
By:
Its: _____

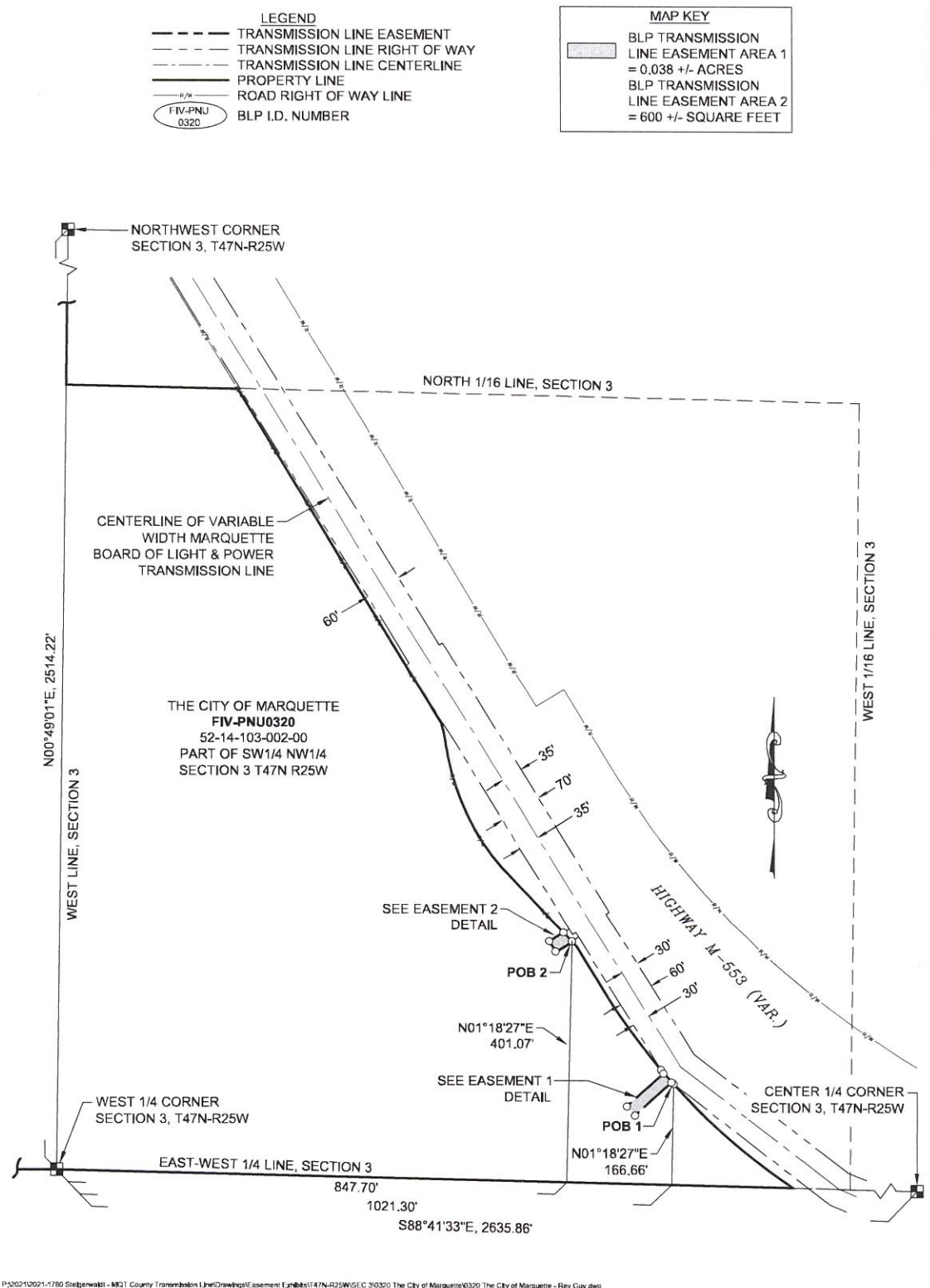
STATE OF MICHIGAN)
MARQUETTE COUNTY)

On the _____ day of _____, 20__, before me, a Notary Public, in and for said County, personally appeared the Board of Light and Power of the City of Marquette, by _____, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be its free act and deed.

Prepared by:
Laura Katers Reilly (P63868)
Kendricks, Bordeau, Keefe,
Seavoy & Larsen, P.C.
128 West Spring Street
Marquette, MI 49855
(906) 226-2543

_____
_____ , Notary Public
State of Michigan, County of _____
My commission expires: _____
Acting in Marquette County

EASEMENT DESCRIPTION MAP (EXHIBIT A)



P:\2021\2021-1780 Stelgerwaldt - MQT County Transmission Line\Drawings\Easement Exhibits\T47N-R25W\SEC 3\0320 The City of Marquette\0320 The City of Marquette - Rev Guy.dwg

TRIMEDIA ENVIRONMENTAL & ENGINEERING 830 WEST WASHINGTON STREET MARQUETTE, MICHIGAN 49855 (906)228-5125	BEARING BASIS: NAD 83 (2011) MICHIGAN STATE PLANE NORTH (2111)	SCALE: 1"= 200'	CLIENT: Marquette BLP
		APPROVED BY: SJB	JOB NO.: 2021-1780
	SHEET 1 OF 2	DRAWN BY: SDK	DATE: 06/14/2023

EASEMENT DESCRIPTION MAP (EXHIBIT A)

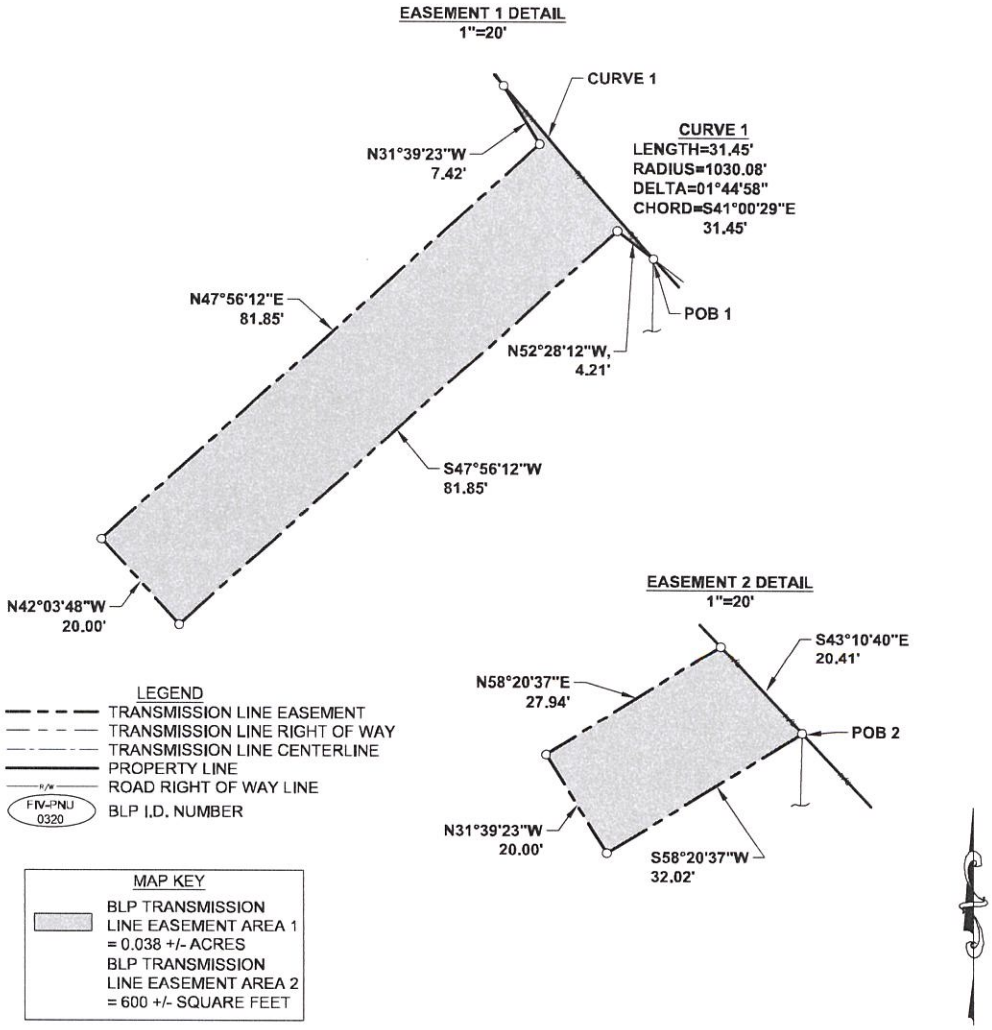
LEGAL DESCRIPTION

EASEMENT 1

A variable width easement which crosses a part of the grantor's premises across part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), Section 3, T47N-R25W, Sands Township, Marquette County, Michigan described as:
Commencing at the West 1/4 corner of Section 3; thence S88°41'33"E, 1021.30 feet along the East-West 1/4 line of Section 3; thence N01°18'27"E, 166.66 feet to the West right of way line of Highway M-553, the grantor's East property line and the **Point of Beginning 1**; thence **N52°28'12"W, 4.21 feet**; thence **S47°56'12"W, 81.85 feet**; thence **N42°03'48"W, 20.00 feet**; thence **N47°56'12"E, 81.85 feet**; thence **N31°39'23"W, 7.42 feet** to a curve on the West right of way line of Highway M-553 and the grantor's East property line; thence **31.45 feet** along the West right of way line and grantor's East property line on a curve to the **Left** having a **Radius** of **1030.08 feet**, a **Delta Angle** of **01°44'58"** and a **Chord** bearing **S41°00'29"E, 31.45 feet** to the **Point of Beginning 1**, containing **0.038 acres** and subject to restrictions, reservations, rights of way and easements of record.

EASEMENT 2

A variable width easement which crosses a part of the grantor's premises across part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), Section 3, T47N-R25W, Sands Township, Marquette County, Michigan described as:
Commencing at the West 1/4 corner of Section 3; thence S88°41'33"E, 844.13 feet along the East-West 1/4 line of Section 3; thence N01°18'27"E, 404.71 feet to the West right of way line of Highway M-553, the grantor's East property line and the **Point of Beginning 2**; thence **S58°20'37"W, 32.02 feet**; thence **N31°39'23"W, 20.00 feet**; thence **N58°20'37"E, 27.94 feet** to the West right of way line of Highway M-553 and the grantor's East property line; thence **S43°10'40"E, 20.41 feet** along the West right of way line and grantor's East property line to the **Point of Beginning 2**, containing **600 square feet** and subject to restrictions, reservations, rights of way and easements of record.



P:\2021\2021-1780 Stelgerwaldt - MQT County Transmission Line\Drawings\Easement Exhibits\T47N-R25W\SEC 3\0320 The City of Marquette\0320 The City of Marquette - Rev Guy.dwg

TRIMEDIA ENVIRONMENTAL & ENGINEERING 830 WEST WASHINGTON STREET MARQUETTE, MICHIGAN 49855 (906)228-5125	BEARING BASIS: NAD 83 (2011) MICHIGAN STATE PLANE NORTH (2111)	SCALE: 1"= 20'	CLIENT: Marquette BLP
		APPROVED BY: SJB	JOB NO.: 2021-1780
	SHEET 2 OF 2	DRAWN BY: SDK	DATE: 06/14/2023

Agenda Date: 4/14/2025

Consent Agenda
Construction Materials Testing Services for 2025 City Construction Projects

BACKGROUND:

Construction materials incorporated into municipal projects may require testing to ensure conformance with project specifications. City Engineering Technicians are certified in the testing of some materials, but other testing is beyond the scope of the Engineering Division and City owned equipment.

A request for proposals for construction materials testing was advertised. One firm responded. The proposal was evaluated to ensure that the scope and price were acceptable.

FISCAL EFFECT:

$17,000 is included within the approved FY 2025 budget and previous years' budgets (for ongoing projects) for this purpose. Sufficient funds for testing services are identified with each project.

RECOMMENDATION:

Approve the construction materials testing Professional Services Contract for the 2025 construction season with GEI Consultants of Michigan, P.C. for an amount not-to-exceed $17,000, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- RFP - Testing Services
- GEI Professional Services Proposal
- Professional Services Contract GEI

THE CITY OF MARQUETTE
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MATERIAL TESTING SERVICES 2025

Intent

The City of Marquette is requesting proposals to be used to select a firm to perform construction material testing services for various construction projects throughout the 2025 construction season.

The City has specific needs for these types of services on an intermittent basis and would like to contract with a firm to provide these services on a as needed basis.

Proposed Projects

Projects proposed for the 2025 construction season are as follows:

Lakeshore Boulevard Phase II
Street Improvements and Structure Cover Adjustments
Sidewalk Repair and Replacement
Third Street Coal Bunker Rehabilitation
Various Community Services Department Projects
Other projects if they become available

Submittals

The consultant's proposals can be delivered to Mikael Kilpela, Engineering Department, Municipal Service Center, 1100 Wright Street, Marquette, Michigan by **10:00 A.M. Wednesday, March 19th, 2025.**

Proposals can also be emailed to Mikael Kilpela mkilpela@marquettemi.gov prior to the deadline.

Proposals must contain the following:

- Company legal name, addresses, phone/fax numbers and email address of each office.
- Testing Technician and Project Manager's experience, applicable certifications, and contact information.
- Statement of understanding of the work requested.
- Scope of testing services and cost per service.
- If applicable, hourly rates of personnel expected to be charged to the City.
- If applicable, mileage rates and mileage expected to be charged to the City.

Please complete all the fields on the testing services spreadsheet provided and include it with your proposal.

Proposal Selection

Proposals will be reviewed and evaluated by the City Engineer, Assistant Engineer, and the Staff Engineer. Proposals will be selected based on the above submitted content and past customer service satisfaction. A copy of the scoring sheet has been provided for your information.

Construction Testing Services Required

The services required of the selected firm include, but are not limited to:

Materials Testing: The Consultant will be required to perform necessary materials and density testing services for the HMA, concrete, backfill, embankment, subbase, aggregate shoulders, and aggregate base. Additional items requiring testing may be added on a project-by-project basis.

Aggregate Testing
Density Testing
HMA Testing
Portland Cement Concrete Testing

Certifications: Technicians assigned to these projects will need to have the following minimum certification for the work operations listed.

Density (Earthwork or HMA Paving)
NRC Nuclear Density Gauge License
MDOT Density Technology Certification
Michigan Certified Bituminous Laboratory Technician (Level 1)
Michigan Bituminous QC/QA Technician (Level 2)

Concrete Testing and Sampling
Michigan Concrete Field Testing – Level 1 (MCA or MCPA)
ACI Concrete Strength Testing Technician

Aggregate Testing and Sampling
Michigan Certified Aggregate Technician Level one and Two

Test Data: Test results will be presented on MDOT standard forms and noted as a "pass" or "fail" when applicable.

Invoice Deadline: All invoices for work performed should be sent on a month by month basis. The final invoice shall be received by the City of Marquette no later than **December 1, 2025** unless special circumstances dictate and approved by the City Engineer. Invoices will be broken down by services performed on a project basis.

Note: Services are needed on an "on call" basis. The City will try its best to provide 24-hour notice, but there will be times when due to construction activities the notice will be shorter.

By submitting a proposal, the consultant agrees to use the Professional Services Contract as provided by the City of Marquette. Contract is attached for your review with a "Do Not Exceed" cost.

A copy of the "Consultant Proposal Evaluation and Scoring" sheet has been attached for your information on the scoring criteria.

The selected consultant will be required to submit the proof of insurance per the proposed contract to the City of Marquette prior to the award of the construction contract by the City Commission.

2025 City of Marquette Testing Services Request for Proposals

Company: _____

Service	Rate	Comments*
1) Technician rate		
2) Mileage		
3) Compaction		
Michigan Cone Test		
Density Nuclear Gauge		
4) Concrete		
Field Testing		(Includes air, slump, and cylinders)
Compressive Strength		
Hold		
5) Aggregate		
Sieve Analysis - Sand		
Sieve Analysis - Gravel		
6) HMA		
Extraction with Gradation		
Density Nuclear Gauge		
7) Reporting		Describe Reporting:
8) Expenses		List Expenses:
9) Overtime		
Over 8 hours		
Saturdays		
Sundays/Holidays		
10) Other*		

** Use this space and other blank lines to include any other information needed to clarify services, rates, etc.*

THE CITY OF MARQUETTE

CONSTRUCTION MATERIAL TESTING SERVICES

2025
CONSULTANT PROPOSAL EVALUATION AND SCORING

The submittal shall be selected based on the testing service costs and the scope of the services being rendered.

Company Name: _____

1) Company legal name, address, phone/fax numbers and email address of each office involved were submitted:
   Notes:

   1a) Score (0-10)

2) Provided testing technician(s) and project manager's experience, required certifications, and contact information:
   Notes:

   2a) Score (0-10)

3) Contractor understood the statement of understanding for the work requested:
   Notes:

   3a) Score (0-10)

4) Scope of Testing Services and Cost Per Service:
   Notes:

   4a) Score (0-30):

5) Hourly Rates of Personnel Expected to be Charged to the City.
   Notes:

   5a) Score (0-30)

6) Past Customer Service Satisfaction:

Notes:

6a) Score (0-10):

Total Score (1a + 2a + 3a + 4a + 5a + 6a):

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this _____ between the City of Marquette, hereinafter called the "City" and a Michigan professional service corporation, hereinafter called "Consultant".

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

Article 1

Project Name

The name of the Project shall be .

Article 2

Scope of the Work

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

Article 3

Time of Completion

The completion date of this project is _

Article 4

Terms and Conditions

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

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

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

FEE:
Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed $_

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

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

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

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

A. General Clauses

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

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

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

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

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

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

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

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

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

B. Workers' Compensation

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

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

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

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

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

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

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

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

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

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

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

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 Consultant.

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

Signed this _____ day of _____, 20__.

OWNER
CITY OF MARQUETTE, OWNER

_____
Witness

_____
Jessica Hanley, Mayor

_____
Witness

_____
Kyle L. Whitney, Clerk

CONSULTANT
_____

_____

_____,

_____
Witness

By: _____

Its: _____

Address: _____

Telephone #: _____

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

March 18, 2025
Proposal No. 610043

Mr. Mikael Kilpela
City of Marquette Engineering Department
Municipal Service Center
1100 Wright Street
Marquette, Michigan 49855
mkilpela@marquettemi.gov

Re: City of Marquette
2025 Construction Materials Testing Services
Marquette, Michigan

Dear Mr. Kilpela:

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide the City of Marquette (City) with this proposal to perform materials testing services. Included in this proposal is our scope of services, labor rates, and unit price rates. We have generated our scope of services and cost estimates based on our understanding of the project as stated in the Request for Proposals (RFP) received from the City of Marquette.

Introduction

Since 1970, GEI has provided a broad array of geotechnical, environmental, civil, and ecological science and engineering consulting services to clients nationwide. Our Midwest offices are currently in the states of Michigan, Illinois, and Wisconsin, consisting of approximately 300 full-time staff members, many of which are highly experienced geotechnical engineers and materials testing technicians that have extensive local experience in Marquette.

Our Marquette office also houses our primary Midwest AMRL/AASHTO accredited, and Army Corp of Engineers validated materials testing laboratory, which provides a broad range of soil and concrete testing services.

The specific GEI office locations are as follows:

Marquette, Michigan – Responsible Office
109 W. Baraga Avenue
Marquette, MI 49855
Phone (906) 451-4021
Fax (847) 984-3532

Green Bay, Wisconsin
3159 Voyager Drive, Suite A
Green Bay, WI 54311
Phone (920) 455-8200
Fax 847.984.3532

Houghton, Michigan
616 Sheldon Avenue, Suite 211
Houghton, MI 49931
Phone (906) 451-4021
Fax (847) 984-3532

Madison, Wisconsin
1600 Aspen Commons, Suite 680
Middelton, WI 53562
Phone (608) 807-0502
Fax 847.984.3532

Iron River, Michigan
990 Lalley Road
Iron River, MI 49935
Phone (906) 214-4140
Fax (906) 214-4141

Chicago, Illinois
8615 W. Bryn Mawr Ave, Suite 406
Chicago, IL 60631
Phone (312) 985-0365
Fax (847) 984-3532

Lansing, Michigan
401 South Washington Sq, Ste 103
Lansing, MI 48933
Phone (517) 803-4600
Fax (847) 984-3532

Plymouth, Michigan
9282 General Drive, Suite 180
Plymouth, MI 48170
Phone (734) 680-1600
Fax (847) 984-3532

Statement of Project Understanding

Based on the RFP, we understand the City of Marquette has the following projects planned for the 2025 construction season:

- Lakeshore Boulevard Phase II;
- Street Improvements and Structure Cover Adjustments;
- Sidewalk Repair and Replacement;
- Third Street Coal Bunker Rehabilitation;
- Various Community Services Department Projects; and
- Other projects if they become available.

The City intends to retain a materials testing consultant to provide on-call services on an as-needed basis throughout the course of the projects. Based on our employees' previous experience with these types of services for the City, we anticipate that the City of Marquette's on-site inspector for each project will contact us as needed to schedule our services.

Scope of Services

Based on our review of the RFP, the following scope of services will likely be needed for the City's 2025 projects:

- Laboratory Concrete Testing
- Laboratory Soil and Bituminous Testing
- Field Testing of Cast-in-Place Concrete
- Michigan Cone Compaction Testing of Utility Trench Backfill, Subgrade Materials, Granular Subbase and Aggregate Base Materials
- Hot Mix Asphalt (HMA) Density Testing

Testing will be performed in accordance with MDOT and/or the City of Marquette requirements. Materials testing services are anticipated to consist of field concrete testing, compaction testing on utility trench backfill, subgrade material, subbase, and aggregate base materials. Compaction testing is also anticipated to be performed on HMA. We anticipate laboratory testing will include concrete compressive strength testing, soil grain size analyses, and extraction/gradation of HMA materials.

The GEI laboratory performing the lab testing is housed in our Marquette, Michigan office. The Marquette laboratory is AMRL/AASHTO accredited, Army Corp of Engineers validated and is registered with the State of Michigan to perform laboratory concrete testing.

Upon arrival to the construction site, GEI technicians will coordinate with the City's project inspector to confirm the items to be observed and/or tested. After performing the field work, the technician will provide verbal results to the City representative prior to returning to the office. When applicable, the technician will also transport the appropriate samples to the laboratory during each visit. During construction site visits, GEI technicians will be completing Daily Field Reports, which will summarize observations and tests conducted during the site visit.

Field and laboratory test results will be submitted by transmittal as they become available. Deliverables will be addressed to you and, with your approval, can also be sent to the appropriate project team members. The services provided will be supervised by a Registered Professional Engineer.

Project Personnel

The services required for this project will be provided by GEI personnel. This project will be supervised by Mr. Chris Abraham, P.E and Mr. Chad Helppi, P.E. Mr. Abraham is a licensed Professional Engineer in Michigan and has over 27 years of experience in testing, managing, and overseeing large CQA projects. Mr. Helppi is also a licensed Professional Engineer in Michigan and has 7 years of field-testing experience and has participated in various project oversight roles. Mr. Helppi will both provide coordination, review daily field reports, and test results, and distribute results to the appropriate parties. The remainder of the testing will be provided by our experienced and certified technicians and/or engineering staff.

Our staff listing, applicable certifications and contact information for the staff anticipated to be involved with this project is provided below:

Staff Title	Staff Name	Phone Number	MDOT/ACI Concrete Cert.	MDOT Density Cert.	MDOT Aggregate Base Cert.
Project Supervisor	Chris Abraham. P.E.	(906) 284-9044	-	-	-
Project Manager	Chad Helppi, P.E.	(906) 370-1499	Level II	Yes	Yes
Laboratory Manager	Sarah Grant, EIT	(586) 292-0538	Level II	Yes	Yes
Field Engineer	Bruce Peterson, EIT	(906) 869-0454	Level I	Yes	Yes
Field Engineer	Josh Eckert	(608) 449-6585	Level I	Yes	Yes
Field Engineer	Jon Wright	(906) 373-7203	Level I	-	Yes
Engineering Technician	Jacob Valencic	(906) 280-7699	Level II	Yes	Yes
Engineering Technician	Peter Torelli	(484) 719-7112	Level I	-	-
Engineering Technician	Jacob Nabozny	(517) 518-2526	Level I	-	-
Engineering Technician	Anthony Couveau	(906) 869-2126	Level I	-	-

Project Costs

Our services will be billed on a time-and-expense basis utilizing the rates included on the attached "2025 City of Marquette Testing Services Request for Proposals" spreadsheet. Invoices for work performed will be sent on a monthly basis. The final invoice will be provided to the City of Marquette no later than December 1, 2025. Invoices will be itemized by services performed on a project basis.

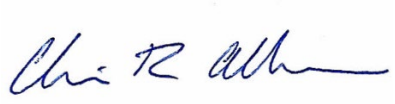
We look forward to working with you. If you have any questions with regard to this proposal, please contact Chris Abraham at (906) 284-9044 or Chad Helppi at (906) 370-1499.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Chad Helppi, P.E.
Project Manager



Chris R. Abraham, P.E.
Vice President

Appendices

Appendix A City of Marquette Testing Services Request for Proposal Spreadsheet

CH/CRA:lmc
B:\Working\MARQUETTE MI, CITY OF_Proposals\610043 City of Marquette 2025 CQA Proposal\610043_City_of_MQT_2025_CQA_Proposal_FINAL.docx

Appendix A City of Marquette Testing Services Request for Proposal Spreadsheet

2025 City of Marquette Testing Services Request for Proposals

Company: GEI Consultants of Michigan, P.C.

Service	Rate	Comments*
1) Technician rate	$76/hour	Technicians performing the work will be licensed to operate a
		Nuclear Density Gauge and will also hold ACI and MDOT Concrete
		Testing certifications.
2) Mileage	N/C	Mileage will not be charged for work performed within the
		Marquette City limits.
3) Compaction		
Michigan Cone Test	N/C	The cost of this test is included in the Technician hourly rate.
Density Nuclear Gauge	$25/trip	
4) Concrete		
Field Testing	N/C	The cost of this test is included in the Technician hourly rate.
Compressive Strength	$25/cylinder	For specimens that undergo compressive strength testing only.
Hold	$15/cylinder	Hold or Spare cylinders that are not tested will be charged at this rate.
		(Field Testing Line Item Includes air, slump, and cylinders)
5) Aggregate		
Sieve Analysis - Sand	$119/test	
Sieve Analysis - Gravel	$149/test	
6) HMA		
Extraction with Gradation	$500/test	Includes crush count
Density Nuclear Gauge	$25/trip	
7) Reporting		Describe Reporting: Reports will generally be prepared by the Project
Administration Staff	$80/hour	Manager with assistance from Administrative Staff as necessary.
Project Manager	$126/hour	All reports will be reviewed by a licensed Professional Engineer prior to
		transmittal.
8) Expenses	Cost +10%	List Expenses:
		There are no expenses anticipated for this project.
9) Overtime		
Over 8 hours	1.25 x hourly rate	
Saturdays	"	
Sundays/Holidays	"	
10) Other*	N/A	

** Use this space and other blank lines to include any other information needed to clarify services, rates, etc.*

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this _____ between the City of Marquette, hereinafter called the "City" and GEI Consultants of Michigan, P.C. a Michigan professional service corporation, hereinafter called "Consultant".

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

Article 1

Project Name

The name of the Project shall be Construction Materials Testing Services 2025

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant's proposal to the City of Marquette dated March 18, 2025 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is December 1, 2025

Article 4

Terms and Conditions

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

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

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

FEE:
Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed $17,000

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

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

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

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

A. General Clauses

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

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

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

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

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

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

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

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

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

B. Workers' Compensation

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

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

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

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

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

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

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

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

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

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

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

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 Consultant.

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

Signed this _____ day of _____, 20__.

OWNER
CITY OF MARQUETTE, OWNER

_____ _____
Witness Jessica Hanley, Mayor

_____ _____
Witness Kyle L. Whitney, Clerk

CONSULTANT
_____

_____ _____,

_____
Witness By: _____

Its: _____

Address: _____

Telephone #: _____

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

Agenda Date: 4/14/2025

Consent Agenda
Grove Street Booster Station Fiber Connect

BACKGROUND:

The water utility remote pump stations and storage tanks are monitored and controlled by the utility's computer operating system. The most secure, dependable form of communication uses the City's fiber infrastructure. Where fiber is not available, we have had to use 900 MHZ radios to connect to the network. Due to elevation and tree foliage, communications at the Grove Street water booster station have been lost at different times during the year. To solve the issue, the IT division solicited pricing to extend the City's fiber ring to the Grove Street pumping station. Only two companies serve the area that have the expertise to design and install the extension. One of those firms was recently bought out and no longer provides this service, leaving only one bidder.

FISCAL EFFECT:

This project will require a budget amendment.

RECOMMENDATION:

Approve a contract with CCI Systems, Inc. to connect the Grove Street water booster station to the utilities fiber ring for a sum not-to-exceed $ 47,511.40, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Proposal
- Contract
- Insurance

Prepared by:

PROPOSAL

Grove Lift Station Fiber Connect

Prepared for:
CITY OF MARQUETTE
March 31, 2025

105 Kent Street
Iron Mountain, MI 49801

INTRODUCTION

Meet CCI Systems...bringing you these essential advantages:

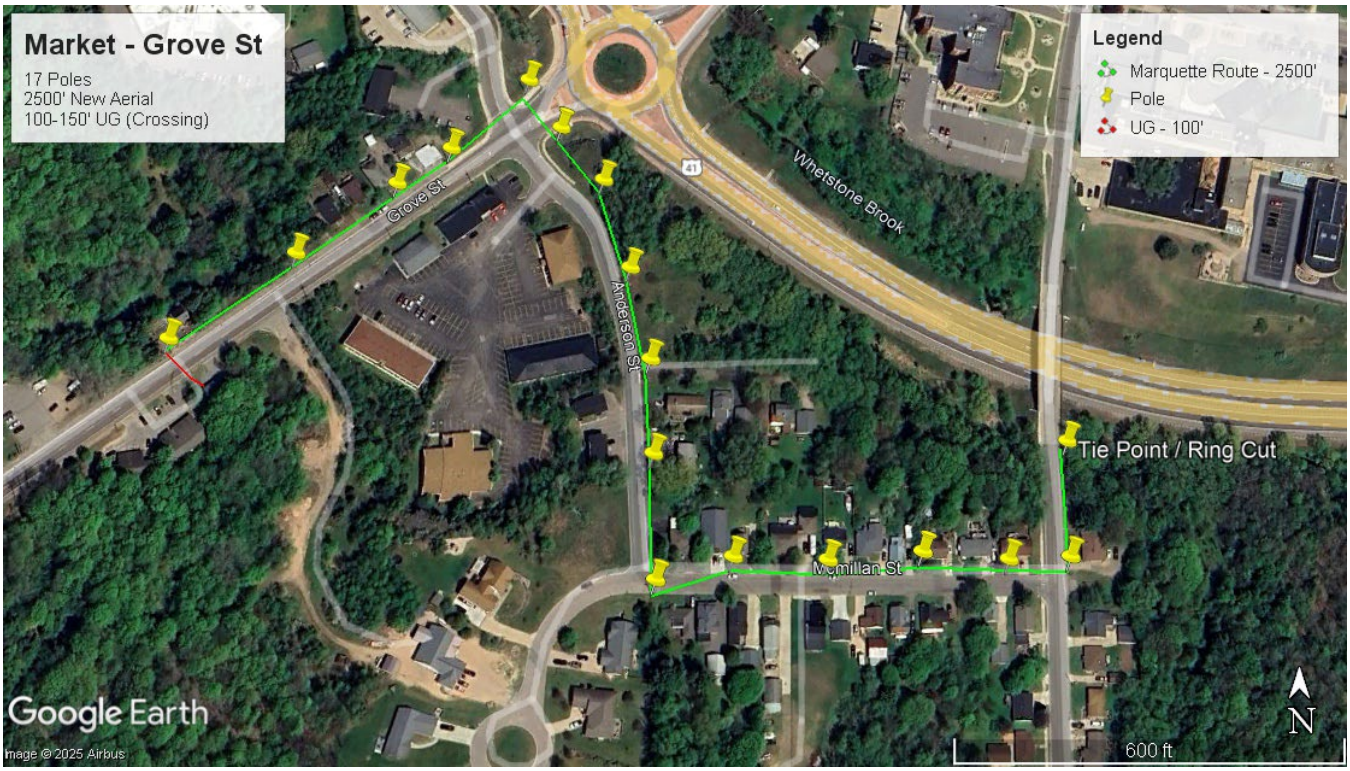
- **Start-to-finish solutions.** Every service you need to make your network run efficiently, cost-effectively and profitably is here.
- **Engineering plus.** Each CCI solution is backed by engineers with the insight to meet your needs today, and the foresight to prepare you for tomorrow.
- **Candor and commitment.** We take the time to understand your project and give you a straightforward, practical recommendation. Then we work hard to help you succeed.

We're pleased to present you with our proposal for drafting services. We look forward to a mutually beneficial partnership.

Tyler Shiroda
Inside Sales Manager
cciemployeeemail@ccisystems.com
(906) 282-4087

ROUTE MAP

Proposed Route of Grove Lift Station



PROJECT DESCRIPTION

Engineering and construction of a fiber connection for the Hemlock / Grove Street lift stations.

TYPE OF WORK

- Design & Engineer route between Hemlock and Grove Street lift stations.
- Aerial and UG permitting
- Construction of route
- Fiber splicing
- Furnishing of materials

PRICING

Pricing for this project will be on the unit basis noted in the attached sheet.

D&E includes Fielding, Pole Loading, Design, Permitting, Staking Sheets or CAD Drawings (yet to be determined), BOM and Splice Guides.

Task	Rate	Qty	Billing Units	Cost
Engineering: D&E				
Staking Sheets	$0.75	2600’	Foot	$1,950.00
Pole Loading	$150.00	18 Est	Per Pole	$2,700.00
Total Engineering: D&E				**$4,650.00**
Construction Labor				
Mobilization/Traffic Control	$5,313.19	1	Each	$5,313.19
Aerial – Composite (Strand/Lash/Anchors)	$20,144.03	1	Each	$20,144.03
Underground Composite (Conduit/Fiber/Vaults)	$8,561.22	1	Each	$8,561.22
Subtotal Construction				**$34,018.44**
Fiber Splicing				
Fiber Splicing /Day Rate	$1,600.00	2	Days	$3,200.00
Subtotal Splicing				**$3,200.00**
Total Construction/Splicing Labor				**$37,218.44**
Materials – Pricing Includes Tax & Freight				
Furnish Fiber – 48ct SM, Single Armor, Single Jacket	$0.70	5,000	Each	$3,500.00
Furnish Overhead Materials – Composite	$0.63	2,500	Each	$1,575.00
Furnish Underground Materials – Composite	$1.24	150	Each	$186.00
Furnish Patch Panel – 48ct LC/UPC Wall Mount	$381.96	1	Each	$381.96
Subtotal Materials				**$5,642.96**
Total Construction/Splicing/Materials				**$37,218.44**
ESTIMATED PROJECT TOTAL				**$47,511.40**

Pricing is Confidential. Construction Pricing: Is budgetary. Pricing does not include any Cobble or Solid Rock Conditions. Pricing is based on Proposed Route – Firm Pricing will be provided based on engineered route. See conceptual map provided for proposed route.

TERMS AND CONDITIONS

Taxes & Payment

Customer is responsible for any taxes applicable to the work being performed as part of this project such as sales & use tax. Payment in full is due within thirty (30) days after receipt of invoice. A 1 1/2% per month service charge will be applied and become payable on all invoices not paid within the specified period of time.

Changes and Modifications

Any changes to the agreed-upon scope of work and associated deliverables must be submitted in writing and approved by CCI and customer. Any rework associated with said changes made by the customer will be performed using the miscellaneous hourly rate provided in this proposal.

Proposal Validity

This proposal is valid for a period of 30 days from the date issued.

Warranty

CCI Systems makes no representation or warranty, other than that the method selected for mapping and/or design is applicable and in the opinion of CCI, is the best method to be used. In the event of any error or discrepancy, CCI will be liable only for the correction of the mapping and/or design errors and the plotting of the maps.

Submitted by: **CCI Systems, Inc.**	Accepted by: **City of Marquette**
Signed: _____	Signed: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Prepared for:



Docusign Envelope ID: 69B0E5E8-AD51-4D31-B86E-BCF8760D9920

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this 9th day April, 2025 between the City of Marquette, hereinafter called the "City" and CCI Systems, Inc., a Corporation, hereinafter called "Consultant".

In consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. **PROJECT NAME:**
   The name of the Project shall be Grove Street Lift Station Fiber Connect.

2. **SCOPE OF WORK:**
   Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant's proposal to the City of Marquette dated March 31, 2025 for the Grove Street Lift Station Fiber Connect (attached as Exhibit A).

3. **TIME:**
   Consultant shall complete all work as specified in Scope of Services by November 1, 2025.

4. **ACCESS TO SITE:**
   City will arrange and provide access to the site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

5. **FEE:**
   The fee for services shall not exceed the sum of $47,511.40.

6. **BILLINGS/PAYMENTS:**
   Consultant shall invoice for services rendered and shall be due and payable within forty-five (45) days of the date of the invoice. Invoices over forty-five (45) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

Docusign Envelope ID: 69B0E5E8-AD51-4D31-B86E-BCF8760D9920

7. INDEPENDENT CONSULTANT:

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

8. TERMINATION OF SERVICES:

This Agreement may be terminated by the City or Consultant should the other fail to perform its obligations hereunder. In the event the Agreement is terminated by Consultant for the failure of the City to perform its obligations, the City shall pay Consultant for services rendered to the date of termination

Notwithstanding anything else contained herein, the City may terminate this Agreement without cause upon providing six (6) months written notice to Consultant.

9. SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

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

10. INSURANCE:

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least $1,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

Docusign Envelope ID: 69B0E5E8-AD51-4D31-B86E-BCF8760D9920

11. APPLICABLE LAWS:

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

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

CCI Systems, Inc.

DocuSigned by:
Jordan Kollmann
659407DDA7B34F6...

By: Jordan Kollmann
Its: Vice President Operations, TFS

CITY OF MARQUETTE

_____
Jessica Hanley, Mayor

_____
Kyle Whitney, City Clerk

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): 04/09/2025

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED CCI Systems, Inc. Attn: Jan Cayemberg 105 Kent Street Iron Mountain, MI 49801	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Charter Oak Fire Insurance Company 25615 INSURER B : Travelers Property Casualty Company of Ame 25674 INSURER C : Travelers Indemnity Company of CT 25682 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W38626886 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		H-630-6T355738-COF-24	08/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			810-6T365399-24-I3-G	08/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6T367485-24-I3-E	08/01/2024	05/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: Grove Street Lift Station Fiber Connect

City of Marquette is Additional Insured with regard to the General Liability policy and the work performed by the Named Insured where required by written contract executed prior to loss.

CERTIFICATE HOLDER

City of Marquette

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Date: 4/14/2025

Consent Agenda
MQTS, Inc. Roller Derby Storage Space Lease Agreement

BACKGROUND:

A new roller derby group, MQTS, Inc., has requested the City Commission lease storage space at Lakeview Arena for storage of equipment and supplies used for practices and bouts. Staff has worked with the City Attorney and MQTS, Inc. to draft a standard lease agreement which provides the terms and conditions of the request. Storage space is rented at an annual rate of $7.00 per square foot, making the monthly payment for this lease $58.33. The term of the lease is April 15, 2025 to April 14, 2028.

The City Charter requires all lease agreements to have two reads. This is the second read of this lease.

FISCAL EFFECT:

The Lakeview Arena fund will receive $700.00 for Fiscal Year 2025 with the approval.

RECOMMENDATION:

Approve the lease agreement with MQTS, Inc. for storage space at Lakeview Arena, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter "LESSOR", and **MQTS, INC.**, a Michigan Corporation of P.O. Box 276, Marquette, MI 49855, hereinafter "LESSEE".

Recitals

A. Lessor is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan.

B. Lessee desires to lease and Lessor is willing to lease to Lessee storage space as shown in Exhibit "A" located in Lakeview Arena's Russell Arena in accordance with the terms and conditions contained herein.

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

1. Leased Premises

1.1 Lessor leases to Lessee space as shown in Exhibit "A" within the Russell Arena.

1.2 Lessor agrees to develop architectural and engineering plans for any and all renovations/remodeling required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations as developed by Lessor, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

2.1 The term of this lease shall be for a period of three (3) years beginning April 15, 2025 and ending April 14, 2028.

3. Rent

3.1 Annual rent shall be SEVEN AND 00/100 DOLLARS ($7.00) per square foot (100 square feet). Rental amount is subject to increases based on increases in the City fee schedule as approved by the City Commission, not to exceed twenty percent (20%) of the previous year's rental rate. Lessee will be notified of any increase in the monthly rental amount no later than 30 days prior to the date the rental increase will begin.

3.2 Lessee shall pay FIFTY EIGHT AND 33/100 DOLLARS ($58.33) monthly due in advance on the first day of each month.

4. Use of Leasehold Premises

4.1 Lessee shall use the leasehold premises only for storage and not for any purpose that would:

a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;

b) constitute a violation of any public law or requirement;

c) cause damage or injury to the Arena or any part of it (ordinary wear and tear excepted);

d) interfere with normal operations of the Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;

e) constitute a public or private nuisance;

f) interfere with other Arena uses;

g) alter the appearance of the Arena exterior or any portion of the interior other than in the leasehold without prior written approval of the Lessor;

h) place merchandise, materials, supplies, signs, or other things of any kind on the sidewalks or other common areas without City Staff approval;

i) permit refuse to accumulate in or around leasehold; and,

j) obstruct entry ways.

5. Use of Common Areas by Lessee

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

6. Maintenance and Repair

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

6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment, and keep them in a safe condition and good repair.

6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.

6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

7. Insurance and Indemnity

7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Arena and contents therein.

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

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

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

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

8. Damage by Fire or Other Causes

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

9. Assignment/Subletting

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

9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the Arena or any portion thereof.

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

10. Use of Premises by Lessor

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

10.2 Lessor may close the building which is the subject of this Lease Agreement, in whole or in part, at any time during the leasehold period. In such event, the parties understand and agree that the Lessor is not responsible to reimburse the Lessee for any construction costs paid by Lessee to improve the leasehold space.

10.3 Lessee acknowledges that the use of the Premises is shared with Lessor, and that Lessor, and its assigns, agents and employees may enter the space at any time without prior notice to Lessee.

11. Covenant of Quiet Enjoyment

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

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

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

13. Default by Lessee

13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within thirty (30) days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.

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

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

14. Surrender of Leasehold Upon Termination of Lease

14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of the 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 the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.

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

15. Miscellaneous

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

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

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

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

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

15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

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

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

CITY OF MARQUETTE

_____
Jessica Hanley, Mayor

_____
Kyle Whitney, Clerk

MQTS, INC.

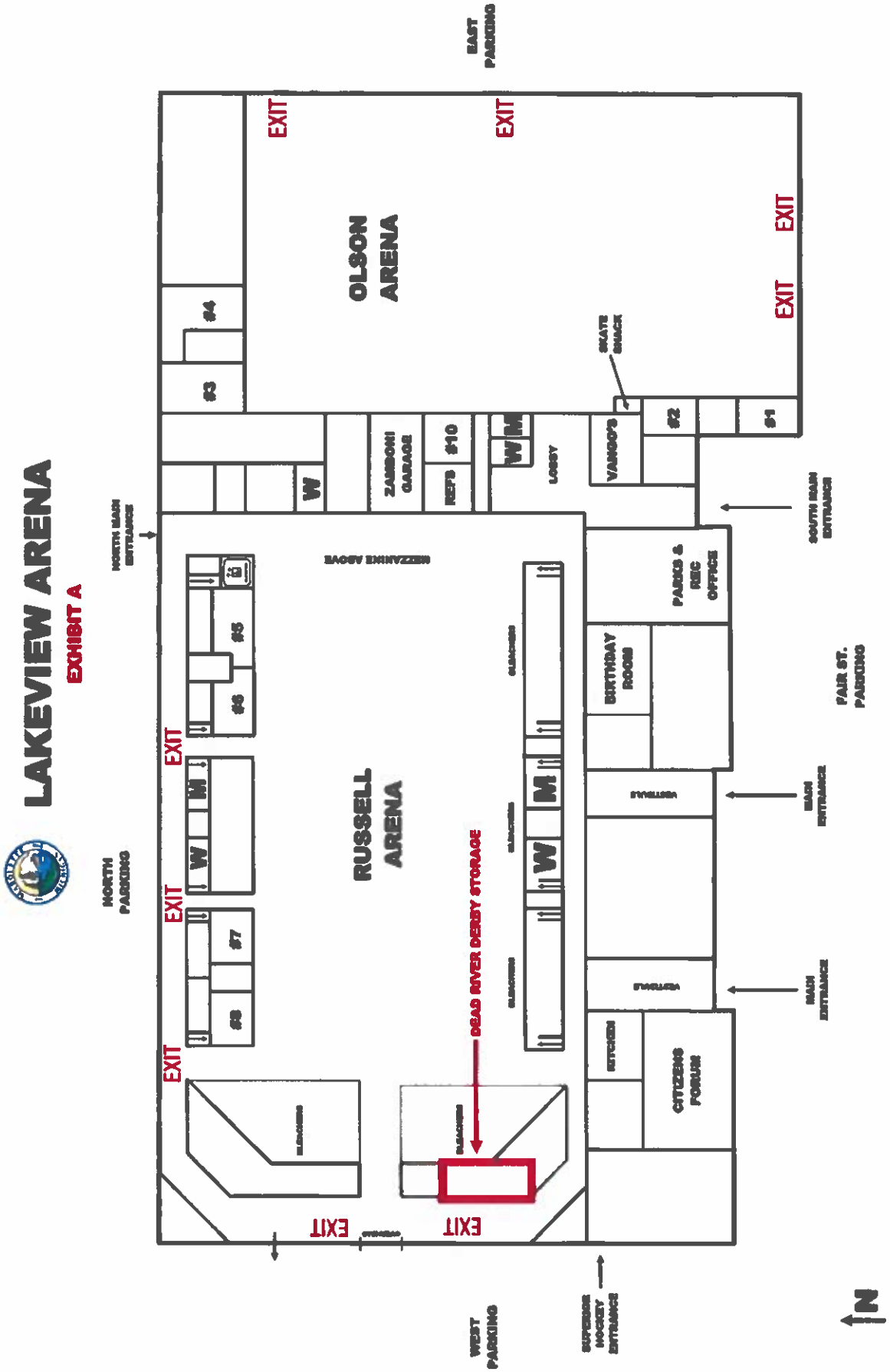
_____
By: Sonia D Stucko
Its: Treasurer

Approved as to Substance:

_____
Karen M. Kovacs, Manager

Approved as to Form:

_____
Suzanne C. Larsen, Attorney


LAKEVIEW ARENA
EXHIBIT A
OLSON ARENA
RUSSELL ARENA
EXIT
EAST PARKING
NORTH PARKING
WEST PARKING
NORTH MAIN ENTRANCE
SOUTH MAIN ENTRANCE
SUPERIOR HOCKEY ENTRANCE
MAIN ENTRANCE
FAIR ST. PARKING
SKATE SHACK
LOBBY
VANGO'S
ZAMBONI GARAGE
REFS
PARKS & REC OFFICE
BIRTHDAY ROOM
KITCHEN
CITIZENS FORUM
DEAD RIVER DERBY STORAGE
#1
#2
#3
#4
#5
#6
#7
#8
#10
W
M
N

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/20/2025

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

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

PRODUCER	CONTACT NAME:	
American Specialty Insurance & Risk Services, Inc. dba American Specialty Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Insurance Company	11150
INSURED Women's Flat Track Derby Association; Women's Flat Track Derby, Inc. 1935 West 4700 South #212 Salt Lake City UT 84129	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1002315856 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: EVENT	Y	Y	SSCGL0014407	12/31/2024	12/31/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			SSFXS0010107	12/31/2024	12/31/2025	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

- Coverage applies to the following Member League: MARQUETTE ROLLER DERBY, MARQUETTE, MI 49855.

- Who is an Insured includes WFTDA Officials and Registered Member Leagues/Teams who have enrolled in the insurance program; and managers, coaches/officials, and members of registered Member Leagues/Teams who have enrolled in the insurance program, but only while acting in their capacity as such and only with respect to scheduled activities.

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.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
American Specialty Insurance & Risk Services, Inc.		Women's Flat Track Derby Association; Women's Flat Track Derby, Inc.
POLICY NUMBER		
SSCGL0014407		1935 West 4700 South #212
CARRIER	NAIC CODE	Salt Lake City, UT 84129
Arch Insurance Company	11150	EFFECTIVE DATE: 12/31/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002315856

- Who is an Insured also includes validly-registered athletes participating in events sanctioned by WFTDA; and WFTDA Member Leagues/Teams who have enrolled in the insurance program as regards their participation in USA Roller Sports (USARS) sanctioned roller derby activities but only with respect to those activities directly related to their affiliation with WFTDA.

- Blanket accident coverage is provided by Mutual of Omaha Insurance Company policy #SR2014UT-P-051784. Policy effective date: December 31, 2024 / Policy expiration date: December 31, 2025. Excess Accident Medical Expense Benefit: $10,000. Deductible: $2,500 per injury for players with primary medical insurance, $7,500 per injury for players without primary medical insurance. Accidental Death & Specific Loss Principal Sum: $5,000.

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, effective January 20, 2025.
- The General Liability policy is primary and non-contributory as per Form CG 2001 Primary and Noncontributory - Other Insurance Condition. This only applies where required by contract or agreement.
- The General Liability policy includes Waiver of Subrogation as per Form CG 2404 Waiver of Transfer of Rights of Recovery Against Others to Us. This only applies where required by contract or agreement.

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Agenda Date: 4/14/2025

Consent Agenda
Ordinance 25-03: Noxious Weeds

BACKGROUND:

In response to community sentiment regarding the ability to provide for more pollinator habitat on private property, the Community Development department has authored amendments to the section of the City Code regarding Noxious Weeds.

The draft ordinance, attached, provides clear permissions for planned natural landscapes to support pollinator habitat, while still providing protection against nuisance vegetation that is detrimental to the health and safety of the community.

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

FISCAL EFFECT:

None.

RECOMMENDATION:

Move Ordinance 25-03 to the next regular meeting agenda for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Ordinance 25-03

ORDINANCE #25-03
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 22, ARTICLE IV, 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 Article IV of Chapter 22 be hereby amended in its entirety to read as follows:

Article IV. NOXIOUS WEEDS

Sec. 22-99. Definitions.

(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 Sec. 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) *Turf grass* is a type of grass used for lawns.
  (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.

Sec. 22-100. Penalty.

Any owner or agent who violates any provision of this article shall be guilty of a municipal civil infraction. Each day that violation continues after due notice has been served shall be deemed a separate offense.

Sec. 22-101. Vision obstruction (corner lots).

No turf grass, weeds, shrubs, planned natural landscape, rain garden, or other plant growth shall impede the clear vision triangle.

Sec. 22-102. Height restrictions.

On private property, no turf grass shall be permitted to exceed a height of 6 inches. A planned natural landscape or rain garden shall have an average height of not more than 48 inches.

Sec. 22-102.1. City right-of-way.

The owner of every parcel of land is responsible for grading, planting, mowing, and raking the adjacent right-of-way. A planned natural landscape or rain garden shall not be located within or infringe upon any right-of-way. The City shall not be liable for damage to any vegetation planted in the City right-of-way that results from work performed by the City in the right-of-way.

Sec. 22-102.2. Noxious weeds and invasive species

No person shall fail to mitigate any noxious weeds or invasive species growing on private property or adjacent right-of-way. Upon notification, a property owner may be referred to the Marquette County Conservation District for assistance with a management plan. Failure to develop or adhere to a management plan will result in a penalty per Sec. 22-100.

Sec. 22-103. Notices.

Whenever the designated official determines that a violation of this article has occurred, he shall provide written notice to the owner or agent of the property. Such notice shall state a deadline for the correction to be made on the described property. The designated official shall be required to issue only one such notice to the owner or agent of the property each calendar year. Any subsequent violations will immediately be subject to abatement in accordance with Sec. 22-104.

Sec. 22-104. Abatement after notice.

If, at the expiration of the deadline in the notice issued pursuant to Sec. 22-103, the owner or agent of the property has not corrected the violation, the department shall take action to correct the violation. The cost of such abatement will be charged against the premises and the owner thereof, in accordance with the provisions of City Code Chapter 40, pertaining to special assessments. In the instance where abatement is carried out pursuant to this article, the city shall not be held liable for damage to any vegetation damaged during such abatement.

Sec. 22-105. Immediate abatement.

The city manager may declare any tree, shrub, or plant, including noxious weeds or invasive species, which endangers public property or the health and safety of the public, a nuisance. The city manager may abate any such public nuisance without giving notice if the public health or safety requires immediate action. Thereafter, the cost

of abating such nuisance may be charged against the premises of the owner thereof in accordance with the provisions of chapter 40, pertaining to special assessments.

Secs. 22-106—22-123. Reserved.

SECTION 2. That this ordinance shall take effect ten days after adoption but not before publication.

_____ _____

Jessica Hanley, Mayor Kyle Whitney, City Clerk

Date Adopted: _____ Date Published: _____

Agenda Date: 4/14/2025

Consent Agenda
Ordinance 25-04: Businesses and Business Licensing

BACKGROUND:

The Marquette City Code establishes regulations and processes for various types of businesses operating within the city. In the current structure of the City Code, however, these licensing practices are detailed throughout multiple chapters, making it needlessly complex for business owners and city staff to navigate. With this in mind, City staff conducted a review of several chapters of city code related to businesses and business licensing.

Following this review, staff drafted the proposed ordinance, aimed at streamlining regulations and integrating most business license types into a single cohesive chapter, enhancing both accessibility and efficiency. This ordinance is not intended to implement significant changes for business owners, but to simplify the licensing framework. This ordinance would also repeal sections of City Code regarding business activities where regulation is not deemed necessary.

A summary of changes is attached, as is the draft ordinance.

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

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Move Ordinance 25-04 to the next regular meeting for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Ordinance 25-04
- Summary

ORDINANCE #25-04
AN ORDINANCE TO REPEAL MARQUETTE CITY CODE CHAPTERS 6,12, 34, 35, AND 50 REGARDING BUSINESSES AND TO ADOPT A NEW CHAPTER 12 – BUSINESSES AND BUSINESS LICENSING

INTENT

The purpose of this ordinance is to streamline regulations and integrate most business license types into a single more cohesive unified chapter, enhancing accessibility and efficiency within the City Code. Specifically, it repeals Chapter 6 (Amusements and Entertainment), Chapter 12 (Businesses), Chapter 34 (Peddlers, Solicitors, and Transient Merchants), Chapter 35 (Mobile Food Vending), and Chapter 50 (Vehicles for Hire), replacing them with a new Chapter 12 (Businesses and Business Licensing).

The City of Marquette Ordains:

SECTION 1. That Chapter 6 – Amusements and Entertainment be hereby repealed.

SECTION 2. That Chapter 12 – Businesses be hereby repealed.

SECTION 3. That Chapter 34 – Peddlers, Solicitors, and Transient Merchants be hereby repealed.

SECTION 4. That Chapter 50 – Vehicles for Hire be hereby repealed.

SECTION 5. That a new Chapter 12 – Businesses and Business Licensing be hereby adopted, to read as follows:

Chapter 12 – Businesses and Business Licensing

Article I. Licenses

Sec. 12-1. License required.
No person shall engage or be engaged in the operation, conduct or carrying on of any trade, profession, business or privilege for which any license is required by any provision of either this code or of state law without first obtaining a license from the city in the manner provided for in this article. Unless stated otherwise, such license is required for each activity detailed in this chapter.

Sec. 12-2. Multiple businesses.
The granting of a license or permit to any person operating, conducting or carrying on any trade, profession, business or privilege which contains within itself, or is composed of, trades, professions, businesses or privileges which are required by this code to be licensed, shall not relieve the person to whom such license or permit is granted from the necessity of securing individual licenses or permits for each such trade, profession, business or privilege.

Sec. 12-3. State-licensed businesses.
The fact that a license or permit has been granted to any person by the state to engage in the operation, conduct or carrying on of any trade, profession, business or privilege shall not exempt such person from the necessity of securing a license from the city if such license is required by this chapter.

Sec. 12-4. License year; short-term options.
(a) Unless otherwise provided in this code, all licenses shall be issued for a term of one year, commencing on the first day of the month in which the license is originally issued.
(b) The city clerk may issue short-term or seasonal licenses for certain business activities for a set period and at a prorated fee. Such licenses, time periods and fees shall be established by resolution of the city commission.

Sec. 12-5. Conditions for issuance.
No license or permit required by this code shall be issued to any person who is required to first have a license or permit from the state until such person shall submit evidence of such state license or permit. No license shall be granted to any applicant therefor until such applicant has complied with all of the provisions of this code applicable to the trade, profession, business or privilege for which application for license is made.

Sec. 12-6. Where certification required.
No license shall be granted where the certification of any officer of the city is required prior to the issuance thereof, until such certification is made.

Sec. 12-7. Certification from outside entities.
In all cases where the certification of a state or county officer is required prior to the issuance of a license by the city clerk, no license shall be issued until such person shall submit evidence of such certification.

Sec. 12-8. Fees.
Any fees required for any license issued under this chapter shall be established by resolution of the city commission and shall be paid to the office of the city clerk at the time of application. Review and processing of applications will not begin prior to payment.

Sec. 12-9. License renewals.
Unless otherwise provided in this code, an application for renewal of a license shall be considered in the same manner as an original application. However, completed applications, and associated fees, for license renewal shall be submitted to the office of the city clerk at least 30 days prior to the expiration of the existing license. Applications for renewal submitted after the established deadline but before expiration may be subject to an additional late renewal fee as set forth by resolution of the city commission.

Sec. 12-10. Right to issuance.
If the application for any license meets the requirements of this code, said license shall be granted and shall serve as confirmation that the application has met all requirements.

Sec. 12-11. Insurance.
No license shall be issued under this chapter until the applicant is insured in a manner and amount acceptable to the city attorney. Proof of the required insurance shall be provided to the office of the city clerk prior to the granting of said license.

Sec. 12-12. Same - Exempt persons.
No license fee shall be required from any person exempt from such fee by state or federal law. Such persons shall comply with all other provisions of this chapter. The city clerk shall, in all such cases, issue to such persons licenses which are clearly marked as to said exemption and the reason therefor.

Sec. 12-13. Exhibition of license.
No licensee shall fail to carry any license issued in accordance with the provisions of this article upon his person at all times when engaged in the operation, conduct or carrying on of any trade, profession, business or privilege for which the license was granted; except that where such trade, profession, business or privilege is operated, conducted or carried on at a fixed place or establishment, said license shall be exhibited at all times in some conspicuous place in his place of business. Every licensee shall produce his license for examination when requested to do so by any city law enforcement officer or by any person representing the issuing authority. No person shall display any expired or otherwise invalid license.

Sec. 12-14. No representation of endorsement.
Under no circumstances shall an individual represent the granting of a license under this chapter as an endorsement by the city.

Sec. 12-15. Non-transferability.
No license issued under the provisions of this chapter shall be transferable. No shall transfer or attempt to transfer his license to another nor shall he make any improper use of the same. Any attempt by a licensee to transfer his license to another, or use the same improperly, shall be void and result in the automatic revocation of such license.

Sec. 12-16:12-19. Reserved.

Article II. Application

Sec. 12-20. Application required.
Unless otherwise provided in this chapter, every person required to obtain a license from the city to engage in the operation, conduct or carrying on of any trade, profession, business or

privilege shall make application for said license to the city clerk upon forms provided by the city clerk and shall state under oath or affirmation such facts as may be required for, or applicable to, the granting of such license.

Sec. 12-21. Administrative review.

(a) An application for a license issued pursuant to this chapter shall be reviewed as follows, and shall not be issued until the office of the city clerk has received confirmation that the application has satisfied all requirements:
    (1) The city police chief or designee shall investigate the applicant as necessary to satisfy himself that there are no outstanding criminal charges against the applicant and that the business to be conducted is not intended to cheat or defraud the public.
    (2) The city treasurer or designee shall determine if the applicant owes to the city any taxes or other default, and if no such default exists, shall so indicate his findings. A license shall not be issued where default is reported.
    (3) The city planner or zoning official shall determine if the application is in compliance with Land Development Code regulations. A license shall not be issued where noncompliance issues exist.
    (4) The fire chief or designee shall make a determination as to the habitability and safety of the structure and property to be used for such business, and shall verify the safety and legality of all fireworks sales. In all cases where the certification of the fire chief is required prior to the issuance of any license, such certification shall be based upon an actual inspection and a finding that the premises in which the person making application for such license proposes to conduct or is conducting the trade, profession, business or privilege comply with all the fire regulations of the state and of the city.
    (5) Additional reviews as otherwise required by this chapter.

Sec. 12-22. Application requirements.

(a) Each application for a license issued pursuant to this chapter shall include:
    (1) Name, address and contact information for the applicant.
    (2) Name, address, contact information and copy of current government-issued identification for the owner or manager of the business.
    (3) Any additional information as required by this chapter or by the city clerk.

Sec. 12-23. Online application and payment.

Application submissions and fee payments for licenses required by this chapter may be made electronically in a manner prescribed by the city clerk.

Sec. 12-24:12-27. Reserved.

Article III. Fixed-Location Businesses

Division I. Lodging Establishments

Sec. 12-28. License required, definition.

(a) No person shall operate or maintain any lodging establishment within the city without first obtaining a license pursuant to the requirements of this chapter.

(b) For the purposes of this article, a lodging establishment is any operation that is identified as a Bed and Breakfast, a Bed and Breakfast Inn, a Hotel, a Motel or a Rooming House, based on the meanings ascribed to those terms in the City of Marquette Land Development Code, Chapter 54 of the City Code.

Sec. 12-29. Register maintained.

(a) Every licensee shall maintain a register or record in which shall be entered:
    (1) The name of any person who is charged or pays for lodging or the rent of a room;
    (2) The home address of such person or his last place of residence;
    (3) The number of the room to which such person has been assigned; and
    (4) Make and license plate number of each vehicle used by each such person.

(b) Such register shall be maintained in said premises and shall be submitted upon the demand of any law enforcement officer of the city.

Sec. 12-30. Sanitary requirements.

Each establishment licensed under the terms of this article shall be kept in a clean and sanitary condition and well-ventilated.

Sec. 12-31:12-34. Reserved.

Division II. Farmers Markets and Farm Produce Vendors

Sec. 12-35. Definitions.

(a) The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
    (1) *Farm produce* means fresh produce, fresh or frozen meat, seafood, poultry, or prepared food products produced by a licensed farm produce vendor or the members of his immediate family.
    (2) *Farm produce vendor* means a person licensed to sell farm produce by the city.
    (3) *Farmer's market* means an area designated by resolution of the city commission where farm produce vendors may sell their produce.
    (4) *Farmer's market organization* means an organization authorized by resolution of the city commission to operate a farmer's market.
    (5) *Market master* means the person designated by a farmer's market organization who has authority to enforce the rules of the farmer's market and to perform such other functions as the organization shall determine, or, if there is no organization, the individual designated by the city commission as having responsibility for that farmer's market.
    (6) *Outdoor sale* means any retail sale not taking place in a permanent building.

Sec. 12-36. Outdoor sales prohibited, exceptions.

(a) No person, group, business, or other organization shall engage in the outdoor sale of farm produce in the city, with the following exceptions:
    (1) Grocery stores or other retail businesses operating from permanent buildings and that regularly sell farm produce may conduct temporary outdoor sales of farm

produce, provided these sales occur on the same property as the business and comply with all relevant provisions of this code.

(2) Licensed farm produce vendors or a recognized farmer's market organization may sell outdoors in a designated farmer's market.

Sec. 12-37. Designated market locations, responsible parties, market master.

(a) The city commission may, by resolution, designate one or more specific locations as farmer's markets for the sale of farm produce in the city. In establishing such locations, the commission shall give consideration to the character of the neighborhood, the effect of the farmer's market on the neighborhood, the zoning of the area, especially the site for the farmer's market, other businesses located on the same site, the need for farmer's markets in the city, and the proposed organization which will be responsible for operation of the farmer's market.

(b) In designating a farmer's market location, the city commission shall also designate the person or organization responsible for operation of said farmer's market. Said person or organization shall, at the time designation of the farmer's market is requested, present the commission with the proposed operating rules for the farmer's market, and the bylaws of the organization if there is one. Said rules shall, at a minimum, demonstrate that the proposed farmer's market will comply with all pertinent portions of this code and shall indicate what specific actions will be taken to protect the interests of the consumer.

(c) Each designated farmer's market shall at all times of operation have a market master on duty. The market master may be a person designated by the farmer's market organization, or, if the market is operated by an individual, either that individual or his designee. The market master shall be responsible for overseeing the operation of the farmer's market in such a manner that all governmental regulations are complied with, and the rules of the farmer's market are enforced.

Sec. 12-38. License required, group licensing.

(a) No person shall operate as a farm produce vendor in the city without first obtaining a license pursuant to the requirements of this chapter.

(b) A farm produce vendor license may also be issued to a farmer's market organization, and will apply to the activities of all vendors active in the market. Each person who may serve as market master for the organization shall be reviewed as specified. The organization shall pay the same license fee that applies to a single transient merchant license.

Sec. 12-39:12-42. Reserved

Division III. Sidewalk Cafes

Sec. 12-43. License required, definition.

(a) The city clerk may issue a sidewalk café license, allowing a food service establishment to occupy a portion of adjacent city right-of-way in order to place tables, chairs, planters and windscreens in conjunction with selling and consuming food and beverages.

(b) No person shall operate a sidewalk cafe in the city without first obtaining a license pursuant to the requirements of this chapter.

(c) For the purposes of this division, the term *food service establishment* shall have the definition ascribed in Michigan Public Act 92 of 2000 – MCL 289.1101, et seq. – as amended.

Sec. 12-44. Operating regulations.

(a) Each business or individual licensed to operate a sidewalk café shall abide by the following regulations:

(1) Sidewalk cafes shall not unreasonably interfere with the view, access to, or use of the adjacent property. Unobstructed access shall be provided to all building entrances, including at least a two-foot linear clearance on each side of a building entrance.
(2) Sidewalk cafes shall not be granted to a business operating on or directly adjacent to property zoned exclusively for residential purposes.
(3) Sidewalk cafes shall not unduly obstruct pedestrian movement nor diminish the safety of the general public.
(4) Sidewalk cafes shall not be attached to or cause damage to the street or sidewalk or to trees, benches, landscaping, or other objects lawfully located in the right-of-way.
(5) In compliance with Chapter 42 of this code, a clear path shall be maintained along the full length of the sidewalk for general pedestrian use. The pedestrian travel area shall not include trees, bushes, walls, parking meters, fire hydrants, tree grates or any other fixtures permanently located in the right-of-way.
(6) All signs must conform to the City of Marquette's sign requirements.
(7) The immediate area of the cafe shall be maintained free of litter and debris.
(8) Tables, chairs, portable signs and other equipment used in the operation of the cafe shall be removed daily at the close of business.
(9) Hours of operation of the sidewalk cafe shall not be later than 11:00 p.m.

Sec. 12-45. Cafes with alcohol service, additional regulations.

(a) The city clerk may issue a sidewalk café license, allowing a food service establishment to occupy a portion of adjacent city right-of-way in order to place tables, chairs, planters and windscreens in conjunction with selling and consuming food and alcoholic beverages. A business or individual licensed to operate a sidewalk café with alcohol shall abide by all regulations detailed in Sec. 12-44, as well as the following:
    (1) The operator of the sidewalk cafe shall procure the appropriate license from the Michigan Liquor Control Commission and shall comply with all other laws and regulations concerning the serving of alcoholic beverages in the State of Michigan.
    (2) The sidewalk cafe area shall be separated from pedestrian traffic by an approved barrier. The barrier shall be removed daily at the close of business.
    (3) A sign clearly indicating that no alcohol is permitted beyond the barrier shall be posted at a conspicuous location within the sidewalk cafe.
    (4) All alcoholic beverages to be served at sidewalk cafes shall be prepared within the adjacent indoor establishment that serves food and/or alcoholic beverages, and alcoholic beverages shall only be served to patrons seated in the café area. The drinking of alcoholic beverages by a member of the public while a patron at a sidewalk cafe within the confines of the sidewalk cafe area shall not be construed as a violation of any ordinance controlling open containers in a public area.
    (5) Sidewalk cafes serving alcohol shall be continuously supervised by employees of the establishment.

Sec. 12-46. Duration.

(a) Licenses shall be for the period of May 1 to October 31 for the year in which granted, and cafes shall not operate outside of this period unless otherwise permitted.
(b) The city manager or his or her designee may extend the operational dates for sidewalk cafes in any given year, allowing sidewalk cafes licensed under this division to begin operating prior to May 1 or beyond October 31.

Sec. 12-47:12-50. Reserved.

Division IV. Outdoor Merchandise Displays

Sec. 12-51. License required.

(a) The city clerk may issue an outdoor merchandise display license, allowing for the temporary placement of merchandise on a public sidewalk for the purpose of displaying, exhibiting, or offering for sale goods sold by an adjacent business.
(b) No person shall display merchandise on a public sidewalk in the city for the purpose of displaying, exhibiting, or offering said merchandise for sale without first obtaining a license pursuant to the requirements of this chapter.

Sec. 12-52. Operating regulations.

(a) Each business or individual licensed to operate an outdoor merchandise display shall abide by the following regulations:
    (1) Displays shall not unreasonably interfere with the view, access to, or use of the adjacent property. Unobstructed access shall be provided to all building entrances, including at least a two-foot linear clearance on each side of a building entrance.
    (2) Displays shall not unduly obstruct pedestrian movement nor diminish the safety of the general public.
    (3) Displays must maintain an orderly appearance and be displayed only during hours of operation of the adjacent retail business and shall be removed by the close of the business day.
    (4) Items displayed shall be limited to merchandise sold by the business.
    (5) All transactions shall occur only inside the retail establishment.
    (6) Merchandise and the fixtures or devices on which it is displayed shall be located so that they do not impede, endanger or interfere with pedestrian or vehicular traffic.
    (7) In compliance with Chapter 42 of this code, a clear path shall be maintained along the full length of the sidewalk for general pedestrian use. The pedestrian travel area shall not include trees, bushes, walls, parking meters, fire hydrants, tree grates or any other fixtures permanently located in the right-of-way.
    (8) When possible, displays shall be located within the business' frontage and immediately adjacent to the business and must not exceed six feet in length or height.
    (9) All signs must conform to the City of Marquette's sign requirements.
    (10) The licensee shall be responsible for all material associated with the display, including goods, commodities, and display structures and for ensuring all are kept clean, attractive, safe, and in good repair.
    (11) The licensee shall be responsible for keeping the sidewalk area in front of the business clean, swept, and free of litter and debris, and for providing refuse receptacles to be used for all refuse generated by activity related to the display. The licensee shall remove said receptacles at the end of each business day. Such refuse shall not be deposited in city refuse containers.
    (12) Outdoor displays shall be secured to prevent movement. However, they may not be permanently anchored to the right-of-way or attached or affixed to any public tree, light post, sign, or similar fixture.
    (13) The minimum height for the lower portion of any umbrella or shade structure or apparatus must be at least 80 inches above the sidewalk. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches (nominal

dimension), a barrier to warn blind or visually impaired persons shall be provided.

Sec. 12-53. Duration.

(a) Licenses shall be for the period of May 1 to October 31 for the year in which granted, and outdoor merchandise displays shall not be operated outside of this period unless otherwise permitted.

(b) The city manager or his or her designee may extend the operational dates for outdoor merchandise displays in any given year, allowing displays licensed under this division to begin operating prior to May 1 or beyond October 31.

Sec. 12-54:12-57. Reserved.

Article IV. Mobile and Temporary Businesses

Division I. Mobile Food Vendors

Sec. 12-58. Definitions.

(a) The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

(1) *Brick and mortar restaurant* shall mean a business located in a physical structure which provides a permanent public seating area, and whose normal business includes the preparation and sale of food and/or beverages.

(2) *Food cart* shall mean a mobile food vending unit propelled by human power alone, which has been specifically designed or used for mobile food vending and in which food or drink is not prepared on the premises.

(3) *Food trailer* shall mean any vehicle without motive power that is designed to be drawn by a motor vehicle and is specifically designed or used for food vending operations.

(4) *Food truck* shall mean a vehicle propelled by an engine which has been specifically designed or used for mobile food vending.

(5) *Mobile food vending* shall mean vending, serving, or offering for sale food and/or beverages from a mobile food vending unit; or vending, serving, or offering for sale food and/or beverages prepared for consumption in a mobile food vending unit; may include the ancillary sales of branded items consistent with the food, such as a tee shirt that bears the name of the organization engaged in mobile food vending.

(6) *Mobile food vending unit* shall mean any motorized or non-motorized vehicle, trailer, or other device designed to be portable and not permanently attached to the ground and in which food or drink is prepared for direct consumption through service on the premises or elsewhere. For the purposes of this division, food carts, food trailers and food trucks are considered mobile food vending units.

(7) *Operate* shall mean all activities associated with the conduct of business, including set up and take down and/or actual hours where the mobile food vending unit is open for business.

(8) *Prepackaged and non-perishable food* means any food or beverage which is not capable of supporting rapid and progressive growth of microorganisms which may cause food infections; and which is packaged in a hermetically sealed container designed to keep the contents free of contamination by microorganisms and maintain the commercial sterility of its contents after thermal processing. The term shall include packaged candy, gum and confections and bottled or canned water or soft drinks, if the package, bottle or can includes a manufacturer's quality assurance date. In no case shall the term include fresh or processed meats, poultry, seafood, dairy products, eggs, or fresh fruit and vegetables.

(9) *Vendor* shall mean any individual engaged in the business of mobile food vending; if more than one individual is operating a single mobile food vending unit then vendor shall mean all individuals operating such mobile food vending unit.

Sec. 12-59. License required.

(a) No person shall engage in mobile food vending in the city without first obtaining a license pursuant to the requirements of this chapter.

(b) No vending through a mobile food vending unit of food and other human consumables shall be permitted unless it meets the definition of mobile food vending as defined by this division.

Sec. 12-60. Exceptions.
Mobile food vendors that are only operating in association with a special event permitted under a City of Marquette Special Events Permit will be addressed through that process.

Sec. 12-61. Application.

(a) Every vendor desiring to engage in mobile food vending shall make a written application to the city clerk. In addition to the application requirements detailed in Article II of this chapter, the application for a license pursuant to this division shall include the following information:
    (1) A list of the food products offered for sale and a description of preparation methods.
    (2) A description of and information on the mobile food vending unit, including size.
    (3) The proposed hours of operation, intended areas of operations, plans for electrical access, wastewater disposal, and trash disposal.

12-62. Requirements.

(a) Any vendor engaging in mobile food vending shall comply with the following requirements:
    (1) May only operate during hours established by city commission resolution.
    (2) If operating on city-owned or controlled property, may only vend on property identified by city commission resolution.
    (3) May not vend from a mobile food vending unit that exceeds 36 feet in length or nine feet in width.
    (4) Shall provide appropriate waste receptacles at the site of the unit and remove all litter, debris and other waste attributable to the vendor.
    (5) The customer service area for any mobile food vending unit shall be on the side of the street facing a curb, lawn, or sidewalk. No food service shall be provided on the side of the mobile food vending unit facing the driving lane.
    (6) Mobile food vending units utilizing public parking spaces or parked on public streets shall conform to all applicable parking regulations, including time restrictions and payment requirements for the parking space.
    (7) Mobile food vending units shall not hinder the lawful parking or operation of other vehicles.
    (8) No food shall be displayed outside of a mobile food vending unit.
    (9) While operating on city-owned or controlled property, a vendor shall not provide or allow any dining area, including but not limited to tables and chairs, booths, stools, benches, and counters.
    (10) When extended, awnings for mobile food vending units shall have a minimum clearance of seven feet between the ground level and the lowest point of the awning or support structure.
    (11) Shall not operate on city-owned or controlled property within one block of a city-sanctioned or authorized street fair, public festival, farmers market or event being conducted, without first receiving authorization from the event sponsor.
    (12) Shall not use external signage, bollards, seating or other equipment that is not contained in the vehicles. Signage is only permitted when physically attached to the mobile food vending units. No separate freestanding signs are permitted.

(13) Shall not use any flashing or blinking lights or strobe lights; all exterior lights over 60 watts shall contain opaque, hood shields to direct the illumination downward.
(14) A mobile food vending unit may not be left unattended.
(15) A mobile food vending unit on city-owned or controlled property shall be removed during the hours stipulated under city commission resolution.
(16) Any power required for a mobile food vending unit located on city-owned or controlled property shall be self-contained and shall not use utilities drawn from the city-owned or controlled property, unless such activity is otherwise permitted.
(17) Mobile food vending units on private property may use electrical power from the property being utilized with prior written authorization of the power customer.
(18) Unless otherwise permitted, power cables or similar devices shall not be run across any city street or alley, and shall not be run across or within pedestrian walkways or areas.
(19) Mobile food vending units parked on city-owned or controlled property shall not be parked within 150 feet of any entrance to an existing brick and mortar restaurant during the hours when such restaurant is open for business to the public, unless written permission, a copy of which must be provided to the city, is first given by the restaurant owner.
(20) At any time, such mobile food vending unit shall be at least 25 feet from all intersections and driveways.

Sec. 12-63. Vending by permission.
On city-owned or controlled property not identified by city commission resolution as a vending location, temporary mobile food vending is permitted on a case-by-case basis. Following a review of proposed vending times and activities, approval may be granted by the chief of police.

Sec. 12-64. Impoundment.
Any equipment associated with food vending that is not in compliance with this chapter and left on public property may be impounded at the owner's expense.

Sec. 12-65:12-68. Reserved.

Division II. Transient Merchants

Sec. 12-69. Definitions.
(a) For the purposes of this chapter, the term “transient merchant” shall mean any of the following:
(1) Any person who offers goods, property or services for sale in the streets, highways, thoroughfares or public rights-of-way of the City.
(2) Any person who travels from place to place for the purpose of displaying, selling, making sales, offering for sale or leasing with the option to buy, at retail, any goods, property or services. Also any person who travels by foot, vehicle, wagon, cart or any other means of conveyance whatsoever displaying, selling, offering for sale, taking orders for sale, or leasing with the option to buy, at retail, any goods, property or service.
(3) Any person who travels from place to place and offers for sale, takes orders for or attempts to take orders for the retail sale of any goods, personal property or service whatsoever for future delivery. Also any person who, while on a public

street or while in a public place, offers for sale, takes orders for or attempts to take orders for the retail sale of any goods, personal property or service whatsoever for future delivery.

(4) Any person who sells, offers for sale, exhibits, displays, demonstrates or takes orders for the retail sale of any personal property or service whatsoever from any vehicle, conveyance, stand or temporary structure. Also any person who for a period of less than six months hires, leases, rents, occupies or uses any place or places within the City, whether in a building or not, for the purpose of exhibiting samples or for the purpose of taking orders for future delivery or both.

(5) A person licensed as a mobile food vendor is not considered a transient merchant for the purposes of this division.

(b) *Traveling from place to place* means progressing from one street address to another street address and not returning within a 2-hours period to any such address to solicit or peddle.

Sec. 12-70. License required.

No person shall operate as a transient merchant within the city without first obtaining a license pursuant to the requirements of this chapter.

Sec. 12-71. Practices prohibited.

No transient merchant shall shout or cry out his goods or merchandise, nor blow any horns, or use any other similar device to attract the attention of the public.

Sec. 12-72. Group event licensing.

(a) For an organized event scheduled to be held on one or more dates at which more than three transient merchants will be operating simultaneously in a single location, the organization sponsoring such event may obtain a group license which shall apply to all transient merchants at that event.

(1) The organization shall file an application with the city clerk as detailed in Article II.

(2) The organization shall pay the same license fee that applies to a single transient merchant license.

Sec. 12-73. Exemptions.

(a) The following shall be exempt from the licensing requirements of this division, but shall be subject to the other provisions hereof:

(1) Any person under eighteen (18) years of age, when engaged in the business of being a transient merchant on foot in the neighborhood of his or her residence under the direct supervision of any school or recognized charitable organization or religious organization.

(2) Any person exempt from the licensing requirements of this Chapter by virtue of State or Federal law.

(3) Any person who is the duly authorized representative or agent of any church, charitable or labor organization, education or fraternal organization, or of any political group seeking funds or membership or contacting members or electors.

(4) Any transient merchant engaging in business solely at a City-operated event or in association with an event authorized by a City of Marquette Special Events Permit, provided that all transactions are conducted solely within the confines of said events and that the rules and regulations of the event are observed.

Sec. 12-74:12-77. Reserved.

Article V. Special Businesses and Activities

Division I. Activities Regulated by State Law

Sec. 12-78. Activities Regulated by State Law.
In any case where state or federal law requires a person to obtain a municipal license prior to engaging in the operation, conduct or carrying on of any trade, profession or business, the application and review process for said licenses will adhere to that detailed in Articles I and II of this chapter.

Sec.12-79-12-82. Reserved.

Division II. Street Performers

Sec. 12-83. Definitions.

(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) *Designated public area* means an area on public property designated for street performances.
    (2) *Perform/performance* means a live, public presentation or exhibition which includes, but is not limited to, the following activities: acting, singing, playing a musical instrument(s), pantomime, juggling, magic, dancing, reading aloud, puppetry, art demonstrations, and performing of any sort.
    (3) *Performer* means a person conducting activities defined as a performance under this article.

Sec. 12-84. No licenses required, rules and regulations.

(a) Individuals may perform in designated public areas in the city. No license is required for this.
(b) Any performer operating in the city shall comply with the following:
    (1) May only locate in a designated public area, as identified by city commission resolution.
    (2) May only perform during hours established by city commission resolution.
    (3) A person who is under the age of 15 shall only perform when accompanied at all times by a responsible adult. A person who is 15 years of age or older may perform without a responsible adult.
    (4) A performer may request contributions or money at a performance. Contributions may be received in any receptable, so long as it does not interfere with the pedestrian passage requirements set forth in section 42-30 of this code.
    (5) May only perform if located more than ten feet from the entrance of any business, unless prior permission is granted by the business owner.
    (6) May only perform if located more than 50 feet from any other performer, unless performing together.
    (7) May only perform if located more than 100 feet from any playground or school while in session, unless prior permission is granted by the school administrator.
    (8) May not use any:
        i. Knife, sword, torch, flame, axe, saw, animal or other object, thing or being that can cause serious bodily injury to any person;

ii. Amplification device;
iii. Generator, battery or any other power source that poses a fire or public safety hazard;
iv. Electrical connection to an adjacent building or city power source.

(9) The performer shall be responsible for clean-up of all litter at the performance site.
(10) Must allow the public to utilize any public benches, waste receptacles or other street furniture during the performance.
(11) Must not block or obstruct a curb cut.
(12) Must allow for the free and safe movement of pedestrians in accordance with section 42-30 of this code. If a sufficient crowd gathers to observe a performance such that the passage of the public through a public area is blocked or obstructed, a police officer may disperse that portion of the crowd that is blocking or obstructing the passage of the public.
(13) Must only perform with instruments, props, equipment, or other items the performer can reasonably transport or remove at one time.
(14) May not obstruct visibility for passing motorists.
(15) May not offer for sale or make available for a price or donation any items.
(16) May not create excessive levels of noise, as established in section 22-30 of this code.

Sec. 12-85. Temporary exclusion.

The city manager or his or her designee may temporarily exclude a designated public area, due to road or sidewalk construction, utility maintenance, other city activity, or in the case of an emergency. Such designation will be based upon the determination that exclusion is necessary to protect the public health, safety, and welfare.

Sec. 12-86-12-89. Reserved.

Article VI. Penalty and Appeal

Sec. 12-90. Civil Infraction.

(a) An individual who violates any portion of this chapter is responsible for a municipal civil infraction and subject to a fine as established by resolution of the city commission.
(b) For the purposes of this chapter, a violation is defined as:
    (1) Any action explicitly prohibited by this code;
    (2) Any failure to perform an action explicitly required by this code;
    (3) Any action or omission that creates a condition that is:
        i. Contrary to public health, morals, safety, or welfare;
        ii. Unlawful, irregular, or fraudulent;
        iii. Beyond the scope or unauthorized by the license granted;
        iv. In violation of this code or by any rules or regulations promulgated by the city or state applicable to the relevant trade, profession, business, or permitted activity.

Sec. 12-91. License revocation.

(a) Any license issued pursuant to this chapter may be suspended or revoked by the city clerk, or by the issuing authority, for cause.
(b) The term “cause,” as used in this article, shall include the doing or omitting of any act or permitting any condition to exist in connection with any trade, profession, business or privilege for which a license is granted under the provisions of this code, or upon any premises or facilities used in connection therewith, which act, omission or condition is:
    (1) Contrary to public health, morals, safety, or welfare;
    (2) Unlawful, irregular, or fraudulent;
    (3) Beyond the scope or unauthorized by the license granted;
    (4) In violation of this code or by any rules or regulations promulgated by the city or state applicable to the relevant trade, profession, business, or permitted activity.
(c) Upon suspension or revocation of any license, the fee for said license shall not be refunded.

Sec. 12-92. Appeal process.

(a) Upon license revocation, the license holder shall have 14 days from the mailing of the written notice of revocation to appeal the decision to the city manager. The city manager may require additional information or act upon the appeal based upon the information previously supplied to the city. Should the city manager reverse the decision to revoke the license, the city shall immediately reinstate the license. Should the city manager affirm the decision, the city shall mail a written notice affirming the decision to the address for the license holder contained in the city's records.
(b) Should the city manager affirm the revocation of a license, the license holder shall have 14 days from the mailing of the written notice affirming the decision to appeal the decision to the city commission, by filing with the city clerk a written notice of appeal. The city commission shall hear the appeal at its next regularly scheduled meeting, but no sooner than seven days from the receipt of the appeal. The commission may confirm such suspension or revocation or reinstate any such license. The action taken by the commission shall be final.

<u>SECTION 6.</u> That this ordinance shall take effect ten days after adoption but not before publication.

_____ _____

Jessica Hanley, Mayor Kyle Whitney, City Clerk

Date Adopted: _____ Date Published: _____

Summary for Ordinance 25-04 Businesses and Business Licensing

The proposed ordinance, Ordinance 25-04, consolidates and updates business licensing processes, introducing a standardized application process, clarifying license categories, and streamlining oversight.

First, the ordinance repeals the following business-related chapters:

- Chapter 6 – Amusements and Entertainments
    - This provided for theater licensing, which has been deemed to be an unnecessary licensing category
- Chapter 34 – Peddlers, Solicitors and Transient Merchants
    - This activity is better defined and integrated into the new consolidated Chapter 12 (Article IV)
- Chapter 35 – Mobile Food Vending
    - This activity is integrated into the new consolidated Chapter 12 (Article IV)
- Chapter 50 – Vehicles for Hire
    - Taxi licensing is now regulated by state law

Next, the ordinance fully replaces Chapter 12. The overall organization of the new chapter is as follows:

- Art. I: General license regulations
- Art. II: Standardized application process for all license types.
- Art. III: Fixed-location businesses
    - Lodging Establishments (hotels, motels, rooming houses, B&Bs)
    - Farmers Markets
    - Sidewalk Cafes
    - Outdoor Merchandise Displays
- Art. IV: Mobile and Temporary Businesses
    - Mobile Food Vendors
    - Transient Merchants
- Art. V: Special Businesses and Activities
    - Street Performers (regulated, but not licensed)
    - State-regulated businesses (e.g., precious metal and secondhand dealers)

The proposal changes very little in practice. Rather, it just cleans things up and organizes the processes a bit more cleanly. There are some small changes, however, including:

- Sidewalk Cafes:
    - The City Manager may extend the season annually by discretion.
- Outdoor Merchandise Displays:
    - The City Manager may extend the season annually by discretion.
    - Now permitted citywide, and not limited to just the DDA.
- Short-Term Licenses:
    - The Commission may create seasonal or prorated licenses via resolution (anticipated primarily for mobile food vendors).
- Renewal timeline
    - Allows for the implementation of an additional fee if a renewal is submitted late
- Revocation and Appeal
    - Consolidates the appeals process. License revocation can be appealed to the city manager and ultimately to the city commission.

Agenda Date: 4/14/2025

Consent Agenda

PIDP 2021 – City of Marquette – Protecting Critical Infrastructure and Improving Efficiency – Coastal Resiliency Project

BACKGROUND:

The City of Marquette received a grant in 2021 for dredging, beneficial reuse and costal resiliency work from the US Dept of Transportation (USDOT) Maritime Administration (MARAD). To date the dredging portion of this project has been completed. The next and final phase of this project will be to help develop shoreline resiliency near the mouth of the Dead River through the establishment of native plantings. Plans for this work were developed in conjunction with the Superior Watershed Partnership.

The project was advertised for bids on February 13, 2025, with a bid opening held on March 27, 2025. One contractor responded and the results are summarized below.

Bidder	Bids
G&J Site Solutions	$28,774.50

Engineers Estimate: $21,300.00

FISCAL EFFECT:

Costs associated with this contract are 100% MARAD grant reimbursement eligible, and sufficient grant funding remains to cover the contracted amount and requested contingency.

RECOMMENDATION:

Approve a contract with G&J Site Solutions of the PIDP 2021 – City of Marquette – Protecting Critical Infrastructure and Improving Efficiency – Coastal Resiliency Project at a cost of $28,774.50 based on unit prices in the proposal, allow the City Manager to use a 10% contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Construction Contract
- Insurance
- G&J Bid
- Coastal Resiliency Plans

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Protecting Critical Infrastructure and Improving Efficiency – Coastal Resiliency Project

PROJECT NUMBERS: MQ13-504

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 G & J Site Solutions, Inc. of Calumet, MI, a Domestic Profit Corporation, holding license number 800625011, 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, GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2021 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP) GRANTS Dated 10/27/23, U.S. DEPARTMENT OF TRANSPORTATION EXHIBITS TO MARAD GRANT AGREEMENTS UNDER THE FISCAL YEAR 2021 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP) GRANTS dated 7/14/22 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 14, 2025, and the completion date of this project is September 20th, 2025. The Contractor shall be penalized in the amount of $200 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 $28,774.50, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

1. All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
2. All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
3. Contractor shall obtain all necessary permits for the work to be completed.
4. Contractor shall remove all construction debris and leave the project in a "broom clean" condition.
5. Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work of which payment has been made.
6. Safety and Fire Protection:
   The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations,

building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that

either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16

WARRANTY

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

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

1. **Compliance with Regulations**: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter refereed 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

_____
Jessica Hanley, Mayor
City of Marquette

_____
Witness

_____
Kyle L. Whitney, City Clerk
City of Marquette

G&J Site Solutions, Inc.

Heather Nelson
Witness

_____
Witness

By: GEORGE CUTSY

Its: PRESIDENT

Address: 51911 INDUSTRIAL DR. CALUMET, MI 49913

Telephone#: 906-369-3455

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): 04/10/2025

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

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

PRODUCER

The Tervo Agency
230 Quincy Street
Hancock, MI 49930

CONTACT NAME: Lisa Mikkola
PHONE (A/C, No, Ext): (906)482-0080 FAX (A/C, No): (906)482-9634
E-MAIL ADDRESS: simple@tervoagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fremont Insurance Company	13994
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

G & J Site Solutions, Inc
51811 Industrial Dr
Calumet, MI 49913

COVERAGES **CERTIFICATE NUMBER:** 00100608-250226084223 **REVISION NUMBER:** 30

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CPP0102982	01/01/2025	01/01/2026	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY	Y	Y	CAP0036500	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR	Y	Y	CUP0036564	01/01/2025	01/01/2026	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED X RETENTION $ 10,000							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	WCP0028381	01/01/2025	01/01/2026	X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

Project #MQ13-504, Protecting Critical Infrastructure and Improving Efficiency Coastal Resiliency Project

City of Marquette is an additional insured.

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.

AUTHORIZED REPRESENTATIVE

(LMM)

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General Info

Total:

$28,774.50

Number

BP25-03

Deadline

03/27/2025 10:00 AM EDT

Vendor

G&J Site Solutions

Submitted

03/27/2025 08:44 AM EDT

Signed by

Kyle Ollanketo **Account Holder** Jay Martineau

Opened

03/27/2025 10:03 AM EDT **By** kwessels@marquettemi.gov

Description

MQ13-504 – PIDP 2021 – City of Marquette – Protecting Critical Infrastructure and Improving Efficiency Project Coastal Resiliency Project

Allows zero unit prices and labor

No

Allows negative unit prices and labor

No

Attachment List

MQ13-504 COASTAL RESILIENCT BID SET.pdf (932 KB)
Project Plans

MQ13-504 Specifications.pdf (2.03 MB)
Project Specifications

Bidder Signature Page

1. In compliance with the City's Invitation to Bid, Bidder hereby proposes to perform all work in accordance with the Plans and Specifications at the unit prices, as submitted herein, for the several parts of this contract.

2. The undersigned, as bidder, hereby declares the Proposal is made in good faith, without fraud or collusion with any person or persons bidding on the same contract, that he has read and examined the Advertisement, Invitation to Bid, Information for Bidders, Proposal, General Requirements, Agreement, Forms of Bonds, and Plans and Specifications as prepared by the Engineer, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to conditions to be met in executing this Contract, and the undersigned agrees to furnish all labor, materials, power, transportation and equipment necessary for the construction of the Project.

3. If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price. If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.

4. Bidder acknowledges receipt of the following Addenda:

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

Addenda acknowledgement *

N/A

Signature *

Kyle Ollanketo

Date *

3/27/2025

Title *

Estimator

Contractor: *

G&J Site Solutions

Address *

51811 Industrial Dr, Calumet, MI 49913-9254

Phone Number *

(906) 370-7716

Schedule of Items

$28,774.50

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
1100001	Mobilization, Max $5,000	LSUM	1.0000	$5,000.00	$5,000.00
8167050	Dune Grass - Stolons	Ea	30,000.0000	$0.45	$13,500.00
8167050	Shrub #5	Ea	27.0000	$147.50	$3,982.50
8167050	Shrub #3	Ea	52.0000	$121.00	$6,292.00
					Total: $28,774.50

Bid Surety Upload

Name	Omission Terms	Submitted File
Bid Surety Upload a copy of your paper bid bond or cashier's check.	I have submitted cash as my bid surety.	2025-03-25 10-55 Signed.pdf

1 Required Document

CITY OF MARQUETTE
CHAPTER 4
BONDS

4.01 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, G & J Site Solutions, Inc. as Principal, and Old Republic Insurance Company as Surety are hereby held and firmly bound unto the City of Marquette, Michigan, in the penal sum of $ Five Percent of the Amount of Bid -----(5%)----- for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this 27th day of March, 2025.

The condition of the above obligation is that the Principal has submitted to the City of Marquette, Michigan, a certain bid attached hereto and made a part hereof to enter into a contract in writing for the construction of:

NOW, THEREFORE,

a) If said Bid shall be rejected, or in the alternate,
b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contractor, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

G & J Site Solutions, Inc.

(L.S.)
Principal

Old Republic Insurance Company
Surety

SEAL

BY
Nicholas Ashburn (Attorney-in-Fact)

OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Michael D. Lechner, Robert D. Heuer, Mark T. Madden, Holly Nichols, Nicholas Ashburn, Jason Rogers

of Rochester, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of June, 2024.

OLD REPUBLIC INSURANCE COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of June, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Brookfield, WI this 27th day of March, 2025.

Karen J. Haffner
Assistant Secretary

46-5332

ORSC 11008 (6-93)

Guy Hurley Insurance & Surety Services

THE CITY OF MARQUETTE

PROJECT FOR

PIDP 2021 – CITY OF MARQUETTE – PROTECTING CRITICAL INFRASTRUCTURE AND IMPROVING EFFICIENCY PROJECT - COSTAL RESILIENCY PROJECT

MQ13-504

STANDARDS:

EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS OR IN THE PROPOSAL AND SUPPLEMENTAL SPECIFICATIONS CONTAINED THEREIN, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 VERSION, AND THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

DESIGN STANDARD

THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH THE AASHTO; A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 2018.

MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD PLANS

WHERE THE FOLLOWING ITEMS ARE CALLED OUT ON THE PLANS, THEY ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD PLAN GIVEN BELOW OPPOSITE EACH ITEM UNLESS OTHERWISE INDICATED.

	R–1–G	DRAINAGE STRUCTURES
	R–7–F	COVER B
	R–8–D	COVER C
*	R–15–G	COVER K
	R–18–F	COVER Q
*	R–28–J	SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
	R–29–I	DRIVEWAY OPENINGS & APPROACHES, AND CONC. SIDEWALKS
	R–30–G	CONCRETE CURB AND CONCRETE CURB & GUTTER
	R–83–C	UTILITY TRENCHES
	R–96–E	SOIL EROSION & SEDIMENTATION CONTROL MEASURES
	R–105–D	GRADING CROSS–SECTIONS

TRAFFIC AND SAFETY STANDARD PLANS

*	WZD–100–A	GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS
*	WZD–125–E	TEMPORARY TRAFFIC CONTROL DEVICES
	0–MT–ALL–NONFWY	FULL SET OF NON–FREEWAY MAINTAIN. TRAFFIC TYP.

* SPECIAL DETAIL

UTILITIES

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, THE CONTRACTOR SHALL CALL MISS DIG AT 1–800–482–7171 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED.

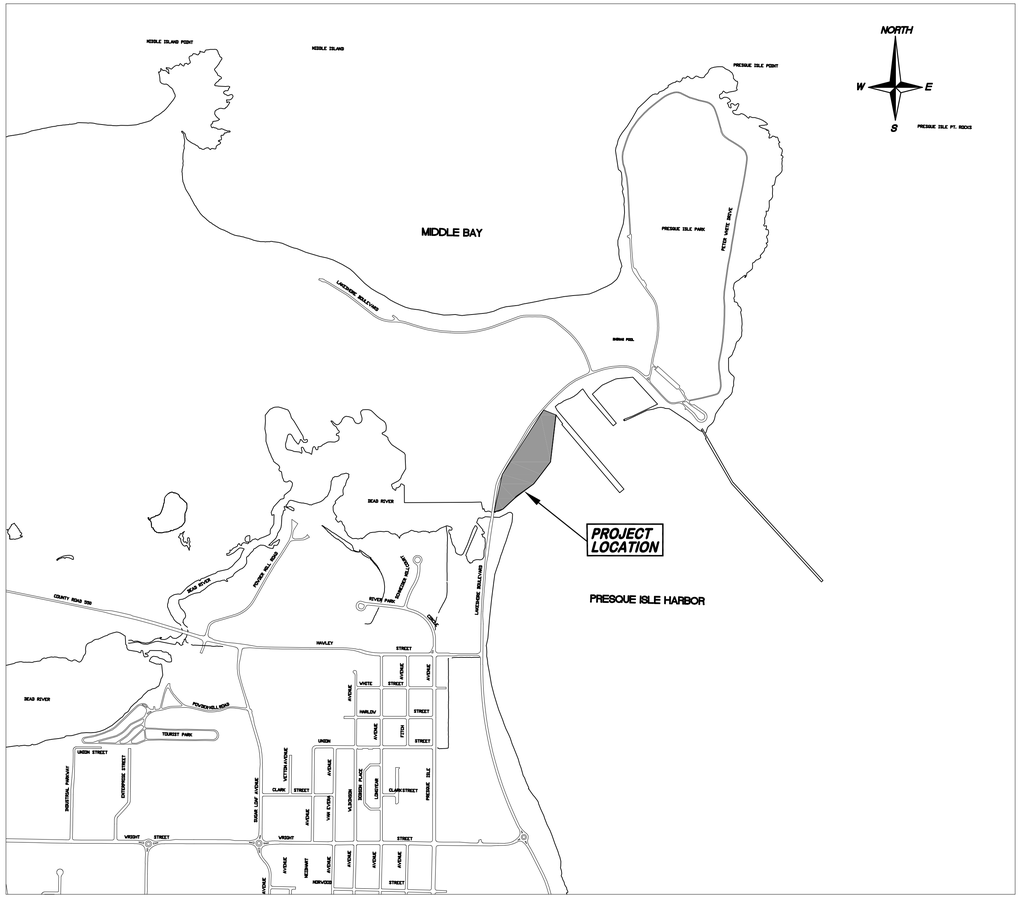
THE FOLLOWING UTILITIES ARE LOCATED IN OR NEAR THE RIGHT–OF–WAY FOR THIS PROJECT:

SANITARY SEWER MAIN AND LATERALS
WATERMAIN AND WATER SERVICES
STORM SEWER MAIN
GAS MAIN AND SERVICES
UNDERGROUND TELEPHONE, ELECTRICAL, CABLE TV
OVERHEAD TELEPHONE, ELECTRICAL, CABLE TV, AND FIBER OPTICS

LEGEND

- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING GAS MAIN/SERVICE
- EXISTING TELECOMMUNICATION CABLE
- EXISTING ELECTRIC CABLE
- EXISTING LIGHT POLE
- EXISTING SANITARY/STORM SEWER MANHOLE
- EXISTING POWER POLE
- GUY ANCHOR
- EXISTING CATCH BASIN
- EXISTING TRAFFIC SIGN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- SOIL BORING LOCATION AND NUMBER
- EXISTING WATER SHUT OFF
- EXISTING CLEAN OUT
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- RIGHT OF WAY
- PROPERTY LINE, APPROXIMATE
- EXISTING CABLE TV CABLE
- PROPOSED CATCH BASIN
- PROPOSED MANHOLE
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED 6" SIDEWALK
- PROPOSED 4" SIDEWALK
- PROPOSED ADA RAMP (6")
- PROPOSED 4" STAMPED CONCRETE
- PROPOSED DETECTABLE SURFACE
- HMA, 1A OR LVSP

LOCATION MAP



INDEX OF SHEETS

1	COVER SHEET
2	PLANTING PLAN

PUBLIC UTILITIES

MARQUETTE BOARD OF LIGHT AND POWER
2200 WRIGHT STREET
MARQUETTE, MICHIGAN 49855
PH. (906) 228–0300

SPECTRUM MID–AMERICA, LLC
359 US–41 EAST
NEGAUNEE, MICHIGAN 49866
PH. (906) 228–2900

MARQUETTE WATER AND SEWER DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MICHIGAN 49855
PH. (906) 228–0444

AT&T
3255 US–41 WEST
MARQUETTE, MICHIGAN 49855
PH. (906) 221–2121

SEMCO ENERGY
34 US–41 EAST
NEGAUNEE, MICHIGAN 49866
PH. (906) 475–9901

PENINSULA FIBER NETWORK
1901 WEST RIDGE STREET #2
MARQUETTE, MICHIGAN 49855
PH. (906) 226–7102

CITY OF MARQUETTE
CITY ENGINEER'S OFFICE
1100 WRIGHT STREET
MARQUETTE, MICHIGAN 49855
PH. (906) 228–0440



PLANTING SCHEDULE					
SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT	QUANTITY	SPACING
AMMOPHILA BREVILIGULATA	DUNE GRASS	.	STOLON	30,000	12" O.C.
SHURBS – PLANT SHRUBS IN GROUPS OF 3–7 THROUGH DESIGNATED AREA					
AMELANCHIER ALNIFOLIA	SASKATOON SERVICEBERRY	#5	CONTAINER	9	5' O.C.
ARONIA PRUNIFOLIA	PURPLE CHOKEBERRY	#5	CONTAINER	9	5' O.C.
CORYLUS AMERICANA	HAZELNUT	#5	CONTAINER	9	5' O.C.
POTENTILLA FRUTICOSA	SHRUBBY CINQUEFOIL	#3	CONTAINER	17	5' O.C.
SALIX CORDATA	SAND DUNE WILLOW	#3	CONTAINER	17	5' O.C.
VACCINIUM MYRTILLOIDES	VELVET LEAF HUCKLEBERRY	#3	CONTAINER	18	5' O.C.

PAY ITEMS

30,000	EA	–	DUNE GRASS – STOLONS
27	EA	–	SHRUB #5
52	EA	–	SHRUB #3

NOTE: LABOR TO INSTALL DUNE GRASS STOLONS WILL BE PROVIDED BY THE GREAT LAKES CLIMATE CONSERVATION CORPS

NORTH

0 50 100 Feet

Know what's **below.** **Call 811** **before you dig.**

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

REVISIONS:

BIDDING	2/7/2025
.	.
.	.
.	.

DESIGN BY: D. SALMON
DRAWN BY: D. SALMON
DATE: FEBRUARY 7TH, 2025
FILE NAME: MQ13-504 PLANTINGS.dwg

HOR. SCALE: 1" = 50'
VERT. SCALE: N.A.

DEAD RIVER MOUTH DREDGING PROJECT PLANTINGS
PLANTING PLAN

PROJECT MQ13-504
SHEET 1 OF 1

PROJECT NO. MQ13-504

J:\PROJECTS\MQ13-504 DEAD RIVER MOUTH DREDGE\DESIGN AND DRAFTING\PROJECT DRAWINGS\MQ13-504 PLANTINGS.DWG

DEAD RIVER MOUTH DREDGE PLANTING

Agenda Date: 4/14/2025

Consent Agenda
Proclamation - Workers Memorial Day

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 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 147 people per year over the past decade; and

WHEREAS, the 2024 National Census of Fatal Occupational Injuries found a worker died every 99 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, 2025 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 14th day of April, 2025.

_____

Jessica Hanley, Mayor

Agenda Date: 4/14/2025

Consent Agenda
Sidewalk Repair and Replacement & Third Street Coal Bunker Rehabilitiation Project

BACKGROUND:

Plans have been developed for a project that includes repair of sidewalks throughout the City to reduce pedestrian hazards and increase ADA compliance. This project is also being completed in a joint effort with the Downtown Development Authority (DDA) to eliminate a series of three failing coal bunkers located under the Third Street sidewalk which can pose a hazard to snow removal equipment.

This project was advertised for bids on February 19, 2025 with a bid opening held on March 27, 2025. Three contractors responded and the results are summarized below.

Bidder	Bid
Arrow Constructions	$183,552.45
Premeau Construction	$173,446.25
Associated Constructors	$132,328.50

Engineers Estimate: $201,286.50

FISCAL EFFECT:

Sufficient funds are available in the approved FY 2025 budget for the contract amount and requested contingency. The DDA plans to reimburse the City in the amount of $26,000 to cover work related to coal bunker abandonment.

RECOMMENDATION:

Approve a contract with Associated Construction, LLC for the Sidewalk Repair and Replacement & Third Street Coal Bunker Rehabilitation Project at a cost of $132,328.50 based on quantities and unit prices in the proposal, allow the City Manager to use a 25 percent contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Construction Contract & Insurance
- Bid Tabulations
- Sidewalk Replacements Overview Map
- Coal Bunker Overview Map

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Sidewalk Repair and Replacement & Third Street Coal Bunker Rehabilitation Project

PROJECT NUMBERS: MQ25-018

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, LLC of Marquette MI, a Domestic Limited Liability Corporation, 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 14th, and the completion date of this project is August 1, 2025. The Contractor shall be penalized in the amount of $600 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 $132,328.50, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

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

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

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

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

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

_____
Jessica Hanley, Mayor
City of Marquette

_____
Witness

_____
Kyle L. Whitney, City Clerk
City of Marquette

Associated Constructors, LLC

_____
Witness

_____
Witness

By: Peter J. O'Dovero SR

Its: Owner

Address: PO 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): 04/04/2025

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

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

PRODUCER 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 FAX (A/C, No): (906) 485-1277 E-MAIL ADDRESS: Rachel@GauthierInsurance.com
INSURED ASSOCIATED CONSTRUCTORS, LLC DBA ASSOCIATED REDI-MIX & BLOCK PO BOX 970 MARQUETTE MI 49855-0970	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Employers Mutual Casualty Company — 21415 INSURER B : EMCASCO Insurance Company — 21407 INSURER C : Accident Fund National — 12305 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** MASTER 24-25 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CG 2292 SNOW PLOW GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6D38395	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	6E38395	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		Y	6J38395	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	100083028	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	TRANSPORTATION (AGG, CEMENT PRODUCT, CONTRACTORS EQUIP.)			6C38395	10/01/2024	10/01/2025	LIMIT DEDUCTIBLE	$750,000 $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

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.

AUTHORIZED REPRESENTATIVE

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Solicitation Information

City of Marquette

Solicitation Number

BP25-04

Deadline

03/27/2025 10:15 AM EDT

Advertised

02/19/2025 11:21 AM EST

Revised

03/13/2025 08:40 AM EDT

Description

MQ25-018 - Sidewalk Repair and Replacement + Third Street Coal Bunker Rehabilitation

Location(s)

Marquette, Michigan

Bidders

Business Name	Address	Phone
Associated Constructors	14 Industrial Park Dr Negaunee, MI 49866-9627	(906) 361-4823
Premeau Construction Inc	904 W Baraga Ave Marquette, MI 49855-4029	(906) 228-8851
Arrow Constructions	422 US 41 E Neguanee, MI 49866	(906) 228-4142
3 Bidders		

Schedule of Items

Bidder	Quantity	Unit Price	Extension
1077051 _ Resident Notification, Max $4,000 LSUM			
Associated Constructors	1.0000	$2,000.00	$2,000.00
Premeau Construction Inc	1.0000	$1,000.00	$1,000.00
Arrow Constructions	1.0000	$4,000.00	$4,000.00
1100001 Mobilization, Max $10,000 LSUM			
Associated Constructors	1.0000	$10,000.00	$10,000.00
Premeau Construction Inc	1.0000	$8,000.00	$8,000.00
Arrow Constructions	1.0000	$10,000.00	$10,000.00
2040020 Curb and Gutter, Rem Ft			
Associated Constructors	7.3000	$85.00	$620.50
Premeau Construction Inc	7.3000	$30.00	$219.00
Arrow Constructions	7.3000	$300.00	$2,190.00
2040055 Sidewalk, Rem Syd			
Associated Constructors	487.0000	$40.00	$19,480.00
Premeau Construction Inc	487.0000	$35.00	$17,045.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
2040055 Sidewalk, Rem Syd			
Arrow Constructions	487.0000	$37.00	$18,019.00
2047051 _ Coal Bunker Rehabilitation LSUM			
Associated Constructors	1.0000	$26,000.00	$26,000.00
Premeau Construction Inc	1.0000	$55,000.00	$55,000.00
Arrow Constructions	1.0000	$49,680.00	$49,680.00
2087051 _ Soil Erosion and Sedimentation Control LSUM			
Associated Constructors	1.0000	$1,500.00	$1,500.00
Premeau Construction Inc	1.0000	$2,500.00	$2,500.00
Arrow Constructions	1.0000	$1,500.00	$1,500.00
2090001 Project Cleanup LSUM			
Associated Constructors	1.0000	$500.00	$500.00
Premeau Construction Inc	1.0000	$5,000.00	$5,000.00
Arrow Constructions	1.0000	$2,500.00	$2,500.00
3010002 Subbase, CIP Cyd			
Associated Constructors	15.0000	$40.00	$600.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
3010002 Subbase, CIP Cyd			
Premeau Construction Inc	15.0000	$20.00	$300.00
Arrow Constructions	15.0000	$55.00	$825.00
8020021 Curb and Gutter, Conc, Det C2 Ft			
Associated Constructors	7.3000	$40.00	$292.00
Premeau Construction Inc	7.3000	$30.00	$219.00
Arrow Constructions	7.3000	$85.00	$620.50
8030010 Detectable Warning Surface Ft			
Associated Constructors	4.3000	$90.00	$387.00
Premeau Construction Inc	4.3000	$55.00	$236.50
Arrow Constructions	4.3000	$75.00	$322.50
8030044 Sidewalk, Conc, 4 inch Sft			
Associated Constructors	3,518.0000	$12.00	$42,216.00
Premeau Construction Inc	3,518.0000	$12.50	$43,975.00
Arrow Constructions	3,518.0000	$14.15	$49,779.70

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8030046 Sidewalk, Conc, 6 inch Sft			
Associated Constructors	824.0000	$16.00	$13,184.00
Premeau Construction Inc	824.0000	$15.00	$12,360.00
Arrow Constructions	824.0000	$15.50	$12,772.00
8032002 Curb Ramp, Conc, 6 inch Sft			
Associated Constructors	36.0000	$40.00	$1,440.00
Premeau Construction Inc	36.0000	$15.00	$540.00
Arrow Constructions	36.0000	$17.75	$639.00
8037011 _ Root Removal Syd			
Associated Constructors	135.0000	$20.00	$2,700.00
Premeau Construction Inc	135.0000	$50.00	$6,750.00
Arrow Constructions	135.0000	$65.00	$8,775.00
8120012 Barricade, Type III, High Intensity, Double Sid... Ea			
Associated Constructors	3.0000	$80.00	$240.00
Premeau Construction Inc	3.0000	$70.00	$210.00

Schedule of Items

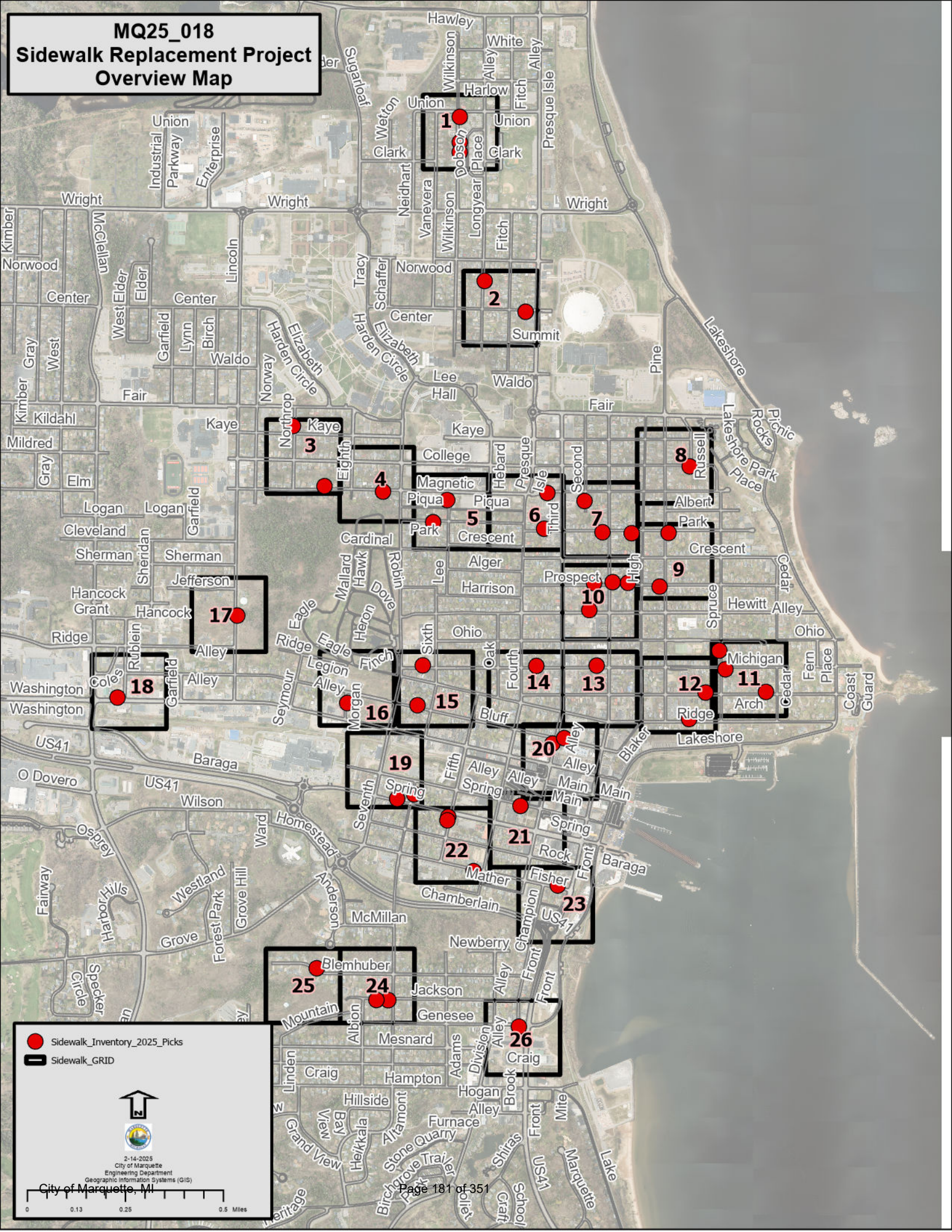
Bidder	Quantity	Unit Price	Extension
8120012 **Barricade, Type III, High Intensity, Double Sid...** **Ea**			
Arrow Constructions	3.0000	$70.00	$210.00
8120013 **Barricade, Type III, High Intensity, Double Sid...** **Ea**			
Associated Constructors	3.0000	$1.00	$3.00
Premeau Construction Inc	3.0000	$1.00	$3.00
Arrow Constructions	3.0000	$1.00	$3.00
8120035 **Channelizing Device, 42 inch, Fluorescent, Furn** **Ea**			
Associated Constructors	40.0000	$16.00	$640.00
Premeau Construction Inc	40.0000	$14.00	$560.00
Arrow Constructions	40.0000	$14.00	$560.00
8120036 **Channelizing Device, 42 inch, Fluorescent, Oper** **Ea**			
Associated Constructors	40.0000	$1.00	$40.00
Premeau Construction Inc	40.0000	$1.00	$40.00
Arrow Constructions	40.0000	$1.00	$40.00
8120350 **Sign, Type B, Temp, Prismatic, Furn** **Sft**			
Associated Constructors	39.0000	$9.00	$351.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8120350 Sign, Type B, Temp, Prismatic, Furn Sft			
Premeau Construction Inc	39.0000	$8.25	$321.75
Arrow Constructions	39.0000	$8.25	$321.75
8120351 Sign, Type B, Temp, Prismatic, Oper Sft			
Associated Constructors	39.0000	$1.00	$39.00
Premeau Construction Inc	39.0000	$1.00	$39.00
Arrow Constructions	39.0000	$1.00	$39.00
8127051 _ Pedestrian Traffic Maintenance, Modified LSUM			
Associated Constructors	1.0000	$3,000.00	$3,000.00
Premeau Construction Inc	1.0000	$10,000.00	$10,000.00
Arrow Constructions	1.0000	$4,500.00	$4,500.00
8127051 _ Traffic Control LSUM			
Associated Constructors	1.0000	$4,000.00	$4,000.00
Premeau Construction Inc	1.0000	$5,000.00	$5,000.00
Arrow Constructions	1.0000	$8,000.00	$8,000.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8167001 _ Place 4 Topsoil, Fertilizer, Seed, and Mulch Ft			
Associated Constructors	1,032.0000	$3.00	$3,096.00
Premeau Construction Inc	1,032.0000	$4.00	$4,128.00
Arrow Constructions	1,032.0000	$8.00	$8,256.00
Item totals for Schedule of Items (23 Items)			**Total**
Associated Constructors			**Totals: $132,328.50**
Premeau Construction Inc			**Totals: $173,446.25**
Arrow Constructions			**Totals: $183,552.45**


MQ25_018
Sidewalk Replacement Project
Overview Map
Sidewalk_Inventory_2025_Picks
Sidewalk_GRID
2-14-2025
City of Marquette
Engineering Department
Geographic Information Systems (GIS)
0
0.13
0.25
0.5 Miles



PROJECT NO. MQ25-018

J:\PROJECTS\ENGINEERING ADMINISTRATION\COAL BINS\PP\COAL BUNKER MAP.DWG

THIRD STREET COAL BUNKER REHABILITATION PROJECT

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
1100 WRIGHT STREET, MARQUETTE, MI 49855
PHONE (906)228-0440

REVISIONS:

BIDDING	2-14-2025
.	.
.	.
.	.

DRAWN BY: K. WESSELS P.E.
DATE: MARCH 28TH, 2024
FILE NAME: COAL BUNKER MAP.dwg

HOR. SCALE: 1" = 10'
VERT. SCALE: N.A.

THIRD STREET COAL BUNKER REHABILITATION
THIRD STREET BETWEEN WASHINGTON AND BLUFF
OVERVIEW MAP - LOCATIONS ARE APPROXIMATE

PROJECT MQ25-018
SHEET 2 OF 7

Agenda Date: 4/14/2025

Consent Agenda
Street Improvements and Structure Cover Adjustments Project

BACKGROUND:

Plans have been developed for a Street improvements project that consists of crack sealing of roadways and manhole cover adjustments that are failing and causing roadway hazards. The crack sealing portion of this project will help to preserve and slow the rate of deterioration of roads that are in fair or good condition and delay the need for more costly maintenance. Crack sealing is a very cost-effective approach to maximizing the useful service life of roadways.

This project was advertised for bids on February 14, 2025 with a bid opening held on March 20, 2025. Two contractors responded and the results are summarized below.

Bidder	Bid
Oberstar Inc.	$227,610.00
Fahrner Asphalt Sealers, LLC	$128,815.78

Engineers Estimate: $146,350.00

FISCAL EFFECT:

Sufficient funds are available in the approved FY 2025 budget for the contracted amount and requested contingency.

RECOMMENDATION:

Approve a contract with Fahrner Asphalt Sealers LLC for the Street Improvements and Structure Cover Adjustments Project at a cost of $128,813.78 based on quantities and unit prices in the proposal, allow the City Manager to use a 10% contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Construction Contract
- Insurance
- Crack Sealing Locations

- Manhole Cover Adjustment Map
- Fahrner Bid
- Oberstar Bid

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: STREET MAINTENANCE PROJECT

PROJECT NUMBERS: MQ25-101

THIS AGREEMENT, made this 10th day of April, 2025, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and Fahrner Asphalt Sealers LLC of Plover WI, a Limited Liability Corporation, holding license number F040185, 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 14, 2025, and the completion date of this project is September 27, 2025. The Contractor shall be penalized in the amount of $600 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 $128,812.78, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

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

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

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

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

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 10th day of April, 20 25.

THE CITY OF MARQUETTE

_____
Witness

_____
Jessica Hanley, Mayor
City of Marquette

_____
Witness

_____
Kyle L. Whitney, City Clerk
City of Marquette

Fahrner Asphalt Sealers, LLC

Shannon Collings
Witness

_____
By: Brent Berg

Witness

Its: Vice President

Address: 2800 Mecca Drive, Plover, WI 54467

Telephone#: (715) 341-2868

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) 04/10/2025

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Fahrner Asphalt Sealers, LLC 2800 Mecca Drive Plover, WI 54467	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Zurich American Insurance Company — 16535 INSURER B : American Guarantee and Liability Insurance — 26247 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W38641076 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GLO 5944715 16	12/01/2024	12/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 500,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP 5944714 16	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SXS 00271705-07	12/01/2024	12/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 5944716 16	12/01/2024	12/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Workers Compensation and Employers Liability Per Statute			WC 5944717 16	12/01/2024	12/01/2025	EL Each Accident EL Disease - Each Emp EL Disease - Pol Lmt	$1,000,000 $1,000,000 $1,000,000

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

Re: MQ25-101 Street Maintenance Project.

City is included as an Additional Insured as respects to General Liability and Auto Liability when required by written contract or agreement and executed prior to loss.

CERTIFICATE HOLDER

City of Marquette
1100 Wright St
Marquette, MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5944715-16	12/01/2024	12/01/2025		34937000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A., B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
AS REQUIRED BY WRITTEN CONTRACT	30

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5944714-16	12/01/2024	12/01/2025		34937000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Endorsement# 08

Blanket Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
SXS 0271705-07	12/01/2024	12/01/2025		34937000	———	———

Named Insured and Mailing Address:

A.L.M. HOLDING COMPANY AND SUBSIDIARIES
920 10TH AVENUE N
ONALASKA, WI 54650

Producer:

WILLIS TOWERS WATSON MIDWEST, INC.
8400 Normandale Lake Blvd
Suite 1700
Bloomington, MN 55437

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to **SECTION V. CONDITIONS:**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to the first Named Insured, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

a. Must be provided to us prior to cancellation or non-renewal;

b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and

c. Must be in an electronic format that is acceptable to us.

2. Our notification as described in Paragraph **1.** above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

b. At least 30 days prior to the effective date of:

(1) Cancellation, if cancelled for any reason other than nonpayment of premium; or

(2) Non-renewal, but not including conditional notice of renewal.

3. Our mailing or delivery of notification described in Paragraphs **1.** and **2.** above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

a. Extend the policy cancellation or non-renewal date;

b. Negate the cancellation or non-renewal; or

c. Provide any additional insurance that would not have been provided in the absence of this endorsement.

4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **1.** and **2.** above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective: 12/01/2024 Policy No. WC 5944716-16 Endorsement No.
Insured: A.L.M. Holding Company Premium $

Insurance Company: Zurich American Insurance Company

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective: 12/01/2024 Policy No. WC 5944717-16 Endorsement No.
Insured: A.L.M. Holding Company Premium $

Insurance Company: Zurich American Insurance Company

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2025 SIMP
Overband Crack Filling
Overview Map

200 100 Hawley

2300 2200 2100 Fitch 2300 2200

Neidhart 2000 1900

1800 1700 Fitch

Norwood 700 600 500

Center 1500 1400 1200 1100

Kaye 800 700

Magnetic 1000 900 800

Crescent 300

Cleveland 1300 1200 1100 1000

Ridge 1000 900

Lincoln 400 300 200

Wilson 1900 1800 1700 1500 1400 1200 1100 1000 900

Horizons 700 600 500

Fourth 300 200 100

Lakeshore 200 100 300 200

Rock 200 100

Champion 600 700 800 900

Ward 400 700

Forest Park 400 500 800 900 600

Overband Crack FIlling

POTENTIAL 2025

1-23-2025
City of Marquette
Engineering Department
Geographic Information Systems (GIS)

0 0.1 0.2 0.4 Miles


2025 SIMP
Structure Adjustment
Overview Map
SMH2312
DMH1381
DMH469
DMH1438
DMH1442
DMH1417
DMH1416
DMH157
SMH216A
SMH148
SMH145
SMH143
Enterprise
Norwood
Center
Summit
Fair
Kildahl
Mildred
Elm
Logan
Cleveland
Sherman
Jefferson
Grant
Hancock
Coles
Alley
Washington
Cardinal
Mallard
Hawk
Robin
Dove
Bluejay
Eagle
Heron
Finch
Owl
Legion
Seymour
Bluff
Morgan
Piqua
College
Magnetic
Alger
Harrison
Hewitt
Michigan
Prospect
Crescent
Park
Albert
Ohio
Arch
Ridge
Lakeshore
Baraga
Spring
Main
Rock
Chamberlain
Mather
Fisher
Front
Palms
Newberry
Blemhuber
Jackson
Mountain
Genesee
Mesnard
Craig
Hampton
Hillside
Furnace
Heikkala
Hogan
Alley
Brook
Division
Champion
Adams
Altamont
McMillan
Andetson
US41
Wilson
Northland
Osprey
Ward
Homestead
White
Birch
Grove Hill
Tierney
Linden
Grand
Shiras
Point
Mite
Lake
Sanitary Sewer Manholes
STRUCTURE_ADJUSTMENT
Sanitary Sewer Manholes
Stormwater Manholes
STRUCTURE_ADJUSTMENT
Stormwater Manholes
Street_Curb
12-18-2025
City of Marquette
Engineering Department
Geographic Information Systems (GIS)
0
0.1
0.2
0.4 Miles

General Info

Total:

$128,812.78

Number

BP25-02

Deadline

03/20/2025 10:00 AM EDT

Vendor

Fahrner Asphalt Sealers, LLC

Submitted

03/20/2025 09:18 AM EDT

Signed by

Brent Berg **Account Holder** Kevin Kruckow

Opened

03/20/2025 10:06 AM EDT **By** kwessels@marquettemi.gov

Description

MQ25-101 - Street Improvements and Structure Cover Adjustments

The work under this contract consists of crack sealing on various streets and structure cover adjustments as outlined in the plans.

Allows zero unit prices and labor

No

Allows negative unit prices and labor

No

Attachment List

MQ25-03 Specifications.pdf (15.1 MB)
Project Specifications

Bidder Signature Page

---

1. In compliance with the City's Invitation to Bid, Bidder hereby proposes to perform all work in accordance with the Plans and Specifications at the unit prices, as submitted herein, for the several parts of this contract.

2. The undersigned, as bidder, hereby declares the Proposal is made in good faith, without fraud or collusion with any person or persons bidding on the same contract, that he has read and examined the Advertisement, Invitation to Bid, Information for Bidders, Proposal, General Requirements, Agreement, Forms of Bonds, and Plans and Specifications as prepared by the Engineer, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to conditions to be met in executing this Contract, and the undersigned agrees to furnish all labor, materials, power, transportation and equipment necessary for the construction of the Project.

3. If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price. If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.

4. Bidder acknowledges receipt of the following Addenda:

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

Addenda acknowledgement *

N/A

Signature *

Brent Berg

Date *

03/20/2025

Title *

Vice President

Contractor: *

Fahrner Asphalt Sealers, LLC

Address *

2800 Mecca Dr, Plover, WI 54467-3224

Phone Number *

(715) 341-2868

Schedule of Items

$128,812.78

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
1100001	Mobilization, Max $7,000	LSUM	1.0000	$7,000.00	$7,000.00
4030004	Dr Structure Cover, Adj, Case 1, Modified	Ea	12.0000	$3,650.00	$43,800.00
5020003	Overband Crack Fill, Lane Modified	Lnmi	12.6600	$5,925.18	$75,012.78
8120170	Minor Traf Devices	LSUM	1.0000	$1,500.00	$1,500.00
					Total: $128,812.78

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
8120370	Traf Regulator Control	LSUM	1.0000	$1,500.00	$1,500.00
					Total: $128,812.78

Bid Surety Upload

Name	Omission Terms	Submitted File
Bid Surety Upload a copy of your paper bid bond or cashier's check.	I have submitted cash as my bid surety.	Marquette Bid Bond.pdf
1 Required Document		

CITY OF MARQUETTE
CHAPTER 4
BONDS

4.01 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Fahrner Asphalt Sealers, L.L.C. as Principal, and Western Surety Company as Surety are hereby held and firmly bound unto the City of Marquette, Michigan, in the penal sum of $ Five Percent of Amount Bid (5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this 14th day of March, 20 25.

The condition of the above obligation is that the Principal has submitted to the City of Marquette, Michigan, a certain bid attached hereto and made a part hereof to enter into a contract in writing for the construction of: MQ25-101 Street Maintenance Project

NOW, THEREFORE,

a) If said Bid shall be rejected, or in the alternate,
b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contractor, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Fah
___ ____ (L.S.)
Principal — Brent Berg, Vice President

"NO CORPORATE SEAL ADOPTED"

Western Surety Company
Surety

SEAL

BY _____
Haley Pflug, Attorney-in-Fact

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 14th day of March 2025, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Notary Public

MICHELLE DIANE HALTER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Haley Pflug, Katie Rooney, Trisha Kasper, Michelle Halter, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of November, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 20th day of November, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of March, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

General Info

Total:

$227,610.00

Number

BP25-02

Deadline

03/20/2025 10:00 AM EDT

Vendor

Oberstar, Inc.

Submitted

03/20/2025 06:36 AM EDT

Signed by

James Perry **Account Holder** James Perry

Opened

03/20/2025 10:06 AM EDT **By** kwessels@marquettemi.gov

Description

MQ25-101 - Street Improvements and Structure Cover Adjustments

The work under this contract consists of crack sealing on various streets and structure cover adjustments as outlined in the plans.

Allows zero unit prices and labor

No

Allows negative unit prices and labor

No

Attachment List

MQ25-03 Specifications.pdf (15.1 MB)
Project Specifications

Bidder Signature Page

---

1. In compliance with the City's Invitation to Bid, Bidder hereby proposes to perform all work in accordance with the Plans and Specifications at the unit prices, as submitted herein, for the several parts of this contract.

2. The undersigned, as bidder, hereby declares the Proposal is made in good faith, without fraud or collusion with any person or persons bidding on the same contract, that he has read and examined the Advertisement, Invitation to Bid, Information for Bidders, Proposal, General Requirements, Agreement, Forms of Bonds, and Plans and Specifications as prepared by the Engineer, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to conditions to be met in executing this Contract, and the undersigned agrees to furnish all labor, materials, power, transportation and equipment necessary for the construction of the Project.

3. If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price. If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.

4. Bidder acknowledges receipt of the following Addenda:

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

Addenda acknowledgement *

"N/A"

Signature *

James D Perry

Date *

3-20-2025

Title *

Vice President, Operations

Contractor: *

Oberstar, Inc.

Address *

1900 Industrial Pkwy, Marquette, MI 49855-1653

Phone Number *

(906) 226-6799

Schedule of Items

$227,610.00

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
1100001	Mobilization, Max $7,000	LSUM	1.0000	$7,000.00	$7,000.00
4030004	Dr Structure Cover, Adj, Case 1, Modified	Ea	12.0000	$6,500.00	$78,000.00
5020003	Overband Crack Fill, Lane Modified	Lnmi	12.6600	$8,500.00	$107,610.00
8120170	Minor Traf Devices	LSUM	1.0000	$20,000.00	$20,000.00
					Total: $227,610.00

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
8120370	Traf Regulator Control	LSUM	1.0000	$15,000.00	$15,000.00
					Total: $227,610.00

Bid Surety Upload

Name	Omission Terms	Submitted File
Bid Surety Upload a copy of your paper bid bond or cashier's check.	I have submitted cash as my bid surety.	Bid Bond.pdf
1 Required Document		

CITY OF MARQUETTE
CHAPTER 4
BONDS

4.01 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Oberstar, Inc. 1900 Industrial Parkway, Marquette, MI 49855 as Principal, and Westfield Insurance Company as Surety are hereby held and firmly bound unto the City of Marquette, Michigan, in the penal sum of Five percent of amount bid (5% of amount bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this 20th day of March, 2025 .

The condition of the above obligation is that the Principal has submitted to the City of Marquette, Michigan, a certain bid attached hereto and made a part hereof to enter into a contract in writing for the construction of:

NOW, THEREFORE,

a) If said Bid shall be rejected, or in the alternate,
b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contractor, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

Westfield Insurance Company
Surety

SEAL

BY _____
Christopher Grigas, Attorney-In-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/09/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **2144202 19**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JANE WANBERG, JAY M. HILLIER, ALISON NEUMANN, CHRISTOPHER GRIGAS, SCOTT KOSKI, JOHN BALMAT, MATT HAGEN, JOINTLY OR SEVERALLY

of **MARQUETTE** and State of **MI** its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** - - -

Agenda Date: 4/14/2025

New Business
Ordinance 25-02: Overnight Occupation of Public Property - Roll Call Vote

BACKGROUND:

Staff is recommending the City Commission adopt the attached ordinance in order to establish clear limitations on the overnight occupation of public property in the City of Marquette.

Per City Charter, an ordinance cannot be adopted at the meeting at which it is introduced. This ordinance was introduced at the March 31 City Commission meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Adopt Ordinance #25-02.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Ord 25-02 - Draft

ORDINANCE #25-02
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 22, ARTICLE II, REGARDING OVERNIGHT OCCUPATION OF PUBLIC PROPERTY

INTENT
The purpose of this ordinance is to amend Article II (Nuisances) of Chapter 22 (Environment) of the Marquette City Code in order to add a new section related to the overnight occupation of public property.

The City of Marquette Ordains:

SECTION 1. That Section 22-35 be hereby adopted, to read as follows:

Sec. 22-35. Prohibition of Unauthorized Occupation of City Property.

(a) It shall be unlawful for any person to occupy city-owned or city-controlled property overnight, except as expressly permitted by the city. Except as permitted, it shall be unlawful for any person to camp on city-owned or city-controlled property, using camping facilities – including but not limited to tents, huts, or temporary shelters – or using camping paraphernalia – including but not limited to cots, beds, sleeping bags, hammocks, tarps, or similar items.
(b) It shall be unlawful for any person to sleep overnight in a vehicle – including but not limited to vans, cars, campers, or recreational vehicles – on any city-owned or city-controlled property, unless expressly permitted by posted signage or other city authorization.
(c) The prohibitions laid out in this section apply to city-owned and city-controlled properties. These properties include, but are not limited to:
    (1) Streets
    (2) Parks
    (3) Sidewalks
    (4) Alleyways
    (5) Public easements
    (6) Public rights-of-way
    (7) Public parking lots
    (8) Public areas, whether improved or unimproved
    (9) Public bike paths or trails
    (10) Any forested or natural area under city jurisdiction
(d) If any person in violation of this ordinance refuses to vacate the public property or remove their items after being directed to do so by law enforcement, the City Police Department is authorized to remove such individuals and dispose of any tents, shelters, or related paraphernalia in violation.
(e) Any person violating this section is responsible for a municipal civil infraction. Additionally, such person may be deemed to be creating a public nuisance, and the

city may pursue additional actions to abate the nuisance, including but not limited to removal of the individual from city-owned or city-controlled property.

SECTION 2. That this ordinance shall take effect ten days after adoption but not before publication.

_____ _____

Jessica Hanley, Mayor Kyle Whitney, City Clerk

Date Adopted: _____ Date Published: _____

Agenda Date: 4/14/2025

New Business
Commissioner Larson Travel Reimbursement

BACKGROUND:

Commissioner Larson attended the annual Michigan Municipal League Capital Conference held in Lansing March 18-19, 2025. The following check will be issued for travel expenses incurred:

Commissioner Michael Larson, Check #1011944, $139

FISCAL EFFECT:

Total travel cost is $139. Adequate funds are available within the Fiscal Year 2025 City Commission travel budget.

RECOMMENDATION:

Approve travel reimbursement for Commissioner Larson in the amount of $139 for the Michigan Municipal League Capital Conference.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 4/14/2025

New Business
Mayor Hanley Travel Reimbursement

BACKGROUND:

Mayor Hanley attended the annual Michigan Municipal League Capital Conference held in Lansing March 18-19, 2025. The following check will be issued for travel expenses incurred:

Mayor Hanley, Check #1011934, $739.79

FISCAL EFFECT:

Total travel cost is $739.79. Adequate funds are available within the Fiscal Year 2025 City Commission travel budget.

RECOMMENDATION:

Approve travel reimbursement for Mayor Hanley in the amount of $739.79 for the Michigan Municipal League Capital Conference.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 4/14/2025

New Business
Peg Hirvonen Bandshell - Construction Contract Award

BACKGROUND:

At the October 30, 2023 meeting, the City Commission accepted a generous donation from the Hirvonen Foundation toward construction of a new bandshell and approved a request to name the facility "The Peg Hirvonen Bandshell".

At their March 25, 2024 meeting, the City Commission awarded the bid for design and construction oversight to AWH Architects, of Minneapolis, Minnesota.

Staff advertised the project for construction bids on February 11, 2025, and received two qualified bids:

- Miron Construction Co., Inc. - $2,084,175
- Closner Construction & Sales, Inc. - $2,101,500

Community Services and Engineering staff have reviewed the bids with AWH Architects and find both to be substantially complete. Staff is recommending the Commission award the construction contract to the lowest bidder, Miron Construction Co. Inc. Miron Construction is based out of Neenah Wisconsin and would run this project out of their Marquette office.

Marquette City Band has committed to raising all matching funds as per the attached letter. The total budget for this project with the award of this contract is $2,205,235 and to date over $1,500,000 has been raised toward the project.

If approved, construction would begin immediately and be substantially complete prior to winter with allowances for landscape plantings and site reclamation through June 15, 2026.

FISCAL EFFECT:

Marquette City Band has committed to raising all additional funds resulting in no general fund contributions by the City.

RECOMMENDATION:

Award the bid and approve the contract with Miron Construction Co., Inc., in the amount of $2,084,175, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Contract
- City Band Letter of Commitment
- Plans
- Bid Tabulation

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Peg Hirvonen Bandshell

PROJECT NUMBERS: MQ50-315

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 Miron Construction Co., INC of Neenah WI, 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 15, 2025, and the completion date of this project is June 15, 2026.

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 $2,084,175, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. In addition the warranty shall specifically include the replacement of concrete that spalls more than 30% per 10 foot section of curb and gutter, the replacement of

concrete that spalls more than 30% per driveway apron square or sidewalk square, and the replacement of stamped concrete that spalls more than 30% of the area between each sidewalk square and the curb. The manufacturer's warranty shall prevail.

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

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

5. **Sanctions for Noncompliance**:
   In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b) Cancellations, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions**:
   The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

Jon Swenson 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 9th day of April, 2025.

THE CITY OF MARQUETTE

Witness

Jessica Hanley, Mayor
City of Marquette

Witness

Kyle L. Whitney, City Clerk
City of Marquette

******CONTRACTOR ******

Witness

Witness

By: Tim Kippenhan

Its: **President**

Address: 1471 McMahon Rd, Neenah WI,

54956-6305

Telephone#: (920)969-7000

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

Marquette City Band
Performing Since 1887

300 W. Baraga Ave.
Marquette, MI 49855

April 8, 2025

Marquette City Commission
300 W. Baraga St.
Marquette, MI 49855

To the City Commissioners:

The Peg Hirvonen Bandshell is set to become a cherished city facility, providing a venue where residents and visitors can gather to enjoy live musical performances and many other types of events. As you may know, its unique design has been well received from various constituents throughout the community.

The Marquette City Band is excited that the construction of the new bandshell is planned for this summer and is looking forward to many years of continuing its free "summer series" concerts at Presque Isle Park. The Board of Directors and the Bandshell Fundraising Committee are committed to continuing our fundraising campaign to provide the necessary funds for the construction of the new bandshell. To date, the donations and pledges received for the project amount to over $1,500,000. We are anticipating that the fundraising can be completed by the end of 2026.

It has recently come to our attention that water and sewer lines will be provided to the new facility by the City and this is much appreciated. We are grateful for your support of this project and look forward to enhancing our community's cultural offerings at the new Peg Hirvonen Bandshell.

Thank you,

Michael Stucko
President, Board of Directors
Co-Chair, Bandshell Fundraising Committee
stuckond@outlook.com

Stephen Grugin
Director, Marquette City Band
Co-Chair, Bandshell Fundraising Committee
sgrugin@yahoo.com

PEG HIRVONEN BANDSHELL

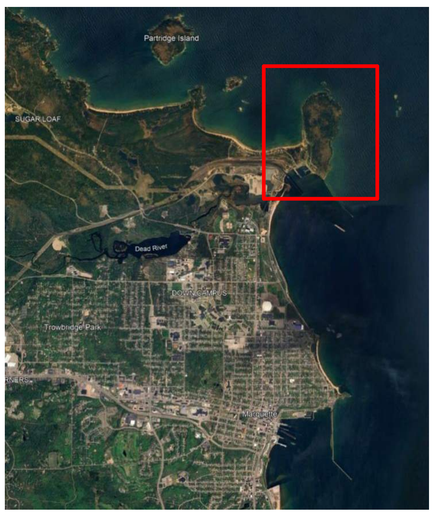
02.11.2025

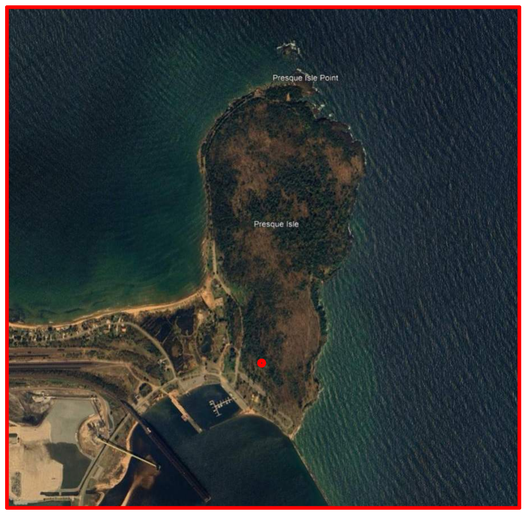
PRESQUE ISLE PARK IN MARQUETTE, MI

PROJECT IMAGE



PROJECT LOCATION





PROJECT TEAM

Owner/Developer: City of Marquette, MI
Contacts: Jon Swenson
& Tiina Morin
906-225-8593

Architect: AWH Architects
Alex Haecker, AIA
612-558-5383

Contractor:

Landscape: Urban Ecosystems
Matthew Tucker
781-879-7233

Structural Engineer: CORE 4 Engineering
Matt Christianson, PE, SE, MASCE
262-307-9988

Mechanical, Electrical, Plumbing Engineers:

FOR CONTRACTORS: CONDITIONS OF PRICING

CONTRACTORS ARE REQUIRED TO PRICE THE SPECIFIC SELECTIONS INCLUDED IN THIS SET. ALTERNATES WILL BE CONSIDERED WHEN CONTRACTORS PROVIDE SPEC ON THE SPECIFIC PRODUCT ALTERNATE AND INCLUDE THE PRICING DIFFERENCE AS A LINE ITEM WITHIN YOUR ESTIMATE. ALTERNATES MUST BE AGREED UPON BEFORE CONSTRUCTION BEGINS. REQUESTS TO SWITCH TO A NEW ALTERNATE DURING CONSTRUCTION WILL ONLY BE CONSIDERED IN EXTREME CIRCUMSTANCES.

WHERE ADVANCE NOTICE OF LONG LEAD TIME ITEMS ARE NOTED BY ARCHITECT, CONTRACTORS MUST PROVIDE PROOF OF INITIATIVE TAKEN TO ORDER IN TIME FOR THE PROJECT'S COMPLETION. REQUESTS TO SWITCH TO AN ALTERNATE DUE TO NEGLIGENCE IN ORDERING IN TIME WILL NOT BE ACCEPTED.

SHEET INDEX

SHEET NUMBER	SHEET NAME	PRICING SET - 02112025
GENERAL INFORMATION		
T1.1	TITLE SHEET	•
T1.2	ARCH. ABBREVIATIONS & SHEET SPEC	•
LANDSCAPE		
L-000	EXISTING SITE PLAN	•
L-001	TREE PROTECTION PLAN	•
L-100	OVERALL SITE PLAN	•
L-110	CENTRAL LAYOUT PLAN	•
L-200	SITE GRADING PLAN	•
L-600	SITE DETAILS	•
ARCHITECTURAL		
A1.1	FIRST LEVEL PLAN	•
A3.1	FIRST LEVEL REFLECTED CEILING PLAN	•
A10.0	EXTERIOR ELEVATIONS	•
A10.1	ENLARGED ELEVATIONS	•
A20.0	BUILDING SECTIONS	•
A22.0	WALL SECTIONS & DETAILS	•
A50.0	WALL, FLOOR, & ROOF TYPES	•
A51.0	OPENING SCHEDULES AND TYPES/DETAILS	•
STRUCTURAL		
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S001	STRUCTURAL NOTES & SCHEDULES	•
S100	FOUNDATION PLAN	•
S101	FIRST FLOOR FRAMING PLAN	•
S102	ROOF FRAMING PLAN	•
S200	ENLARGED PLANS	•
S300	CONCRETE SECTIONS & DETAILS	•
S301	CONCRETE SECTIONS & DETAILS	•
S600	WOOD SECTIONS & DETAILS	•
S601	WOOD & STEEL SECTIONS & DETAILS	•

AWH
Alex Haecker, AIA
12 E 25th Street
Minneapolis, MN 55404
alex@awharchitects.com
612-558-5383
ARCHITECT

CORE4 engineering
N70W5185 Columbia Road
Cedarburg, WI 53012 | 262.236.9372
C4E Project # 24031
STRUCTURAL ENGINEER

URBAN ECOSYSTEMS
LANDSCAPE ARCHITECTS
2500 University Ave W. #C8
St. Paul, MN 55114
Matt Tucker
781.879.7233
CIVIL/LA ENGINEER

PROJECT:
PEG HIRVONEN BANDSHELL
PRESQUE ISLE PARK IN MARQUETTE, MI
PRICING SET

KEY PLAN:

NOT FOR CONSRUCTION

Project #: Project Number

Date: 02.11.2025

No.	Purpose of Revision	Date

TITLE SHEET

SHEET TITLE

PRICING SET

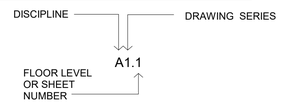
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T1.1

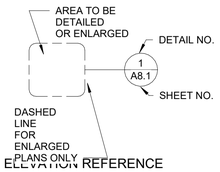
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GENERAL SYMBOLS & IDENTIFICATION METHODS

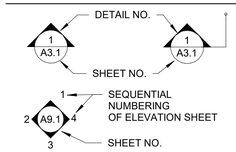
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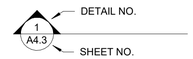
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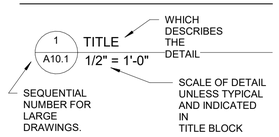
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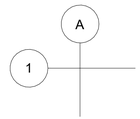
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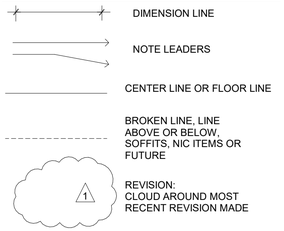
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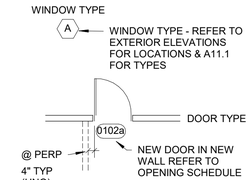
COLUMN GRID DESIGNATORS



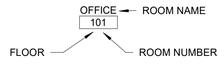
LINE TYPE IDENTIFICATION



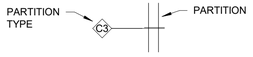
OPENING IDENTIFICATIONS



ROOM IDENTIFICATION



PARTITION TYPE SYMBOL



KEY NOTE SYMBOL

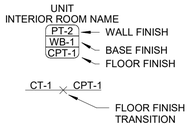
IDENTIFICATION NUMBER REFERS TO KEY NOTE LIST
NOTE: KEY NOTES DIFFER FROM SHEET TO SHEET

1 SECTION

2 PLAN

3 EXTERIOR ELEVATIONS / MOUNTING HEIGHTS DIAGRAM (ACCESSORIES)

INTERIOR FINISH TAGS



TYPICAL FINISH ABBREVIATIONS:

CT	-	CERAMIC TILE
CPT	-	CARPET
WDB	-	WOOD BASE
VB	-	VINYL BASE
PT	-	PAINT
VCT	-	VINYL COMPOSITION TILE
RF	-	RESILIENT FLOOR
STN	-	STONE

DIMENSIONING STANDARDS

1. AT MASONRY AND MASONRY VENEER WALLS, DIMENSIONS ARE TO FACE OF MASONRY.
2. EXTERIOR WOOD FRAMED OR CFMF WALLS ARE DIMENSIONED TO EXTERIOR FACE OF SHEATHING.
3. INTERIOR WOOD FRAMED OR CFMF WALLS ARE DIMENSIONED TO FACE OF GYPSUM BOARD.
4. DEMISING WALLS ARE DIMENSIONED TO CENTERLINE OF WALLS.

* ALL DIMENSIONS FOLLOW THESE STANDARDS UNLESS NOTED OTHERWISE.

GENERAL NOTES - SHEET SPECS

DIVISION 01 - GENERAL REQUIREMENTS:

1. USE OF THE WORD 'CONTRACTOR' IN THE DRAWINGS INDICATES BOTH THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ON THE PROJECT.
2. ALL CONTRACTORS AND SUB-CONTRACTORS ARE RESPONSIBLE FOR COORDINATING THEIR WORK WITH THE WORK OF OTHERS. NEITHER THE OWNER NOR THE CONSULTANT IS RESPONSIBLE FOR COORDINATION OF THE WORK. NO ADDITIONAL COMPENSATION WILL BE MADE TO ANY CONTRACTOR FOR EXTRA WORK RESULTING FROM FAILURES OF COORDINATION.
3. THE CONTRACTOR MUST ASSURE COMPLIANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK OR MATERIALS SUPPLIED.
4. CONTRACTOR TO COORDINATE ALL NECESSARY TESTING AND SPECIAL INSPECTIONS PRIOR TO START OF WORK.
5. THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR, OBTAINING, AND PAYING FOR ALL NECESSARY PERMITS UNLESS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS.
6. THE CONTRACTOR SHALL HAVE A COPY OF ALL DRAWINGS WITH THEM ON SITE AT ALL TIMES AND SHALL RECORD ALL MODIFICATIONS/CHANGES TO THE WORK ON THE DRAWINGS. THE CONTRACTOR SHALL PROVIDE A COMPLETE AS-BUILT SET OF DRAWINGS TO THE OWNER AT PROJECT COMPLETION.
7. EXCEPT FOR ITEMS SPECIFICALLY MARKED AS 'BY OTHERS' OR 'NOT IN CONTRACT', IT IS THE INTENT OF THESE DRAWINGS TO DESCRIBE A COMPLETE PROJECT. THE CONTRACTOR MUST THOROUGHLY REVIEW THE DRAWINGS PRIOR TO SUBMITTING A BID AND IMMEDIATELY NOTIFY THE OWNER AND CONSULTANT OF ANY ERRORS OR OMISSIONS DISCOVERED. NO ADDITIONAL COMPENSATION WILL BE MADE FOR ITEMS OF WORK NOT SHOWN OR DESCRIBED ON THE DRAWINGS THAT COULD BE REASONABLY INFERRED FROM THE DRAWINGS IN PROVIDING THE OWNER WITH COMPLETE SYSTEMS AND A COMPLETE PROJECT.
8. THE EXISTING CONDITIONS SHOWN ON THE DRAWINGS ARE FROM A LIMITED TOPOGRAPHIC SURVEY PERFORMED BY THE CITY OF MARQUETTE. EXISTING TOPOGRAPHIC FEATURES MAY NOT BE EXACT AS TO THEIR LOCATION, CHARACTER, OR NUMBER. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CONDITIONS OF THE SITE PRIOR TO BIDDING AND CONSTRUCTION AND FOR IMMEDIATELY NOTIFYING THE CONSULTANT OF ANY DISCREPANCIES OR VARIATIONS FROM THE DRAWINGS.
9. THE CONTRACTOR MUST MAINTAIN AND PROTECT ALL BENCH MARKS, SURVEY MONUMENTS, PROPERTY IRONS, LAYOUT STAKES AND OTHER REFERENCE POINTS. ALL FINES AND REPLACEMENT COSTS FOR DAMAGE TO ANY OF THESE ITEMS THAT IS DUE TO THE CONTRACTOR'S ACTS OR NEGLIGENCE ARE THE CONTRACTOR'S RESPONSIBILITY AT NO COST TO THE OWNER.
10. THE CONTRACTOR SHOULD EXPECT TO FIND PUBLIC AND PRIVATE UTILITIES. THE CONTRACTOR, IN COOPERATION WITH THE APPROPRIATE UTILITY COMPANY, IS RESPONSIBLE TO VERIFY THE LOCATION, SIZE, AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITY. AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR MUST CONTACT GOPHER STATE ONE CALL AT 800 252 1166 OR TO NOTIFY THE APPROPRIATE UTILITY COMPANIES AND VERIFY THE EXACT LOCATION, SIZE, AND DEPTH OF ALL UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES.
11. PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS AND SUBMIT A TRAFFIC CONTROL PLAN COMPLYING WITH THE CITY OF MARQUETTE REQUIREMENTS.
12. CONTRACTOR TO COMPLY WITH EPA (NPDES) FOR EROSION AND SEDIMENT CONTROL.
13. CONTRACTOR TO COMPLY WITH EXISTING TREE PROTECTION PLAN.
14. SUBSTITUTIONS REQUESTS TO BE APPROVED BY ARCHITECT.
15. CONTRACTOR TO PROVIDE SUBMITTALS / SHOP DRAWINGS FOR ARCHITECT APPROVAL PRIOR TO PURCHASE OF MATERIALS

CODES:

1. ALL WORK SHALL CONFORM WITH THE REQUIREMENTS OF LOCAL CODES AND ALL OTHER GOVERNING AUTHORITIES HAVING JURISDICTION.
2. APPLICABLE CODES, SPECIFICALLY: THIS PROJECT IS TO COMPLY WITH THE CITY OF MARQUETTE, MICHIGAN MUNICIPAL CODE, ENGINEERING DESIGN STANDARDS, AND OTHER RELEVANT SUB-CODE REQUIREMENTS, AND STATE OF MICHIGAN CODE REQUIREMENTS. THIS INCLUDES NECESSARY MEASURES FOR EROSION AND SEDIMENTATION CONTROL OF ANY DISTURBED AREAS.

DIVISION 02 - EXISTING CONDITIONS:

1. IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE TO ESTABLISH EXISTING CONDITIONS & REQUIREMENTS FOR THE DEMOLITION OF THE BUILDING.
2. CONTRACTOR TO NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES WITH EXISTING CONDITIONS BEFORE EXECUTING THE WORK.
3. COMPLY WITH APPLICABLE CODES AND REGULATIONS FOR DEMOLITION AND SAFELY OF THE PUBLIC.
4. CONTRACTOR TO REMOVE THE ENTIRE HISTORIC BANDSHELL INCLUDING FOUNDATIONS AND TEMPORARY GRAVEL PERFORMANCE TERRACES.
5. ALL HEAVY TIMBER BEAMS AND COLUMNS OF EXISTING BANDSHELL STRUCTURE TO BE SALVAGED INTACT AND RETAINED BY OWNER FOR FUTURE USE. CONTRACTOR TO COORDINATE WITH OWNER ON STORAGE LOCATION. CONTRACTOR IS RESPONSIBLE FOR TIMBER TRANSPORT.
6. OWNER RESERVES THE RIGHT OF FIRST REFUSAL OF ALL SALVAGED ITEMS. UNLESS NOTED OTHERWISE.

DIVISION 03 - CONCRETE:

1. SEE SHEET S001 FOR CONCRETE GENERAL NOTES
2. BROOM FINISH ON STAGE AND BACK OF HOUSE CONCRETE FLOORING.

DIVISION 04 - MASONRY:

1. ARCHITECT TO APPROVE STONE AND MORTAR SELECTION.
2. CONTRACTOR TO PROVIDE STONE MOCK-UP WALL FOR ARCHITECT APPROVAL. MOCK-UP WALL MAY REMAIN AS PART OF THE WORK.
3. MASONRY VENEER TO BE INSTALLED PER MANUFACTURER INSTRUCTIONS AND WARRANTY REQUIREMENTS.

DIVISION 05 - METALS:

1. FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH AISC (MAN) "STEEL CONSTRUCTION MANUAL."
2. WHERE APPLICABLE, ERECT STRUCTURAL STEEL IN COMPLIANCE WITH AISC 303.
3. ALL EXPOSED STEEL CONNECTIONS TO BE SHOP PRIMED AND POWDER-COATED PRIOR TO INSTALLATION.

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES:

1. DIMENSION LUMBER: COMPLY WITH PS 20 AND REQUIREMENTS OF SPECIFIED GRADING AGENCIES.
2. STUD FRAMING, NO. 2 GRADE, S4S.
3. JOIST, RAFTER AND SMALL BEAM FRAMING, NO. 1 GRADE, S4S.
4. SUBFLOORING: EXTERIOR RATED MARINE GRADE PLYWOOD FOR FIXED RISER FLOOR
5. SHEATHING, WITH NON-SLIP POLY COATING, BOD = LIQUID RUBBER TEXTURED DECK COATING
6. ENGINEERED GLULAMS INSTALLED PER MANUFACTURER'S REQUIREMENTS.
7. CEDAR CLADDING, VERTICAL ORIENTED, TONGUE AND GROOVE NICKEL GAP, CLEAR.
8. LAP SIDING, BOD: LP SMARTSIDE, CEDAR TEXTURE.
9. CLADDING ON FIXED RISERS, BOD: 1/2 PVC OR PHENOLIC RESIN PANELS.
10. ALL WALLS WITHIN BACK OF HOUSE (OTHER THAN RESTROOM AND CHANGING ROOMS) TO RECEIVE PROTECTIVE WALL PANELING UP TO 4' , BOD = FIBERGLASS REINFORCED PANEL
11. ADJUSTABLE ANGLE CORNER GUARDS TO BE USED UP TO 4' ON ALL CONVEX CORNERS
12. ROOF SHEATHING, PS 2 TYPE, RATED STRUCTURAL I SHEATHING, EXTERIOR, SPAN RATING 60, 3/4 PERF. CAT.
13. CONTRACTOR TO PROVIDE STRUCTURAL INSULATED PANELS CAPABLE OF WITHSTANDING DESIGN LOADS INCLUDING DEAD LOAD, LIVE LOAD, WIND LOAD AND SEISMIC LOAD. SIPS TO BE INSTALLED IN ACCORDANCE TO MANUFACTURER REQUIREMENTS

GENERAL NOTES - SHEET SPECS

DIVISION 07 - THERMAL AND MOISTURE PROTECTION:

1. FOR ROOF INSULATION: BOD, FIBERGLASS OR MINERAL WOOL BATT INSULATION.
2. AIR BARRIER MATERIALS INSTALLED BEHIND EXTERIOR WALL COVERINGS. PRIMARY MATERIALS INCLUDE MECHANICALLY APPLIED SHEETS; ACCESSORY MATERIALS INCLUDE FLASHING AND SEAM TAPES. BOD, DUPONT TYVEK HOMEWRAP.

DIVISION 08 - OPENINGS:

1. BOD FOR A1, A4, DOORS:CECO DOORS, MEDALLION SERIES, STEEL STIFFENED HOLLOW METAL DOOR
2. BOD FOR A2, A5 DOORS:CECO DOORS, MADERA SERIES, SMOOTH GRAIN, STEEL HOLLOW METAL DOORS
3. BOD FOR A3 DOORS:HOLLOW METAL FRAME WITH HOLLOW CORE WOOD DOOR
4. BOD FOR SF-1 CLERESTORY STOREFRONT WINDOWS:KAWNEER TRIFAB VERSAGLAZE 450

DIVISION 09 - FINISHES:

1. ALL EXPOSED OSB SHEATHING WITHIN BACK OF HOUSE TO BE PRIMED AND PAINTED, COLOR TO BE APPROVED BY ARCHITECT.
2. VINYL WALL BASE IN RESTROOM

DIVISION 10 - SPECIALTIES:

1. CUSTOM COLLAPSIBLE RISERS, BOD - WENGER, VERSALITE SEATED RISERS WITH NATURAL HARDBOARD FLOORING AND SIDE ENCLOSURES

DIVISION 22 - PLUMBING:

1. CONTRACTOR TO PROVIDE ALLOWANCE FOR PIT SUMP AND PUMP CONNECTED TO UNDERDRAIN SYSTEM PER GEOTECH REPORT RECOMMENDATION. TO BE SIZED AND DESIGNED BY PLUMBING ENGINEER.
2. PROVIDE 3/4" HOSE BIB AT NW CORNER ADJACENT TO RESTROOM.
3. CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE FINAL HOOKUP OF THE WATER AND SEWER SERVICE LINES WITH MARQUETTE DPW TO THE PROPOSED BATHROOM FACILITY.
4. SERVICE STUBS FROM THE BUILDING TO BE LOCATED AT NW CORNER ADJACENT TO RESTROOM. CONTRACTOR TO COORIDNATE FINAL LOCATION ONCE SERVICE LINE INSTALL IS COMPLETED. SEE SHEET A1.1, KEYNOTE P4
5. WATER CLOSET: VITREOUS CHINA, ASME A112.19.2, FLOOR MOUNTED, SIPHON JET FLUSH ACTION, CHINA BOLT CAPS. BOWL: 16.5 INCHES HIGH WITH ELONGATED RIM. MANUAL OPERATED FLUSH VALVE. BOD: FLUSH VALVE TOILET: ZURN ONE(R), 1.28 GALLONS PER FLUSH, ELONGATED BOWL, ADA COMPLIANCE, TOP SPUD
6. LAVATORY: VITREOUS CHINA, GRADE A: ASME A112.19.2; WHITE, RECTANGULAR COMMERCIAL-GRADE SINK WITH PREDRILLED HOLES, REAR-CENTER DRAIN, FRONT OVERFLOW, AND HANGER. BOD: ZURN LAVATORY SINK: SINGLE METERING, PUSH BUTTON FAUCET HANDLE, ZURN, Z5350 SERIES STD LAVATORIES

DIVISION 26 - ELECTRICAL:

1. RECESSED LIGHTING:
   A. STAGE LIGHT: GOTHAM ICO ADJ 27/ 85 6ACT20 LD 45 EDXB CRI90 AS B.O.D
   B. STAGE LIGHT: GOTHAM ICO ADJ 27/ 85 6ACT00 LD 45 EDXB CRI90 AS B.O.D.
   C. BACK OF HOUSE LIGHT: GOTHAM, INCITO 6" ADJUSTABLE AS B.O.D.
2. ACCENT LIGHTING:
   A. CEILING WASH: BEGA 84-206 WIDE BEAM FLOODLIGHT AS B.O.D.
   B. LED TAPE LIGHT: SUPERBRIGHTLEDS, 5M LUX SERIES, STW-A30K90-C8L-10U5M-24V AS B.O.D.
3. BACK OF HOUSE UTILITY LIGHT:
   A. 48" FLUSH MOUNTED STRIP LIGHT: LITHONIA, CSS L48 C5K AS B.O.D.
4. LIGHTING CONTROLS: PROVIDE ETC ECHO TOUCH PANEL WITH 1 FOUR CIRCUIT ECHO ROOM CONTROLLER. PROVIDE DMX CONTROL WIRING FOR RECESSED DOWN-LIGHTS AND 0-10V CONTROL WIRING FOR PLIGHTS. PROVIDE DMX INPUT.
5. 200AMP SERVICE UPGRADE BY OWNER
6. WATER-PROOF STAINLESS OUTDOOR RECESSED (CONCRETE) FLOOR BOX, HEX KEY OPEN: BOD, ARNEV PRODUCTS, AP-OB-1-SH OUTDOOR FLOOR BOX
7. WALL MOUNTED OUTDOOR RATED GFCI OUTLET WITH LOCKABLE OUTLET COVER. BOD: VANDAL STOP LOCKABLE OUTLET COVER, SKU# AA-EB-1G-OL

DIVISION 27 - COMMUNICATIONS:

1. OUTDOOR RATED COMPLETE PUBLIC ADDRESS SYSTEM. BOD: PRO ACOUSTICS, ALL-WEATHER OUTDOOR EVENT SOUND SYSTEM, MODEL #: AWSS-4MA12EX2KLR3200

DIVISION 31 - EARTH WORK:

1. SEE SHEET L001 FOR LANDSCAPE GENERAL NOTES

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CIVIL/LA ENGINEER

PROJECT:

PEG HIRVONEN BANDSHELL
PRESQUE ISLE PARK IN MARQUETTE, MI

PRICING SET

KEY PLAN:

NOT FOR CONSRUCTION

Project #: Project Number

Date: 02.11.2025

No.	Purpose of Revision	Date

ARCH. ABBREVIATIONS & SHEET SPEC

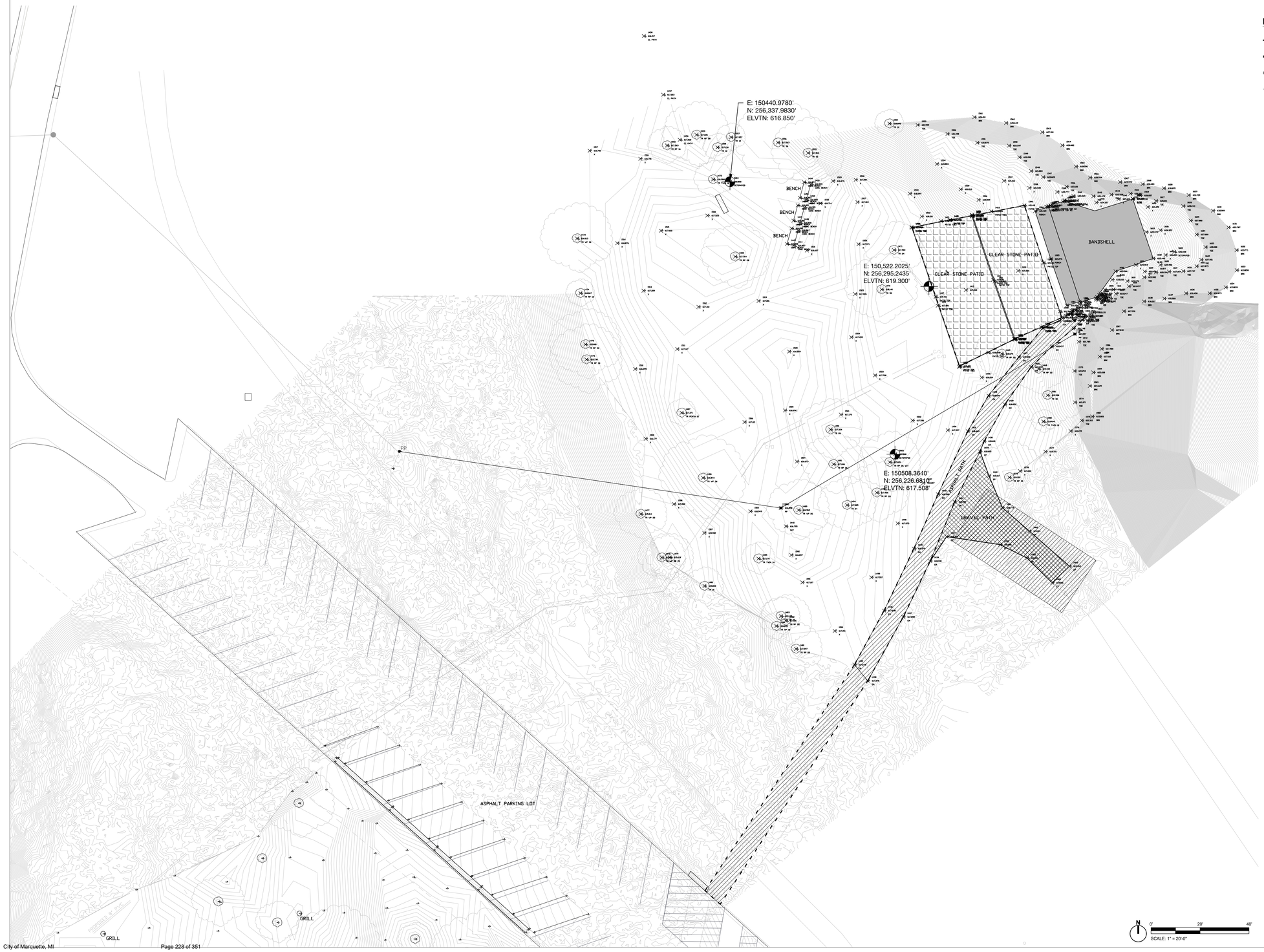
SHEET TITLE

PRICING SET

PHASE

T1.2

SHEET NO.



GENERAL NOTES

1. DO NOT SCALE DRAWINGS.
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LAYOUT DIMENSIONS IN THE FIELD. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT FOR DECISION BEFORE STARTING CONSTRUCTION.
3. STAKE OR FLAG ALL SITE ELEMENTS TO BE CONSTRUCTED IN THE FIELD FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. ALL ANGLES ARE ASSUMED TO BE 90 DEGREES UNLESS OTHERWISE STATED.
5. CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT IF THERE IS ANY CONFLICT BETWEEN THE COORDINATE POINTS AND DIMENSIONS WHEN LAYING OUT IN THE FIELD.
6. SURVEY OF EXISTING CONDITIONS PROVIDED BY CITY OF MARQUETTE
   File reference:
   https://www.dropbox.com/scl/fo/3m88kvw57qrxjffvfmwpm/ALZu LPkhSqH5q6iyO9nOlfl?rlkey=jzb4hoyxhabfkgukwt5qxiy0f&dl=0

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ELVTN: 616.850'

PROJECT CONTROL POINT 2
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ELVTN: 617.508'

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PROJECT:

PEG HIRVONEN BANDSHELL
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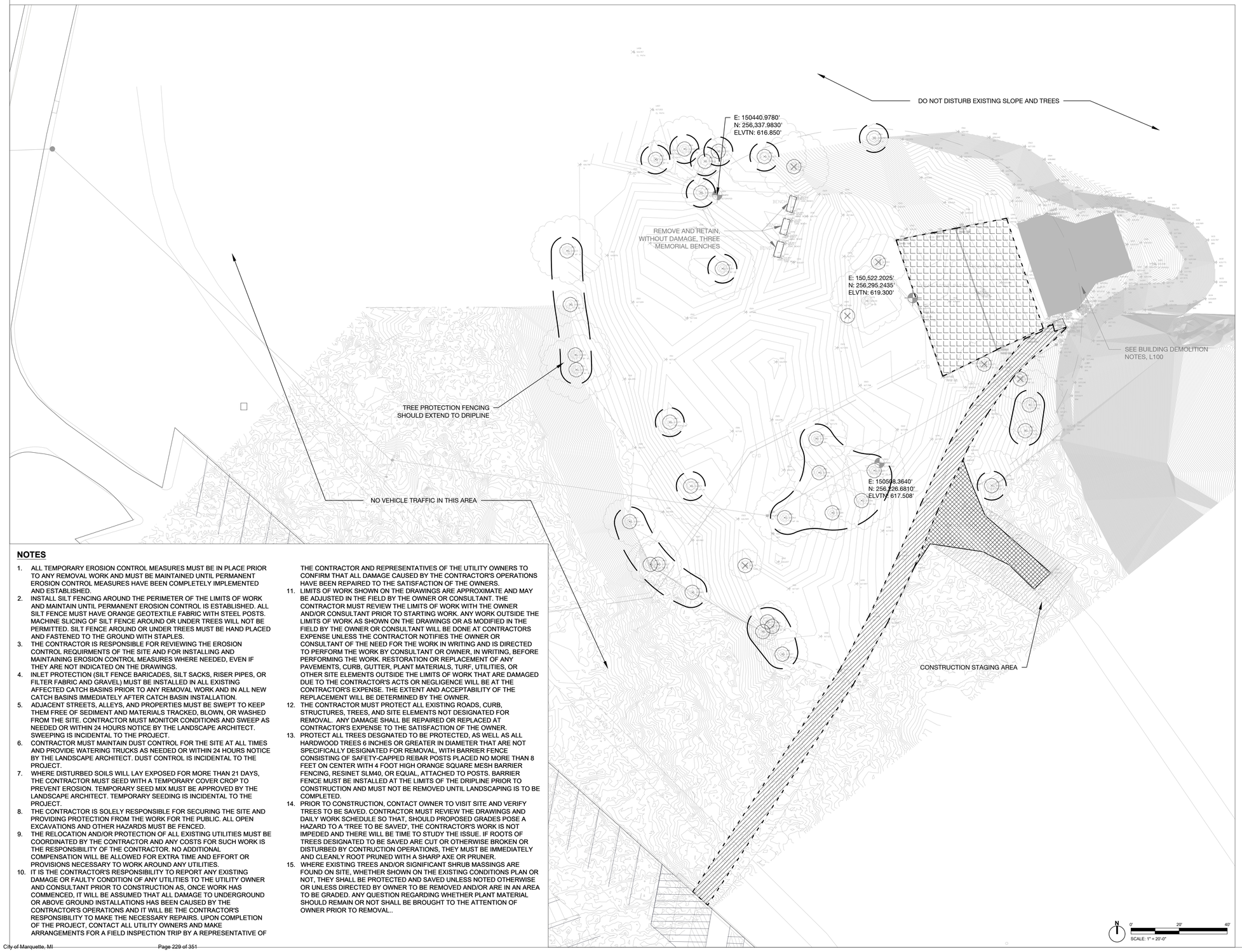
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EXISTING SITE PLAN

SHEET TITLE

Construction Documentation
PHASE

SHEET NO. **L000**



NOTES

1. ALL TEMPORARY EROSION CONTROL MEASURES MUST BE IN PLACE PRIOR TO ANY REMOVAL WORK AND MUST BE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES HAVE BEEN COMPLETELY IMPLEMENTED AND ESTABLISHED.
2. INSTALL SILT FENCING AROUND THE PERIMETER OF THE LIMITS OF WORK AND MAINTAIN UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED. ALL SILT FENCE MUST HAVE ORANGE GEOTEXTILE FABRIC WITH STEEL POSTS. MACHINE SLICING OF SILT FENCE AROUND OR UNDER TREES WILL NOT BE PERMITTED. SILT FENCE AROUND OR UNDER TREES MUST BE HAND PLACED AND FASTENED TO THE GROUND WITH STAPLES.
3. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE EROSION CONTROL REQUIRMENTS OF THE SITE AND FOR INSTALLING AND MAINTAINING EROSION CONTROL MEASURES WHERE NEEDED, EVEN IF THEY ARE NOT INDICATED ON THE DRAWINGS.
4. INLET PROTECTION (SILT FENCE BARICADES, SILT SACKS, RISER PIPES, OR FILTER FABRIC AND GRAVEL) MUST BE INSTALLED IN ALL EXISTING AFFECTED CATCH BASINS PRIOR TO ANY REMOVAL WORK AND IN ALL NEW CATCH BASINS IMMEDIATELY AFTER CATCH BASIN INSTALLATION.
5. ADJACENT STREETS, ALLEYS, AND PROPERTIES MUST BE SWEPT TO KEEP THEM FREE OF SEDIMENT AND MATERIALS TRACKED, BLOWN, OR WASHED FROM THE SITE. CONTRACTOR MUST MONITOR CONDITIONS AND SWEEP AS NEEDED OR WITHIN 24 HOURS NOTICE BY THE LANDSCAPE ARCHITECT. SWEEPING IS INCIDENTAL TO THE PROJECT.
6. CONTRACTOR MUST MAINTAIN DUST CONTROL FOR THE SITE AT ALL TIMES AND PROVIDE WATERING TRUCKS AS NEEDED OR WITHIN 24 HOURS NOTICE BY THE LANDSCAPE ARCHITECT. DUST CONTROL IS INCIDENTAL TO THE PROJECT.
7. WHERE DISTURBED SOILS WILL LAY EXPOSED FOR MORE THAN 21 DAYS, THE CONTRACTOR MUST SEED WITH A TEMPORARY COVER CROP TO PREVENT EROSION. TEMPORARY SEED MIX MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. TEMPORARY SEEDING IS INCIDENTAL TO THE PROJECT.
8. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SECURING THE SITE AND PROVIDING PROTECTION FROM THE WORK FOR THE PUBLIC. ALL OPEN EXCAVATIONS AND OTHER HAZARDS MUST BE FENCED.
9. THE RELOCATION AND/OR PROTECTION OF ALL EXISTING UTILITIES MUST BE COORDINATED BY THE CONTRACTOR AND ANY COSTS FOR SUCH WORK IS THE RESPONSIBILITY OF THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR EXTRA TIME AND EFFORT OR PROVISIONS NECESSARY TO WORK AROUND ANY UTILITIES.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPORT ANY EXISTING DAMAGE OR FAULTY CONDITION OF ANY UTILITIES TO THE UTILITY OWNER AND CONSULTANT PRIOR TO CONSTRUCTION AS, ONCE WORK HAS COMMENCED, IT WILL BE ASSUMED THAT ALL DAMAGE TO UNDERGROUND OR ABOVE GROUND INSTALLATIONS HAS BEEN CAUSED BY THE CONTRACTOR'S OPERATIONS AND IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE NECESSARY REPAIRS. UPON COMPLETION OF THE PROJECT, CONTACT ALL UTILITY OWNERS AND MAKE ARRANGEMENTS FOR A FIELD INSPECTION TRIP BY A REPRESENTATIVE OF THE CONTRACTOR AND REPRESENTATIVES OF THE UTILITY OWNERS TO CONFIRM THAT ALL DAMAGE CAUSED BY THE CONTRACTOR'S OPERATIONS HAVE BEEN REPAIRED TO THE SATISFACTION OF THE OWNERS.
11. LIMITS OF WORK SHOWN ON THE DRAWINGS ARE APPROXIMATE AND MAY BE ADJUSTED IN THE FIELD BY THE OWNER OR CONSULTANT. THE CONTRACTOR MUST REVIEW THE LIMITS OF WORK WITH THE OWNER AND/OR CONSULTANT PRIOR TO STARTING WORK. ANY WORK OUTSIDE THE LIMITS OF WORK AS SHOWN ON THE DRAWINGS OR AS MODIFIED IN THE FIELD BY THE OWNER OR CONSULTANT WILL BE DONE AT CONTRACTORS EXPENSE UNLESS THE CONTRACTOR NOTIFIES THE OWNER OR CONSULTANT OF THE NEED FOR THE WORK IN WRITING AND IS DIRECTED TO PERFORM THE WORK BY CONSULTANT OR OWNER, IN WRITING, BEFORE PERFORMING THE WORK. RESTORATION OR REPLACEMENT OF ANY PAVEMENTS, CURB, GUTTER, PLANT MATERIALS, TURF, UTILITIES, OR OTHER SITE ELEMENTS OUTSIDE THE LIMITS OF WORK THAT ARE DAMAGED DUE TO THE CONTRACTOR'S ACTS OR NEGLIGENCE WILL BE AT THE CONTRACTOR'S EXPENSE. THE EXTENT AND ACCEPTABILITY OF THE REPLACEMENT WILL BE DETERMINED BY THE OWNER.
12. THE CONTRACTOR MUST PROTECT ALL EXISTING ROADS, CURB, STRUCTURES, TREES, AND SITE ELEMENTS NOT DESIGNATED FOR REMOVAL. ANY DAMAGE SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
13. PROTECT ALL TREES DESGNATED TO BE PROTECTED, AS WELL AS ALL HARDWOOD TREES 6 INCHES OR GREATER IN DIAMETER THAT ARE NOT SPECIFICALLY DESIGNATED FOR REMOVAL, WITH BARRIER FENCE CONSISTING OF SAFETY-CAPPED REBAR POSTS PLACED NO MORE THAN 8 FEET ON CENTER WITH 4 FOOT HIGH ORANGE SQUARE MESH BARRIER FENCING, RESINET SLM40, OR EQUAL, ATTACHED TO POSTS. BARRIER FENCE MUST BE INSTALLED AT THE LIMITS OF THE DRIPLINE PRIOR TO CONSTRUCTION AND MUST NOT BE REMOVED UNTIL LANDSCAPING IS TO BE COMPLETED.
14. PRIOR TO CONSTRUCTION, CONTACT OWNER TO VISIT SITE AND VERIFY TREES TO BE SAVED. CONTRACTOR MUST REVIEW THE DRAWINGS AND DAILY WORK SCHEDULE SO THAT, SHOULD PROPOSED GRADES POSE A HAZARD TO A 'TREE TO BE SAVED', THE CONTRACTOR'S WORK IS NOT IMPEDED AND THERE WILL BE TIME TO STUDY THE ISSUE. IF ROOTS OF TREES DESIGNATED TO BE SAVED ARE CUT OR OTHERWISE BROKEN OR DISTURBED BY CONTRUCTION OPERATIONS, THEY MUST BE IMMEDIATELY AND CLEANLY ROOT PRUNED WITH A SHARP AXE OR PRUNER.
15. WHERE EXISTING TREES AND/OR SIGNIFICANT SHRUB MASSINGS ARE FOUND ON SITE, WHETHER SHOWN ON THE EXISTING CONDITIONS PLAN OR NOT, THEY SHALL BE PROTECTED AND SAVED UNLESS NOTED OTHERWISE OR UNLESS DIRECTED BY OWNER TO BE REMOVED AND/OR ARE IN AN AREA TO BE GRADED. ANY QUESTION REGARDING WHETHER PLANT MATERIAL SHOULD REMAIN OR NOT SHALL BE BROUGHT TO THE ATTENTION OF OWNER PRIOR TO REMOVAL..

DEMOLITION AND TREE PROTECTION LEGEND

- PROPERTY LINE
- LIMIT OF WORK
- MATCHLINE
- SETBACK
- PROPOSED BUILDING, SEE ARCH PLAN
- TREE TO BE REMOVED
- TREE PROTECTION FENCE
- TREE TO REMAIN
- EXISTING BUILDING
- EXISTING UTILITY POLE
- EXISTING BENCHES
- PROPOSED TREE
- EXISTING GRAVEL PATH
- EXISTING ASPHALT PATH, REMOVE PAVEMENT TO SUBGRADE
- EXISTING GRAVEL PATIO, REMOVE PAVEMENT TO SUBGRADE

DEMOLITION AND TREE PROTECTION NOTES

1. IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE TO ESTABLISH EXISTING CONDITIONS & REQUIREMENTS FOR THE DEMOLITION OF THE BUILDING.
2. TREES TO BE REMOVED ARE TO BE VERIFIED ON SITE BY LANDSCAPE ARCHITECT PRIOR TO ANY REMOVAL ACTIVITIES.
3. EXISTING TREES AND SHRUBS TO BE PRESERVED ON SITE SHALL BE PROTECTED AGAINST CONSTRUCTION DAMAGE BY CHAIN LINK, CONSTRUCTION FENCING, OR SNOW FENCING. TREE PROTECTION FENCING TO BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY DEMOLITION OR CONSTRUCTION, GRADING, OR CLEARING.
4. TREE PROTECTION FENCING SHALL BE INSTALLED AT THE DRIPLINE OF ALL TREES OR TREE GROUPINGS OF TREES TO REMAIN. PARKING OF VEHICLES OR PERFORMING WORK WITHIN THESE AREAS IS PROHIBITED. THE TREE PROTECTION FENCE SHALL REMAIN DURING CONSTRUCTION.
5. FOR ANY TREES IN THE R.O.W. OR ON ADJACENT PROPERTIES SHALL BE PROTECTED IN ACCORDANCE WITH THE CITY'S STANDARDS AND ORDINANCES.
6. NO MATERIALS, VEHICLES, MACHINERY OR HEAVY EQUIPMENT SHOULD BE STORED OR USED WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN. IF IT IS NECESSARY TO MOVE EQUIPMENT UNDER DRIPLINE IN ORDER TO COMPLETE CONSTRUCTION, CONSULT LANDSCAPE ARCHITECT PRIOR TO REMOVING TREE PROTECTION FENCING IN ORDER TO ENACT ALTERNATIVE TREE PROTECTION MEASURES.

BUILDING DEMOLITION NOTES

1. CONTRACTOR TO NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES WITH EXISTING CONDITIONS BEFORE EXECUTING THE WORK.
2. ALL HEAVY TIMBER BEAMS AND COLUMNS OF EXISTING BANDSHELL STRUCTURE TO BE SALVAGED AND RETAINED BY OWNER FOR FUTURE USE. COLUMNS AND BEAMS TO BE STORED ON TENNIS COURTS ON WEST SIDE OF ISLAND. CONTRACTOR IS RESPONSIBLE FOR TIMBER TRANSPORT.
3. OWNER RESERVES THE RIGHT OF FIRST REFUSAL OF ALL SALVAGED ITEMS. UNLESS NOTED OTHERWISE.

GENERAL NOTES

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2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LAYOUT DIMENSIONS IN THE FIELD. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT FOR DECISION BEFORE STARTING CONSTRUCTION.
3. STAKE OR FLAG ALL SITE ELEMENTS TO BE CONSTRUCTED IN THE FIELD FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. ALL ANGLES ARE ASSUMED TO BE 90 DEGREES UNLESS OTHERWISE STATED.
5. CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT IF THERE IS ANY CONFLICT BETWEEN THE COORDINATE POINTS AND DIMENSIONS WHEN LAYING OUT IN THE FIELD.
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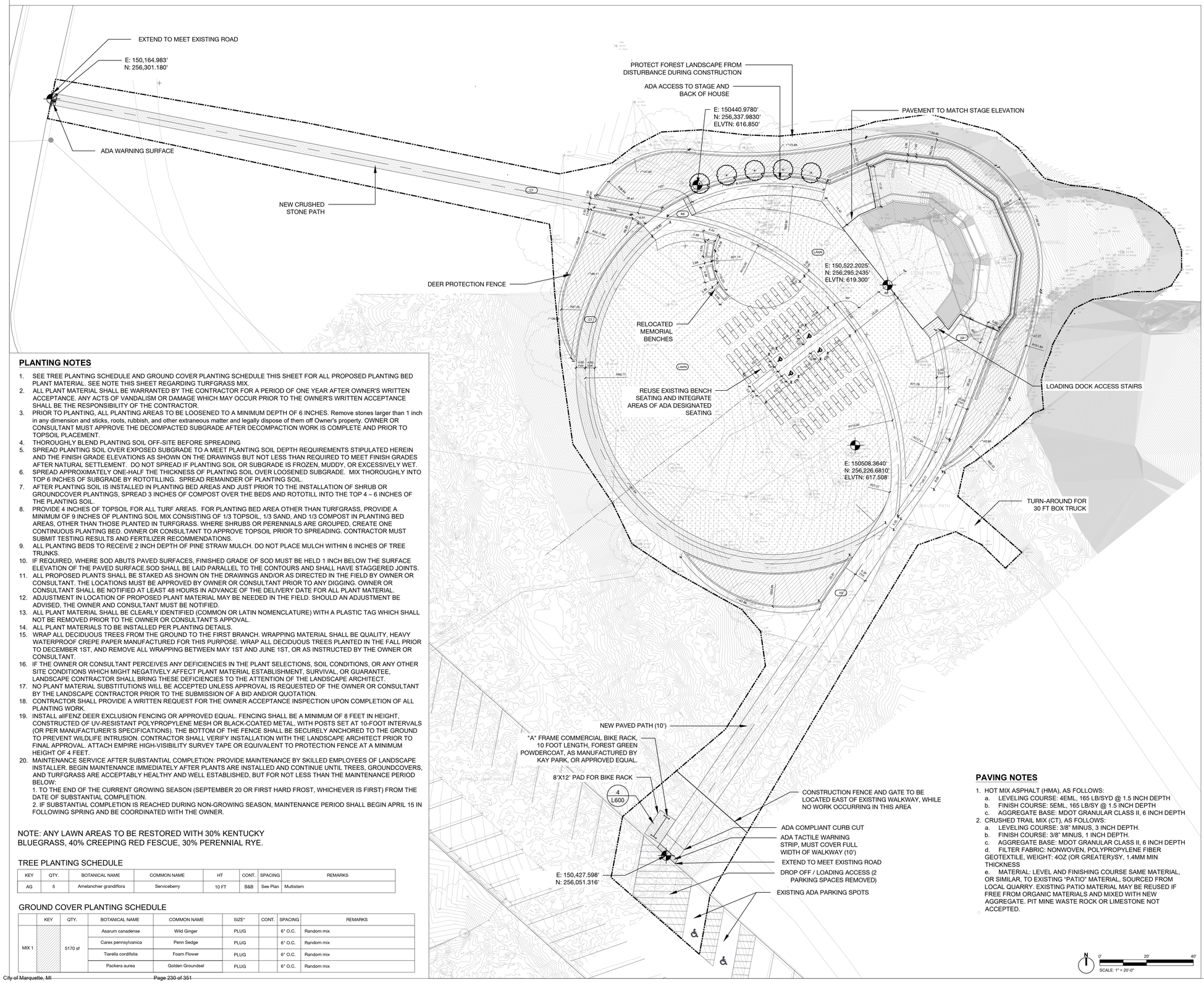
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TREE PROTECTION AND DEMO PLAN

SHEET TITLE

Construction Documentation
PHASE

SHEET NO. **L001**



PLANTING NOTES

1. SEE TREE PLANTING SCHEDULE AND GROUND COVER PLANTING SCHEDULE THIS SHEET FOR ALL PROPOSED PLANTING BED PLANT MATERIAL. SEE NOTE THIS SHEET REGARDING TURFGRASS MIX.
2. ALL PLANT MATERIAL SHALL BE WARRANTED BY THE CONTRACTOR FOR A PERIOD OF ONE YEAR AFTER OWNER'S WRITTEN ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO THE OWNER'S WRITTEN ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. PRIOR TO PLANTING, ALL PLANTING AREAS TO BE LOOSENED TO A MINIMUM DEPTH OF 6 INCHES. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property. OWNER OR CONSULTANT MUST APPROVE THE DECOMPACTED SUBGRADE AFTER DECOMPACTION WORK IS COMPLETE AND PRIOR TO TOPSOIL PLACEMENT.
4. THOROUGHLY BLEND PLANTING SOIL OFF-SITE BEFORE SPREADING
5. SPREAD PLANTING SOIL OVER EXPOSED SUBGRADE TO A MEET PLANTING SOIL DEPTH REQUIREMENTS STIPULATED HEREIN AND THE FINISH GRADE ELEVATIONS AS SHOWN ON THE DRAWINGS BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
6. SPREAD APPROXIMATELY ONE-HALF THE THICKNESS OF PLANTING SOIL OVER LOOSENED SUBGRADE. MIX THOROUGHLY INTO TOP 6 INCHES OF SUBGRADE BY ROTOTILLING. SPREAD REMAINDER OF PLANTING SOIL.
7. AFTER PLANTING SOIL IS INSTALLED IN PLANTING BED AREAS AND JUST PRIOR TO THE INSTALLATION OF SHRUB OR GROUNDCOVER PLANTINGS, SPREAD 3 INCHES OF COMPOST OVER THE BEDS AND ROTOTILL INTO THE TOP 4 – 6 INCHES OF THE PLANTING SOIL.
8. PROVIDE 4 INCHES OF TOPSOIL FOR ALL TURF AREAS. FOR PLANTING BED AREA OTHER THAN TURFGRASS, PROVIDE A MINIMUM OF 9 INCHES OF PLANTING SOIL MIX CONSISTING OF 1/3 TOPSOIL, 1/3 SAND, AND 1/3 COMPOST IN PLANTING BED AREAS, OTHER THAN THOSE PLANTED IN TURFGRASS. WHERE SHRUBS OR PERENNIALS ARE GROUPED, CREATE ONE CONTINUOUS PLANTING BED. OWNER OR CONSULTANT TO APPROVE TOPSOIL PRIOR TO SPREADING. CONTRACTOR MUST SUBMIT TESTING RESULTS AND FERTILIZER RECOMMENDATIONS.
9. ALL PLANTING BEDS TO RECEIVE 2 INCH DEPTH OF PINE STRAW MULCH. DO NOT PLACE MULCH WITHIN 6 INCHES OF TREE TRUNKS.
10. IF REQUIRED, WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD MUST BE HELD 1 INCH BELOW THE SURFACE ELEVATION OF THE PAVED SURFACE.SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS.
11. ALL PROPOSED PLANTS SHALL BE STAKED AS SHOWN ON THE DRAWINGS AND/OR AS DIRECTED IN THE FIELD BY OWNER OR CONSULTANT. THE LOCATIONS MUST BE APPROVED BY OWNER OR CONSULTANT PRIOR TO ANY DIGGING. OWNER OR CONSULTANT SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF THE DELIVERY DATE FOR ALL PLANT MATERIAL.
12. ADJUSTMENT IN LOCATION OF PROPOSED PLANT MATERIAL MAY BE NEEDED IN THE FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE OWNER AND CONSULTANT MUST BE NOTIFIED.
13. ALL PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED (COMMON OR LATIN NOMENCLATURE) WITH A PLASTIC TAG WHICH SHALL NOT BE REMOVED PRIOR TO THE OWNER OR CONSULTANT'S APPOVAL.
14. ALL PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.
15. WRAP ALL DECIDUOUS TREES FROM THE GROUND TO THE FIRST BRANCH. WRAPPING MATERIAL SHALL BE QUALITY, HEAVY WATERPROOF CREPE PAPER MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO DECEMBER 1ST, AND REMOVE ALL WRAPPING BETWEEN MAY 1ST AND JUNE 1ST, OR AS INSTRUCTED BY THE OWNER OR CONSULTANT.
16. IF THE OWNER OR CONSULTANT PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS, OR ANY OTHER SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT MATERIAL ESTABLISHMENT, SURVIVAL, OR GUARANTEE, LANDSCAPE CONTRACTOR SHALL BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
17. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE OWNER OR CONSULTANT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.
18. CONTRACTOR SHALL PROVIDE A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION UPON COMPLETION OF ALL PLANTING WORK.
19. INSTALL allFENZ DEER EXCLUSION FENCING OR APPROVED EQUAL. FENCING SHALL BE A MINIMUM OF 8 FEET IN HEIGHT, CONSTRUCTED OF UV-RESISTANT POLYPROPYLENE MESH OR BLACK-COATED METAL, WITH POSTS SET AT 10-FOOT INTERVALS (OR PER MANUFACTURER'S SPECIFICATIONS). THE BOTTOM OF THE FENCE SHALL BE SECURELY ANCHORED TO THE GROUND TO PREVENT WILDLIFE INTRUSION. CONTRACTOR SHALL VERIFY INSTALLATION WITH THE LANDSCAPE ARCHITECT PRIOR TO FINAL APPROVAL. ATTACH EMPIRE HIGH-VISIBILITY SURVEY TAPE OR EQUIVALENT TO PROTECTION FENCE AT A MINIMUM HEIGHT OF 4 FEET.
20. MAINTENANCE SERVICE AFTER SUBSTANTIAL COMPLETION: PROVIDE MAINTENANCE BY SKILLED EMPLOYEES OF LANDSCAPE INSTALLER. BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTS ARE INSTALLED AND CONTINUE UNTIL TREES, GROUNDCOVERS, AND TURFGRASS ARE ACCEPTABLY HEALTHY AND WELL ESTABLISHED, BUT FOR NOT LESS THAN THE MAINTENANCE PERIOD BELOW:
    1. TO THE END OF THE CURRENT GROWING SEASON (SEPTEMBER 20 OR FIRST HARD FROST, WHICHEVER IS FIRST) FROM THE DATE OF SUBSTANTIAL COMPLETION.
    2. IF SUBSTANTIAL COMPLETION IS REACHED DURING NON-GROWING SEASON, MAINTENANCE PERIOD SHALL BEGIN APRIL 15 IN FOLLOWING SPRING AND BE COORDINATED WITH THE OWNER.

NOTE: ANY LAWN AREAS TO BE RESTORED WITH 30% KENTUCKY BLUEGRASS, 40% CREEPING RED FESCUE, 30% PERENNIAL RYE.

TREE PLANTING SCHEDULE

KEY	QTY.	BOTANICAL NAME	COMMON NAME	HT	CONT.	SPACING	REMARKS
AG	5	Amelanchier grandiflora	Serviceberry	10 FT	B&B	See Plan	Multistem

GROUND COVER PLANTING SCHEDULE

	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE*	CONT.	SPACING	REMARKS
MIX 1		5170 sf	Asarum canadense	Wild Ginger	PLUG		6" O.C.	Random mix
			Carex pennsylvanica	Penn Sedge	PLUG		6" O.C.	Random mix
			Tiarella cordifolia	Foam Flower	PLUG		6" O.C.	Random mix
			Packera aurea	Golden Groundsel	PLUG		6" O.C.	Random mix

PAVING NOTES

1. HOT MIX ASPHALT (HMA), AS FOLLOWS:
    a. LEVELING COURSE: 4EML, 165 LB/SYD @ 1.5 INCH DEPTH
    b. FINISH COURSE: 5EML, 165 LB/SY @ 1.5 INCH DEPTH
    c. AGGREGATE BASE: MDOT GRANULAR CLASS II, 6 INCH DEPTH
2. CRUSHED TRAIL MIX (CT), AS FOLLOWS:
    a. LEVELING COURSE: 3/8" MINUS, 3 INCH DEPTH.
    b. FINISH COURSE: 3/8" MINUS, 1 INCH DEPTH.
    c. AGGREGATE BASE: MDOT GRANULAR CLASS II, 6 INCH DEPTH
    d. FILTER FABRIC: NONWOVEN, POLYPROPYLENE FIBER GEOTEXTILE, WEIGHT: 4OZ (OR GREATER)/SY, 1.4MM MIN THICKNESS
    e. MATERIAL: LEVEL AND FINISHING COURSE SAME MATERIAL, OR SIMILAR, TO EXISTING "PATIO" MATERIAL, SOURCED FROM LOCAL QUARRY. EXISTING PATIO MATERIAL MAY BE REUSED IF FREE FROM ORGANIC MATERIALS AND MIXED WITH NEW AGGREGATE. PIT MINE WASTE ROCK OR LIMESTONE NOT ACCEPTED.

GENERAL LEGEND

- PROPERTY LINE
- LIMIT OF WORK
- MATCHLINE
- SETBACK
- DEER PROTECTION FENCE
- CENTERLINE
- SECTION (3 / SH9)
- DETAIL CALLOUT (3 / SH9)
- MATERIAL CALLOUT (XX)
- ELEVATION BENCHMARK
- DIMENSION (0'-00")
- ALIGN ELEMENT (ALIGN)
- PROPOSED TREE
- EXISTING TREE

MATERIAL LEGEND

- PROPOSED BUILDING, SEE ARCH PLAN
- AS — ASPHALT PAVING (2 / L600)
- TM — CRUSHED TRAIL MIX (1 / L600)
- LAWN — LAWN
- GRV — GRAVEL
- PA — PLANTING AREA - 5300 SQFT
- CONC — CONCRETE PAVING, PEDESTRIAN

GENERAL NOTES

1. DO NOT SCALE DRAWINGS.
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LAYOUT DIMENSIONS IN THE FIELD. REPORT ANY DISCREPANCIES TO LANDSCAPE ARCHITECT FOR DECISION BEFORE STARTING CONSTRUCTION.
3. STAKE OR FLAG ALL SITE ELEMENTS TO BE CONSTRUCTED IN THE FIELD FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
4. ALL ANGLES ARE ASSUMED TO BE 90 DEGREES UNLESS OTHERWISE STATED.
5. CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT IF THERE IS ANY CONFLICT BETWEEN THE COORDINATE POINTS AND DIMENSIONS WHEN LAYING OUT IN THE FIELD.
6. SURVEY OF EXISTING CONDITIONS PROVIDED BY CITY OF MARQUETTE
   File reference:
   https://www.dropbox.com/scl/fo/3m88kvw57qrxjffvfmwpm/ALZu LPkhSqH5q6iyO9nOlfI?rlkey=jzb4hoyxhabfkgukwt5qxiy0f&dl=0

PROJECT CONTROL POINT 1
E: 150440.9780'
N: 256,337.9830'
ELVTN: 616.850'

PROJECT CONTROL POINT 2
E: 150508.3640'
N: 256,226.6810'
ELVTN: 617.508'

SEEDING NOTES

1. ALL SEEDED AREAS SHALL BE WARRANTED BY THE CONTRACTOR FOR A PERIOD OF TWO YEARS AFTER OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO THE OWNER'S WRITTEN ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. SEED ALL AREAS DISTURBED BY CONTRACT AND SPECIFICALLY DESIGNATED AS STRUCTURE, HARD SURFACE/ PAVEMENT, OR LANDSCAPE PLANTING BEDS.
3. TURFGRASS SEEDING MAY OCCUR MAY 1 THROUGH SEPTEMBER 20. THE SEEDING CONTRACTOR MUST NOTIFY THE LANDSCAPE ARCHITECT OF THE PROPOSED SEEDING START DATE OF A MINIMUM OF ONE WEEK PRIOR TO SEEDING.
4. NO SEEDING MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS THE LANDSCAPE CONTRACTOR, PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION, REQUESTS APPROVAL OF THE OWNER OR CONSULTANT.
5. THE SEEDING CONTRACTOR SHALL KEEP NEWLY SEEDED AREAS WATERED FOR A MINIMUM OF FOUR WEEKS OR UNTIL SEED IS ESTABLISHED. SPRING SEEDING COMPLETED AFTER MAY 15TH MUST BE WATERED BY THE CONTRACTOR FOR AT LEAST 4 WEEKS, OR UNTIL AUGUST 15TH, WHICHEVER IS LONGER. THE SEEDING CONTRACTOR MUST ALSO PROVIDE THE OWNER WITH A BID FOR INDIVIDUAL WATERING APPLICATIONS WITHIN THE TWO YEAR WARRANTY PERIOD FOR POTENTIAL WATERING DURING UNUSUALLY DRY PERIODS.

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St. Paul, MN 55114
Matt Tucker
781.879.7233
CIVIL/LA ENGINEER

PROJECT:

PEG HIRVONEN BANDSHELL
PRESQUE ISLE PARK, MARQUETTE, MI

PRICING SET

KEY PLAN:

NOT FOR CONSRUCTION

Project #: 202X000

Date: Project Issue Date

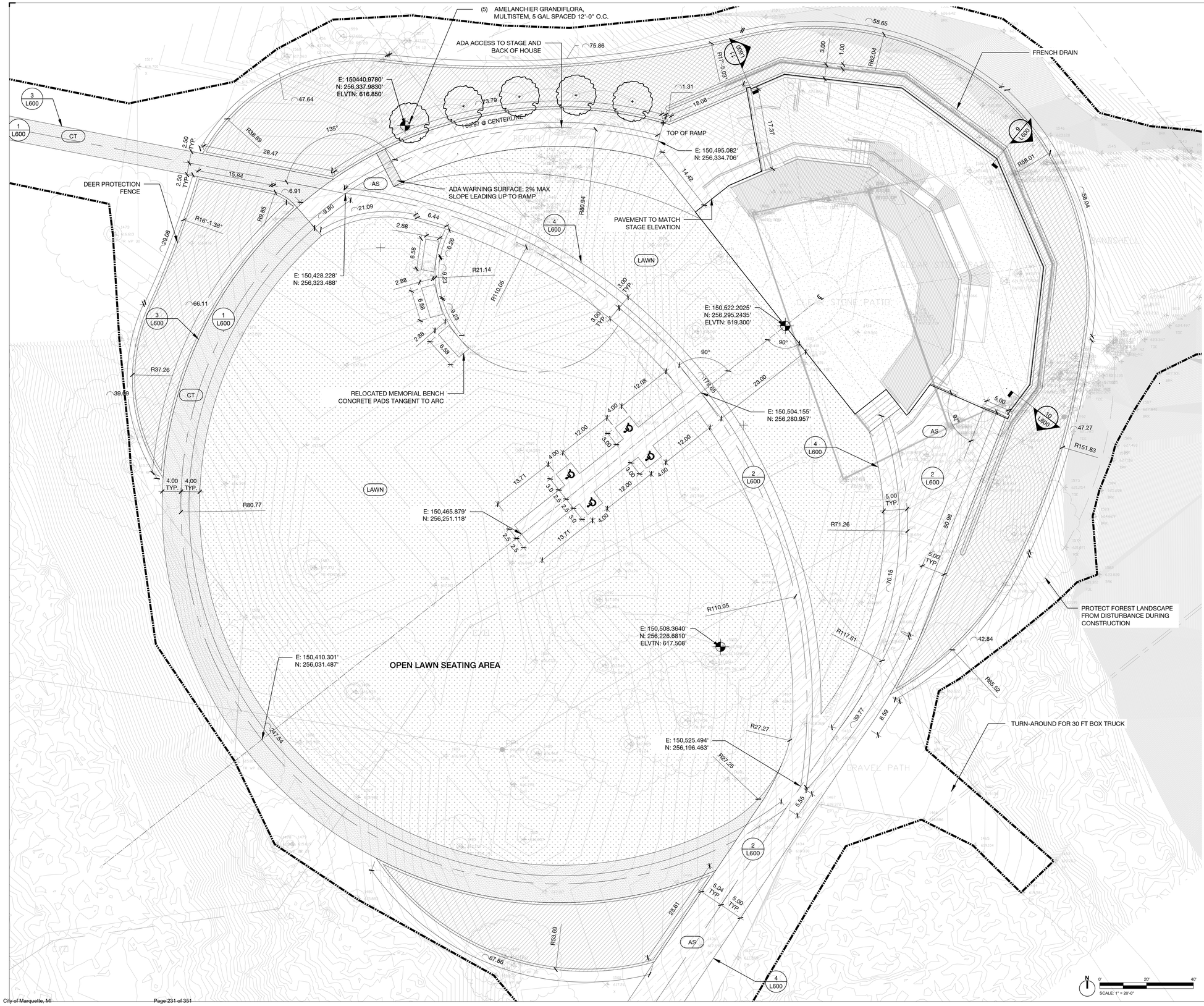
No.	Purpose of Revision	Date

OVERALL SITE PLAN

SHEET TITLE

Construction Documentation
PHASE

SHEET NO. **L100**



GENERAL LEGEND

- PROPERTY LINE
- LIMIT OF WORK
- MATCHLINE
- SETBACK
- DEER PROTECTION FENCE
- CENTERLINE
- SECTION
- DETAIL CALLOUT
- MATERIAL CALLOUT
- ELEVATION BENCHMARK
- DIMENSION
- ALIGN ELEMENT
- PROPOSED TREE
- EXISTING TREE

MATERIAL LEGEND

- PROPOSED BUILDING, SEE ARCH PLAN
- AS — ASPHALT PAVING — 2 L600
- TM — CRUSHED TRAIL MIX — 1 L600
- LAWN — LAWN
- GRV — GRAVEL
- PA — PLANTING AREA - 5300 SQFT
- CONC — CONCRETE PAVING, PEDESTRIAN

GENERAL NOTES

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6. SURVEY OF EXISTING CONDITIONS PROVIDED BY CITY OF MARQUETTE
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PROJECT CONTROL POINT 2
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SCALE: 1" = 20'-0"

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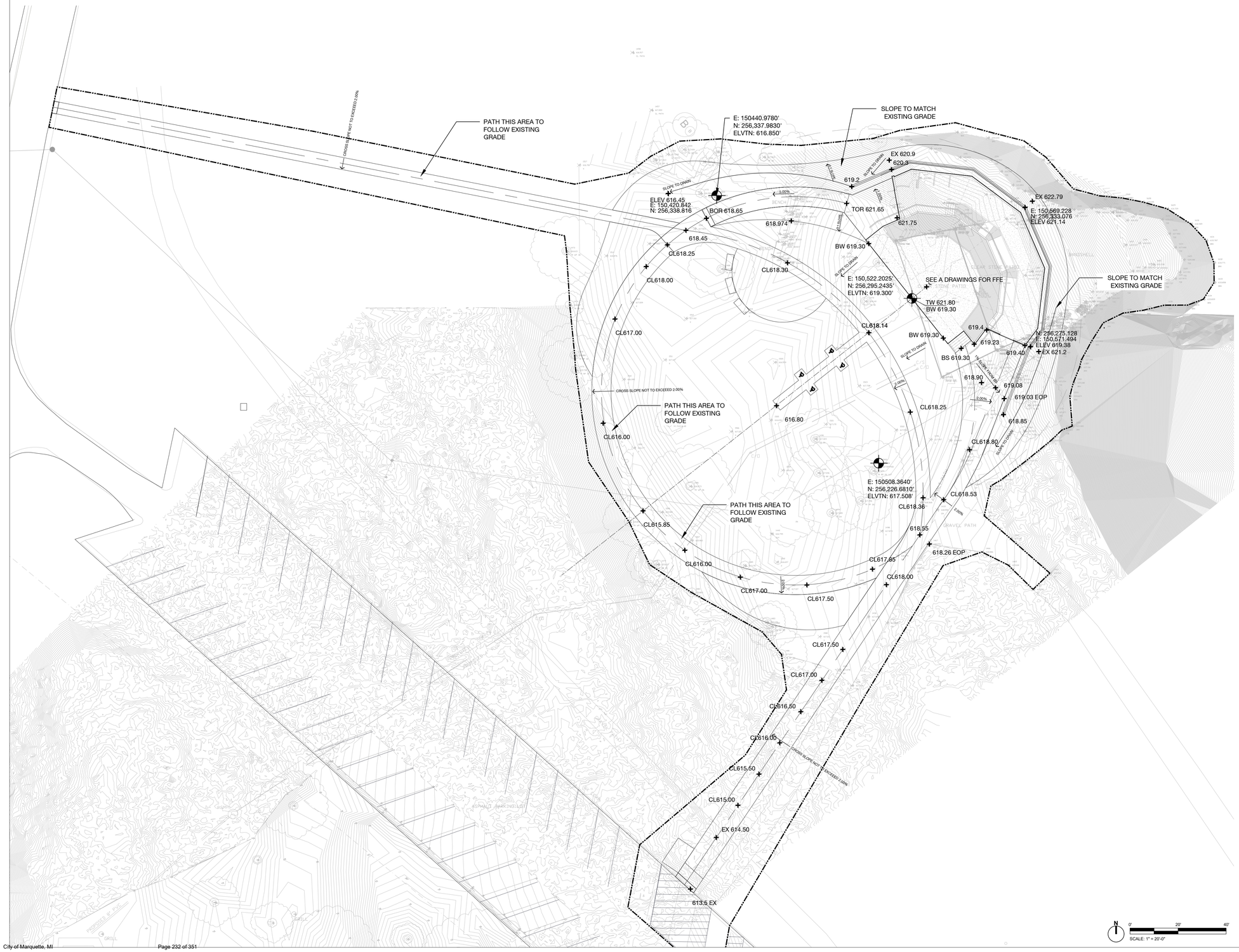
CENTRAL LAYOUT PLAN

SHEET TITLE

Construction Documentation

PHASE

SHEET NO. **L110**



GRADING PLAN LEGEND

(XX.XX) +	EXISTING SPOT ELEVATION
XX.XX +	PROPOSED SPOT ELEVATION
0.00% →	DIRECTION OF SURFACE FLOW
XX.XX / XX.XX +	T/B SPOT ELEVATION
FFE XXX	FINISHED FLOOR ELEVATION

BC	BOTTOM OF CURB
BS	BOTTOM OF STEPS
BW	BOTTOM OF WALL
CB	CATCH BASIN
CO	CLEAN OUT
DI	DRAIN INLET
FF	FINISH FLOOR
FG	FINISHED GRADE
FS	FINISHED SURFACE
HP	HIGH POINT
INV	INVERT ELEVATION
MH	MANHOLE
RIM	RIM ELEVATION
TOR	TOP OF RAMP
BOR	BOTTOM OF RAMP
TC	TOP OF CURB
TF	TOP OF FOOTING
TG	TOP OF GRATE
TP	TOP OF PAVING
TS	TOP OF STEPS
TW	TOP OF WALL

GRADING NOTES

1. PROVIDE AND MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AT ALL TIMES.
2. ALL DESIGN PROPOSED ELEVATIONS INDICATED ARE TO FINISH GRADE UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL ACCOUNT FOR ALL IMPORTED SURFACE AND PLANTING MATERIALS IN DETERMINING EARTHWORK REQUIREMENTS.
4. GRADING OPERATIONS MUST MINIMIZE THE POTENTIAL FOR EROSION.
5. NO GRADING, STOCKPILING OF MATERIALS, OR STAGING IS PERMITTED OUTSIDE THE LIMITS OF WORK.
6. IN AREAS OF BUILDING, UTILITY, PAVEMENT, OR LANDSCAPE IMPROVEMENTS, PRIOR TO ROUGH GRADING, THE CONTRACTOR MUST REMOVE ALL TOPSOIL IN AREAS TO BE DISTURBED AND STOCKPILE ON SITE FOR FUTURE USE. EXCESS TOPSOIL MUST BE REMOVED FROM THE SITE AFTER FINISH GRADING AT THE CONTRACTOR'S EXPENSE.
7. TOPSOIL COMPACTED BY CONSTRUCTION TRAFFIC IN LANDSCAPE PLANTING AREAS SHALL BE LOOSENED, OR REPLACED IF REQUIRED, UNDER THE DIRECTION OF OWNER.

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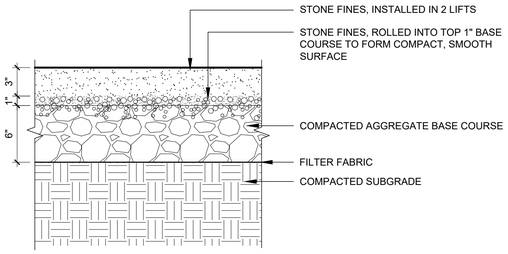
No.	Purpose of Revision	Date

SITE GRADING PLAN

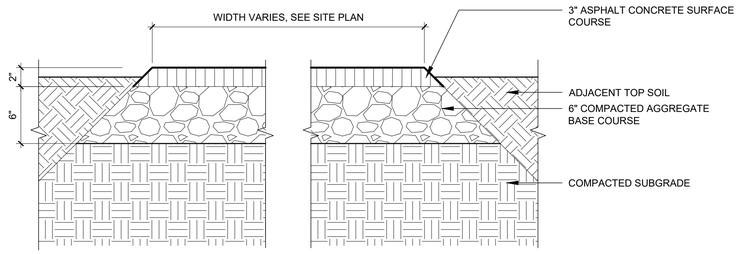
SHEET TITLE

Construction Documentation
PHASE

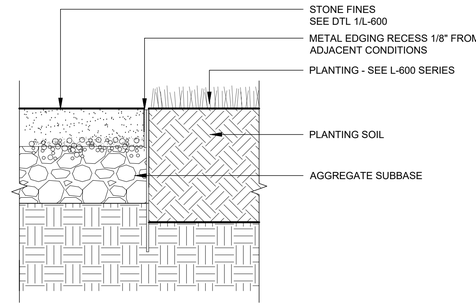
SHEET NO. **L200**



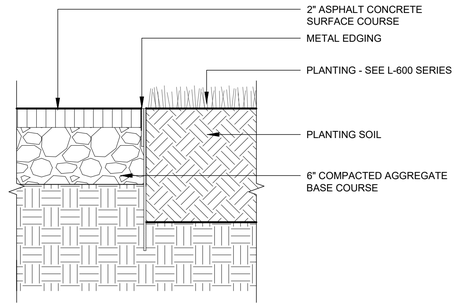
1 Crushed Trail Mix Detail
1 1/2" = 1'-0"



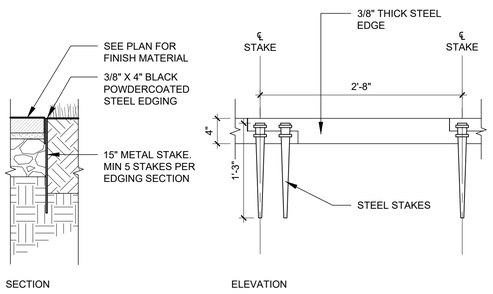
2 Asphalt Paving Detail
1 1/2" = 1'-0"



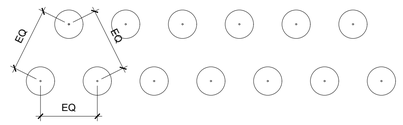
3 Planting at Decomposed Granite Detail
1 1/2" = 1'-0"



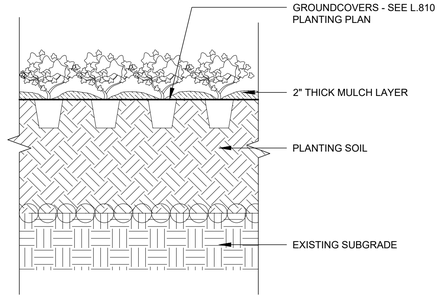
4 Planting at Decomposed Granite Detail
1 1/2" = 1'-0"



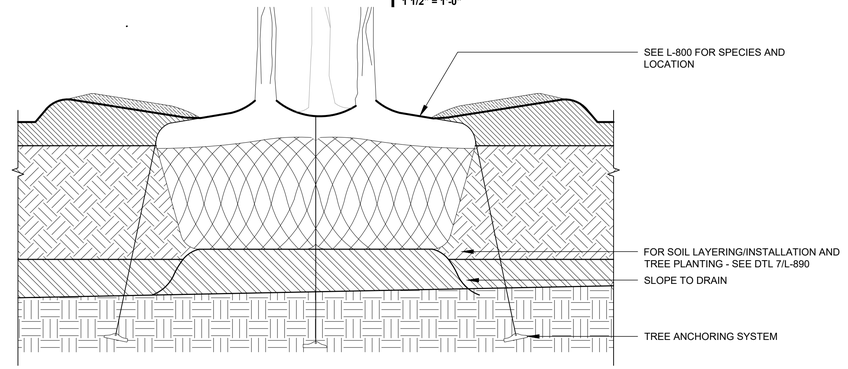
5 Metal Edge Detail Typ.
1" = 1'



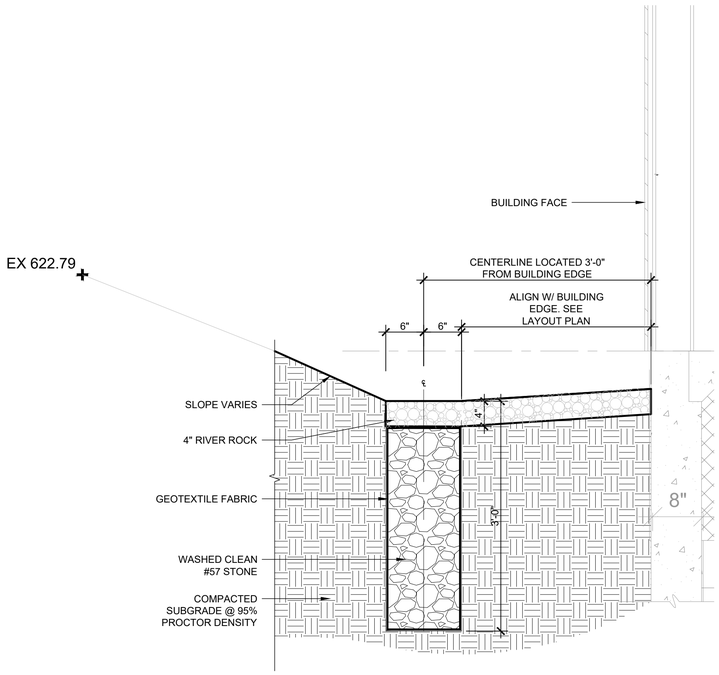
6 Plant Spacing Detail
1 1/2" = 1'-0"



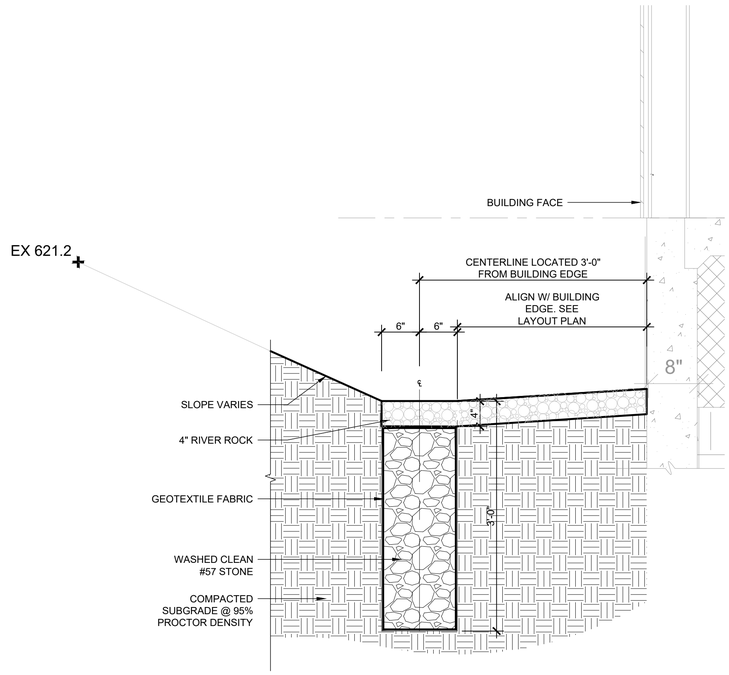
7 Groundcover Planting Detail
1 1/2" = 1'-0"



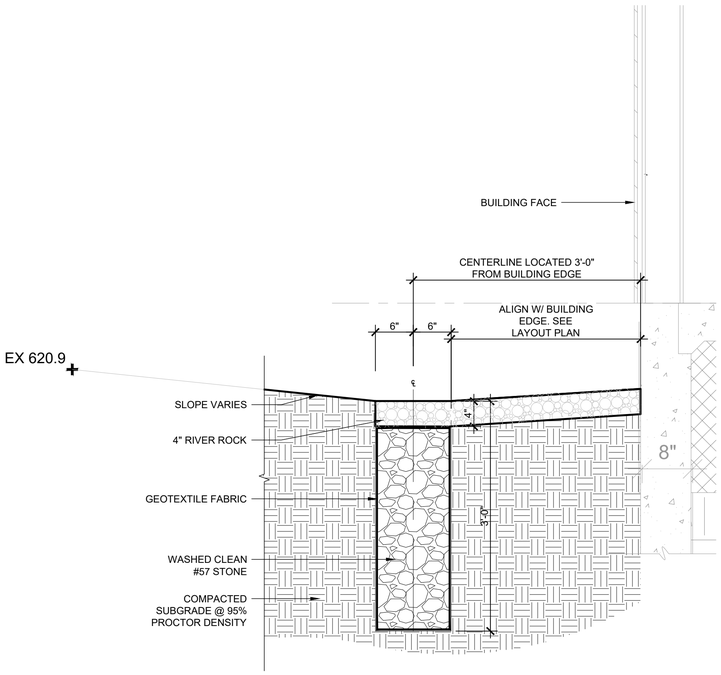
8 Multistem Tree Planting Detail
3/4" = 1'



9 Drip Strip at Building CL
1" = 1'



10 Drip Strip at Building Loading Dock
1" = 1'



11 Drip Strip at Building Restroom
1" = 1'

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PEG HIRVONEN BANDSHELL
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PRICING SET

KEY PLAN:

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Project #: 202X000

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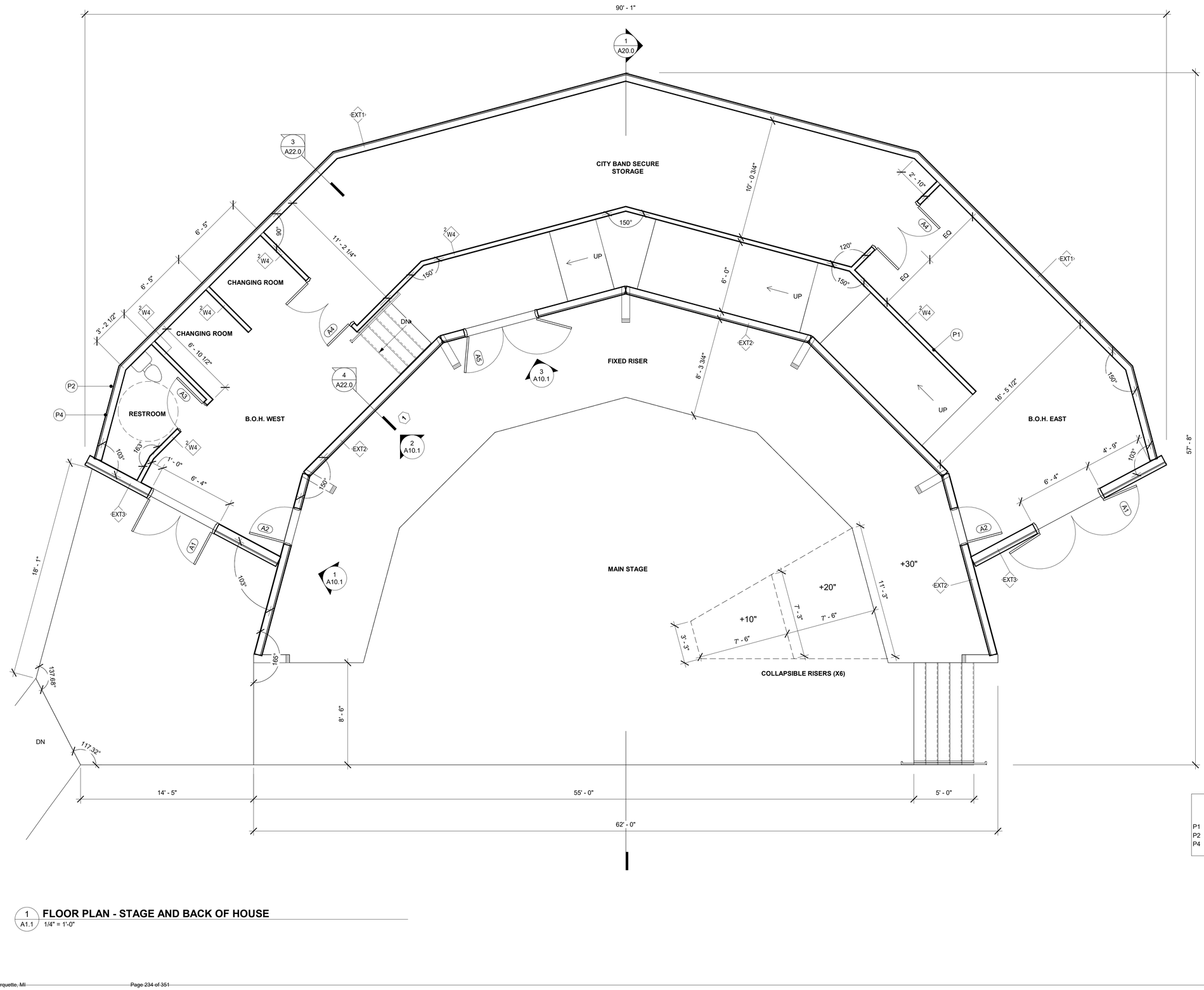
No.	Purpose of Revision	Date

SITE DETAILS

SHEET TITLE

Construction Documentation
PHASE

SHEET NO. **L600**



1 FLOOR PLAN - STAGE AND BACK OF HOUSE
1/4" = 1'-0"

GENERAL NOTES - STAGE AND BACK OF HOUSE

1. ALL EXPOSED OSB SHEATHING WITHIN BACK OF HOUSE TO BE PRIMED AND PAINTED, COLOR TBD
2. ALL WALLS WITHIN BACK OF HOUSE (OTHER THAN RESTROOM AND CHANGING ROOMS) TO RECEIVE PROTECTIVE WALL PANELING UP TO 4' , BOD = FIBERGLASS REINFORCED PANEL
3. ADJUSTABLE ANGLE CORNER GUARDS TO BE USED UP TO 4' ON ALL CONVEX CORNERS
4. MARINE GRADE PLYWOOD FOR FIXED RISER FLOOR SHEATHING, WITH NON-SLIP POLY COATING, BOD = LIQUID RUBBER TEXTURED DECK COATING
5. COLLAPSIBLE RISERS, BOD - WENGER, VERSALITE SEATED RISERS WITH NATURAL HARDBOARD FLOORING AND SIDE ENCLOSURES
6. BROOM FINISH APPLIED TO ALL CONCRETE FLOORING

KEYNOTES - PLAN

P1	PARTIAL HEIGHT WALL ALONG RAMP W/ PROTECTIVE CLADDING
P2	ADD 3/4" THREADED HOSE BIB ADJACENT TO RESTROOM
P4	LOCATION OF SERVICE STUB OUTS. FINAL LOCATION TO BE COORDINATED WITH MARQUETTE DPW ONCE PUBLIC SERVICE LINES ARE INSTALLED.

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FIRST LEVEL PLAN

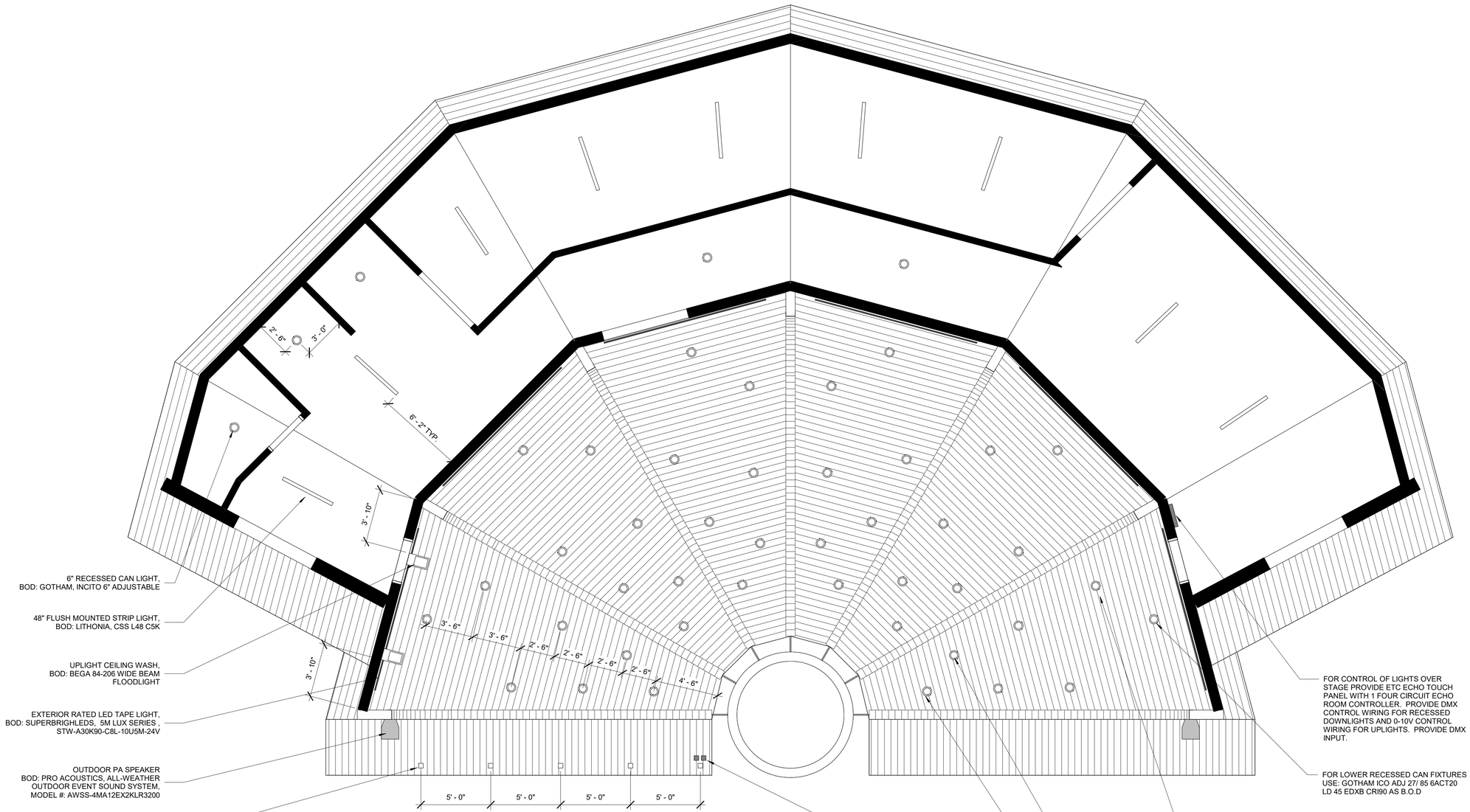
SHEET TITLE

PRICING SET

PHASE

A1.1

SHEET NO.



1 A3.1 **REFLECTED CEILING PLAN**
1/4" = 1'-0"

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FIRST LEVEL REFLECTED CEILING PLAN

SHEET TITLE

PRICING SET

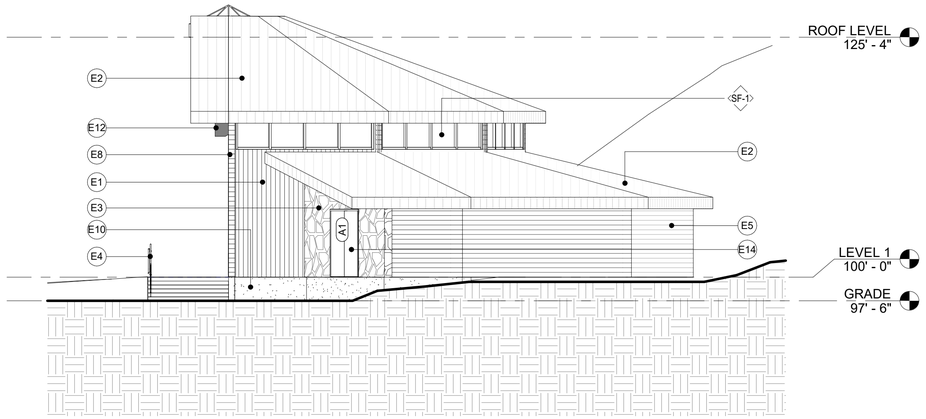
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A3.1

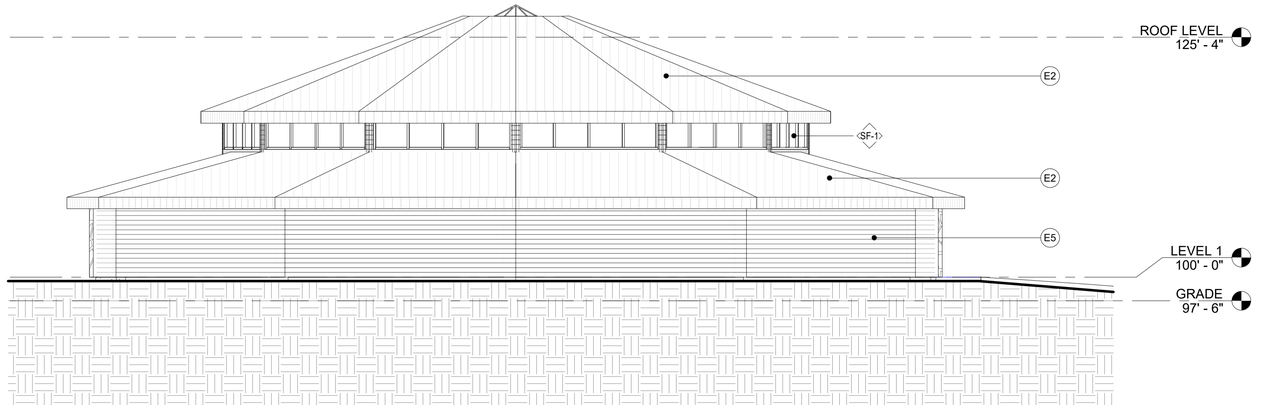
SHEET NO.

KEYNOTES - EXTERIOR MATERIAL

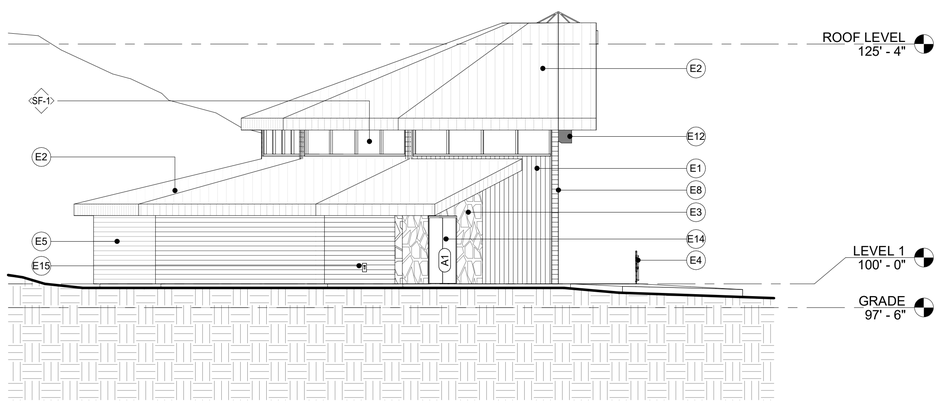
E1	VERTICAL CEDAR TONGUE AND GROOVE NICKEL GAP CLADDING
E2	STANDING SEAM METAL ROOF, BOD: HOLCIM ELEVATE UC-3
E3	STONE VENER CLADDING, BOD: MASON'S MARK, GRAPHITE COUNTRY NATURAL STONE
E4	STEEL CABLE GUARD RAIL WITH POWDERCOATED ALUM TOP RAIL
E5	LAP SIDING, BOD: LP SMARTSIDE, CEDAR TEXTURE
E8	CUSTOM GLULAM ARCH STRUCTURAL MEMBERS
E9	CUSTOM STRUCTURAL KEYSTONE "OCULUS"
E10	CONC. FOUNDATION WALL
E11	FIXED RISER CLADDING, BOD: 1/2" PVC OR PHENOLIC RESIN PANELS
E12	ALL WEATHER OUTDOOR SOUND SYSTEM MOUNTED TO GLULAM ARCH.
E13	PREFINISHED STEEL HOLLOW METAL DOOR AND FRAME, BOD: CECO DOOR, MADERA SMOOTH GRAIN WOODGRAIN, FINISH TO MATCH CEDAR SIDING
E14	PREFINISHED STEEL HOLLOW METAL DOOR AND FRAME, BOD: CECO DOOR, MEDALLION SERIES, FINISH TO MATCH STONE VENEER SIDING
E15	3/4" THREADED HOSE BIB.



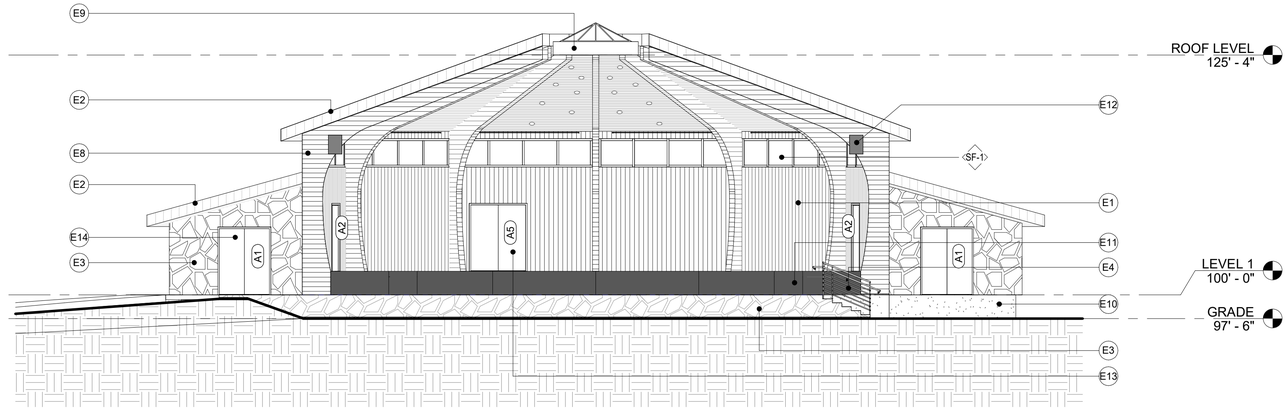
1 A10.0 **EAST ELEVATION**
1/8" = 1'-0"



2 A10.0 **NORTH ELEVATION**
1/8" = 1'-0"



4 A10.0 **WEST ELEVATION**
1/8" = 1'-0"



3 A10.0 **SOUTH ELEVATION**
1/8" = 1'-0"

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CIVIL/LA ENGINEER

PROJECT:

PEG HIRVONEN BANDSHELL
PRESQUE ISLE PARK IN MARQUETTE, MI

PRICING SET

KEY PLAN:

NOT FOR CONSRUCTION

Project #: Project Number

Date: 02.11.2025

No.	Purpose of Revision	Date

EXTERIOR ELEVATIONS

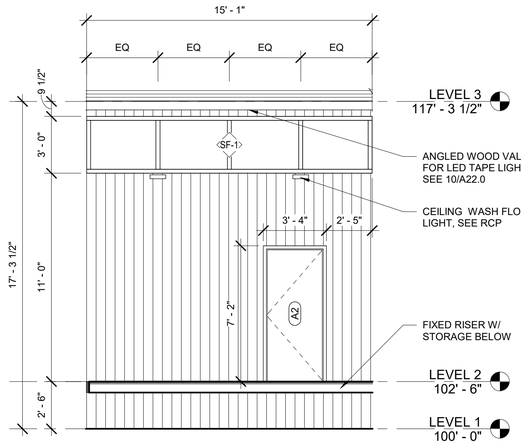
SHEET TITLE

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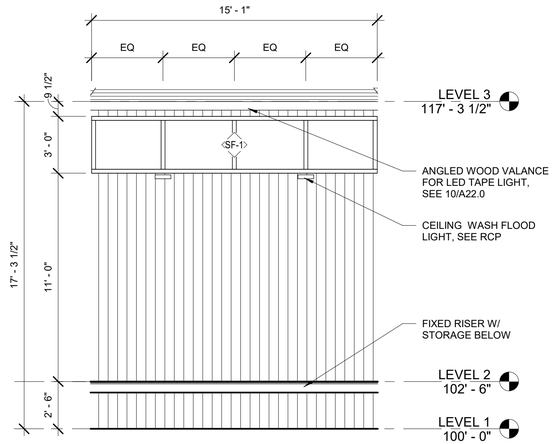
PHASE

A10.0

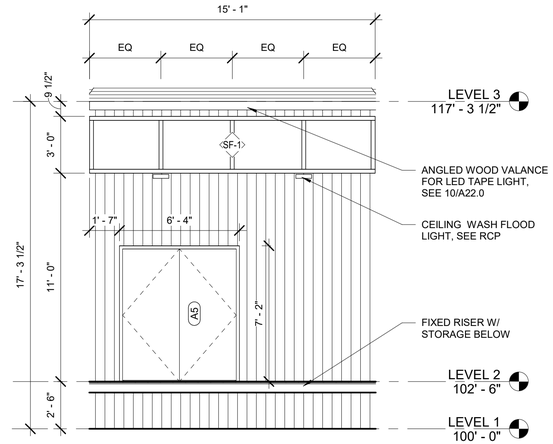
SHEET NO.



1 A10.1 **ELEVATION - SIDE STAGE (TYP.)**
1/4" = 1'-0"



2 A10.1 **ELEVATION - TYPICAL**
1/4" = 1'-0"



3 A10.1 **ELEVATION - B.O.H. ENTRANCE**
1/4" = 1'-0"

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ENLARGED ELEVATIONS

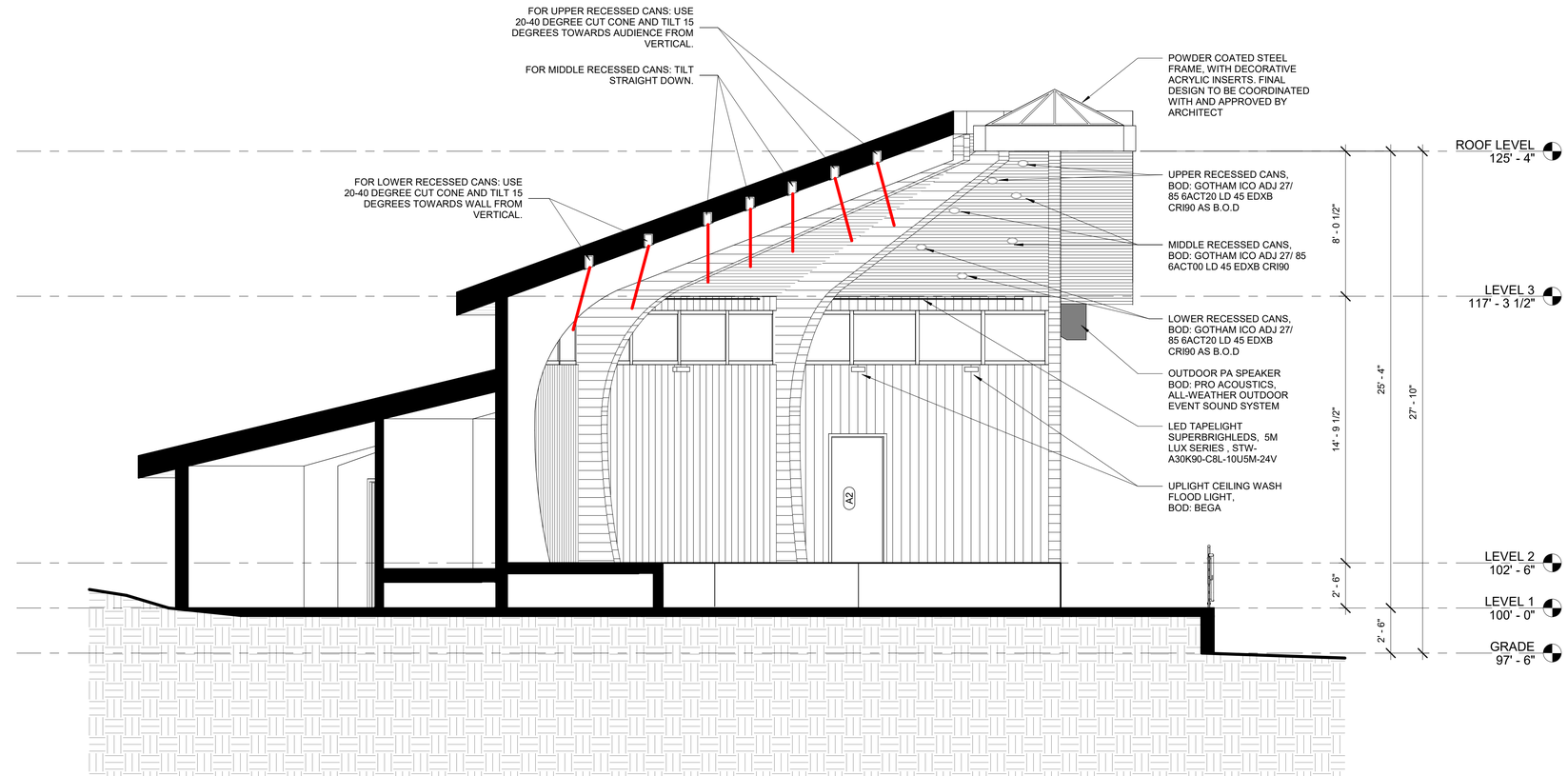
SHEET TITLE

PRICING SET

PHASE

A10.1

SHEET NO.



1 A20.0 **SECTION @ STAGE & B.O.H.**
1/4" = 1'-0"

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BUILDING SECTIONS

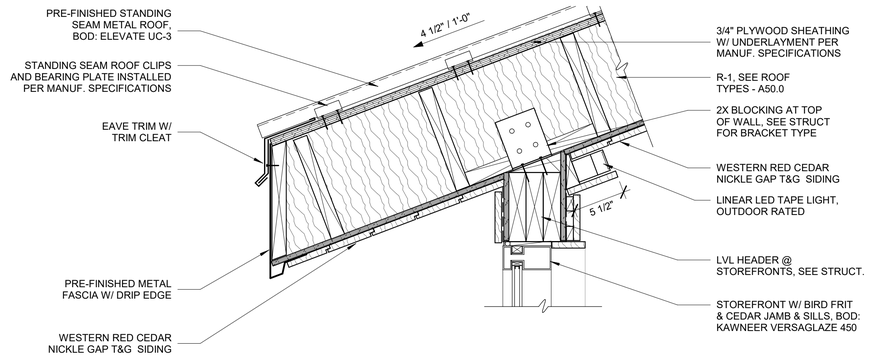
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PRICING SET

PHASE

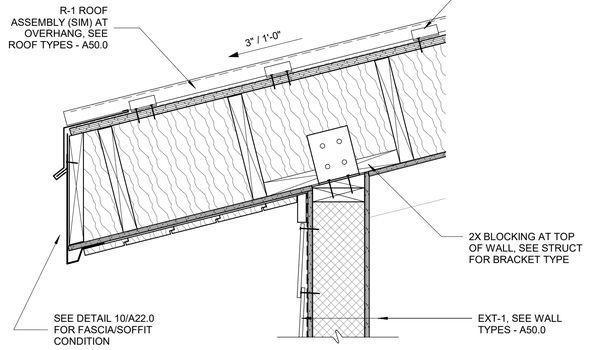
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SHEET NO.



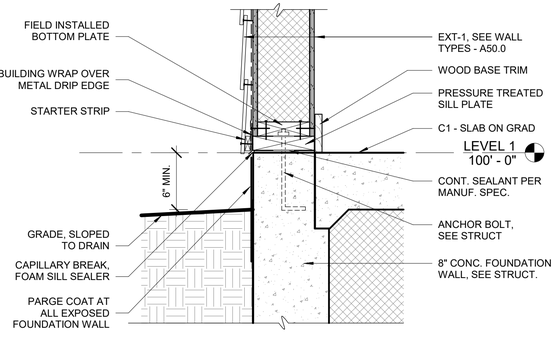
10 / A22.0 DETAIL @ TOP OF WALL - STAGE

1 1/2" = 1'-0"



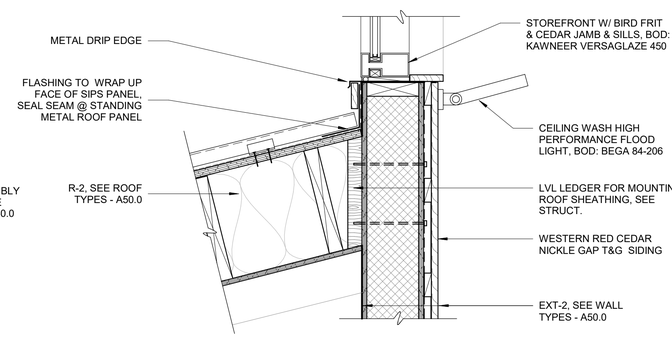
5 / A22.0 DETAIL @ TOP OF WALL - BOH

1 1/2" = 1'-0"



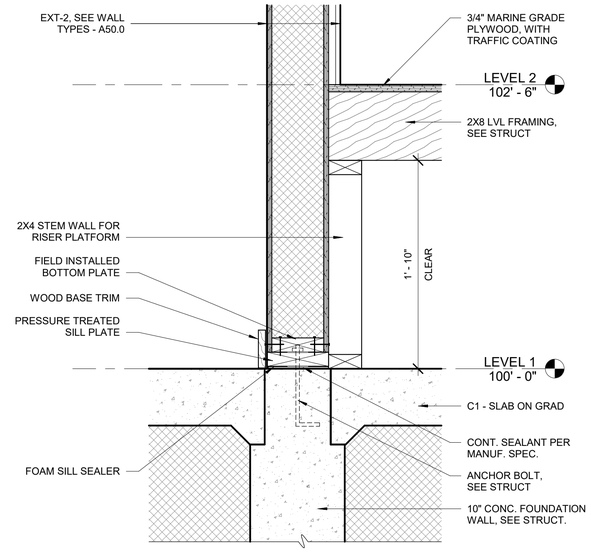
1 / A22.0 DETAIL @ BASE OF WALL - BOH

1 1/2" = 1'-0"



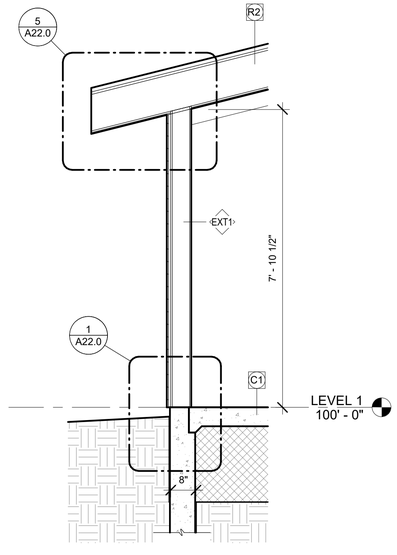
6 / A22.0 DETAIL @ CLERESTORY - STAGE

1 1/2" = 1'-0"



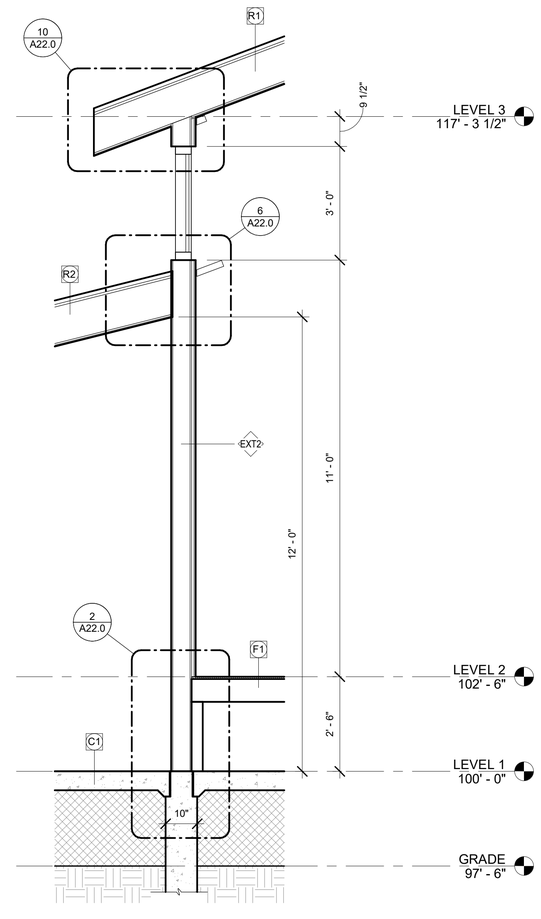
2 / A22.0 DETAIL @ BASE OF WALL - STAGE

1 1/2" = 1'-0"



3 / A22.0 WALL SECTION @ BOH

1/2" = 1'-0"



4 / A22.0 WALL SECTION @ STAGE

1/2" = 1'-0"

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WALL SECTIONS & DETAILS

SHEET TITLE

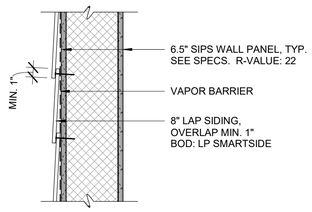
PRICING SET

PHASE

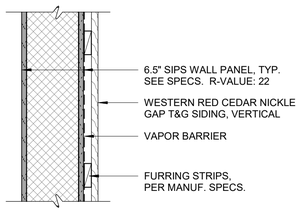
A22.0

SHEET NO.

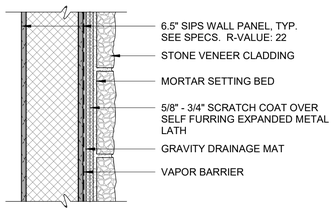
EXTERIOR SIPS WALL TYPES:



EXT1

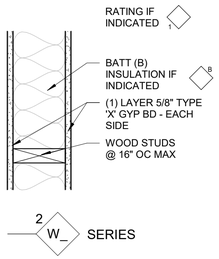


EXT2



EXT3

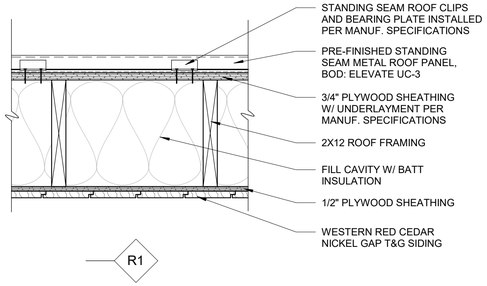
WOOD STUD INTERIOR PARTITIONS (COMBUSTIBLE)



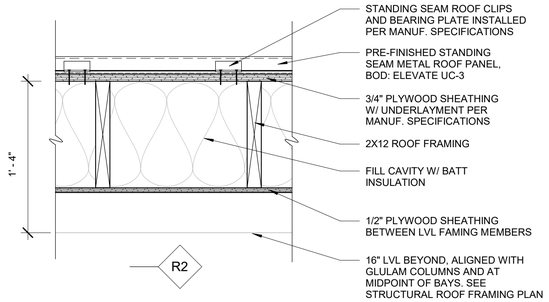
2 W_ SERIES

WALL TYPE	WALL WIDTH	STUD WIDTH	MAX RATING	CONSTRUCTION ASSEMBLY TEST	IF INSULATED ("B" NOTATION)		
					STC	TEST W/O BATT	TEST WITH BATT
2 W4	4 3/4"	3 1/2"	1 HR	GA WP 3614	35-39	G&H NG-246FT	G&H NG-246FT
Note: Some of the Wall Types listed above may not be used in this project							

ROOF TYPES



R1



R2

INTERIOR WALL TAG

LAYERS OF DRYWALL

WALL STUD/CORE MATERIAL
- C = METAL C-CHANNEL STUD
- W = WOOD STUD
- B = BRICK
- Ch = METAL CH STUD
- CO = CIP CONCRETE
- Fc = FURRING METAL STUD
- Fw = FURRING WOOD STUD
- H = METAL HAT CHANNELS
- M = MASONRY
- Sc = METAL SHAFT WALL
- Sw = WOOD SHAFT WALL
- Z = METAL Z FURRING
- X = CUSTOM - PROJECT SPECIFIC
- Dc/Dw/Dm = DOUBLE CORE CHASE WALL

2 C3 8 X

- B = SOUND BATT INSULATION
- R = RIGID INSULATION
- r = RESILIENT CHANNEL
- p = PLYWOOD
- CORE WIDTH FOR Dc/Dw/Dm WALLS
- STUD SIZE
- REQUIRED FIRE RATING

EXTERIOR WALL TAG

'E' DESIGNATES EXTERIOR

REQUIRED FIRE RATING

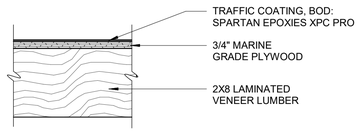
WALL CORE/BACKUP MATERIAL
- C = METAL C-CHANNEL STUD
- W = WOOD STUD
- M = MASONRY
- Co = CIP CONCRETE
- P = PRECAST

2 EC6 8 3

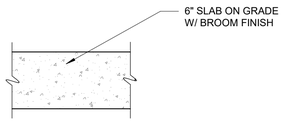
- B = THERMAL BATT INSULATION
- R = RIGID INSULATION
- WALL CORE/BACKUP WIDTH
- EXTERIOR FINISH COLOR

EXTERIOR FINISH MATERIAL
- 1 = BRICK
- 2 = STONE
- 3 = ARCH PRECAST
- 4 = CONCRETE
- 5 = METAL PANEL
- 6 = SIDING/PANELING
- 7 = EIFS

FLOOR TYPES



F1



C1

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WALL, FLOOR, & ROOF TYPES

SHEET TITLE

PRICING SET

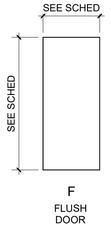
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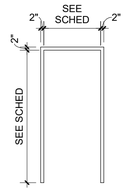
SHEET NO.

OPENING SCHEDULE

REV	Type Mark	ROOM NAME	DOOR						FRAME		HDWR	DETAILS		COMMENTS
			WIDTH	HT	THK	TYPE	MATL	FIN	MATL - TYPE	FIN		JAMB	HEAD	
LEVEL 1														
	A1	B.O.H. WEST	6' - 0"	7' - 0"	1 3/4"	F	HM	PREFIN	HM-F1	PT				
	A2	B.O.H. WEST	3' - 0"	7' - 0"	1 3/4"	F	HM	PREFIN	HM-F1	PT				
	A3	RESTROOM	3' - 0"	7' - 0"	1 3/4"	F	WD	ST	HM-F1	PT				
	A5	FIXED RISER	6' - 0"	7' - 0"	1 3/4"	F	HM	PREFIN	HM-F1	PT				
	A2	B.O.H. EAST	3' - 0"	7' - 0"	1 3/4"	F	HM	PREFIN	HM-F1	PT				
	A1	B.O.H. EAST	6' - 0"	7' - 0"	1 3/4"	F	HM	PREFIN	HM-F1	PT				
	A4	CITY BAND SECURE STORAGE	5' - 0"	7' - 0"	1 3/4"	F	HM	PREFIN	HM-F1	PT				
	A4	CITY BAND SECURE STORAGE	5' - 0"	7' - 0"	1 3/4"	F	HM	PREFIN	HM-F1	PT				
Grand total: 8														



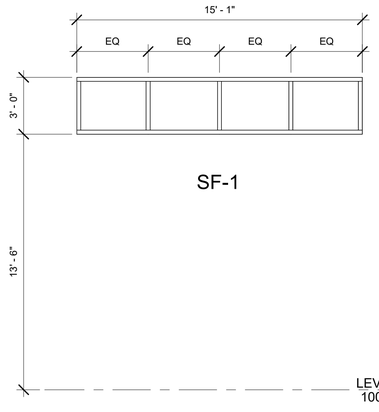
F
FLUSH DOOR



HM-F1

DOOR TYPES
1/4" = 1'-0"

FRAME TYPES
1/4" = 1'-0"



SF-1

1 **ELEVATION - SF1**
1/4" = 1'-0"

DOOR AND WINDOW NOTES

1. FIRE RATING LABELS ARE SHOWN IN MINUTES UNO.

DOOR AND WINDOW ABBREVIATIONS

ALUM	ALUMINUM	PREFIN	PRE-FINISHED
CL	CHAIN LINK	PT	PAINT
DW	DRYWALL	SCHB	SOLID CORE HARDBOARD
FRP	FIBERGLASS REINFORCED PLASTIC	SCW	SOLID CORE WOOD
		ST	STAIN
HCHB	HOLLOW CORE HARDBOARD	STL	STEEL
HCW	HOLLOW CORE WOOD	TR	TRAFFIC DOOR (SOLID CORE)
HM	HOLLOW METAL		
HMKD	HOLLOW METAL KNOCKED DOWN	CLWD	CLAD WOOD
		WD	WOOD
PLAM	PLASTIC LAMINATE		

GENERAL NOTES

ALL DOOR HARDWARE TO BE KEYED TO CITY OF MARQUETTE MASTER SYSTEM. CONTRACTOR TO COORDINATE WITH FACILITIES AND MAINTENANCE SUPERVISOR.

BASIS OF DESIGN FOR A1, A4, DOORS:
CECO DOORS, MEDALLION SERIES, STEEL STIFFENED HOLLOW METAL DOOR

BASIS OF DESIGN FOR A2, A5 DOORS:
CECO DOORS, MADERA SERIES, SMOOTH GRAIN, STEEL HOLLOW METAL DOORS

BASIS OF DESIGN FOR A3 DOORS:
HOLLOW METAL FRAME WITH HOLLOW CORE WOOD DOOR

BASIS OF DESIGN FOR SF-1 CLERESTORY STOREFRONT WINDOWS:
KAWNEER TRIFAB VERSAGLAZE 450

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OPENING SCHEDULES AND TYPES/DETAILS

SHEET TITLE

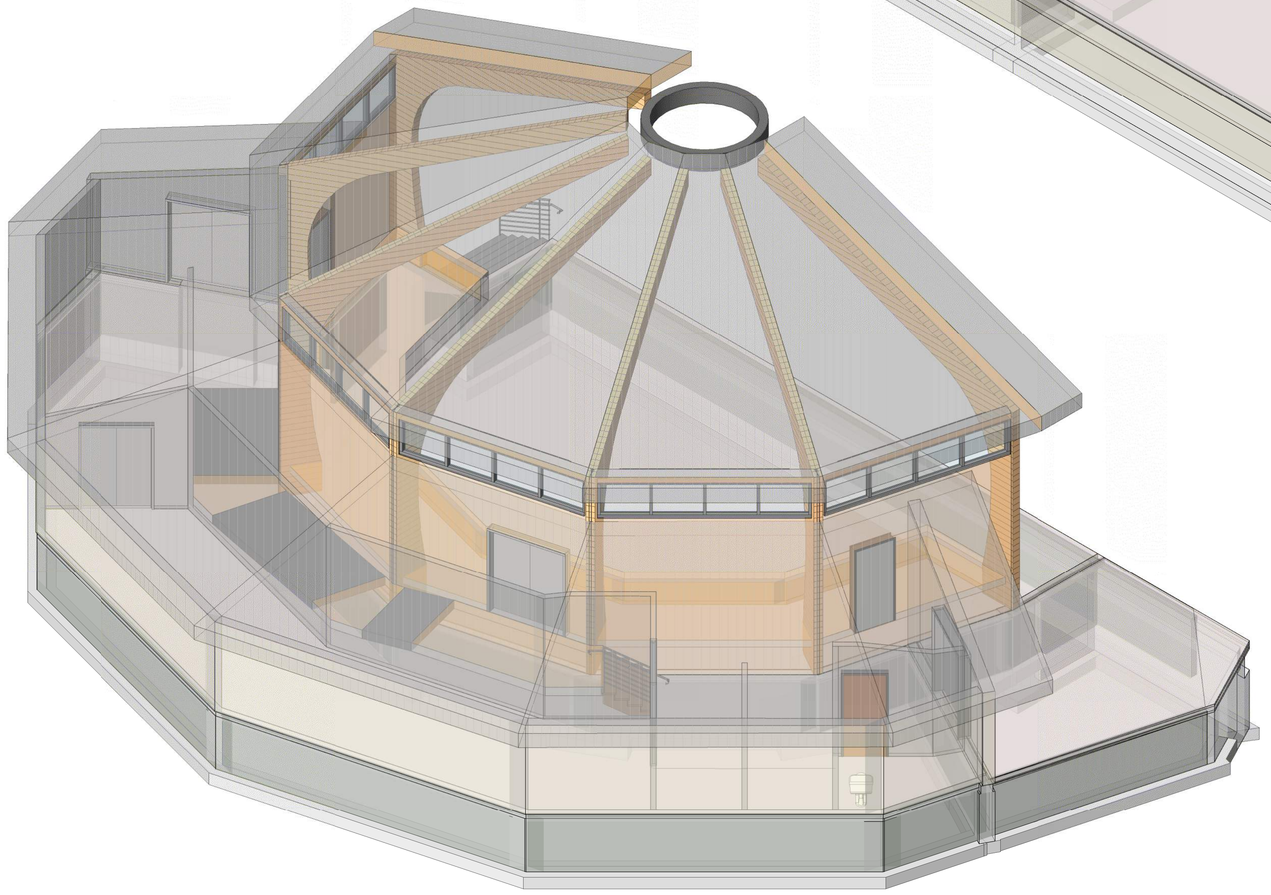
PRICING SET

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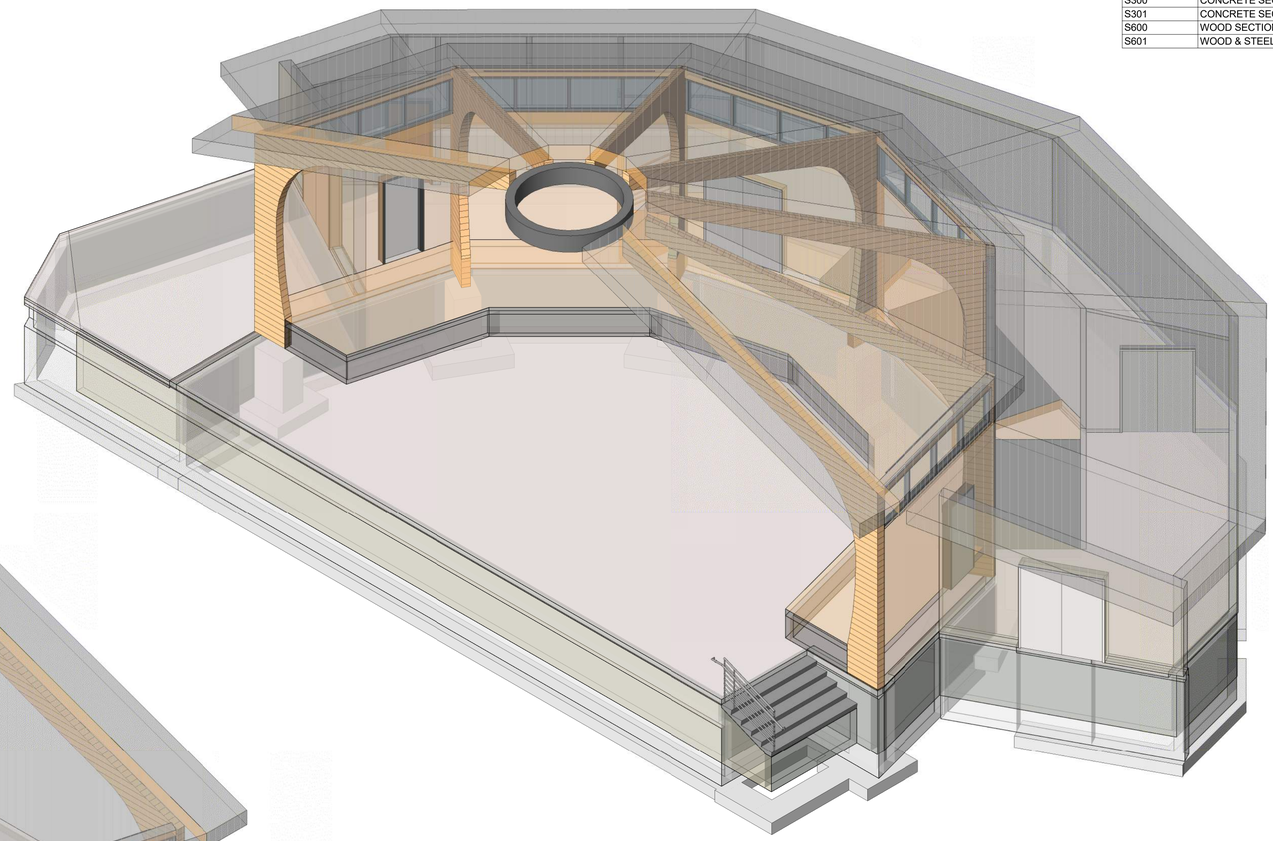
A51.0

SHEET NO.

STRUCTURAL SHEET INDEX	
Sheet Number	Sheet Name
S000	3D VIEWS AND TITLE SHEET
S001	STRUCTURAL GENERAL NOTES & SCHEDULES
S100	FOUNDATION PLAN
S101	FIRST FLOOR FRAMING PLAN
S102	ROOF FRAMING PLAN
S200	ENLARGED PLANS
S300	CONCRETE SECTIONS & DETAILS
S301	CONCRETE SECTIONS & DETAILS
S600	WOOD SECTIONS & DETAILS
S601	WOOD & STEEL SECTIONS & DETAILS



1 S000 3D COORDINATION VIEW FROM NORTHWEST
SCALE:



2 S000 3D COORDINATION VIEW FROM SOUTHEAST
SCALE:

DISCLAIMER: 3D MODEL VIEWS DISPLAYED THROUGHOUT CONSTRUCTION DOCUMENTS PROVIDE A GENERAL REPRESENTATION OF THE STRUCTURAL MODEL ONLY. THESE VIEWS ARE NOT DESIGNED TO SHOW EVERY DETAILED ASPECT, AND MAY NOT BE FULLY ACCURATE. PLEASE REVIEW THE PLANS, SECTIONS, AND DETAILS FOR THE COMPLETE STRUCTURAL REQUIREMENTS. IF DISCREPANCIES EXIST, THE 3D VIEWS WILL NEVER CONTROL.

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Project #: 2024005

Date: 02.11.2025

No.	Purpose of Revision	Date

3D VIEWS AND TITLE SHEET

SHEET TITLE

PRICING SET

PHASE

S000

SHEET NO.

DESIGN CRITERIA

1. BUILDING CODE - MICHIGAN BUILDING CODE (MBC) 2015 / ASCE7-10
2. DEAD LOADS
   - FIRST FLOOR 75 PSF
   - ROOF 20 PSF
3. ROOF LIVE LOADS 20 PSF
4. FLOOR LIVE LOADS
   - STAGE FLOORS 150 PSF
   - PLATFORMS & BACK OF HOUSE 100 PSF
5. SNOW LOADS
   - GROUND SNOW, Pg 70 PSF
   - EXPOSURE FACTOR, Ce 1.0
   - TEMPERATURE FACTOR, Ct 1.2
   - SLOPED ROOF FACTOR, Cs 1.0
   - IMPORTANCE FACTOR, Is 1.0
   - FLAT ROOF SNOW, Pf 58.8 PSF
   - SLOPED ROOF SNOW, Ps 58.8 PSF
   - SLIDING & DRIFTING SNOW, IN ADDITION TO FLAT ROOF SNOW, SEE PLANS
   - UNBALANCED SNOW PER ASCE 7
6. WIND LOADS
   - ULTIMATE WIND SPEED, V 115 MPH
   - RISK CATEGORY II
   - EXPOSURE CATEGORY C
   - INTERNAL PRESSURE COEFFICIENT, Gcpi ±0.18
   - COMPONENTS & CLADDING NOT DESIGNED BY THE ENGINEER OF RECORD SHALL BE DESIGNED FOR THE WIND PRESSURES SHOWN ON THE COMPONENTS AND CLADDING DIAGRAM. WIND PRESSURES FOR LARGER TRIBUTARY AREAS MAY BE USED BASED ON DELEGATED DESIGN CALCULATIONS.
7. SEISMIC LOADS
   - RISK CATEGORY II
   - IMPORTANCE FACTOR, Ie 1.0
   - SITE CLASS D
   - MAPPED SPECTRAL RESPONSE ACCELERATIONS
     - Ss 0.045 g
     - S1 0.02 g
   - SPECTRAL RESPONSE COEFFICIENTS
     - SDS 0.048 g
     - SD1 0.032 g
   - SEISMIC DESIGN CATEGORY A
   - SEISMIC FORCE RESISTING SYSTEM TIMBER FRAMES
   - RESPONSE MODIFICATION FACTOR, R 1.5
   - RESPONSE COEFFICIENT, Cs 0.032
   - DESIGN BASE SHEAR Cs x (WEIGHT OF BUILDING)
   - ANALYSIS PROCEDURE EQUIVALENT LATERAL FORCE
8. SOIL DESIGN VALUES
   - REFERENCE GEOTECHNICAL REPORT NUMBER: 24048139
   - PREPARED BY GEI CONSULTANTS OF MICHIGAN, PC DATED ***01/21/25***
   - **ALL VALUES ARE ASSUMED UNLESS REFERENCED IN GEOTECHNICAL REPORT**
   - SOIL UNIT WEIGHT (γ) 120 PCF
   - LATERAL EARTH PRESSURE:
     - ACTIVE (RETAINING WALLS) 45 PSF/FT
     - PASSIVE / BEARING PRESSURE LATERAL 150 PSF/FT
   - ALLOWABLE SOIL BEARING PRESSURES
     - VERTICAL (NET) 3500 PSF (REPORT)
   - LATERAL SLIDING RESISTANCE
     - COEFFICENT OF SLIDING FRICTION 0.25
     - COHESION (CLAY) N/A PSF
   - SUBGRADE MODULUS 150 PCI

GENERAL REQUIREMENTS

1. THE CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INCLUDE THE METHOD OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO: BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, TEMPORARY STRUCTURES, AND PARTIALLY COMPLETED WORK. OBSERVATION VISITS TO THE SITE BY STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.
2. GENERAL CONTRACTOR TO DISTRIBUTE ALL SHEETS IN THE SET TO SUBCONTRACTORS.
3. THE ARCHITECT AND/OR ENGINEER OF RECORD SHALL NOT HAVE CONTROL OVER OR BE IN CHARGE OF, AND SHALL NOT BE RESPONSIBLE IN ANY WAY FOR CONSTRUCTION MEANS, METHODS TECHNIQUES, SEQUENCES, OR PROCEDURES, OR FOR SAFETY OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH ANY CONSTRUCTION ACTIVITIES, SINCE THESE ARE SOLELY THE CONTRACTOR'S RESPONSIBILITY.
4. SUBMITTALS PREPARED BY SUBCONTRACTORS SHALL BE REVIEWED BY CONTRACTOR PRIOR TO SUBMITTING TO ARCHITECT/ENGINEER.
5. CONTRACTOR SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE JOB SITE. ANY DISCREPANCIES BETWEEN THE CONDITIONS FOUND AND THOSE INDICATED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
6. SEE DOCUMENTS FROM OTHER DISCIPLINES FOR FLOOR, WALL, AND ROOF OPENINGS, TRENCHES, PITS, PIPE SLEEVES, EQUIPMENT PADS, METAL PAN STAIRS, MISCELLANEOUS IRON, ETC.
7. DO NOT PLACE PIPES, DUCTS, CHASES, ETC. IN STRUCTURAL BEAM AND COLUMN MEMBERS. DO NOT CUT ANY STRUCTURAL MEMBER FOR PIPES, DUCTS, ETC., UNLESS NOTED OTHERWISE. NOTIFY STRUCTURAL ENGINEER WHEN DOCUMENTS BY OTHER DISCIPLINES SHOW OPENINGS, POCKETS, ETC. NOT INDICATED IN THE STRUCTURAL DRAWINGS BUT ARE LOCATED IN THE STRUCTURAL MEMBERS. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FROM STRUCTURAL ENGINEER FOR INSTALLATION OF SUCH PIPES, DUCTS, CHASES, ETC.
8. DETAILS LABELED "TYPICAL" ON THE STRUCTURAL DRAWINGS APPLY TO ALL SITUATIONS OCCURRING ON PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE LOCATIONS SPECIFICALLY INDICATED, WHERE A DETAIL IS NOT INDICATED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR CONDITIONS.
9. CONTRACTOR DESIGNED ELEMENTS SHALL BE DESIGNED BY LICENSED PROFESSIONAL ENGINEERS REGISTERED IN THE STATE WHERE THE PROJECT IS LOCATED. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, DESIGN LOAD DATA, SUPPORT REACTIONS, AND CERTIFICATION THAT ELEMENTS WERE DESIGNED FOR LOADS SPECIFIED IN THE CONTRACT DOCUMENTS OR IN THE BUILDING CODE. ALLOW MINIMUM 10 BUSINESS DAYS FOR REVIEW BY EOR. ALL DOCUMENTS NOTED SHALL BE SEALED BY THE LICENSED ENGINEER. IF CRITERIA INDICATED ARE NOT SUFFICIENT, SUBMIT A WRITTEN REQUEST FOR ADDITIONAL INFORMATION TO THE ARCHITECT. THE FOLLOWING ELEMENTS AND THEIR CONNECTIONS SHALL BE CONTRACTOR DESIGNED:
   - A. STRUCTURAL STEEL CONNECTIONS NOT DETAILED OR SHOWN ON THE DRAWINGS
   - B. STEEL HANDRAILS
   - C. STRUCTURAL GLUE-LAMINATED TIMBER & CONNECTIONS
   - D. EARTH RETENTION SYSTEMS
   - E. TEMPORARY SHORING DURING CONSTRUCTION
   - F. STRUCTURAL INSULATED PANELS (SIPs)

CONCRETE

CODES:	
ACI 301	*SPECIFICATION FOR STRUCTURAL CONCRETE*
ACI MCP	*MANUAL OF CONCRETE PRACTICE*
ACI 318	*BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE*
ACI 318.1	*BUILDING CODE REQUIREMENTS FOR STRUCTURAL PLAIN CONCRETE*

MATERIALS (28 DAY COMPRESSIVE STRENGTH):	
FOOTINGS	f'c=3,000 PSI
INTERIOR SLAB ON GRADE	f'c=4,000 PSI
EXTERIOR SLAB ON GRADE (EXCLUDING SIDEWALKS)	f'c=5,000 PSI
FOUNDATION WALLS / GRADE BEAMS / PIERS	f'c=4,500 PSI
BEAMS / COLUMNS	f'c=4,000 PSI
CONCRETE ON METAL DECK	f'c=4,000 PSI
CONCRETE TOPPING	f'c=4,000 PSI

1. CONCRETE MIX DESIGN (INCLUDING AGGREGATE SIZE, WATER CEMENT RATIO, AIR ENTRAINMENT, ADMIXTURES, SLUMP AND HISTORY OF BREAK TESTS) SHALL BE SUBMITTED TO THE EOR FOR APPROVAL PRIOR TO THE COMMENCEMENT OF ANY WORK. CONCRETE SHALL BE NORMAL WEIGHT UNO.
2. MAXIMUM WATER/CEMENT RATIO PERMITTED SHALL BE 0.55 FOR FOOTINGS, 0.50 FOR INTERIOR SLABS ON GRADE, 0.45 FOR BELOW GRADE CONCRETE AND 0.40 FOR CONCRETE EXPOSED TO WATER AND DEICING CHEMICALS.
3. CONCRETE WHICH WILL BE EXPOSED TO THE WEATHER (INCLUDING FOUNDATION WALLS) SHALL HAVE AIR-ENTRAINING ADMIXTURE AS REQUIRED TO PROVIDE 6% ± 1% AIR ENTRAINMENT.
4. MAXIMUM AGGREGATE SIZE SHALL BE 3/4" FOR SLABS ON GRADE, WALLS, BEAMS & COLUMNS, 1" FOR FOOTINGS AND 3/8" FOR TOPPING SLABS. NORMAL WEIGHT AGGREGATE TO CONFORM TO ASTM C33, LIGHTWEIGHT AGGREGATE TO CONFORM TO ASTM C330.
5. CONCRETE SHALL BE EVALUATED ACCORDING TO METHOD 1 OR METHOD 2 AS DESCRIBED IN ACI 301. THE RESULTS OF THESE ANALYSES SHALL BE SUBMITTED TO THE EOR FOR APPROVAL PRIOR TO ANY WORK.
6. THE CONTRACTOR SHALL MAKE PROVISIONS TO ALLOW AN INDEPENDENT TESTING AGENCY TO CAST 4 TEST CYLINDERS FOR EACH 50 CUBIC YARDS OF CONCRETE PLACED, OR FOR ANY DAY'S OPERATION. THE TESTING AGENCY SHALL BE RESPONSIBLE FOR CASTING AND CURING SPECIMENS IN COMPLIANCE TO ASTM C31 AND CASTING TESTING SPECIMENS IN COMPLIANCE TO ASTM C39.
7. DRAWINGS SHOWING THE LOCATION OF CONSTRUCTION JOINTS, CONTROL JOINTS, AND PLACING SEQUENCE SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO THE PREPARATION OF REINFORCING SHOP DRAWINGS. MAXIMUM POUR LENGTHS OF WALLS TO BE 40'-0" AND A MINIMUM OF 4'-0" AWAY FROM INTERSECTIONS AND CORNERS.
8. GROUT USED TO SET PLATES SHALL BE NON-SHRINK AND NON-METALLIC.
9. THE CONTRACTOR SHALL USE SMOOTH FORMS FOR EXPOSED CONCRETE SURFACES. BOARD FORMS MAY BE USED FOR UNEXPOSED CONCRETE SURFACES. EARTH FORMS ARE FORBIDDEN.
10. PROVIDE COMPACTED GRANULAR FILL UNDER ALL SLABS ON GRADE, SEE CONCRETE SLAB ON GRADE SCHEDULE.
11. VAPOR BARRIER TO BE AS INDICATED ON TYPICAL SLAB JOINT DETAIL, LAP MINIMUM 6" AND TAPE ALL SEAMS. VERIFY ADDITIONAL REQUIREMENTS WITH ARCHITECT.
12. FLOOR FLATNESS AND LEVELNESS OF SLAB ON GRADE CONCRETE SHALL HAVE THE FOLLOWING TOLERANCES, AS RECOGNIZED BY THE MOST CURRENT VERSION OF ASTM E 1155 AND ACI 302.1. SEE SPECIFICATION FOR FURTHER REQUIREMENTS (F(F) SPECIFIED OVERALL VALUE (SOV) OF 50, MINIMUM LOCALIZED VALUE (MLV) OF 25 AND F(L) SPECIFIED OVERALL VALUE (SOV) OF 33, MINIMUM LOCALIZED VALVE (MLV) OF 17).

CONCRETE REINFORCING

CODES:	
ACI 315	*DETAIL AND DETAILING OF CONCRETE REINFORCEMENT*
ACI 318	*BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE*
MSP2	*CRSI MANUAL OF STANDARD PRACTICE*
AWS D1.4	*STRUCTURAL WELDING CODE - REINFORCING STEEL*
WRI	*WELDED WIRE FABRIC MANUAL OF STANDARD PRACTICE*

MATERIALS:		
REINFORCING BARS	ASTM A615 Gr 60	Fy=60 KSI
WELDED WIRE FABRIC	ASTM A185	
MACRO FIBER REINFORCING	ASTM C1116 Type III	
WELDABLE REINFORCING BARS	ASTM A706	Fy=60 KSI

1. THE REINFORCEMENT FABRICATOR SHALL PROVIDE AND SCHEDULE ON SHOP DRAWINGS ALL REQUIRED REINFORCING STEEL AND NECESSARY ACCESSORIES TO HOLD REINFORCEMENT SECURELY IN PLACE AT THE CORRECT LOCATIONS.
2. THE REQUIRED CLEARANCE FOR REINFORCEMENT (UNO) SHALL BE 3" FOR CONCRETE PLACED DIRECTLY AGAINST EARTH, 2" (#6 & LARGER) AND 1 1/2" (#5 & SMALLER) FOR CONCRETE EXPOSED TO EARTH OR WEATHER, 1 1/2" (# 14 & LARGER) AND 3/4" (#11 & SMALLER) FOR CONCRETE NOT EXPOSED TO EARTH OR WEATHER.
3. THE CONTRACTOR SHALL REFER TO TYPICAL DETAILS SHOWN ON THE CONTRACT DRAWINGS FOR ADDITIONAL REINFORCING REQUIREMENTS.
4. WHERE REINFORCEMENT IS REQUIRED IN SECTIONS, REINFORCEMENT IS CONSIDERED TYPICAL WHERE EVER THE SECTION APPLIES.
5. WELDED WIRE FABRIC SHALL HAVE A MINIMUM OF 6" LAP AND BE TIED TOGETHER.
6. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF COMPLETION OF REINFORCEMENT INSTALLATION AND ALLOW AT LEAST 24 HOURS BEFORE SCHEDULED CONCRETE PLACEMENT FOR THE ARCHITECT TO INSPECT REINFORCEMENT.
7. MACRO FIBER TO BE 1-1/2".

SPREAD FOUNDATIONS

1. ALL FOUNDATIONS SHALL BE SUPPORTED ON APPROVED EXISTING SUBGRADE OR APPROVED COMPACTED STRUCTURAL FILL HAVING A MINIMUM ALLOWABLE BEARING CAPACITY AS INDICATED IN THE SOIL DESIGN VALUES.
2. SUBSURFACE CONDITIONS SHALL BE IMPROVED TO MEET CAPACITY WHEN REQUIRED, AS RECOMMENDED IN GEOTECHNICAL REPORT.
3. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE VALIDITY OF THE SUBSURFACE CONDITIONS DESCRIBED IN THE DRAWINGS, SPECIFICATIONS, TEST BORINGS OR GEOTECHNICAL REPORTS. THIS DATA IS INCLUDED TO ASSIST THE CONTRACTOR DURING BIDDING AND SUBSEQUENT CONSTRUCTION, AND TO REPRESENT CONDITIONS ONLY AT SPECIFIC LOCATIONS AT THE PARTICULAR TIME THE OBSERVATIONS WERE MADE.
4. ALL EXTERIOR FOUNDATIONS SHALL BEAR ON APPROVED SUBGRADE EXTENDED BELOW THE FROST LINE DEPTH OF THE LOCALITY.
5. FOOTING ELEVATIONS SHOWN ON THE DRAWINGS REPRESENT ESTIMATED DEPTHS AND ARE NOT TO BE CONSTRUED AS LIMITING THE AMOUNT OF EXCAVATION REQUIRED TO REACH SUITABLE BEARING MATERIAL.
6. THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORTS IN ALL EXCAVATIONS AS REQUIRED TO PREVENT HORIZONTAL MOVEMENT OR VERTICAL SETTLEMENT OF SURROUNDING SOIL AND/OR PROPERTY WHICH WILL ENDANGER LIVES OR PROPERTY.
7. THE CONTRACTOR SHALL PROVIDE CONTROL OF SURFACE AND SUBSURFACE WATER PROMPTLY TO ENSURE THAT ALL FOUNDATION WORK IS PERFORMED IN A DRY CONDITION.
8. FOUNDATIONS SHALL NOT BE PLACED ON FROZEN SUBGRADE.
9. THE CONTRACTOR SHALL PROTECT IN-PLACE FOUNDATIONS AND SLABS-ON-GRADE FROM FROST PENETRATION UNTIL THE PROJECT IS COMPLETE.
10. FOUNDATION WALLS SHALL BE BRACED DURING BACKFILLING AND COMPACTION OPERATIONS. BRACING SHALL BE LEFT IN PLACE UNTIL PERMANENT STRUCTURAL SUPPORT SYSTEM IS INSTALLED AND APPROVED BY THE ENGINEER.
11. WHERE FOUNDATION WALLS HAVE FILL ON BOTH SIDES, BACKFILLING SHALL BE DONE SIMULTANEOUSLY ON BOTH SIDES OF THE WALL.

LIGHTWEIGHT STRUCTURAL FILL (GEOFOAM)

1. EXPANDED POLYSTYRENE BLOCK (EPS) SHALL BE TYPE EPS 15 GEOFOAM AS MANUFACTURED TO MEET THE REQUIREMENTS OF ASTM D6817.
2. EPS GEOFOAM SHALL HAVE MINIMUM DENSITY OF 0.90 PCF AND A MINIMUM COMPRESSIVE RESISTANCE OF 3.6 PSI AT 1% DEFORMATION.
3. ALL EPS GEOFOAM BLOCKS SHALL BE TREATED BY THE MANUFACTURER WITH A TESTED AND APPROVED TERMITE TREATMENT. THE TREATMENT SHALL BE AN EPA REGISTERED PRODUCT.
4. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING LAYOUT, PROFILE, AND PRODUCT DATA FOR REVIEW BEFORE FABRICATION AND INSTALLATION. GEOFOAM RATINGS TO BE: FLAME SPREAD = 20. SMOKE DEVELOPED = 150-300.

STRUCTURAL WOOD CONSTRUCTION

CODES:	
NFPA	*NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION*
NFPA	*DESIGN VALUES FOR WOOD CONSTRUCTION*
AITC	*TIMBER CONSTRUCTION MANUAL, PART II, DESIGN SPECIFICATIONS*
APA	*US PRODUCT STANDARD PS 1-83 FOR CONSTRUCTION AND INDUSTRIAL PLYWOOD*
AFPA	*AMERICAN FOREST AND PAPER ASSOCIATION - MANUAL FOR ENGINEERED WOOD CONSTRUCTION*

MATERIALS:		SPECIES/GRADE
SAWN LUMBER WALL STUDS COLUMNS JOISTS & BEAMS	ASTM D1990-96A OR ASTM D245	 SPF STUD SPF No.1/No.2 SPF No.1/No.2
I-JOISTS	ASTM D5055	
LSL WALL STUDS RIM BOARD		 1.3E 1.3E Fcp = 710 PSI
LVL WALL STUDS HEADERS	ASTM D5055	 2600 Fb, 2.0E
PSL BEAMS COLUMNS	ASTM D5055	 2.0E 1.8E
GLUE-LAMINATED TIMBER	AITC A190.1 & ASTM D3737	DF BALANCED 24F -1.8E
WOOD PANELS (COMPOSITE, ORIENTED STRANDBOARD & PLYWOOD)	DOC PS 1 OR PS 2	APA RATED
PRESERVATIVE TREATED WOOD	AWPA STD U1 & M4	S. PINE No.2
FIRE-RETARDANT TREATED LUMBER	IBC 2303.2 ASTM E84 CLASS A	S. PINE No.2
TONGUE & GROOVE DECKING	AMERICAN FOREST AND PAPER ASSOCIATION WOOD CONSTRUCTION DATA 2	Fb=1000 PSI E=1.8 KSI

1. ALL WOOD SHALL HAVE A MAXIMUM MOISTURE CONTENT OF 15% PRIOR TO INSTALLATION. MOISTURE CONTENT SHALL BE DETERMINED PER ASTM D4442.
2. ALL WOOD SHALL BE PROTECTED FROM MOISTURE BEFORE INSTALLATION. ALL WOOD STORED AT THE BUILDING SITE SHALL BE ELEVATED 6" ABOVE THE GROUND AND COVERED WITH PLASTIC TARPAULINS.
3. ALL STRUCTURAL WOOD SHALL MEET OR EXCEED ALLOWABLE UNIT STRESSES AND/OR GRADE AS REQUIRED BY THE DRAWINGS.
4. JOISTS SHALL BE BRIDGED WITH 1" X 3" CROSS BRIDGING, OR SOLID BLOCKING, AT INTERVALS NOT EXCEEDING 8'-0" O.C.
5. ALL WOOD PERMANENTLY EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND, MASONRY OR CONCRETE SHALL HAVE A PRESERVATIVE TREATMENT EQUAL TO 0.4 P.C.F RETENTION OF PRESSURE INJECTED PRESERVATIVE.
6. ALL JOISTS AND RAFTERS SHALL BE SUPPORTED BY DIRECT END BEARING ON WALLS, BEAMS OR JOIST HANGERS.
7. WOOD MEMBERS SHALL NOT BE IN DIRECT CONTACT WITH CONCRETE OR MASONRY WITHOUT BEING MADE OF NATURALLY DURABLE OR PRESERVATIVE TREATED WOOD UNLESS 1/2" AIR SPACE IS PROVIDED AROUND (TOP, SIDES, END) OF WOOD RAFTERS/JOISTS/GIRDERS. IMPERVIOUS MOISTURE BARRIER OR 1" ELEVATED BASE IS PROVIDED AT WOOD COLUMNS; IMPERVIOUS MOISTURE BARRIER IS PROVIDED AT SILL PLATES.
8. WOOD ROOF & FLOOR STRUCTURAL PANELS SHALL BE LAID WITH THE LONG PANEL DIRECTION PERPENDICULAR TO THE SUPPORTING MEMBERS, WITH ENDS STAGGERED.
9. WOOD STRUCTURAL PANELS SHALL BEAR THE APPROPRIATE GRADING STAMP BY THE REVIEWING AGENCY.
10. ALL NAILS GIVEN ON THE PLANS SHALL BE CONSIDERED "COMMON NAILS" UNLESS NOTED ON THE PLANS.
11. ALL FASTENERS FOR WOOD CONSTRUCTION CONNECTORS (JOIST HANGERS, ETC.) SHALL BE PROVIDED BY OR APPROVED BY THE CONNECTOR'S MANUFACTURER.
12. ALL FASTENERS AND WOOD CONSTRUCTION CONNECTORS IN CONTACT WITH FIRE RETARDANT TREATED WOOD OR PRESERVATIVE-TREATED WOOD SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. IN THE ABSENCE OF MANUFACTURER'S RECOMMENDATIONS FASTENERS AND WOOD CONSTRUCTION CONNECTORS SHALL BE STAINLESS STEEL OR HOT-DIPPED GALVANIZED STEEL.
13. ALL BOLTS AND LAG SCREWS SHALL CONFORM TO ASTM A307. PROVIDE WASHERS BETWEEN THE HEAD OR NUT AND THE WOOD SURFACE.
14. NO WOOD MEMBER SHALL BE CUT, NOTCHED, OR DRILLED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF THE EOR.
15. THE GLUE-LAMINATED TIMBER FABRICATOR SHALL SUBMIT DRAWINGS AND CALCULATIONS, INCLUDING CONNECTIONS, TO THE ARCHITECT/ENGINEER FOR REVIEW PRIOR TO FABRICATION. THE CALCULATIONS MUST BE STAMPED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE LOCAL JURISDICTION.

STRUCTURAL STEEL

CODES:	
AISC	*SPECIFICATION FOR DESIGN, FABRICATION AND ERECTION OF STEEL FOR BUILDINGS*
AISC	*CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES*
AWS D1.1	*STRUCTURAL WELDING CODE - STEEL*
AISC	*STRUCTURAL STEEL DETAILING MANUAL*

MATERIALS:		
HOT ROLLED W & WT SHAPES	ASTM A992	Fy=50 KSI
ANGLES, CHANNELS & PLATES	ASTM A36	Fy=36 KSI
S + M SHAPES	ASTM A36	Fy=36 KSI
HP SHAPES	ASTM A572 Gr 50	Fy=50 KSI
STEEL PIPE	ASTM A53 Gr B	Fy=35 KSI
RECTANGULAR HSS	ASTM A500 Gr C	Fy=50 KSI
ROUND HSS	ASTM A500 Gr C	Fy=46 KSI
HIGH STRENGTH BOLTS	ASTM A325	
HEAVY HEX NUTS	ASTM A563	
HARDENED STEEL WASHERS	ASTM A436	
ANCHOR RODS	ASTM F1554 Gr 36	Fy=36 KSI
THREADED RODS	ASTM A36	Fy=36 KSI
HEADED STUD ANCHORS	ASTM A108	

1. PROVIDE 2 MIL THICKNESS RED OR GRAY OXIDE PRIMER ON ALL STEEL SURFACES (UNO).
2. ALL STEEL EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED PER ASTM A123 AND FASTENERS HOT DIPPED GALVANIZED PER ASTM A153.
3. ANCHOR RODS SHALL BE PRESET WITH TEMPLATES.
4. COLUMN BASE PLATES SHALL BE GROUTED UNDER WITH NON-SHRINK, NON-METALLIC GROUT.
5. CONNECTIONS MAY BE BOLTED OR WELDED AT THE FABRICATORS OPTION. BOLTED CONNECTIONS SHALL BE A MINIMUM BOLT DIAMETER OF 3/4" (UNO), HIGH STRENGTH BOLTS IN SINGLE OR DOUBLE SHEAR (UNO) AND SIMPLE SHEAR CONNECTIONS SHALL BE CAPABLE OF END ROTATION PER AISC REQUIREMENTS FOR UNRESTRAINED MEMBERS.
6. THE MINIMUM FILLET WELD SIZE SHALL NOT BE LESS THAN 3/16" (UNO).
7. ALL WELDS SHALL USE WELD METAL CONFORMING TO E70XX AND CONFORMING TO AWS WELDING PROCEDURES AND STANDARDS.
8. ALL WELDS SHALL BE MADE BY AWS CERTIFIED WELDERS CERTIFIED IN THE POSITION IN WHICH THE WELD IS TO BE MADE.
9. THE ERECTION OF ANY STRUCTURAL STEEL MEMBERS SHALL NOT COMMENCE UNTIL ALL SUPPORTING CONCRETE/MASONRY ELEMENTS HAVE ATTAINED AT LEAST 75% OF THEIR INTENDED MINIMUM COMPRESSIVE STRENGTH.
10. THE CONTRACTOR SHALL PROVIDE TEMPORARY ERECTION BRACING AND SUPPORTS AS REQUIRED FOR THE SAFE ERECTION OF ALL STEEL. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL PERMANENT BRACING HAS BEEN INSTALLED AND FLOOR SLAB CONCRETE HAS ATTAINED 75% OF ITS REQUIRED STRENGTH.
11. STRUCTURAL STEEL SHALL BE TRUE AND PLUMB BEFORE FINAL BOLTING OR WELDING OF CONNECTIONS.
12. THE CONTRACTOR SHALL NOT MODIFY OR CUT ANY STRUCTURAL STEEL WITHOUT WRITTEN APPROVAL FROM THE EOR.
13. THE CONTRACTOR SHALL FIELD TOUCH UP ALL ABRASIONS, BURNS, AND SIMILAR DEFECTS IN PAINT OF STRUCTURAL STEEL.
14. PROVIDE 1/4" CLOSURE/END PLATES FOR ALL OPEN ENDS OF HSS & PIPE MEMBERS.

POST- INSTALLED ANCHORS

1. THE DIAMETER, EMBEDMENT LENGTH AND TYPE OF ADHESIVE ANCHORS AND SCREW ANCHORS SHALL BE AS SPECIFIED ON THE DRAWINGS.
2. THE SUBSTITUTION OF OTHER MANUFACTURER'S SIMILAR PRODUCTS IS ALLOWED, PROVIDED THAT THE SIZE IS EQUAL TO, AND CAPACITY IN SHEAR AND UPLIFT ARE EQUAL TO OR GREATER THAN WHAT IS SPECIFIED ON THE DRAWINGS. THE COST OF REDESIGN OF SUCH SUBSTITUTIONS SHALL BE BORE BY THE CONTRACTOR.
3. INSTALLATION OF ANCHORS SHALL STRICTLY FOLLOW ALL MANUFACTURER'S WRITTEN INSTRUCTIONS AND SPECIFICATIONS. ALL DRILL HOLE PREPARATIONS SHALL BE FOLLOWED.
4. NO LOAD SHALL BE APPLIED TO ADHESIVE ANCHORS PRIOR TO THE FULL CURE TIME AS SPECIFIED BY THE MANUFACTURER.
5. TESTING OF 10% OF ALL INSTALLED ANCHORS IS REQUIRED. TESTED ANCHORS SHALL MEET THE MANUFACTURERS PROOF LOAD REQUIREMENTS AND/OR INSTALLATION TORQUE REQUIREMENTS. MALFUNCTIONING FASTENERS SHALL BE REPLACED.
6. ALL ADHESIVE ANCHOR INSTALLATIONS IN THE HORIZONTAL TO VERTICALLY OVERHEAD ORIENTATION SHALL BE CONDUCTED BY A CERTIFIED ADHESIVE ANCHOR INSTALLER AS CERTIFIED BY ACI PER 318-11 9.2.2 OR AC1 318-14 17.8.2.2 OR ACI 318-19 17.2.3. OR APPROVED EQUIVALENT. CURRENT AAI CERTIFICATE MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO COMMENCEMENT OF ANY ADHESIVE ANCHOR INSTALLATIONS.
7. ADHESIVE ANCHORS IN CRACKED AND UNCRACKED CONCRETE SHALL BE DEWALT PURE 220+ (ICC-ES ESR 5144) OR SIMPSON SET 3G OR HILTI RE 500 V3.
8. SCREW ANCHORS IN CRACKED AND UNCRACKED CONCRETE SHALL BE DEWALT SCREW-BOLT+ (ICC-ES ESR 4042) OR SIMPSON TITEN HD OR HILTI KWIK KH-EZ / KWIK.

CONCRETE SLAB ON GRADE SCHEDULE

MARK	CONCRETE SLAB: TYPE	CONCRETE SLAB: THICKNESS	CONCRETE SLAB: SLAB REINFORCING	COMPACTED GRAVEL THICKNESS	REMARKS
SOG 6	NWC	6"	FORTA FERRO FIBER REINF (5 LB/CY)	8"	PROVIDE LIGHTWEIGHT STRUCTURAL FILL BELOW SLAB TO FOOTING - SEE GENERAL NOTES

PIER SCHEDULE

MARK	DIMENSIONS: DIAMETER	DIMENSIONS: WIDTH	DIMENSIONS: LENGTH	REINFORCING: VERTICAL	REINFORCING: TIES	REMARKS
P1		2'-0"	3'-0"	(10)-#6	#3 @1'-0" OC	

FOOTING SCHEDULE

MARK	DIMENSIONS: WIDTH	DIMENSIONS: LENGTH	DIMENSIONS: THICKNESS	REINFORCING	REMARKS
F5	5'-0"	5'-0"	1'-0"	(5) #5 EW	
F6	6'-0"	6'-0"	1'-2"	(6) #5 EW	

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PROJECT:

PEG HIRVONEN BANDSHELL
PRESQUE ISLE PARK, MARQUETTE, MI

PRICING SET

KEY PLAN:

NOT FOR CONSRUCTION

Project #: 2024005

Date: 02.11.2025

No.	Purpose of Revision	Date

STRUCTURAL GENERAL NOTES & SCHEDULES

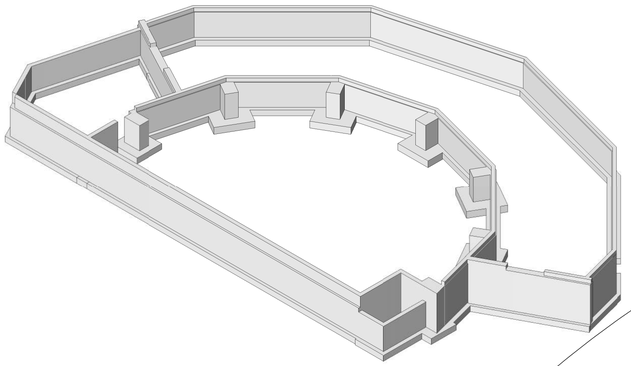
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PRICING SET

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S001

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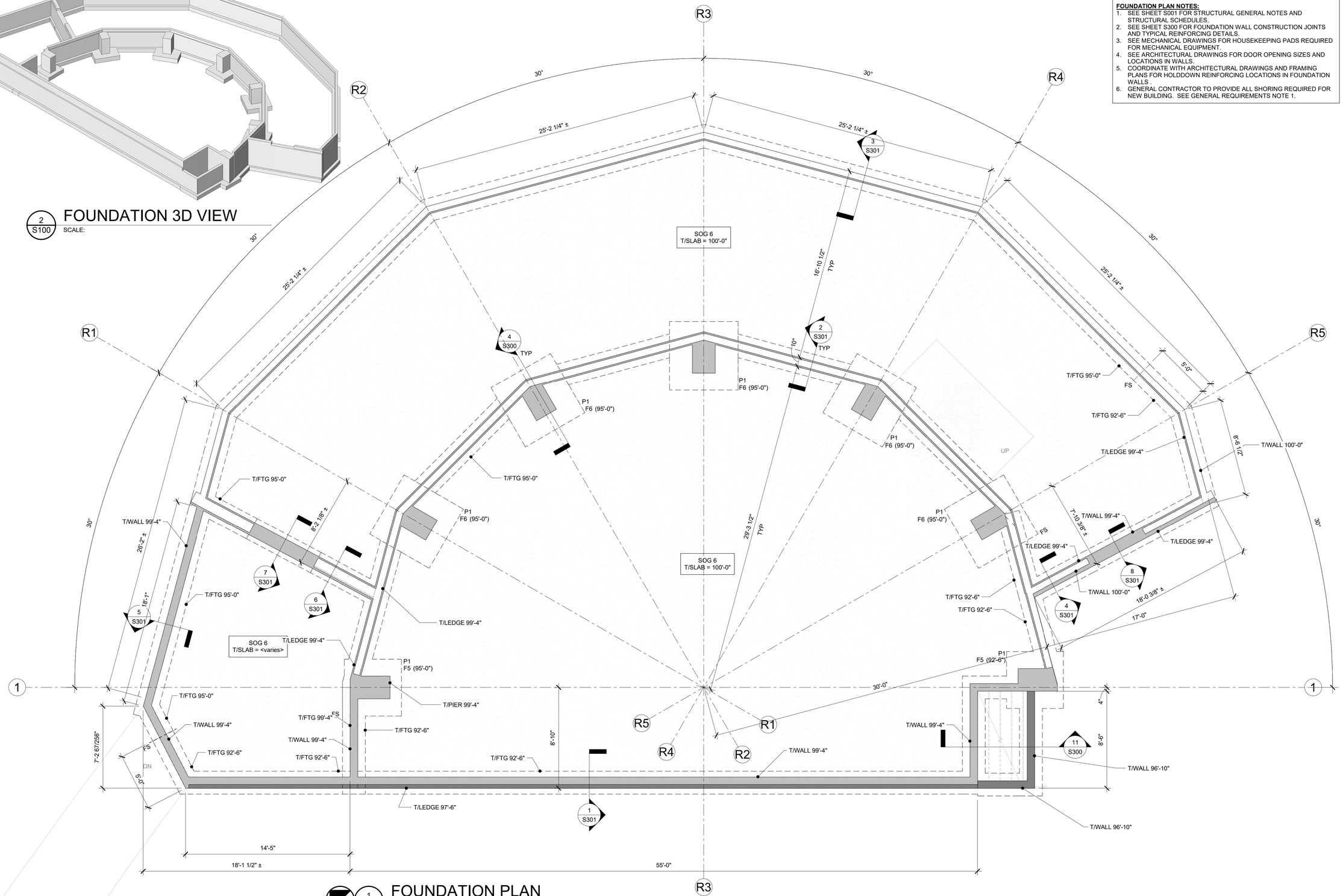


2 / S100 FOUNDATION 3D VIEW

SCALE:

FOUNDATION PLAN NOTES:

1. SEE SHEET S001 FOR STRUCTURAL GENERAL NOTES AND STRUCTURAL SCHEDULES.
2. SEE SHEET S300 FOR FOUNDATION WALL CONSTRUCTION JOINTS AND TYPICAL REINFORCING DETAILS.
3. SEE MECHANICAL DRAWINGS FOR HOUSEKEEPING PADS REQUIRED FOR MECHANICAL EQUIPMENT.
4. SEE ARCHITECTURAL DRAWINGS FOR DOOR OPENING SIZES AND LOCATIONS IN WALLS.
5. COORDINATE WITH ARCHITECTURAL DRAWINGS AND FRAMING PLANS FOR HOLDDOWN REINFORCING LOCATIONS IN FOUNDATION WALLS .
6. GENERAL CONTRACTOR TO PROVIDE ALL SHORING REQUIRED FOR NEW BUILDING. SEE GENERAL REQUIREMENTS NOTE 1.



1 / S100 FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

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PROJECT:

PEG HIRVONEN BANDSHELL
PRESQUE ISLE PARK, MARQUETTE, MI

PRICING SET

KEY PLAN:

NOT FOR CONSRUCTION

Project #: 2024005

Date: 02.11.2025

No.	Purpose of Revision	Date

FOUNDATION PLAN

SHEET TITLE

PRICING SET

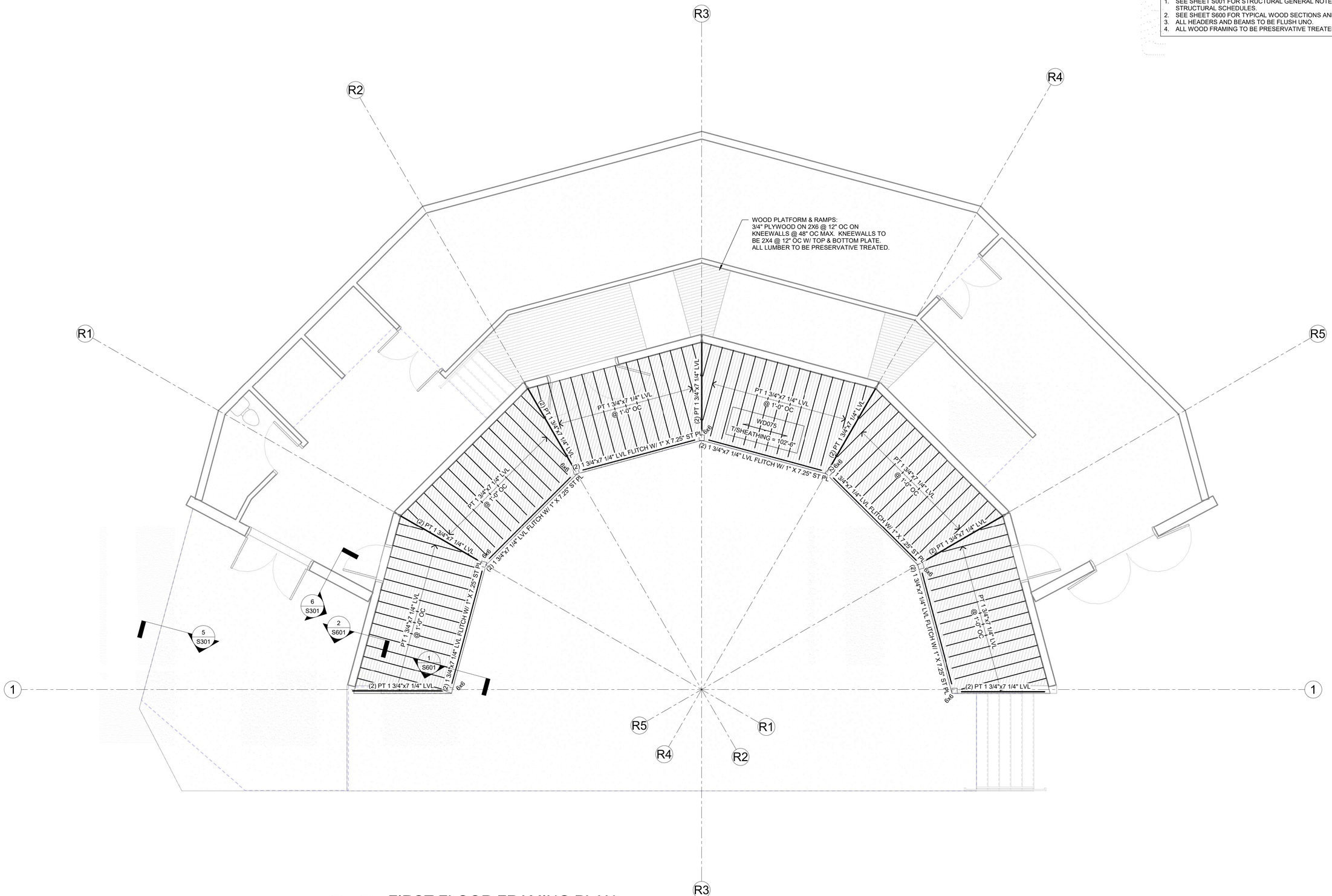
PHASE

S100

SHEET NO.

FLOOR FRAMING PLAN NOTES:

1. SEE SHEET S001 FOR STRUCTURAL GENERAL NOTES AND STRUCTURAL SCHEDULES.
2. SEE SHEET S600 FOR TYPICAL WOOD SECTIONS AND DETAILS.
3. ALL HEADERS AND BEAMS TO BE FLUSH UNO.
4. ALL WOOD FRAMING TO BE PRESERVATIVE TREATED.



1/S101 FIRST FLOOR FRAMING PLAN

SCALE: 1/4" = 1'-0"

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FIRST FLOOR FRAMING PLAN

SHEET TITLE

PRICING SET

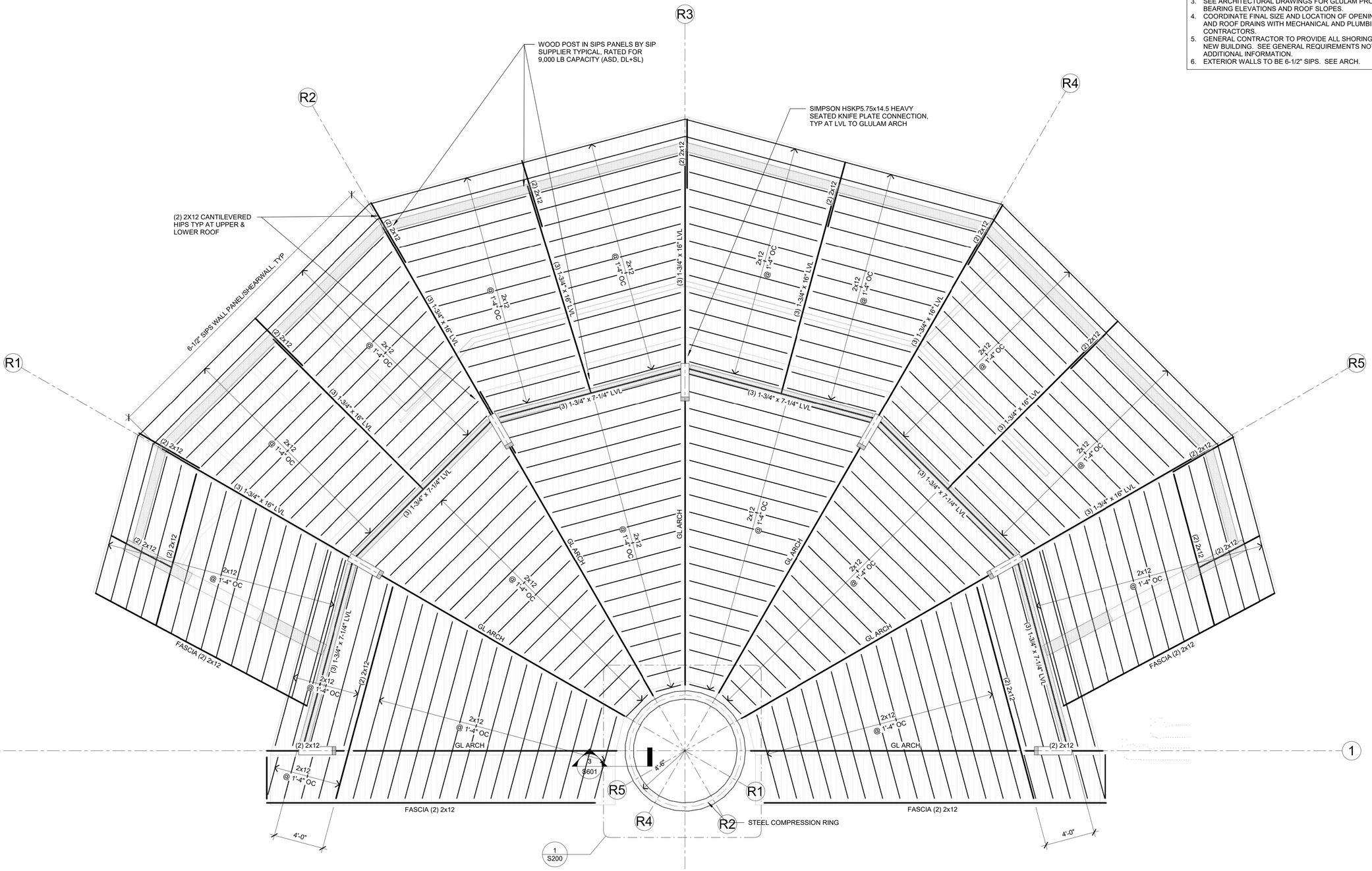
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S101

SHEET NO.

ROOF PLAN NOTES:

1. SEE SHEET S001 FOR STRUCTURAL GENERAL NOTES AND STRUCTURAL SCHEDULES.
2. SEE SHEET S600 FOR TYPICAL WOOD SECTIONS AND DETAILS.
3. SEE ARCHITECTURAL DRAWINGS FOR GLULAM PROFILES, RAFTER BEARING ELEVATIONS AND ROOF SLOPES.
4. COORDINATE FINAL SIZE AND LOCATION OF OPENINGS, EQUIPMENT AND ROOF DRAINS WITH MECHANICAL AND PLUMBING CONTRACTORS.
5. GENERAL CONTRACTOR TO PROVIDE ALL SHORING REQUIRED FOR NEW BUILDING. SEE GENERAL REQUIREMENTS NOTE 1 FOR ADDITIONAL INFORMATION.
6. EXTERIOR WALLS TO BE 6-1/2" SIPS. SEE ARCH.



1 S102 ROOF FRAMING PLAN

SCALE: 1/4" = 1'-0"

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KEY PLAN:

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Project #: 2024005

Date: 02.11.2025

No.	Purpose of Revision	Date

ROOF FRAMING PLAN

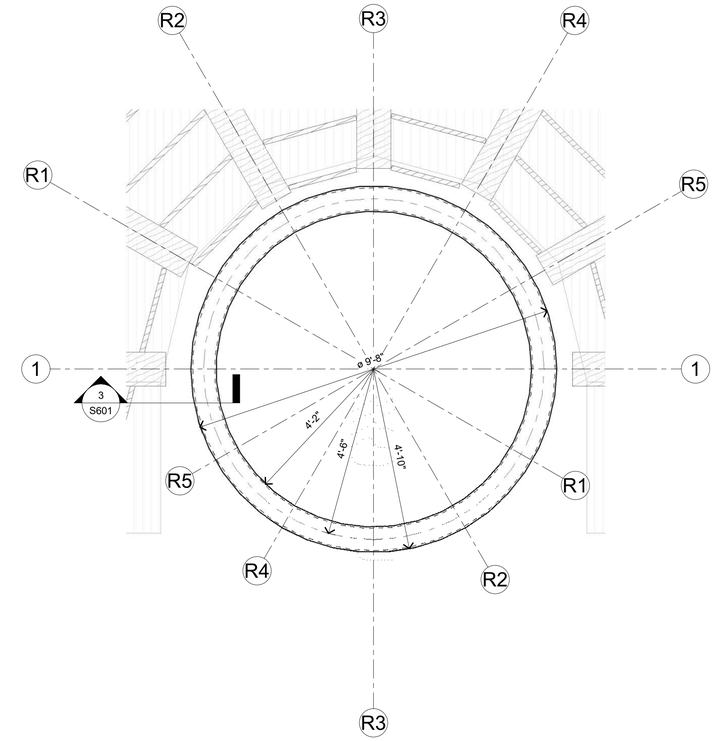
SHEET TITLE

PRICING SET

PHASE

S102

SHEET NO.



1 S200 ENLARGED COMPRESSION RING PLAN

SCALE: 1/2" = 1'-0"

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No.	Purpose of Revision	Date

ENLARGED PLANS

SHEET TITLE

PRICING SET

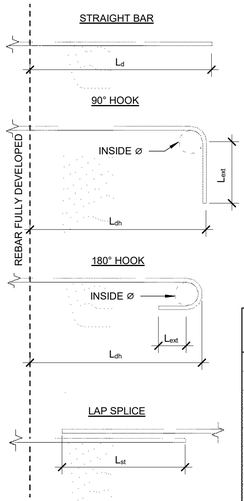
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S200

SHEET NO.

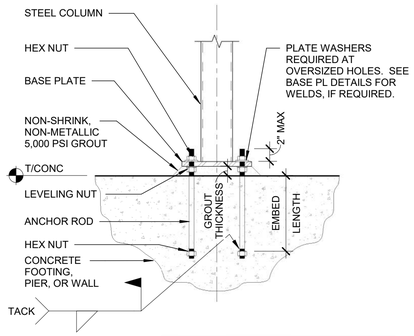
BAR SIZE		#3	#4	#5	#6	#7	#8	#9	#10	#11
INSIDE BEND ⌀		2.25"	3	3.75	4.5	5.25	6	9.0	10.2	11.3
L_{ext} - 90° HOOK		4.5"	6	7.5	9	10.5	12	13.5	15.2	16.8
L_{ext} - 180° HOOK		2.5"	2.5	2.5	3	3.5	4	4.5	5.1	5.6
3000 PSI	L_d	16.4	21.9	27.4	32.9	47.9	54.8	1.8	69.6	77.2
	L_{dh}	8.2	11.0	13.7	16.4	19.2	21.9	24.7	27.8	30.9
	L_{st} TOP BARS	28	38	47	56	81	93	105	118	131
	L_{st} OTHERS	22	29	36	43	63	72	81	91	101
4000 & 4500 PSI	L_d	14.2	19.0	23.7	28.5	41.5	47.4	53.5	60.2	66.9
	L_{dh}	7.1	9.5	11.9	14.2	16.6	19.0	21.4	24.1	26.8
	L_{st} TOP BARS	25	33	41	49	71	81	91	102	114
	L_{st} OTHERS	19	25	31	37	54	62	70	79	87
5000 PSI	L_d	12.7	17.0	21.2	25.5	37.1	42.4	47.9	53.9	59.8
	L_{dh}	6.4	8.5	10.6	12.7	14.9	17.0	19.1	21.6	23.9
	L_{st} TOP BARS	22	29	36	43	63	72	81	92	102
	L_{st} OTHERS	17	23	28	34	49	56	63	70	78

NOTE:
1. TABLULATED VALUED ARE BASED ON GRADE 60 REINFORCING BARS AND NORMAL WEIGHT CONCRETE.
2. TENSION LAP SPLICE LENGTHS ARE CALCULATED PER ACI 318-14. LENGTHS ARE IN INCHES.
3. TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12" OF CONCRETE CAST BELOW THE BARS.
4. SPLICE COVERS IN THIS SCHEDULE ARE BASED ON CLEAR COVER AT LEAST 1.0 BAR ⌀ AND CLEAR SPACING AT LEAST 2.0 BAR ⌀.



1 S300 REINFORCING STEEL TYPICAL DEVELOPMENT LENGTHS & LAP SPLICES

SCALE: NTS



BOLT Ø (IN.)	WASHER SIZE (IN.)	WASHER THICKNESS (IN.)	MAXIMUM HOLE Ø (IN.)	EMBED LENGTH (IN.)	GROUT THICKNESS (IN.)
3/4	2 x 2	1/4	1 5/16	8	1 1/2
7/8	2 1/2 x 2 1/2	5/16	1 9/16	12	1 1/2
1	3 x 3	3/8	1 13/16	14	1 1/2
1 1/4	3 x 3	1/2	2 1/16	16	2 1/2
1 1/2	3 1/2 x 3 1/2	1/2	2 5/16	18	2 1/2
1 3/4	4 x 4	5/8	2 3/4	20	2 1/2
2	5 x 5	3/4	3 1/4	22	3 1/2
2 1/2	5 1/2 x 5 1/2	7/8	3 1/4	24	3 1/2

2 S300 TYPICAL CAST-IN-PLACE ANCHOR

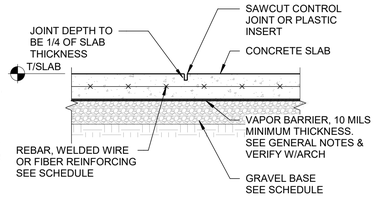
SCALE: NTS

SECTION 1: SLAB-ON-GRADE NOTES
1. SLAB-ON-GRADE CONSTRUCTION SHOULD CONFORM WITH THE RECOMMENDATIONS AND REQUIREMENTS SET FORTH IN THE LATEST RELEASE OF ACI 302 GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION.
2. REFER TO GEOTECHNICAL REPORT AND/OR ARCHITECTURAL DRAWINGS & SPECIFICATIONS FOR SUB-FLOOR DRAINAGE SYSTEM, SUBGRADE PREPARATION, MUD SLAB AND/OR VAPOR RETARDER REQUIREMENTS.
3. THE SUBGRADE SHALL BE FREE OF STANDING WATER AT THE TIME OF CONCRETE PLACEMENT.
4. REFER TO PLANS FOR SLAB THICKNESS ("T") AND REINFORCEMENT (WWF OR REINFORCEMENT BARS). REFER TO SPECIFICATIONS FOR FIBER REINFORCEMENT TO BE INCORPORATED IN CONCRETE MIX, IF ANY. WHERE PRESENT, REINFORCING BARS SHALL BE CHAIRED BY SOIL SUPPORTED SLAB BOLSTERS.
5. PROVIDE (2) #5 x 4'-0" AT ALL RE-ENTRANT CORNERS AND OTHER SIMILAR SLAB DISCONTINUITIES.
6. UNLESS SHOWN OTHERWISE ON THE DRAWINGS, PROVIDE CONTROL AND/OR CONSTRUCTION JOINTS AT EVERY COLUMN LINE AND IN BETWEEN THE COLUMNS SUCH THAT THE JOINT SPACING DOES NOT EXCEED 36 x ("T") UNO. THE RESULTING PANELS SHOULD BE APPROXIMATELY SQUARE.

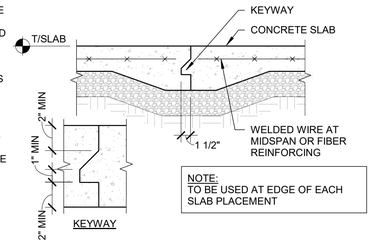
SECTION 2: CONSTRUCTION JOINT NOTES
1. BREAK THE BOND BETWEEN NEW AND PREVIOUSLY PLACES SLABS BY SPRAYING OR BY PAINTING THE EXPOSED SIDE OF THE JOINT WITH A CURING COMPOUND, ASPHALTIC EMULSION, OR FORM OIL.

SECTION 3: CONTROL JOINT NOTES
1. FOR SAW-CUT CONTROL JOINTS, MAKE THE SAW-CUT AS SOON AS THE SLAB IS ABLE TO SUPPORT THE WEIGHT OF WORKERS AND SAWING EQUIPMENT WITHOUT DAMAGE TO THE FINISHED SURFACE OF THE SLAB, BUT WITHIN 24 HOURS.
2. DEPTH OF SAW-CUT SHOULD BE 1 1/4" IF PRODUCED USING THE EARLY ENTRY DRY-CUT PROCESS AND "T"/4 (1" MIN) IF PRODUCED USING THE CONVENTIONAL WET-CUT PROCESS.
3. VERIFY WITH ARCHITECT FOR EPOXY RESIN OR ELASTOMERIC SEALANT REQUIREMENTS TO FILL CONTROL JOINTS.

SECTION 4: FORMED CONTROL JOINT OPTION NOTES
1. FORM CONTROL JOINTS BY INSERTING A PRE-MOLDED STRIP INTO THE FRESH CONCRETE UNTIL THE TOP SURFACE OF THE STRIP IS FLUSH WITH THE TOP SURFACE OF THE SLAB.
2. TOOL THE SLAB EDGES ROUND ON EACH SIDE OF THE INSERT, 1/8" MAX RADIUS.
3. AFTER THE CONCRETE HAS CURED, REMOVE THE INSERTS AND CLEAN THE GROOVE OF LOOSE DEBRIS.



SLAB CONTROL JOINT

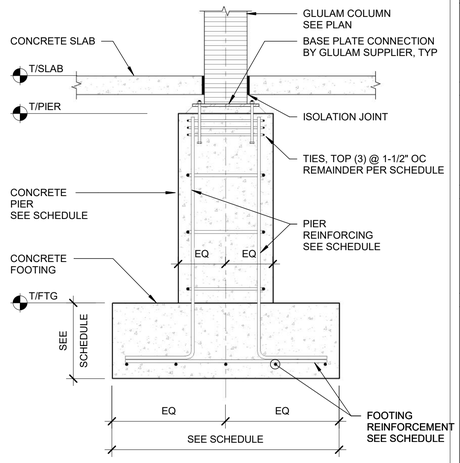


NOTE:
TO BE USED AT EDGE OF EACH SLAB PLACEMENT

SLAB CONSTRUCTION JOINT

3 S300 TYPICAL SLAB JOINTS

SCALE: NTS



4 S300 TYPICAL CONCRETE PIER DETAIL

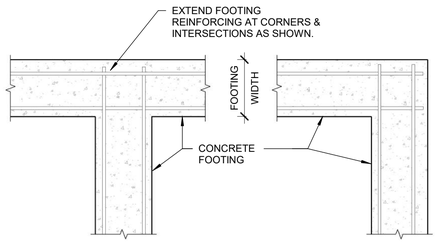
SCALE: NTS

5 S300 TYPICAL WALL CONSTRUCTION JOINT

SCALE: NTS

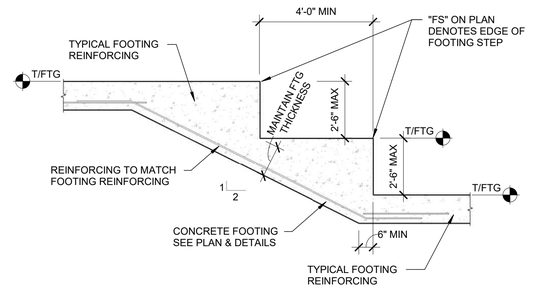
6 S300 TYPICAL WALL REINFORCING

SCALE: NTS



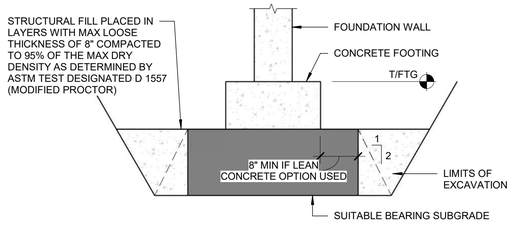
7 S300 TYPICAL FOOTING REINFORCING

SCALE: NTS



8 S300 TYPICAL FOOTING STEP (FS)

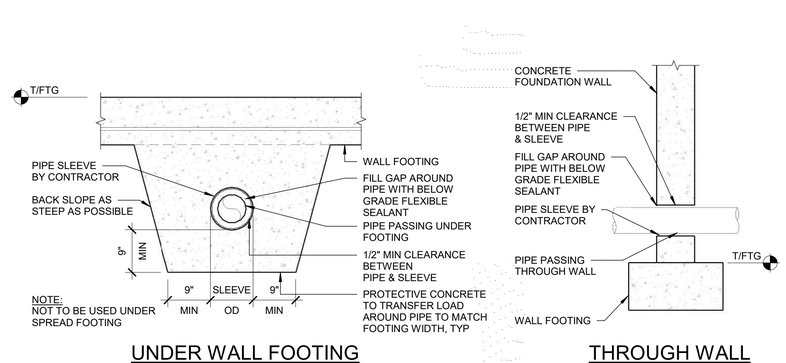
SCALE: NTS



NOTES:
1. CONTRACTOR'S OPTION: ELIMINATE STRUCTURAL FILL BY LOWERING DESIGNED FOOTING ELEVATION SO THAT FOOTING RESTS DIRECTLY ON SUITABLE BEARING SUBGRADE, PROVIDE LEAN CONCRETE (f'c = 500 PSI MIN) UNDER THE FOOTING AS SHOWN HATCHED ABOVE, OR INCREASE FOOTING THICKNESS TO REACH SUITABLE BEARING SUBGRADE.
2. THIS DETAIL APPLIES ONLY AT THOSE LOCATIONS WHERE GEOTECH ENGINEER DEEMS SOILS AT DESIGNED FOOTING ELEVATIONS ARE INADEQUATE FOR FOOTING SUPPORT. WHERE THIS WORK IS REQUIRED, CONTRACTOR WILL BE COMPENSATED ON A PRE-ESTABLISHED UNIT COST AGREED UPON BY THE CONTRACTOR, ARCHITECT/ENGINEER, AND OWNER.

9 S300 TYPICAL OVER EXCAVATION DETAIL

SCALE: NTS



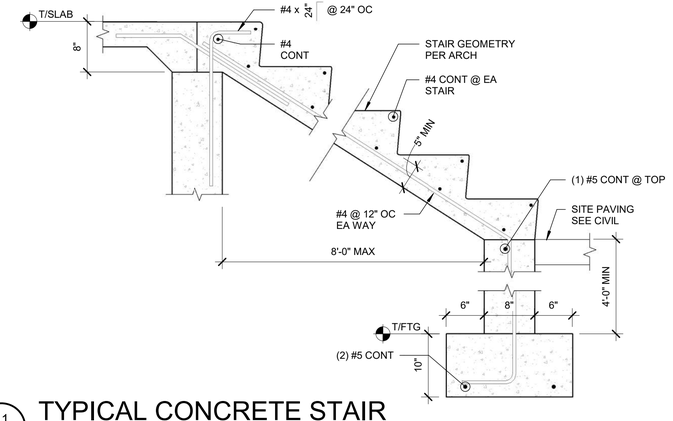
NOTE:
NOT TO BE USED UNDER SPREAD FOOTING

UNDER WALL FOOTING

THROUGH WALL

10 S300 TYPICAL PIPE CROSSING FOUNDATION WALL

SCALE: NTS



11 S300 TYPICAL CONCRETE STAIR

SCALE: NTS

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CONCRETE SECTIONS & DETAILS

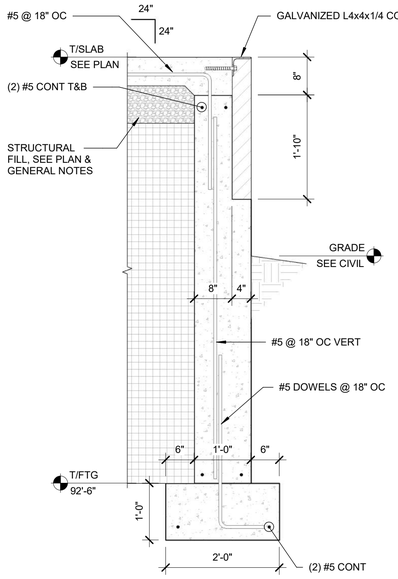
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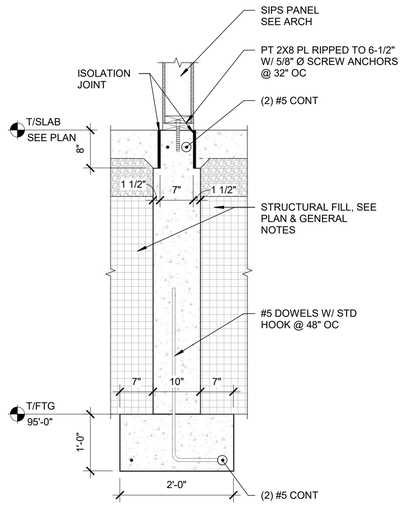
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S300

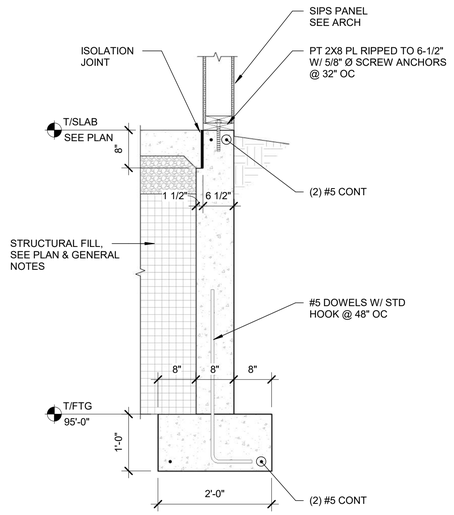
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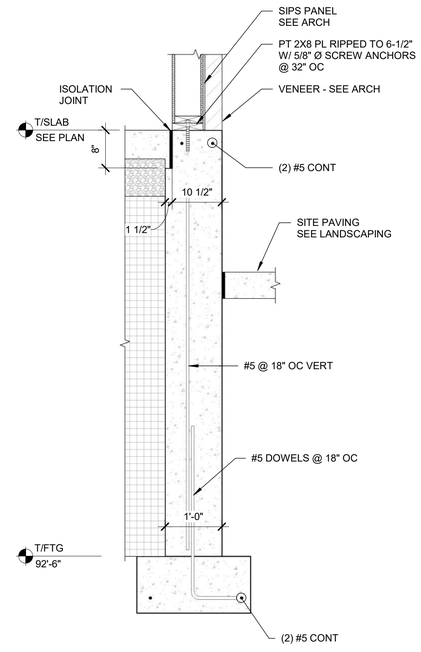
1 S301 **SECTION**
SCALE: NTS



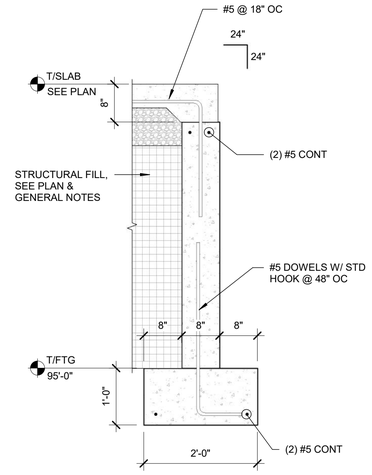
2 S301 **SECTION**
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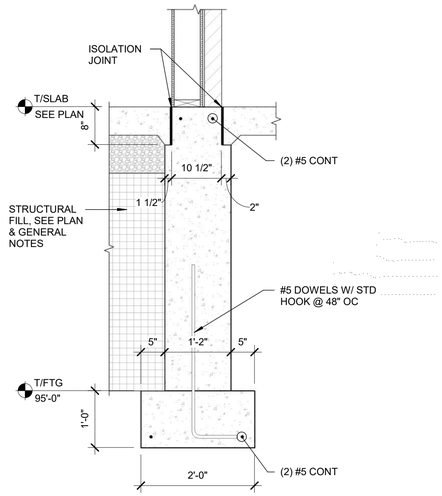
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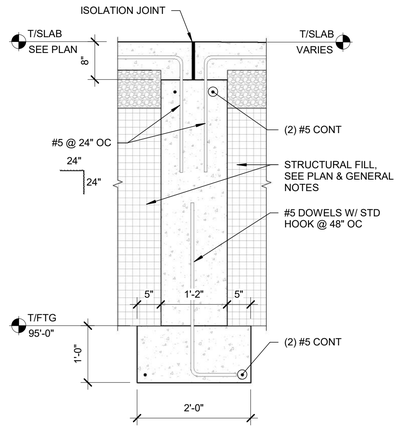
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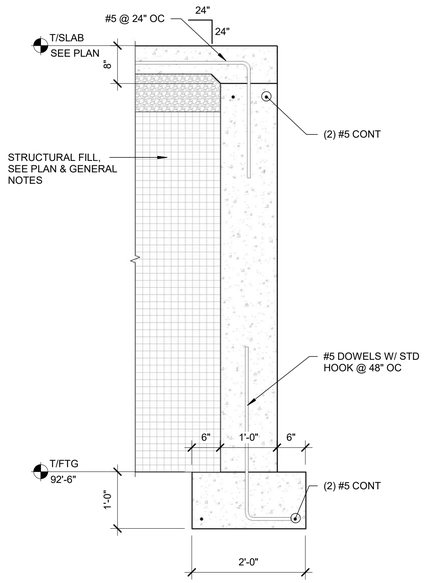
5 S301 **SECTION**
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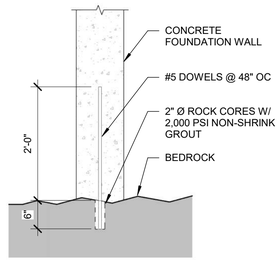
6 S301 **SECTION**
SCALE: NTS



7 S301 **SECTION**
SCALE: NTS



8 S301 **SECTION**
SCALE: NTS



9 S301 **ALTERNATE BEDROCK CONNECTION DETAIL**
SCALE: NTS

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PRICING SET

KEY PLAN:

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Project #: 2024005

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CONCRETE SECTIONS & DETAILS

SHEET TITLE

PRICING SET

PHASE

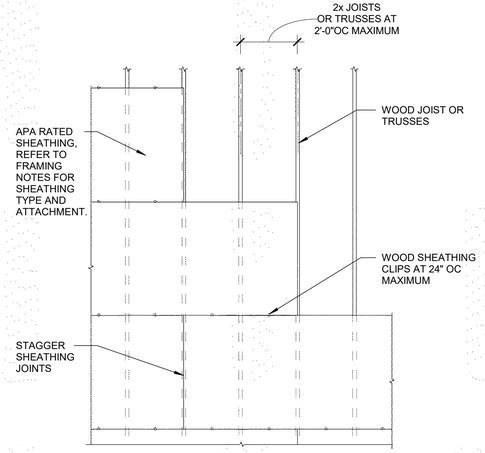
S301

SHEET NO.

TYPICAL FASTENING SCHEDULE		
CONNECTION TYPE:	NAILING - COMMON NAILS: (UNLESS OTHER CONNECTION IS REQUIRED)	NAILING - STRIP NAILS: (UNLESS OTHER CONNECTION IS REQUIRED)
DOUBLE TOP PLATES, FACE NAIL DOUBLE TOP PLATES, LAP SPLICE, FACE NAIL TOP PLATES, LAPS & INTERSECTIONS, FACE NAIL	16d COMMON (3-1/2"x0.135") @ 16" OC (8) 16d COMMON (3-1/2"x0.162") (2) 16d COMMON (3-1/2"x0.162")	3"x0.131" @ 12" OC (12) 3"x0.131" (3) 3"x0.131"
TOP PLATE TO STUD, END NAIL CONT HEADER TO STUD, TOENAIL STUD TO SOLE PLATE	(2) 16d COMMON (3-1/2"x0.162") (4) 8d COMMON (2-1/2"x0.131") (4) 8d COMMON (2-1/2"x0.131"), TOENAIL OR (2) 16d COMMON (3-1/2"x0.162"), END NAIL	(3) 3"x0.131" -- (4) 3"x0131" TOENAIL (3) 3"x0.131" END NAIL
BUILT-UP STUD COLUMNS, FACE NAIL BUILT-UP CORNER STUDS & SUPPORT STUDS	10d COMMON (3"x0.148") @ 16" OC STAGGERED 16d COMMON (3-1/2"x0.162") @ 24" OC STAGGERED	3"x0.131" @ 12" OC STAGGERED 3"x0.131" @ 16" OC STAGGERED
BUILT-UP HEADER, FACE NAIL	16d COMMON (3-1/2"x0.162") @ 12" OC ALONG EACH EDGE	-
PLYWOOD/OSB ROOF SHEATHING (APA RATED) UNLESS NOTED OTHERWISE	8d COMMON (2-1/2"x0.131") @ 6" OC AT SUPPORTED PANEL EDGES 8d COMMON (2-1/2"x0.131") @ 12" OC AT INTERMEDIATE MEMBERS IN FIELD OF PANELS	3"x0.131" @ 6" OC AT SUPPORTED PANEL EDGES 3"x0.131" @ 12" OC AT INTERMEDIATE MEMBERS IN FIELD OF PANELS
JOIST TO SILL OR GIRDER, TOENAIL RIM JOIST TO TOP PLATE, TOENAIL BLOCKING BTWN JOIST/RAFTERS TO TOP PL, TOENAIL	(3) 8d COMMON (2-1/2"x0.131") 8d COMMON (2-1/2"x0.131") @ 6" OC (3) 8d COMMON (2-1/2"x0.131")	(3) 3"x0.131" 3"x0.131" @ 6" OC (3) 3"x0.131"
JOIST TO RIM BOARD, FACE NAIL SOLE PLATE TO JOIST/BLOCKING, FACE NAIL	(3) 16d COMMON (3-1/2"x0.162") 16d COMMON (3-1/2"x0.135") @ 16" OC	(4) 3"x0.131" 3"x0.131" @ 8" OC
FLOOR SHEATHING (APA RATED) UNLESS NOTED OTHERWISE	#8 SCREWS @ 6" OC AT SUPPORTED PANEL EDGES #8 SCREWS @ 12" OC AT INTERMEDIATE MEMBERS IN FIELD OF PANELS W/ CONSTRUCTION ADHESIVE	#8 SCREWS @ 6" OC AT SUPPORTED PANEL EDGES #8 SCREWS @ 12" OC AT INTERMEDIATE MEMBERS IN FIELD OF PANELS W/ CONSTRUCTION ADHESIVE

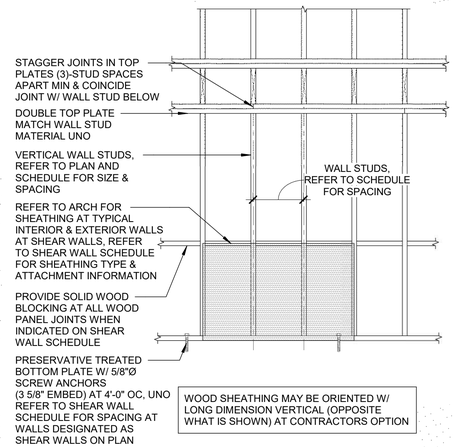
1 S600 TYPICAL WOOD FASTENING SCHEDULE

SCALE: NTS



2 S600 TYPICAL WOOD ROOF SHEATHING ATTACHMENT

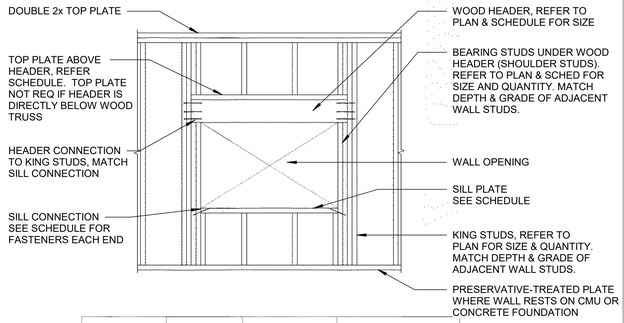
SCALE: NTS



WOOD SHEATHING MAY BE ORIENTED W/ LONG DIMENSION VERTICAL (OPPOSITE WHAT IS SHOWN) AT CONTRACTORS OPTION

3 S600 TYPICAL WOOD BEARING WALL

SCALE: NTS

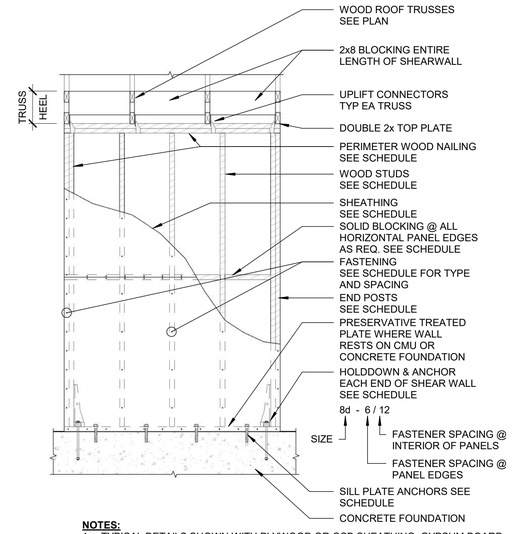


OPENING WIDTH	SILL PLATE SIZE	PLATE GRADE	NUMBER OF SIMPSON SDWC15600 SCREWS
0'-0" TO 4'-0"	2x6	SPF STUD	-
4'-0" TO 8'-0"	2x6	SPF No.1/No.2	2
8'-0" TO 11'-0"	1 3/4"x5 1/2"	2.0E LVL	3
11'-0" TO 14'-0"	(2) 1 3/4"x5 1/2"	2.0E LVL	3

NOTE:
USE SIMPSON HH HEADER HANGER FOR HEADER CONNECTION TO WOOD COLUMNS.

4 S600 TYPICAL OPENING FRAMING IN A WOOD STUD WALL

SCALE: NTS



NOTES:
1. TYPICAL DETAILS SHOWN WITH PLYWOOD OR OSB SHEATHING. GYPSUM BOARD SHEAR WALLS SIMILAR, SEE SCHEDULE FOR FASTENERS AND SPACING.
2. CONTRACTOR OPTION: WOOD SHEATHING MAY BE ORIENTED W/ LONG DIMENSION VERTICAL-OPPOSITE WHAT IS SHOWN ON DETAIL.

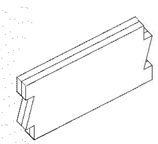
5 S600 SINGLE STORY WOOD SHEAR WALL

SCALE: NTS

1-3/4" WIDTH PIECES:
1. FOR BEAMS 12" AND LESS, MINIMUM OF (2) ROWS 12d (3-1/2") COMMON NAILS @ 12" OC OR (2) ROWS 1/4" Ø X 3-1/2" WOOD SCREWS @ 16" OC.
2. FOR BEAMS 14" AND DEEPER, MINIMUM OF (3) ROWS 12d (3-1/4") COMMON NAILS @ 12" OC OR (3) ROWS 1/4" Ø X 3-1/4" WOOD SCREWS @ 16" OC.
3. NAILED CONNECTIONS REQUIRE AN ADDITIONAL ROW OF NAILS WHEN NAIL SIZE IS SMALLER THAN SPECIFIED ABOVE (MINIMUM 0.128"x3").
4. LOAD MUST BE APPLIED EVENLY ACROSS ENTIRE BEAM WIDTH. OTHERWISE, USE CONNECTIONS FOR SIDE-LOADED BEAMS.

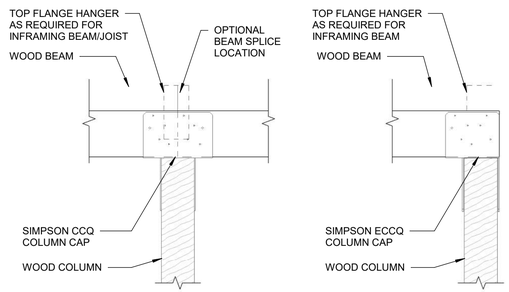
3-1/2" WIDTH PIECES:
1. MINIMUM OF (2) ROWS OF 1/2"⌀ BOLTS @ 24" OC, STAGGERED. FOR ALL OTHER TWO PIECE, CONTINUOUS HEADERS, PROVIDE 16d COMMON NAILS @ 16" OC ALONG EACH EDGE, UNLESS NOTED OTHERWISE.

NOTE:
1. MULTIPLE PIECES OF LVL OR LSL CAN BE NAILED OR BOLTED TOGETHER TO FORM A HEADER OR BEAM OF THE REQUIRED SIZE, UP TO A MAXIMUM WIDTH OF 7".



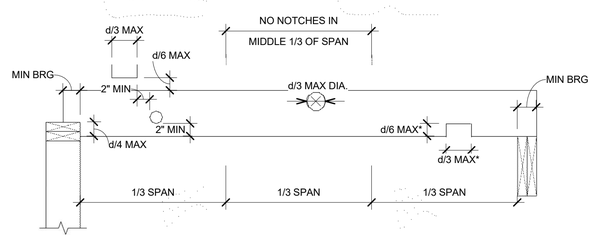
6 S600 MULTIPLE-MEMBER CONNECTIONS FOR TOP-LOADED BEAMS

SCALE: NTS



7 S600 TYPICAL BEAM TO COLUMN

SCALE: NTS



*NOTE: IF b ≥ 3-1/2", THEN NO NOTCHES ON TENSION SIDE EXCEPT AT ENDS. b = MEMBER THICKNESS.

JOIST SIZE	MAXIMUM NOTCH LENGTH	MAXIMUM NOTCH DEPTH	MAXIMUM END NOTCH DEPTH	MAXIMUM HOLE DEPTH	MINIMUM (1) BEARING LENGTH	
2x6	1-13/16"	7/8"	1-3/8"	1-13/16"	1-1/2"	3"
2x8	2-3/8"	1-3/16"	1-13/16"	2-3/8"	1-1/2"	3"
2x10	3-1/16"	1-1/2"	2-5/16"	3-1/16"	1-1/2"	3"
2x12	3-3/4"	1-7/8"	2-13/16"	3-3/4"	1-1/2"	3"

NOTE:
1. MINIMUM BEARING: 1-1/2" ON WOOD OR STEEL: 3" BEARING ON MASONRY.

8 S600 ALLOWABLE HOLES & NOTCHES IN SAWN LUMBER

SCALE: NTS

AWH
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C4E Project #: 24031
STRUCTURAL ENGINEER

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St. Paul, MN 55114
Matt Tucker
781.879.7233
CIVIL/LA ENGINEER

PROJECT:

PEG HIRVONEN BANDSHELL
PRESQUE ISLE PARK, MARQUETTE, MI

PRICING SET

KEY PLAN:

NOT FOR CONSRUCTION

Project #: 2024005

Date: 02.11.2025

No.	Purpose of Revision	Date

WOOD SECTIONS & DETAILS

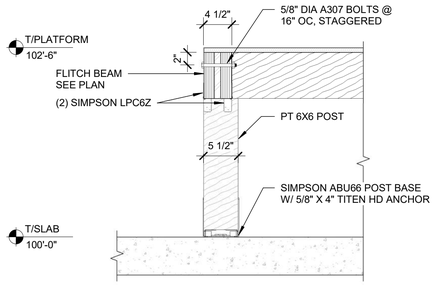
SHEET TITLE

PRICING SET

PHASE

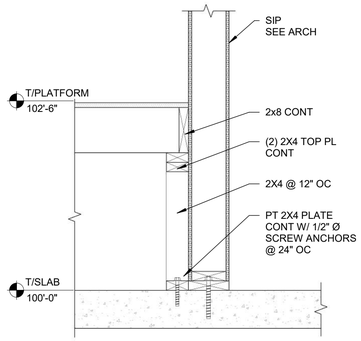
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SHEET NO.



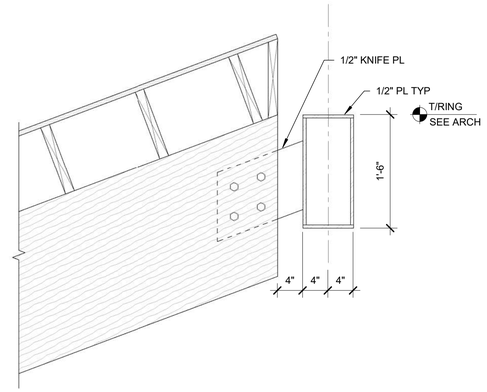
1 S601 PLATFORM SECTION

SCALE: NTS



2 S601 SECTION

SCALE: NTS



3 S601 SECTION

SCALE: NTS

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CIVIL/LA ENGINEER

PROJECT:

PEG HIRVONEN BANDSHELL
PRESQUE ISLE PARK, MARQUETTE, MI

PRICING SET

KEY PLAN:

NOT FOR CONSRUCTION

Project #: 2024005

Date: 02.11.2025

No.	Purpose of Revision	Date

WOOD & STEEL SECTIONS & DETAILS

SHEET TITLE

PRICING SET

PHASE

S601

SHEET NO.

Solicitation Information

City of Marquette

Solicitation Number

BP25-01

Deadline

03/27/2025 10:30 AM EDT

Advertised

02/13/2025 03:12 PM EST

Revised

03/19/2025 07:40 AM EDT

Description

MQ50-315 - Peg Hirvonen Bandshell

The work under this contract consists of demolition, site work, and construction of a new bandshell at Presque Isle Park in Marquette, MI.

Location(s)

1 Peter White Dr, Marquette, Michigan, 49855

Bidders

Business Name	Address	Phone
Miron Construction Co., Inc.	1471 McMahon Rd Neenah, WI 54956-6305	(920) 969-7000
Closner Construction & Sales, Inc.	2050 Enterprise St Marquette, MI 49855-1821	(906) 225-1146
2 Bidders		

Basis of Bid:

Bidder	Quantity	Unit Price	Extension
1 **Mobilization** **LS**			
Miron Construction Co., Inc.	1.0000	$361,511.00	$361,511.00
Closner Construction & Sales, Inc.	1.0000	$9,757.00	$9,757.00
2 **Erosion Control** **LS**			
Miron Construction Co., Inc.	1.0000	$2,701.00	$2,701.00
Closner Construction & Sales, Inc.	1.0000	$3,630.00	$3,630.00
3 **Demolition** **LS**			
Miron Construction Co., Inc.	1.0000	$74,136.00	$74,136.00
Closner Construction & Sales, Inc.	1.0000	$23,735.00	$23,735.00
4 **Site Work & Grading** **LS**			
Miron Construction Co., Inc.	1.0000	$183,840.00	$183,840.00
Closner Construction & Sales, Inc.	1.0000	$164,644.00	$164,644.00
5 **HMA and other paving** **LS**			
Miron Construction Co., Inc.	1.0000	$42,738.00	$42,738.00
Closner Construction & Sales, Inc.	1.0000	$48,382.00	$48,382.00
6 **Staging** **LS**			
Miron Construction Co., Inc.	1.0000	$162,872.00	$162,872.00

Basis of Bid:

Bidder	Quantity	Unit Price	Extension
6 Staging LS			
Closner Construction & Sales, Inc.	1.0000	$144,398.00	$144,398.00
7 Restroom LS			
Miron Construction Co., Inc.	1.0000	$1,414.00	$1,414.00
Closner Construction & Sales, Inc.	1.0000	$765.00	$765.00
8 Walls (SIP & Standard Partitions) LS			
Miron Construction Co., Inc.	1.0000	$164,444.00	$164,444.00
Closner Construction & Sales, Inc.	1.0000	$101,288.00	$101,288.00
9 Electrical LS			
Miron Construction Co., Inc.	1.0000	$118,098.00	$118,098.00
Closner Construction & Sales, Inc.	1.0000	$119,845.00	$119,845.00
10 Plumbing LS			
Miron Construction Co., Inc.	1.0000	$33,146.00	$33,146.00
Closner Construction & Sales, Inc.	1.0000	$19,442.00	$19,442.00
11 Exterior Clading LS			
Miron Construction Co., Inc.	1.0000	$209,134.00	$209,134.00
Closner Construction & Sales, Inc.	1.0000	$348,911.00	$348,911.00

Basis of Bid:

Bidder	Quantity	Unit Price	Extension
12 Doors LS			
Miron Construction Co., Inc.	1.0000	$26,526.00	$26,526.00
Closner Construction & Sales, Inc.	1.0000	$28,190.00	$28,190.00
13 Windows LS			
Miron Construction Co., Inc.	1.0000	$45,355.00	$45,355.00
Closner Construction & Sales, Inc.	1.0000	$28,178.00	$28,178.00
14 Roof LS			
Miron Construction Co., Inc.	1.0000	$204,098.00	$204,098.00
Closner Construction & Sales, Inc.	1.0000	$208,980.00	$208,980.00
15 Structural Components LS			
Miron Construction Co., Inc.	1.0000	$185,134.00	$185,134.00
Closner Construction & Sales, Inc.	1.0000	$335,476.00	$335,476.00
16 Foundation LS			
Miron Construction Co., Inc.	1.0000	$157,584.00	$157,584.00
Closner Construction & Sales, Inc.	1.0000	$385,694.00	$385,694.00
17 Plantings LS			
Miron Construction Co., Inc.	1.0000	$105,014.00	$105,014.00

Basis of Bid:

Bidder	Quantity	Unit Price	Extension
17 Plantings LS			
Closner Construction & Sales, Inc.	1.0000	$107,525.00	$107,525.00
18 Site Restoration LS			
Miron Construction Co., Inc.	1.0000	$6,430.00	$6,430.00
Closner Construction & Sales, Inc.	1.0000	$22,660.00	$22,660.00
Item totals for Basis of Bid: (18 Items)			**Total**
Miron Construction Co., Inc.			**Totals: $2,084,175.00**
Closner Construction & Sales, Inc.			**Totals: $2,101,500.00**

Agenda Date: 4/14/2025

New Business

Waiver Request for Planned Unit Development Proposal on W. Magnetic Street

BACKGROUND:

On March 18, 2025, the Planning Commission held a public hearing for a request to consider the Concept Plan and the Criteria for Qualifications of a proposed Planned Unit Development (PUD) for multiple parcels on W. Magnetic Street that were formerly used as parking lots by Marquette General Hospital. The Planning Commission found that the proposal met all the required criteria of Land Development Code (LDC) section 54.323(F) and seven of the criteria of subsection 323(F)(5), of which only three out of ten were required to be met in order for administrative approval to be granted. Having met the standards for approval of the PUD Concept and Project Qualifications, the Planning Commission was then able to consider a request by the applicant for the waiver of the LDC section 54.323(C)(1) standard requiring a PUD to be a minimum size of "...two (2) acres of contiguous land", which the City Commission may grant if it finds the circumstances listed in LDC section 54.323(C)(1) and/or (2) would be met by the proposal. The applicant provided a written request explaining how they meet these circumstances, and the Planning Commission deliberated on the request before rendering the following motion of recommendation:

It was moved by K. Clegg, and seconded by J. Fitkin, and carried 9-0 that after holding a public hearing, and review of the concept PUD site plan dated 2-17-25 and the Staff Report/Analysis with attachments for 01-PUD-03-25, the Planning Commission finds that the proposal is eligible for a PUD, and recommends to the City Commission approval of the waiver request per Section 54.323(C) due to the following findings - there is precedent [for non-contiguous PUD parcels], and for the anticipated achievement of consistent results in PUD development.

FISCAL EFFECT:

If developed for multiple housing units, the City will receive an increase in property tax revenue on the proposed PUD parcels after development occurs.

RECOMMENDATION:

Concur with the Planning Commission recommendation and approve the waiver of the minimum PUD size criteria for contiguous land.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- PC Case File 01-PUD-03-25_W. Magnetic St. PUD
- Request for Waiver of Min. PUD Size for case 01-PUD-03-25
- Minutes of 3-18-25 PC Meeting

CITY OF MARQUETTE
PLANNING AND ZONING
1100 WRIGHT STREET
MARQUETTE, MI 49855
(906) 228-0425
www.marquettemi.gov

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: March 13, 2025
SUBJECT: **01-PUD-03-25 – W. Magnetic St (Portion of PIN: 0410681)**

Veridea Group LLC is seeking Concept Plan approval of a proposed Planned Unit Development (PUD) for a mixture of Townhomes (1-unit, duplexes, triplexes, and 6-units) for a total of 40 units to be located at the three existing parking lots on the south side of W. Magnetic Street between Lee Street and Fourth Street. The public hearing is to determine if the criteria in Section 54.323(F) of the Land Development Code are met.

Please see the attached *Staff Report/Analysis* for a complete review of the proposal.

All notices have been sent in accordance with the Land Development Code and State Law. Correspondence has been received.

RECOMMENDED ACTION:

In accordance with the Land Development Code, the Planning Commission should hold a public hearing, review the proposed PUD application materials, and make a determination regarding the proposal's qualification for the PUD option.

It is also highly recommended that any motion regarding the PUD request include:

*After holding a public hearing, and review of the concept PUD site plan set dated 2-17-25, and the Staff Report/Analysis with attachments for 01-PUD-03-25, the Planning Commission finds that the request meets the following objectives (**a, b, c, ...j**) and the criteria of Section 54.323(F) of the Marquette City Land Development Code, therefore the proposal is eligible for a PUD.*

or,

*After holding a public hearing, and review of the concept PUD site plan dated 2-17-25, and the Staff Report/Analysis with attachments for 01-PUD-03-25, the Planning Commission **does not find** that the request meets three or more of the 10 objectives and the criteria of Section 54.323(F) of the Marquette City Land Development Code, therefore the proposal is not eligible for a PUD.*

MINIMUM SIZE WAIVER REQUEST:

If the Planning Commission makes a motion that the proposal is eligible for a PUD, then a recommendation must be made to the City Commission regarding Section 54.323(C).

> **(C) Minimum Size.** The minimum size of a PUD must be two (2) acres of contiguous land. However, the City Commission, upon recommendation from the Planning Commission, may permit a smaller PUD under the following circumstances:
>
> **(1)** The proposed project has unique characteristics and benefits; and/or
>
> **(2)** The parcel in question has unique characteristics that significantly impact development, such as unusual topography, tree stands, wetlands, poor soil conditions on portions of the parcel, water courses, unusual shape or proportions, or utility easements that cross the parcel.
>
> In such case, the applicant must submit a letter to the City requesting a waiver of the minimum PUD size requirements. The request must be submitted at the time of the submittal of Concept and Request for Consideration of Project Qualifications (*Section 54.323(G)*). The Planning Commission shall review the request and make a recommendation to the City Commission. The City Commission shall make the final decision concerning a request to waive the PUD size requirements.

It is also highly recommended that any motion regarding the PUD waiver request include:

*After holding a public hearing, and review of the concept PUD site plan dated 2-17-25, and the Staff Report/Analysis with attachments for 01-PUD-03-25, the Planning Commission found that the proposal is eligible for a PUD, and recommends to the City Commission (**approval/denial**) of the waiver request per Section 54.323(C) due to the following findings…*

STAFF FILE REVIEW/ANALYSIS

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

File Number: 01-PUD-03-25

Date: March 13, 2025

Project/Application: Applicant is seeking Concept Plan approval of a proposed Planned Unit Development (PUD) for a mixture of Townhome types (1-unit, duplexes, triplexes, and 6-units) for a total of 40 units to be located at the three existing parking lots on the south side of W. Magnetic Street between Lee Street and Fourth Street. The public hearing is to determine if the criteria in Section 54.323(F) of the Land Development Code are met.

Location: W. Magnetic Street (Between Lee St. and Fourth St.)

Parcel ID: Portion of 0410681

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

Current Zoning: MDR – Medium Density Residential

Surrounding Zoning:
North: M - Municipal
South: IM – Industrial/Manufacturing
East: IM – Industrial/Manufacturing
West: CR – Conservation & Recreation and BLP – Board of Light and Power

Zoning District and Standards:

Current Zoning – MDR

Section 54.308 MDR, Medium Density Residential District

(A) Intent
The MDR district is intended to establish and preserve medium density residential neighborhoods that present an environment acceptable to a range of users, including families of all types. Some additional non-residential compatible uses may be allowed. It is important to the community to preserve and enhance the pedestrian-friendly, compact neighborhood types where homes and buildings are of similar scale and character.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure	• Cemetery
• Accessory Use, Non-Single Family Residential Lots	• Dwelling, Intentional Community
• Accessory Use, Single-Family Residential Lots	• Dwelling, Quadplex
• Adult Foster Care, Family Home	• Foster Family Group Home
• Adult Foster Care, Small Group Home	• Hospital Hospitality House
• Child or Day Care, Family Home	• Public or Governmental Building
• Child or Day Care, Group Home	• Recreational Use, Public
• Child Care Center or Day Care Center	• Religious Institution

• Dwelling, Accessory Unit • Dwelling, Single-Family Detached • Dwelling, Triplex • Dwelling, Two-Family (Duplex) • Food Production, Minor • Foster Family Home • Home Occupation • Home Office • Homestays and Vacation Home • Outdoor Entertainment and Community Events (Temporary) • Residential Limited Animal Keeping • Small Wind Energy Systems, Roof-Mounted • Solar Energy Systems, <20kw- Accessory Use	• School, Primary or Secondary • School, University • Solar Energy Systems, ≥20kw to 2 MW - Accessory Use • Supportive Housing Facility, Transitional and/or Permanent
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

(D) Dimensional Regulations for 1 Dwelling unit and other uses identified in Section 54.308			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	4,500 *(C)*	*Front Yard (ft.)*	15 *(A), (B)*
Min. Lot Width (ft.)	37.5 *(D)*	*Side Yard (one) (ft.)*	5 *(L)*
Max. Impervious Surface Coverage (%)	*(S)*	*Side Yard (total of 2) (ft.)*	13 *(L)*
Max. Building Height of Primary Building (ft.) (Q)	31.5	*Rear Yard (ft.)*	20 *(L)*
Max. Building Height of Accessory Building	*(L)*		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

(E) Dimensional Regulations for 2 Dwelling Units			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	6,000 *(C)*	*Front Yard (ft.)*	15*(A),(B)*
Min. Lot Width (ft.)	50 *(D)*	*Side Yard (one) (ft.)*	10 *(L)*
Max. Impervious Surface Coverage (%)	*(S)*	*Side Yard (total of 2) (ft.)*	20 *(L)*
Max. Building Height of Primary Building (ft.) (Q)	31.5	*Rear Yard (ft.)*	20 *(L)*
Max. Building Height of Accessory Building	*(L)*		
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

(F) Dimensional Regulations for 3-4 Dwelling Units			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	9,000 *(E)*	*Front Yard (ft.)*	15 *(A)*
Min. Lot Width (ft.)	75 *(E)*	*Side Yard (one) (ft.)*	10 *(H), (L)*
Max. Impervious Surface Coverage (%)	*(S)*	*Side Yard (total of 2) (ft.)*	20 *(H), (L)*
Max. Building Height of Primary Building (ft.) (Q)	31.5	*Rear Yard (ft.)*	30 *(H), (L)*
Max. Building Height of Accessory Building	*(L)*		
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	0.50		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

(G) References to Additional Standards		
Definitions *Article 2*	***Exterior Lighting*** *Section 54.802*	***Landscaping and Screening*** *Article 10*
Subdivisions *Section 54.501*	***Riparian Buffers*** *Section 54.804*	***Signs*** *Article 11*
Site Condominiums *Section 54.503*	***Wetland Protection*** *Section 54.805*	***Nonconformities*** *Article 12*
Accessory Structures *Section 54.705*	***Steep Slopes and Ridgelines*** *Section 54.806*	***Zoning Permits*** *Section 54.1401*
Fences and Walls *Section 54.706*	***Parking, Loading, and Access Management*** *Article 9*	***Site Plan Review*** *Section 54.1402*

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

(1) Intent. It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.

(2) Buffer and Greenbelt Schedule. On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
LDR and MDR	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A

Proposed Zoning – PUD

Intent and Uses Allowed (staff comments, where applicable, are indicated in bold text):

Section 54.323 PUD, Planned Unit Development District

(A) Purpose. The Planned Unit Development (PUD) option is intended to encourage, with City approval, private or public development that is substantially in accord with the goals and objectives of the Community Master Plan. Development permitted under this Section shall be considered as an optional means of development only upon terms agreeable to the City. Use of

the PUD option will permit flexibility in the regulation of land development and benefit the City by:

(1) Encouraging innovation through an overall development plan to provide variety in design and layout.

(2) Achieving economy and efficiency in the use of land, natural resources, energy, and in the provision of public services and utilities.

(3) Encouraging the creation of useful open spaces particularly suited to the needs of the parcel in question.

(4) Providing appropriate housing, employment, service, and shopping opportunities suited to the needs of residents of Marquette.

(B) Use. The PUD may be used to:

(1) Permit nonresidential uses of residentially zoned areas.

(2) Permit residential uses of non-residentially zoned areas.

(3) Permit land uses and the mixing of land uses that would otherwise not be permitted, provided the objectives are supported by the Master Plan and the intent of this Ordinance and the resulting development promotes the public health, safety, and welfare without a material adverse impact on adjoining existing and planned uses.

(C) Minimum Size. The minimum size of a PUD must be two (2) acres of contiguous land. However, the City Commission, upon recommendation from the Planning Commission, may permit a smaller PUD under the following circumstances:

(1) The proposed project has unique characteristics and benefits; and/or

(2) The parcel in question has unique characteristics that significantly impact development, such as unusual topography, tree stands, wetlands, poor soil conditions on portions of the parcel, water courses, unusual shape or proportions, or utility easements that cross the parcel.

In such case, the applicant must submit a letter to the City requesting a waiver of the minimum PUD size requirements. The request must be submitted at the time of the submittal of Concept and Request for Consideration of Project Qualifications (*Section 54.101(G)*). The Planning Commission shall review the request and make a recommendation to the City Commission. The City Commission shall make the final decision concerning a request to waive the PUD size requirements.

(D) Density, Layout, and Bulk.

(1) Densities, setbacks, height, lot coverage, or lot sizes may be permitted that are different from the current zoning district and unique to the proposed PUD district, provided the other objectives of this Ordinance are met and the resulting development would promote the public health, safety, and welfare. The requirements of the Riparian Overlay District must be met.

(2) The PUD shall be laid out so various land uses and building bulk relate to each other and to adjoining existing and planned uses with no material adverse impact of one use on another. Clustering development is encouraged in areas that are not located in the Riparian Overlay District.

(E) Definitions.

(1) A "Planned Unit Development" (PUD) is a zoning district that shall apply to a specific parcel of land or several contiguous parcels of land, for which a comprehensive physical plan has been recommended by the Planning Commission, approved by the City Commission, and documented in a contract (PUD Agreement) between the City and site owner/developer. Such plan and contracted development will establish functional use areas and density patterns; will provide a fixed system of streets, public utilities, drainage, and other essential services; and account for similar factors necessary for and incidental to the intended land uses. The Planning Commission may, but is not required to, consider parcels separated by a public street as eligible for inclusion in a PUD.

(2) A "Pattern Book" is a document prepared by the applicant's design firm that contains specific information on the site master plan, and architectural designs for planned buildings. Information should include specifications on building materials, size, and dimensions, building elevations, and site design elements such as pedestrian walkways, lighting, landscaping, and signage.

(F) Criteria for Qualifications. The PUD option may be permitted anywhere in the City except in the Conservation and Recreation (CR) district. To be considered for the PUD option, it must be demonstrated that all of the following criteria are met:

(1) Use of this option shall not be for the purpose of avoiding applicable zoning requirements. Any permission given for any activity or building or use not normally permitted shall result in an improvement to the public health, safety, and welfare in the area affected.

The Land Development Code does not provide a zoning district that would allow for proposed structures with the setbacks.

(2) The PUD shall not be utilized in situations where the same land use objectives can be accomplished by application of conventional zoning provisions or standards. Problems or constraints presented by applicable zoning provisions shall be identified in the PUD application.

The Land Development Code does not provide a zoning district that would allow for all of the proposed uses with the setbacks. Please refer to the variances requested document attachment.

(3) The PUD option may be effectuated only when proposed land use will not materially add service and facility loads beyond those contemplated in the Master Plan unless the proponent can demonstrate to the sole satisfaction of the City that such added loads will be accommodated or mitigated by the proponent as part of the PUD.

The proposal will not add service and facility loads beyond those contemplated in the Community Master plan.

(4) The PUD shall not be allowed solely as a means of increasing density or as a substitute for a variance request; such objectives should be pursued through the normal zoning process by requesting a Zoning Map amendment or variance.

There currently is no other appropriate zoning district in the city that could be applied, due to the proposed structures with the setbacks being allowed in any single zoning district.

(5) The Planned Unit Development must substantially meet, as a minimum, three (3) or more of the following objectives. The benefits given to the developer through the flexibility of the PUD must be balanced with the benefits to the City:

(a) To permanently preserve open space or natural features because of their exceptional characteristics or because they can provide a permanent transition or buffer between land uses.

According to the applicant's narrative, "We are removing parking lots, adding valuable green space and creating the former residential area buffer."

(b) To permanently establish land use patterns that are compatible or that will protect existing or planned uses.

According to the applicant's narrative, "We are restoring the area back to its original residential area prior to MGH expansion into the neighborhood."

(c) To accept dedication or set aside open space areas in perpetuity.

According to the applicant's narrative, "We are creating a condominium plan which will be designating shared open spaces to the association."

(d) To provide alternative uses for parcels that can provide transition buffers to residential areas.

Per the applicant this objective is N/A.

(e) To guarantee provision of a public improvement that could not otherwise be required that would further the public health, safety, or welfare; protect existing or future uses from the impact of a proposed use; or alleviate an existing or potential problem relating to public facilities.

According to the applicant's narrative, "We are providing a public improvement by restoring the residential neighborhood."

(f) To promote the goals and objectives of the Community Master Plan.

According to the applicant's narrative, "We are providing additional housing in the City which is a master plan goal."

(g) To foster the aesthetic appearance of the City through quality building design and site development; the provision of trees and landscaping beyond minimum requirements; the preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements.

According to the applicant's narrative, "We are providing quality town homes that will mimic current improvements throughout the City."

(h) To bring about redevelopment of sites where an orderly change of use or requirements is determined to be desirable.

According to the applicant's narrative, "We are redeveloping the former MGH parking lots."

(i) To bring about redevelopment of sites that have been identified as environmentally distressed or Brownfields.

Per the applicant this objective is N/A.

(j) To facilitate appropriate development of environmentally sensitive areas.

Per the applicant this objective is N/A.

(G) Submittal of Concept and Request for Consideration of Project Qualifications.

(1) Any person owning or controlling land in the City may make application for consideration of a PUD. Such application shall be made by submitting a request for a preliminary determination as to whether or not a parcel qualifies for the PUD option.

Deed of ownership is attached.

(2) A written and graphic request shall be submitted to the Marquette City Planning Commission through the Community Development Department. The submission shall include information required by *Section 54.101(G)(3)* below.

(3) Based on the documentation submitted, and following a public hearing the Planning Commission shall review the applicant's request and make a preliminary determination as to whether or not a parcel qualifies for the PUD option under the provisions of Criteria for Qualifications (*Section 54.101(F)*). The submittal must include the following:

(a) Substantiation that the criteria set forth in Criteria for Qualifications (*Section 54.101(F)*) are or will be met.

TBD by the Planning Commission. Please also see the attached letter provided by the applicant.

(b) A schematic land use plan containing the required information of a preliminary site plan (***Error! Reference source not found.***) with enough detail to explain the function of open space; the location of land use areas, streets providing access to the site, pedestrian and vehicular circulation within the site; dwelling unit density and types; and buildings or floor areas contemplated, as applicable.

Provided.

(c) A plan for the protection of natural, cultural, and historic features and preservation of open space, green space, or public access, as applicable.

Provided.

(d) The proposed phasing of the project.

Provided in their attached letter.

Buffer and Greenbelt Requirements.

Zoning District	Minimum Lot Size	Minimum Lot Width	Minimum Front Yard	Minimum Side Yard	Minimum Rear yard	Maximum Height
PUD	Per approval	Per approval	Per approval	Per approval	Per approval	Per approval

Additional Comments:

Per the applicant's letter, the applicant is requesting the following variances:

- Sections 54.306 (B) & (C) which limits use to Quadplex's. It's our feeling that by allowing some larger 6+ multiplexes we make better use of the site and reduce the number of direct access points on Magnetic Street and 4th Street. It allows better access to our proposed Townhome Garages and reduces hard-surface areas.
- Section 54.308 (D) to reduce both frontage and rear setbacks to 10'. In regard to the front setback the Magnetic Street ROW through this block is 80' vs the typical 66' ROW. This allows are building to move slightly closer to the property line, gaining green space availability and matching a more typical roadway. The rear setback being reduced to 10' allows us to use a 6 plex and place it with a thru driveway to Piqua Street and keep our garages entering internally. We do propose 4 Duplex's with Garages on Piqua Street, however we will keep those a minimum of 20' of the ROW. The use of Piqua reduces our traffic on Magnetic and the ROW of Piqua Street still creates plenty of separation to the residential neighbors to the South.

The applicant is requesting that the following PUD requirement be waived - Section 54.306 (C) Minimum Size Requirement of a PUD must be two (2) acres of contiguous land. Per the applicant's letter:

- Our proposed PUD totals 3.10 Acres, however two of the lots; (1) West Lot on Magnetic total acreage is 9,525 Sqft (.22 acres) and (2) East Lot on Magnetic total acreage is 16,221 Sqft (0.37 acres) are not contiguous land.

Attachments:

- Applicants' application and attachments
  - Attachment 1: Deed
  - Attachment 2: Letter to the Planning Commission
  - Attachment 3: Concept Plan Set
- Fire and PD Staff Comments
- Applicant's response to Engineering and Zoning Staff comments
- Area Map
- Block Map
- Zoning Map
- Photos of Site
- Correspondence

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

PRINT

CITY OF MARQUETTE
PLANNED UNIT DEVELOPMENT APPLICATION

CITY STAFF USE

a portion of
Parcel ID#: 0410681 File #: 01-PUD-03-25 Required Narrative Submitted: Y/N
Receipt #: 430262 Check #: 10199 Received by and date: AC 2-18-25
Concept Plans (6 copies) Submitted: Y/N Hearing Date: 3-18-25 Notice Date: 2-28-25
Preliminary Plan & Pattern Book (6) Submitted Y/N Hearing Date:_____ Notice Date: _____
Final Site Plan(6) Submitted: Y/N Contract signed: Y/N Meeting Date:_____
Amendment Plan (6) Submitted: Y/N Meeting Date:_____

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, THE PLANNED UNIT DEVELOPMENT 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!

FEE SCHEDULE (We can only accept Cash or Check (written to the City of Marquette))

- ☑ PUD Criteria Qualification **$1,365**
- ☐ PUD Review *(includas Preliminary & Final Site Plan Raview)* **$5,115**
- PUD Revision – Administrative Minor
  - ☐ Residential (additions, etc.) **$220**
  - ☐ Commercial structure, ≥ 3 residential units **$885**
- ☐ PUD Revision - Major **$2,750**

If you have any questions, please call 228-0425 or e-mail alanders@marquettemi.gov. Please refer to www.marquettemi.gov to find the Planning Commission page for filing deadline and meeting schedule.

Please review the attached:

- PUD Timeline
- PUD Checklist
- Excerpts from the City Land Development Code
  - Section 54.323 Planned Unit Development
  - Section 54.1402 Site Plan Review

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: Veridea Group, LLC.
Address: 857 W. Washington St Suite 301
City, State, Zip: Marquete, MI 49855
Phone #: 906-228-3900
Email: amahaney@verideagroup.com

APPLICANT/OWNER'S REPRESENTATIVE

Name: Brian M. Savolainen (WW)
Address: 3224 US-41 West #240
City, State, Zip: Marquette, MI 49855
Phone #: (906) 250-5729
Email: bsavolainen@wickwiresolutions.com

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 Planned Unit Development. 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.

PROPERTY INFORMATION

Property Address: Magnetic Street (No Add)

Property Identification Number: 041068 \

Size of property (frontage / depth / sq. ft. or acres): 180' on Lee, 858.5' Mag, 90' 4th / 90'to180' /3.1 Acres

Zoning District: MDR

Current Land Use: Parking Lots

Surrounding Zoning Districts:

North - Mixed Use
East - Mixed Use
South - MDR
West - MDR

Surrounding Land Use:

North - Residential and Former Hospital (Demo)
East - Residential and Worship
South - Residential
West - Residential

PLANNED UNIT DEVELOPMENT INFORMATION

Percentage of Land Use by Type

	Residential	Commercial/ Institutional	Industrial	Open Space	Other	Total
# of Acres	1.43	0	0	1.67	0	3.10
% of Total	46.1%	0	0	53.9%	0	100%

Residential Density

Type of Unit	Number of Units	Net Acres	Net Density
Single Family Home			
Town Home	40	1.43 Acres(62,220Sft)	27.97
Apartments			
Other			
Total			

Net Acres - Land development for land use type not including right-of-way
Net Density - Number of Units/Net Acres

VARIANCES FROM ORDINANCE(S)

THIS IS A REQUIRED SECTION. FAILURE TO FILL OUT MAY INDICATE THAT THE PROPERTY CAN BE DEVELOPED UNDER CURRENT ZONING DISTRICT STANDARDS.

Please list and justify the request variance(s) from the Land Development Code (attach additional pages if necessary):

Section 54.306 (B)&(C) to Allow larger than Quadplex Multi Family Units - Because of the Shape of the lots and Access from all streets: Lee, Magnetic, Piqua, and 4th it allows better layout and reduced direct access points especially to Magnetic and 4th Streets.

Section 54.308 (D) Reduction of Front and Rear Lot Setbacks - Magnetic has an 80' ROW and more green boulevard, a reduction to 10' would make the residence location closer to a typical city street ROW and our proposed sixplex's which have internal parking. Allowing a 10' reduction provides better layout allowing more internal green space. The Piqua Street ROW also provides extra separation to Residence to the South. Duplex garages toward Piqua would remain 20'. See the cover letter write up for additional Information.

REVISIONS TO PUD

Please list the proposed revisions to your approved PUD (attach additional pages if necessary):

Ability to make minor layout modifications during future site plan design while working with City of Marquette Planning/Zoning/Engineering Departments as project moves forward.

SIGNATURE

I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted.
2. I desire to apply for the Planned Unit Development Permit 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 Planned Unit Development would not violate any deed restrictions attached the property involved in the request.
4. I have read the attached Planned Unit Development section 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 is 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 Planned Unit Development but only an application for a Planned Unit Development and is valid only with procurement of applicable approvals.
8. I authorize City Staff and the Planning Commission members to inspect the site.

Property Owner Signature: R. Mahaney Date: 2/17/25

Applicant Signature: _____ Date: _____

CITY OF MARQUETTE
PLANNED UNIT DEVELOPMENT APPLICATION
TIMELINE

This timeline is intended to give the applicant an idea of the timing involved for this application procedure and is not intended to serve as a substitute for the requirements of the Marquette City Charter, City Code, or Planning Commission Bylaws.

Step 1 – Pre-application Conference with City Planner/Zoning Administrator

1. Applicant meets with City Planner/Zoning Administrator to review application procedures, project timelines, City Land Development Code, compliance with City Master Plan, and other project criteria

TIME BEFORE NEXT STEP – Variable and dependent on applicant

Step 2 – Submittal of Concept and Request for Consideration of Project Qualifications

1. Applicant submits complete application as required (incomplete applications will not be accepted)
2. Staff mails hearing notices and submits legal ad

TIME BEFORE NEXT STEP – Minimum of 20 business days from #1

3. Planning Commission holds a public hearing and reviews concept plan
4. Applicant prepares preliminary plan as needed

TIME BEFORE NEXT STEP – variable and dependent on applicant

Step 3 – Submittal and Review of Preliminary Plan

1. Applicant submits complete land use plan as required (incomplete land use plans will not be accepted)
2. City Development Review Team (CDRT) reviews and comments on land use plan
3. Staff mails hearing notices and submits legal ad
4. Applicant meets with CDRT
5. Applicant makes revisions to plans as necessary (optional but recommended)
6. CDRT comments on revised plans

TIME BEFORE NEXT STEP – Minimum of 20 business days from #1

7. Planning Commission holds a public hearing and makes a recommendation to the City Commission

TIME BEFORE NEXT STEP – Minimum of 13 business days

8. City Commission holds a first reading and schedules a public hearing
9. City Clerk notices public hearing

TIME BEFORE NEXT STEP – Minimum of 15 calendar days from #9

10. City Commission holds a public hearing
11. City Clerk transmits copies of Planned Unit Development Approval to City Attorney for development of Planned Unit Development Contract

TIME BEFORE NEXT STEP – Variable but it is anticipated to be a minimum of 14 calendar days from #10

12. City Commission concurs with contract and authorizes signatures
13. City Clerk records contract with the Register of Deeds
14. Zoning Map is amended
15. Applicant prepares final site plans

TIME BEFORE NEXT STEP – Variable and dependent on applicant

Step 4 – Final Site Plans

1. Applicant submits a complete application for site plan review and a complete final site plan as required (incomplete applications and site plans will not be accepted)
2. CDRT reviews and comments on plans
3. Applicant meets with CDRT
4. Applicant makes revisions to plans as necessary (optional but recommended)
5. CDRT reviews and comments on revised plans

TIME BEFORE NEXT STEP – Minimum of 20 business days (could be more depending on time of the month as Planning Commission generally only reviews applications at the first meeting of the month) from #1

6. Planning Commission reviews final site plan for compliance with approved Planned Unit Development and contract

TIME BEFORE NEXT STEP – Minimum of 13 business days (if necessary – the following step is not necessary if the Planning Commission determined that the final site plan was in compliance with the approved Planned Unit Development and Contract)

7. City Commission reviews final site plan to determine if any material changes shall be approved or denied

A Zoning Compliance Permit will be issued upon final approval from the Planning Commission or City Commission per #6 and #7 above. It should be noted that if the approval contained conditions of approval, Zoning Compliance may not be issued until the conditions have been satisfied.

CITY OF MARQUETTE
PLANNED UNIT DEVELOPMENT APPLICATION REQUIREMENTS CHECKLIST

This checklist has been developed to outline the process and requirements for a Planned Unit Development in the City of Marquette. The checklist is intended to assist property owners and developers in completing the required applications and informing them of how the process works. Complete copies of Sections 54.323 (Planned Unit Development) and 54.1402 (Site Plans) are also attached for reference. If any of the required items on this checklist are not submitted or are not submitted in a timely manner (as required per the City Land Development Code and Planning Commission Bylaws), the application will be deemed incomplete and returned to the applicant.

STEP 1 – Pre-application Conference with City Planner/Zoning Administrator

- ☐ Applicant has met with the City Planner/Zoning Administrator to review the Planned Unit Development application procedures, project timelines, City Land Development Code, compliance with City Master Plan, and other project criteria **(highly recommended)**

STEP 2 – Submittal of Concept and Request for Consideration of Project Qualifications

- ☐ Applicant has completed the Planned Unit Development Application
- ☐ Applicant has paid the required application fee
- ☐ Applicant has attached all of the information required per *Section 54.323(G)(3)* of the City of Marquette Land Development Code:
  - Substantiation in writing that the criteria set forth in Criteria for Qualifications (*Section 54.323(F)*) are or will be met
  - A schematic land use plan containing enough detail to explain the following:
    - The function of open space
    - The location of land use areas
    - Streets providing access to the site
    - Vehicular and pedestrian circulation within the site
    - Dwelling/Commercial unit density and types
    - Contemplated buildings and floor areas
  - A plan for the protection of natural, cultural and historic features and preservation of open space, green space, and public access, as applicable
  - The proposed phasing of the project

Note – any plan submitted without addressing the information required by *Section 54.323(G)(3)* (Planned Unit Development) of the City of Marquette Land Development Code will not be accepted.

Step 3 – Submittal of Preliminary Plan

An application shall be made to the Community Development Department for review and recommendation by the Planning Commission that complies with the preliminary site plan information requirements of *Section 54.1402*, including but not limited to the following graphic and written representations of the project at a scale not to be smaller than one (1) inch equals one hundred (100) feet unless approved by the City:

- ☐ A boundary survey of the PUD boundaries being requested completed by a licensed land surveyor.

- A topographic map of the entire area at a contour interval of not more than one (1) foot and spot elevations at intervals not to exceed fifty (50) feet, unless waived.
- Existing natural areas including, but not limited to, major stands of trees, bodies of water, wetlands, floodplains, steep slopes, and un-buildable areas.
- A proposed land use plan.
- Parcel and lot lines, land use, access points, and zoning of all parcels within 100 feet of the PUD site.
- Vehicular circulation including major drives and location of vehicular access. Proposed project cross sections including public streets or private roads.
- Transition treatment, including minimum building setbacks to land adjoining the PUD and between different land use areas within the PUD.
- The location of nonresidential buildings and parking areas, estimated floor areas, building coverage, and number of stories and heights for each structure.
- The location of residential unit types and densities, and lot parcel or land units by frontages and areas.
- The location of all wetlands, water and watercourses, and proposed water detention areas.
- The boundaries of open space areas that are to be preserved or reserved and an indication of the proposed ownership thereof.
- A schematic landscape treatment plan for open space areas, streets, and border/transition areas to adjoining properties.
- A preliminary grading plan, indicating the extent of grading and delineating any areas that are not to be graded or disturbed.
- An indication of the contemplated water distribution, storm, and sanitary sewer plan.
- A written statement explaining in detail the full intent of the applicant, indicating the type of dwelling units or uses contemplated and resultant population, floor area, parking, and supporting documentation, including the intended schedule of development.
- The proposed phasing of the project, tentative development timetables, and future ownership intentions. Each phase of the project should be capable of standing alone.
- Minimum of two (2) site sections, showing major building relationships and building site features.
- Detailed design guidelines, drawings, and / or pattern book, which depict the design character of the project; the architectural details of proposed buildings; details on various site elements such as lights, furniture, landscaping, signage; and such other information deemed appropriate by the Planning Commission.
- Performance Guarantee. The City Commission and/or Planning Commission can require the applicant to submit a performance guarantee, escrow funds, or other such performance-based guarantees to the City as a condition of PUD approval pursuant to *Section 54.1402(H)*. The amount of the performance guarantee shall be recommended to the Planning Commission by the City Attorney after discussion with the applicant, City Engineering Department, and other involved parties.

Note – any land use plan submitted that does not address the requirements of *Section 54.323(H)* (Planned Unit Development) of the City of Marquette Land Development Code, or additional requirements requested by the City Planning Commission during the concept review will not be accepted.

Step 4 – Final Site Plans

Applicant has submitted an application for Site Plan Review and a detailed site plan, in accordance with the requirements set forth in *Section 54.1402* (final site plans) or *Section 54.501* (preliminary plats) of the Marquette City Land Development Code

Note – any site plan submitted that does not meet the requirements of *Section 54.1402* (Site Plans) of the City of Marquette Land Development Code, or additional requirements requested by the City Planning Commission, City Commission, or specified in the Planned Unit Development Contract, will not be accepted.

Section 54.323 PUD, Planned Unit Development District

(A) Purpose. The Planned Unit Development (PUD) option is intended to encourage, with City approval, private or public development that is substantially in accord with the goals and objectives of the Community Master Plan. Development permitted under this Section shall be considered as an optional means of development only upon terms agreeable to the City. Use of the PUD option will permit flexibility in the regulation of land development and benefit the City by:

(1) Encouraging innovation through an overall development plan to provide variety in design and layout.

(2) Achieving economy and efficiency in the use of land, natural resources, energy, and in the provision of public services and utilities.

(3) Encouraging the creation of useful open spaces particularly suited to the needs of the parcel in question.

(4) Providing appropriate housing, employment, service, and shopping opportunities suited to the needs of residents of Marquette.

(B) Use. The PUD may be used to:

(1) Permit nonresidential uses of residentially zoned areas.

(2) Permit residential uses of non-residentially zoned areas.

(3) Permit land uses and the mixing of land uses that would otherwise not be permitted, provided the objectives are supported by the Master Plan and the intent of this Ordinance and the resulting development promotes the public health, safety, and welfare without a material adverse impact on adjoining existing and planned uses.

(C) Minimum Size. The minimum size of a PUD must be two (2) acres of contiguous land. However, the City Commission, upon recommendation from the Planning Commission, may permit a smaller PUD under the following circumstances:

(1) The proposed project has unique characteristics and benefits; and/or

(2) The parcel in question has unique characteristics that significantly impact development, such as unusual topography, tree stands, wetlands, poor soil conditions on portions of the parcel, water courses, unusual shape or proportions, or utility easements that cross the parcel.

In such case, the applicant must submit a letter to the City requesting a waiver of the minimum PUD size requirements. The request must be submitted at the time of the submittal of Concept and Request for Consideration of Project Qualifications (*Section 54.323(G)*). The Planning Commission shall review the request and make a recommendation to the City

Commission. The City Commission shall make the final decision concerning a request to waive the PUD size requirements.

(D) Density, Layout, and Bulk.

(1) Densities, setbacks, height, lot coverage, or lot sizes may be permitted that are different from the current zoning district and unique to the proposed PUD district, provided the other objectives of this Ordinance are met and the resulting development would promote the public health, safety, and welfare. The requirements of the Riparian Overlay District must be met.

(2) The PUD shall be laid out so various land uses and building bulk relate to each other and to adjoining existing and planned uses with no material adverse impact of one use on another. Clustering development is encouraged in areas that are not located in the Riparian Overlay District.

(E) Definitions.

(1) A "**Planned Unit Development**" (PUD) is a zoning district that shall apply to a specific parcel of land or several contiguous parcels of land, for which a comprehensive physical plan has been recommended by the Planning Commission, approved by the City Commission, and documented in a contract (PUD Agreement) between the City and site owner/developer. Such plan and contracted development will establish functional use areas and density patterns; will provide a fixed system of streets, public utilities, drainage, and other essential services; and account for similar factors necessary for and incidental to the intended land uses. The Planning Commission may, but is not required to, consider parcels separated by a public street as eligible for inclusion in a PUD.

(2) A "**Pattern Book**" is a document prepared by the applicant's design firm that contains specific information on the site master plan, and architectural designs for planned buildings. Information should include specifications on building materials, size, and dimensions, building elevations, and site design elements such as pedestrian walkways, lighting, landscaping, and signage.

(F) Criteria for Qualifications. The PUD option may be permitted anywhere in the City except in the Conservation and Recreation (CR) district. To be considered for the PUD option, it must be demonstrated that all of the following criteria are met:

(1) Use of this option shall not be for the purpose of avoiding applicable zoning requirements. Any permission given for any activity or building or use not normally permitted shall result in an improvement to the public health, safety, and welfare in the area affected.

(2) The PUD shall not be utilized in situations where the same land use objectives can be accomplished by application of conventional zoning provisions or standards. Problems or constraints presented by applicable zoning provisions shall be identified in the PUD application.

(3) The PUD option may be effectuated only when proposed land use will not materially add service and facility loads beyond those contemplated in the Master Plan unless the proponent can demonstrate to the sole satisfaction of the City that such added loads will be accommodated or mitigated by the proponent as part of the PUD.

(4) The PUD shall not be allowed solely as a means of increasing density or as a substitute for a variance request; such objectives should be pursued through the normal zoning process by requesting a Zoning Map amendment or variance.

(5) The Planned Unit Development must substantially meet, as a minimum, three (3) or more of the following objectives. The benefits given to the developer through the flexibility of the PUD must be balanced with the benefits to the City:

(a) To permanently preserve open space or natural features because of their exceptional characteristics or because they can provide a permanent transition or buffer between land uses.

(b) To permanently establish land use patterns that are compatible or that will protect existing or planned uses.

(c) To accept dedication or set aside open space areas in perpetuity.

(d) To provide alternative uses for parcels that can provide transition buffers to residential areas.

(e) To guarantee provision of a public improvement that could not otherwise be required that would further the public health, safety, or welfare; protect existing or future uses from the impact of a proposed use; or alleviate an existing or potential problem relating to public facilities.

(f) To promote the goals and objectives of the Community Master Plan.

(g) To foster the aesthetic appearance of the City through quality building design and site development; the provision of trees and landscaping beyond minimum requirements; the preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements.

(h) To bring about redevelopment of sites where an orderly change of use or requirements is determined to be desirable.

(i) To bring about redevelopment of sites that have been identified as environmentally distressed or Brownfields.

(j) To facilitate appropriate development of environmentally sensitive areas.

(G) Submittal of Concept and Request for Consideration of Project Qualifications.

(1) Any person owning or controlling land in the City may make application for consideration of a PUD. Such application shall be made by submitting a request for a preliminary determination as to whether or not a parcel qualifies for the PUD option.

(2) A written and graphic request shall be submitted to the Marquette City Planning Commission through the Community Development Department. The submission shall include information required by *Section 54.323(G)(3)* below.

(3) Based on the documentation submitted, and following a public hearing the Planning Commission shall review the applicant's request and make a preliminary determination as to whether or not a parcel qualifies for the PUD option under the provisions of Criteria for Qualifications (*Section 54.323(F)*). The submittal must include the following:

(a) Substantiation that the criteria set forth in Criteria for Qualifications (*Section 54.323(F)*) are or will be met.

(b) A schematic land use plan containing the required information of a preliminary site plan (*Section 54.1402(C)*) with enough detail to explain the function of open space; the location of land use areas, streets providing access to the site, pedestrian and vehicular circulation within the site; dwelling unit density and types; and buildings or floor areas contemplated, as applicable.

(c) A plan for the protection of natural, cultural, and historic features and preservation of open space, green space, or public access, as applicable.

(d) The proposed phasing of the project.

(H) Submittal and Approval of Preliminary PUD Plan. An application for Preliminary PUD Plan approval may be made for consideration with the submission of the following materials and Planning Commission review. To expedite PUD projects, the Planning Commission, at its discretion, may waive submitted information required in *Section 54.323(H)* and *Section 54.1402(C)*:

(1) Submittal of Proposed PUD Plan. An application shall be made to the Community Development Department for review and recommendation by the Planning Commission that complies with the preliminary site plan information requirements of *Section 54.1402*, including but not limited to the following graphic and written representations of the project at a scale not to be smaller than one (1) inch equals one hundred (100) feet unless approved by the City:

(a) A boundary survey of the PUD boundaries being requested completed by a licensed land surveyor.

(b) A topographic map of the entire area at a contour interval of not more than one (1) foot and spot elevations at intervals not to exceed fifty (50) feet, unless waived.

(c) Existing natural areas including, but not limited to, major stands of trees, bodies of water, wetlands, floodplains, steep slopes, and un-buildable areas.

(d) A proposed land use plan.

(e) Parcel and lot lines, land use, access points, and zoning of all parcels within 100 feet of the PUD site.

(f) Vehicular circulation including major drives and location of vehicular access. Proposed project cross sections including public streets or private roads.

(g) Transition treatment, including minimum building setbacks to land adjoining the PUD and between different land use areas within the PUD.

(h) The location of nonresidential buildings and parking areas, estimated floor areas, building coverage, and number of stories and heights for each structure.

(i) The location of residential unit types and densities, and lot parcel or land units by frontages and areas.

(j) The location of all wetlands, water and watercourses, and proposed water detention areas.

(k) The boundaries of open space areas that are to be preserved or reserved and an indication of the proposed ownership thereof.

(l) A schematic landscape treatment plan for open space areas, streets, and border/transition areas to adjoining properties.

(m) A preliminary grading plan, indicating the extent of grading and delineating any areas that are not to be graded or disturbed.

(n) An indication of the contemplated water distribution, storm, and sanitary sewer plan.

(o) A written statement explaining in detail the full intent of the applicant, indicating the type of dwelling units or uses contemplated and resultant population, floor area, parking, and supporting documentation, including the intended schedule of development.

(p) The proposed phasing of the project, tentative development timetables, and future ownership intentions. Each phase of the project should be capable of standing alone.

(q) Minimum of two (2) site sections, showing major building relationships and building site features.

(r) Detailed design guidelines, drawings, and / or pattern book, which depict the design character of the project; the architectural details of proposed buildings; details on

various site elements such as lights, furniture, landscaping, signage; and such other information deemed appropriate by the Planning Commission.

(2) Planning Commission Review of Proposed PUD Plan.

(a) Public Hearing and Review Procedure. The Planning Commission shall give notice of a public hearing as provided in *Section 54.1406* and hold a public hearing on the PUD and conduct a review of the PUD Plan and rezoning pursuant to the rezoning procedures of *Section 54.1405*.

(b) Planning Commission Review and Determination. The Planning Commission shall review the proposed PUD plan and make a recommendation to the City Commission as to the proposal's qualification for the PUD option and for adherence to the following objectives and requirements:

(i) The proposed PUD adheres to the criteria for qualification of the PUD option (*Section 54.323(F)*) and promotes the land use goals and objectives of the City.

(ii) All applicable provisions of this Section shall be met. Insofar as any provision of this Section shall be in conflict with the provisions of any other section of this Ordinance, the provisions of this Section shall apply to the lands embraced within a PUD area.

(iii) There is, or will be, at the time of development, an adequate means of disposing of sanitary sewage and of supplying the development with water, and that the road system and storm water drainage system are or will be adequate.

(3) Performance Guarantee. The City Commission and/or Planning Commission can require the applicant to submit a performance guarantee, escrow funds, or other such performance-based guarantees to the City as a condition of PUD approval pursuant to *Section 54.1402(H)*. The amount of the performance guarantee shall be recommended to the Planning Commission by the City Attorney after discussion with the applicant, City Engineering Department, and other involved parties.

(I) Final Approval of Planned Unit Development.

(1) City Commission Action. Upon receipt of the report and recommendation of the Planning Commission, the City Commission shall hold a public hearing in accordance with *Section 54.1406* and review all findings. If the City Commission approves the PUD, approval shall be granted only upon the City Commission determining that all provisions of this Section have been met and that the proposed development will not adversely affect the public health, welfare, and safety.

(2) PUD Zoning. Upon approval by the City Commission, the subject site shall be rezoned to "Planned Unit Development" in accordance with the procedures of *Section 54.1405*.

(3) PUD Agreement. Upon approval of the PUD by the City Commission, the City Commission shall instruct the City Attorney to prepare a contract setting forth the conditions upon

which such approval is based and which contract, after approval by resolution of the City Commission, shall be executed by the City and the applicant. The agreement shall become effective upon execution after its approval. The agreement shall be recorded with the County Register of Deeds by the City Clerk. If the agreement is not executed within one (1) year of approval of the by the City Commission, the PUD approval shall expire.

(4) **PUD Development.** Once an area has been included within a plan for PUD and the City Commission has approved such plan, all development must take place in accordance with such plan unless changes have been approved by the City Commission.

(5) **Termination by Applicant.** An approved PUD plan may be terminated by the applicant or the applicant's successors or assigns, prior to any development within the area involved, by filing with the City Clerk and Community Development Department, and recording in the County Register of Deeds an affidavit so stating. The approval of the PUD plan shall terminate upon such recording. No approved PUD plan shall be terminated after development commences except with the approval of the City Commission and of all parties with interest in the land. After termination, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with *Section 54.1405*.

(6) **Expiration.** Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats (*Section 54.501*) or final site plans (*Section 54.1402*) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with *Section 54.1405*.

(J) **Submission of Preliminary Plat or Final Site Plans; Schedule for Completion of PUD.** Before any permits are issued for any activity within the area of a PUD, preliminary plats (*Section 54.501*) or final site plans (*Section 54.1402*) and open space plans for a project area shall be submitted to the Community Development Department for review by the Planning Commission. Review and approval of final site plans shall comply with the Marquette City Land Development Code as well as this Section and the terms of the contract and approved plan. Before approving any preliminary plat or final site plan, the Planning Commission shall determine all of the following:

(1) All portions of the project area shown upon the approved plan for the PUD for use by the public or the residents of lands within the PUD have been committed to such uses in accordance with the PUD contract through recording of a deed, deed restrictions, and/or a master deed for creation of a property owner's association with authority to levy assessments.

(2) The preliminary plats or final site plans are in substantial conformity with the approved contract and plan for the PUD.

(3) Provisions have been made in accordance with the PUD contract to provide for the financing of any improvements shown on the project area plan for open spaces and common areas that are to be provided by the applicant and that maintenance of such improvements is assured in accordance with the PUD contract. If development of approved preliminary plats or final site plans are not completed in five (5) years after approval, further final submittals under the PUD shall cease until the part in question is completed or cause can be shown for not completing same. When the developer is in default of the PUD timetable, the City Commission may, at the recommendation of the Planning Commission take any or all of the following actions:

(a) Withdraw approval of any other phase;

(b) Require the applicant to submit a new PUD application for any additional phases; and/or

(c) Invoke the performance guarantees to complete the project or make necessary repairs.

(K) Filing of As-Built Plans and Final Plats Prior to Release of Performance Guarantee. As-built site plans and final plats must be filed with the City Engineering Department and the Community Development Department. Performance guarantees shall not be released until these documents have been submitted.

(L) Fees. Fees for review of PUD plans under this Section shall be established by resolution of the City Commission.

(M) Interpretation of Approval. Approval of a PUD under this Section shall be considered an optional method of development and improvement of property subject to the mutual agreement of the City and the applicant.

(N) Amendments to PUD Plan. Proposed amendments or changes to an approved PUD plan shall be submitted to the Zoning Administrator. The Zoning Administrator shall determine whether the proposed modification is of such minor nature as not to violate the area and density requirements or to affect the overall character of the plan, as guided by *Section 54.323(N)(1)*, and in such event may approve or deny the proposed amendment. If the Zoning Administrator determines the proposed amendment is major in nature, the Planning Commission shall review the amendment in accordance with the provisions and procedures of this Section as they relate to final approval of the PUD and make a recommendation to the City Commission to approve or deny the changes. The Zoning Administrator may refer any proposed amendment to the Planning Commission at his/her discretion for determination of minor/major amendment status.

(1) Minor Amendment. Minor amendments are those that may have no foreseeable effect beyond the property boundary, such as minor changes in the siting of buildings, the alignment of utilities and the alignment of interior roadways, and the layout of parking

areas. Minor amendments for good cause may be authorized by the Zoning Administrator without notice or hearing, provided no such changes shall substantially increase the size or height of structures, reduce the efficiency or number of public facilities serving the PUD, reduce usable open space, significantly reduce or increase the number of approved parking spaces, encroach on natural features proposed by the plan to be protected, or that would alter contractual terms related to the timing or other non-dimensional aspects of development. The degree of permitted minor amendments may be further described in the PUD Agreement. The Zoning Administrator shall inform the Planning Commission and City Commission of any approved minor amendments. Minor changes to site lighting, signage, landscaping, non-structural building elements, and for temporary structures and uses, may be made via approval of a Zoning Compliance Permit that is linked to the PUD rather than via a Minor PUD Amendment, per the discretion of the Zoning Administrator.

(2) Major Amendment. Any amendment not qualifying as a minor amendment is considered to be a major amendment and must be reviewed by the Planning Commission and approved by the City Commission, to be amended according to the procedures authorized by this section for approval of a PUD.

Section 54.1402 Site Plan Review

(A) Intent. It is the intent of this section to establish procedures and standards for the review and approval of site plan applications and to ensure proper relationships between the development features as they relate to the standards outlined in this section. This section is further intended to ensure that developments are compatible with adjacent uses of land and promote the use of land in a desirable manner that does not impair the surrounding uses by the erection of structures, additions, alterations, or site improvements that may negatively impact surrounding development, while providing for the orderly development of the City of Marquette.

(B) Uses Subject to Site Plan Review, Minor Site Plan Review, and Exemptions. The required review process for uses and development is described in *Figure 51*. All uses and development, regardless of whether site plan review is required, are subject to the Zoning Compliance review requirements of *Section 54.1401*. The Zoning Administrator may approve or conditionally approve site plans that meet the standards herein, as described in *Figure 51* and *Section 54.1402(D)(1)*, with the exception of those for Special Land Uses, Planned Unit Developments, and those for any commercial development (incl. multi-family dwellings) that is:

(1) proposed to have either a footprint area of 16,000 square feet or greater, or a gross floor area of 40,000 sq. ft. or greater.
(2) proposed to have more than 20 dwelling units or lodging rooms.
(3) recommended by the Zoning Administrator or City Attorney for review by the Planning Commission.

Figure 51. Required Review Process Based on Development Activity

Development Activity	Site Plan Review Required by P.C.	Minor/Admin Site Plan	Exempt From Site Plan Review
Special land uses	●		
Planned Unit Developments	●		
New building construction totaling more than either 16,000 sq. ft. in footprint area or 40,000 sq. ft. in gross floor area.	●		
New construction for multi-family residential units that contain or will contain more than twenty (20) dwelling units.	●		
Site Condominium development – New, amendment, or expansion	●		
Additions, alterations, non-residential and multi-family accessory structures, and renovations that are more than 16,000 sq. ft. in footprint area or 40,000 sq. ft. in gross floor area.	●		
Filling a parcel of land to an elevation above the established grade of adjacent developed land.		●	
New construction, additions, alterations, or site improvements for multi-family residential units that contain or will contain five (5) to twenty (20) dwelling units, and for multi-family residential additions, alterations, or site improvements that are not otherwise exempt (as stated below), unless site plan review is required due to size criteria being met.		●	

Development Activity	Site Plan Review Required by P.C.	Minor/Admin Site Plan	Exempt From Site Plan Review
Conversion of an existing building or part thereof from a residential use to a non-residential use, including site improvements that result from a change in the use of the building or part thereof from residential use to nonresidential use.		●	
Additions, alterations, non-residential and multi-family accessory structures, Solar Energy Systems ≥20kw to 2 MW – Accessory Use, Solar Energy Systems ≥20kw to 2 MW – Principal Use, and renovations that are more than 10% of the size of the original commercial or multi-family residential building footprint or more than 500 square feet, unless otherwise exempt.		●	
Relocation of a building approved via Site Plan Review, with associated utilities.		●	
Any expansion or change in an existing land use if more parking in addition to that already provided is required.		●	
Any earthwork greater than 20,000 square feet in size for a non-residential use; or earthwork that is more than half the size of the parcel upon which commercial, industrial, mixed-use or multi-family land use is occurring or intended.		●	
Site improvements of more than 2,000 square feet that include landscaping, site access, and parking lot grading, layout, and new off-street parking, unless the activity is exempt		●	
Commercial and non-residential buildings less than 16,000 square feet, unless the activity requires site plan review		●	
Condominium development – New, amendment, or expansion		●	
If only adding a new driveway to an existing off-street parking lot and not affecting the parking lot.			●
Single-family dwellings and their accessory facilities on individual parcels			●
Two-family dwellings and their accessory facilities on individual parcels			●
Multi-family residential units that contain or will contain three (3) or four (4) dwelling units.			●
Additions, alterations, non-residential and multi-family accessory structures, Solar Energy Systems <20kw – Accessory Use, and renovations that are up to 10% of the size of the original industrial, commercial or multi-family residential building footprint or up to 500 square feet.			●
Relocation of a building approved via a site or plot plan, no corresponding utilities.			●
Interior remodeling or interior construction			●
Landscaping that is less than 25% of the parcel size or 2,000 square feet			●
Site improvements that are less than 2,000 square feet, and site lighting, unless the activity requires site plan review or minor site plan review			●
Alterations to exterior walls such as window openings, façade changes, etc., provided there is no change to the building footprint			●
Re-paving of an off-street parking lot, provided there are no grading changes and no changes to the configuration of the parking lot layout			●

(C) Information Required for Site Plans and Sketch Plans. The site plan review application materials shall include all the following information, unless the Zoning Administrator determines that some of the required information is not reasonably necessary for consideration of the plan.

(1) Application and Fee. A completed application form, supplied by the Zoning Administrator, and an application fee.

(2) Proof of Ownership. Current proof of ownership or evidence of a contractual ability to acquire such land, such as an option or purchase agreement or a written statement from the property owner indicating permission for the filing of the application.

(3) Site Plan. Six (6) copies of plan sheet(s) providing the information listed below (*Figure 52*). For minor site plans, three (3) copies of plan sheets are required. Sheet size of submitted drawings shall be at least 24-inches by 36-inches, with graphics at an engineer's scale of one (1) inch equals twenty (20) feet for sites of 20 acres or less; and one (1) inch equals fifty (50) feet for sites over 20 acres. The surrounding area drawing may be in a scale of one (1) inch equals one-hundred (100). One digital copy of the complete plan set must also be submitted. Upon request of the applicant, the Zoning Administrator may waive individual site plan requirements if the requirements are found to be unnecessary or irrelevant to the intent of providing the information; however, the Planning Commission has the right to require all of the information in *Figure 52*.

(4) Sketch Plan. A sketch plan must include the information listed below (*Figure 52*). The number of plans submitted is determined by the Zoning Administrator, based upon whether or not the plans need to be reviewed by the Fire Dept., Police Dept., and/or Dept. of Public Works – in addition to the Engineering and Planning-Zoning functions of the Community Development Department. One digital copy of the complete plan set must also be submitted. The sheet size of submitted drawings shall be at a scale acceptable to the Zoning Administrator. Upon request of the applicant, the Zoning Administrator may waive individual sketch plan requirements if the requirements are found to be unnecessary or irrelevant to the intent of providing the information; however, the Planning Commission has the right to require all of the in information in *Figure 52*.

Figure 52. Site Plan Information Required in the Site Plan Set

Site Plan Information Required	Sketch Plan	Preliminary Site Plan	Final Site Plan
Identification of Project			
The applicant's name.	●	●	●
Name of the development.	●	●	●
The preparer's name and professional seal of architect, engineer, or landscape architect indicating license in the State of Michigan.		●	●
Small scale location sketch of sufficient size and scale.	●		
A survey of the property, sealed by a surveyor licensed in the State of Michigan.		●	●
Date of preparation and any revisions.	●	●	●
North arrow.	●	●	●
Complete and current legal description and size of property in acres.	●	●	●
Existing Features			
Property lines and dimensions drawn to scale.	●	●	●
Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the site.	●	●	●
Lot lines and all structures on the property and within 100 feet of the site's property lines.		●	●
Locations of all significant natural features – streams, wetlands and floodplains (see Section 54.805), steep slopes (see Section 54.806), woodlands and protected trees (see Section 54.807).	●	●	●
Boundary of any Riparian Overlay Districts, per *Section 54.320(E).* Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per *Section 54.806*		•	•
Any existing private or public easements		•	•
Location of any access points on both sides of the street within 100 feet of the site along streets where access to the site is proposed.	●	●	●
Locations of existing utilities.	●	●	●
Existing topography at a minimum of two (2) foot contour intervals.		●	●
Proposed Construction			
Building footprints, setbacks, and elevations showing height for all proposed structures with the acreage allotted to each use. See *Article 3*, *Article 4*, and *Article 7*.	●	●	●
Floor area and ground coverage ratios. See *Article 3* and *Article 4*.	●	●	●
Schematic storm water management plan, including elements stated below for Final Site Plan requirements, as needed to show intended compliance with the requirements of the Land Development Code.		•	
Proposed topography with a site grading plan with topography at a minimum of two (2) foot contour intervals.		●	●
Boundary of any Riparian Overlay Districts, per *Section 54.320(E)*. Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per *Section 54.806*		•	•

Site Plan Information Required	Sketch Plan	Preliminary Site Plan	Final Site Plan
Location and method of screening for all waste dumpsters. See *Section 54.1003(F)*.		●	●
Location and dimensions of parking spaces. See *Article 9*.	●	●	●
General landscaping design concept acceptable to the Zoning Administrator.	●		
A landscaping plan indicating proposed plant locations with common plant name, number, and size at installation. Berms, retaining walls or fences shall be shown with elevations from the surrounding average grade. See *Article 10*.		●	●
Details of exterior lighting including fixture and pole locations, height, and method of shielding. See *Section 54.802*.		●	●
The location of all permanent or temporary signs, existing or proposed, including their area, size, height, illumination, and the type of construction. See *Article 11*.	●	●	●
Locations of utility services (with sizes) and storm water management elements, including, storm drainage, retention or detention ponds and/or swales, rain gardens, riparian buffer vegetative strips, per *Section 54.803.* Any proposed public or private easements.			•
Fire hydrant number and placement or other water supply, and standpipe connection type; Fire dept. connection location; Alarm panel location; Fire dept. access details.			•
If the application is related to property scheduled for phased development, the proposed layout for the total projected development shall be indicated, and the projected scope and time period shall be estimated for each additional phase. The phasing plan must be acceptable to the City staff to ensure that each phase can function independently and is not reliant on future phases if they are not constructed.	●	●	●
Site Circulation Details and Access Design			
General site circulation and access including: indication of street right-of-way and pavement widths; access points; and location of pedestrian paths. See *Section 54.907*.	●		
Street horizontal and vertical dimensions, including curve radii.		●	●
Dimensions of access points including distance from adjacent driveways or intersecting streets, including those across a street. See *Section 54.907*.		●	●
Schematic location and names of abutting public streets and other right-of-ways, and schematic location of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.		•	
Schematic of access points, including from adjacent driveways on intersecting streets, including those across a street. See *Section 54.907*.		•	
Locations, dimensions, and names of abutting public streets and other right-of-ways, and of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.			•
Pavement widths and pavement types for all streets/roads, pedestrian and bicycle paths.			•
Written verification of access easements or agreements, if applicable.		●	●
Additional Information			
Any other information necessary to establish compliance with this and other ordinances.	●	●	●

Voluntary Information/Considerations – callouts/notes and narrative would be appreciated
Infrastructure for Electric Vehicle (EV) charging stations (wiring, conduit, etc.)
Incorporation of *green infrastructure* elements such as a bioswale/rain garden (see Fig. 41), pervious pavers, vegetative/green roof, living retaining wall, French drains.
Public art elements such as sculpture, murals, interactive installations.
Affordable housing (including of explanation of how affordability is calculated).
Encourage colorful cladding materials (black, white, grey materials should be limited to <50 percent of total exterior cladding and trim colors).
Inclusion of bicycle parking facilities (racks, shelters, lockers, etc.) not required by the LDC.

(D) Site Plan Review Procedures. No Zoning Compliance or Special Land Use Permit shall be issued for any uses subject to site plan review except in accordance with a site plan approved by the Planning Commission, or a Minor Site Plan approved by the Zoning Administrator, in accordance with the following procedures:

(1) Minor Site Plan Review. The Zoning Administrator may approve or conditionally approve Minor Site Plans as described in *Figure 51*; however, Minor Site Plans may also be subject to review by the Planning Director, Engineering Department, Fire Department, or any other City department deemed necessary by the Zoning Administrator. After approval of a Minor Site Plan, the applicant may apply for a Zoning Permit pursuant to *Section 54.1401*.

(2) Pre-Application Concept Plan Review. At the option of the applicant, the applicant may submit a concept plan to the City be reviewed by the Zoning Administrator, City Planner, and Engineering Department prior to submitting an application for site plan review. Depending on the scope of the development proposal, the City staff may require the concept plan to contain as little detail as a Zoning Compliance Review (*Section 54.1401(C)*) or as much detail as a Sketch Plan Review (*Figure 52*). The concept plan must contain enough detail to explain the location of land use areas, streets providing access to the site, pedestrian and vehicular circulation within the site; dwelling unit density and types; function of open space; and buildings or floor areas contemplated, as applicable. The purpose of concept plan review is for the City staff to review the concept plan and provide the applicant an advisory opinion whether the concept plan appears to meet the standards of this Ordinance with respect to use, location, character, and zoning district requirements. The City's review of a concept plan is advisory only, and the City shall not approve, deny, or take any other action on a concept plan.

(3) Sketch Plan Review. At the option of the applicant, preliminary sketches of proposed site plans may be submitted for review to the Planning Commission prior to submission for formal site plan review. Submission of preliminary sketch plans shall be made no later than fourteen (14) days prior to the meeting at which the review is to take place. The Planning Commission shall advise the applicant as to the general acceptability of the proposed plan, but shall not be bound by any statements or indications of acceptance to the plan. The Zoning Administrator shall determine the number of plans to be submitted. Sketch plans must include at a minimum the required information for sketch plans in *Figure 52*.

(4) Preliminary Site Plan Review. The purpose of preliminary site plan review is to allow for the review and decision on most aspects of the site without the need for final detailed engineering unless required by the City Engineer. An applicant may submit some of the engineering elements in schematic/diagram form in the Preliminary site plan set per the requirements shown in *Figure 52*, and such items must be approved per the Final Site Plan Review (FSPR) requirements prior to staff completion of a Zoning Compliance Permit for the project. Applications for preliminary site plan review must be submitted to the Zoning Administrator at least twenty (20) business days prior to the meeting at which the review is to take place. The Planning Commission shall review the preliminary site plan, together with any reports and recommendations from staff, consultants and other reviewing agencies and any public comments. The Planning Commission shall then make a determination based on the requirements of this Ordinance and the standards of *Section 54.1402(E)*. The Planning Commission is authorized to postpone, approve, approve subject to conditions or deny the preliminary site plan as follows:

(a) Postponement. Upon determination by the Planning Commission that a preliminary site plan is not sufficiently complete for approval or denial or upon a request by the applicant, the Planning Commission may postpone consideration until a later meeting.

(b) Denial. Upon determination that a preliminary site plan does not comply with the standards and regulations set forth in this Ordinance, or would require extensive revisions to comply with said standards and regulations, the site plan shall be denied. If a site plan is denied, a written record shall be provided to the applicant listing the reasons for such denial.

(c) Approval. Upon determination that a preliminary site plan is in compliance with the requirements of this Ordinance and other applicable ordinances and laws, including the standards of *Section 54.1402(E)*, the preliminary site plan shall be approved. Upon approval of the preliminary site plan, the applicant may apply for final site plan review.

(d) Approval Subject to Conditions. The Planning Commission may approve a preliminary site plan, subject to one (1) or more conditions necessary to address minor modifications to the preliminary site plan, ensure that public services and facilities can accommodate the proposed use, protect significant natural features, ensure compatibility with adjacent land uses, or otherwise meet the intent and purpose of this Ordinance. Such conditions may include the need to obtain variances or approvals from other agencies. Upon approval of the preliminary site plan and the satisfaction of conditions, the applicant may apply for final site plan review.

(e) The Planning Commission may elect by an affirmative vote to be the approving authority of the Final Site Plan, otherwise the approving authority will be the Zoning Administrator. The scope of the proposal, the potential impact of the project, and/or or the estimated value of public input or of conducting the approval in a public forum are all reasons that the Planning Commission may elect to be the review authority for the Final Site Plan. The Zoning Administrator may recommend that the Planning Commission be the approving authority in the staff report for the site plan review.

(5) Final Site Plan Review.

(a) Deadline to Submit Final Site Plan Application. Applications for final site plan approval shall be submitted to the Zoning Administrator at least twenty (20) business days prior to the meeting at which the review is to take place.

(b) Staff Review of Site Plan Materials. The Zoning Administrator, Engineering Department, Fire Department, Planning Staff, and other City departments if required by the Planning Commission to determine compliance with this Ordinance, will review application materials to determine if they are in proper form, all of the required information is present, and the site plan is in compliance with this Ordinance. Each department that reviews an application shall provide a report or relevant comments to the Zoning Administrator. If the site plan is determined to not be complete or in compliance with the ordinances, the Zoning Administrator shall return the reports to the applicant. The Planning Commission shall not review a site plan that is not complete unless the incomplete items are minor.

(c) Additional Information. The Planning Commission, prior to granting approval of a site plan, may request from the applicant any additional graphics or written materials, prepared by a qualified person or person(s), to assist in determining the appropriateness of the site plan. Such material may include, but is not limited to, photographs, estimated impact on public schools and utilities, and traffic impacts.

(d) Planning Commission and/or Administration Action. Except as noted in directly above, and as stated in *Section 54.1402(D)(4)(c)* for Preliminary Site Plan Review, the Planning Commission, or City Staff, shall approve, approve with conditions, or deny the site plan based on the compliance of the plan with City Ordinances and the review standards of this Ordinance. If conditional approval is granted, the conditions shall be stated specifically so that the Zoning Administrator or other reviewing departments can determine compliance with the conditions and grant approval following submission of revised plans; said review not to exceed ten business (10) days unless additional time is required by the Zoning Administrator or other reviewing departments to determine compliance with the conditions of site plan approval. A site plan shall be approved if it contains all of the information required by the ordinance and is in compliance with the standards of the Land Development Code (including *Section 54.1402(E)*), other City planning documents, City ordinances, and state and federal statutes.

(e) Signed Copies of Final Approved Plans. The Planning Commission Chair and the applicant shall sign two (2) copies of the approved site plan, one of which is kept by the Zoning Administrator, the other by the applicant. If the site plan is approved with conditions that require revisions to the site plan, the applicant must make the required revisions and submit the revised plans to the City be signed.

(f) Certificate of Zoning Compliance. A Zoning Compliance permit shall not be issued until the Planning Commission has approved the plan. The Zoning Compliance permit shall be reviewed and issued in accordance with *Section 54.1401*.

(6) **Single-Step Site Plan Approval.** Nothing in this Ordinance shall prohibit the Planning Commission from granting final site plan approval without first granting a preliminary site plan approval if the plans are in compliance with the requirements of this Ordinance for a final site plan.

(E) Site Plan Review Standards. In addition to the development standards of this Ordinance as well as the underlying zoning district, each site plan shall be designed to ensure that:

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

(2) **Safe and Efficient Traffic Operations.** Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, and other elements such as walkways shall be designed to promote safe and efficient traffic operations within the site and at its access points.

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

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

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

(6) **Emergency Vehicle Access.** All buildings or groups of buildings shall be arranged so as to permit emergency vehicle access as required by the Fire Department and Police Department.

(7) **Outdoor Storage and Loading and Unloading Areas.** All outside storage areas, including refuse storage stations, shall be screened from the view of the street and/or adjacent residentially zoned properties. All loading and unloading areas shall be reasonably screened for residentially zoned properties.

(8) **Lighting.** Exterior lighting shall be arranged so that it is deflected away from adjacent properties and bodies of water so that it does not impede the vision of traffic along

adjacent streets or impair navigation on the waterway. Flashing or intermittent lights shall not be permitted.

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

(10) Nuisances. No noise, vibration, dust, fumes, or other nuisance shall leave the property in a manner that affects the surrounding area.

(11) City of Marquette Engineering Design and Construction Standards. The site plan must comply with the City of Marquette Engineering Design and Construction Standards.

(F) Validity of Approved Site Plans and Expiration.

(1) Approval, including Conditions, Attached to the Property. Approval of a site plan, including conditions made as part of the approval, is attached to the property described as part of the application and not to the owner of such property.

(2) Validity of Approved Site Plans.

(a) Expiration. Site plan approval shall expire one (1) year from the date of approval by the Planning Commission, or by the Zoning Administrator for minor site plans, except for phased projects that are required to follow a project timeline. If the site plan is approved with conditions that require revisions to the site plan, the applicant must make the required revisions and submit the revised plans to the City prior to the expiration date.

(b) Halt in Construction. The Planning Commission or Zoning Administrator, according to which entity approved the plan, may revoke the zoning approval if work on a project is halted for at least two (2) months, except during winter conditions, if the conditions warrant.

(c) Extension. The Planning Commission may grant two (2) one-time extensions to the expiration deadline, not to exceed one (1) year each, provided the request for an extension must be submitted at least 26 days prior to the expiration of the site plan approval and must meet the following standards. The Zoning Administrator may similarly grant extensions of administratively approved site plans.

(i) The approved plan conforms to zoning at the time the extension is granted

(ii) Any and all Federal and State approvals and permits are current.

(d) Relevant LDC Amendment. If the Land Development Code is amended within one year of site plan approval and approved work has not been completed, any less intensive standards provided by the amendment may be applied to the unfinished aspects of the site plan if a revised site plan is submitted before the one year site plan approval period expires.

(e) Resubmission of Expired Plans. Site plans whose approval has expired shall require resubmission as an initial application.

(G) Amendments to Approved Site Plans.

(1) No changes, erasures, modifications, or revisions shall be allowed for any approved site plan without prior approval by the Zoning Administrator or the Planning Commission, in accordance with *Figure 51* of this Ordinance.

(2) The ability to approve any changes to an approved site plan shall remain consistent with the ability of the Planning Commission or Zoning Administrator to approve or deny a specific development activity stated in *Figure 51*.

(H) Performance Guarantees. To ensure compliance with this Ordinance and any condition imposed thereunder, the City may require that a cash deposit, certified check, irrevocable bank letter of credit, or other financial instrument acceptable to the City covering the estimated cost of improvements associated with a project (verified by the City Engineer) for which site plan approval is sought, be deposited with the Treasurer of the City to ensure faithful completion of the improvements and also be subject to the following:

(1) Prior to development activity or the issuance of a permit, the performance guarantee shall be deposited prior to the issuance of the building permit authorizing the activity of the project. The City shall return the performance guarantee on deposit upon verification by the City that all work and improvements have been satisfactorily completed. A return of the performance guarantee does not relieve the applicant from satisfying all applicable maintenance warranties and/or guarantees necessary to ensure the proper functioning of the public improvements.

(2) As used in this Section, "improvements" means those features and actions associated with a project which are considered necessary by the body or official granting approval, to protect natural resources, or the health, safety and welfare of the residents of the City and future users or inhabitants of the proposed project or project area, including roadways, lighting, utilities, sidewalks, screening, landscaping and surface drainage.

(I) Development Agreement. The Planning Commission may require, as a condition of approval, that the owner/developer enter into a Development Agreement with the City of Marquette, incorporating therein the terms and conditions of final site plan approval, and record the same in the Office of the Register of Deeds for Marquette County. The Development Agreement shall be signed by the applicant and/or developer and approved by the City Commission. The Agreement shall include such provisions as the deposit of funds to defray variable costs and expenses and performance guarantees per *Section 54.1402(H)* to ensure that improvements depicted on a site plan meet the provisions of this Ordinance, adopted standards and regulations, and conditions set by the Planning Commission. The cost to prepare, review, and record this Agreement shall be borne by the applicant/developer.

(J) Compliance Guarantees. Prior to construction, the Zoning Administrator may require that the property boundaries be staked by a licensed surveyor. At any time during construction, the Zoning Administrator may inspect the site to determine compliance with the approved site plan. If the Zoning Administrator determines that the construction is not in accordance with

the approved site plan, the Zoning Administrator shall issue a stop work order and take action to ensure compliance with the approved site plan.

(K) Appeals of Site Plans.

(1) Any person aggrieved by the decision of the Planning Commission or Zoning Administrator with respect to an approval or denial of a site plan shall have the right of an appeal to the Board of Zoning Appeals in accordance with *Section 54.1404*. The appeal shall be filed in writing within thirty (30) days of the decision.

(2) The filing of such an appeal shall act to stay or suspend the issuance of any permit.

(3) No new evidence may be submitted to the Board of Zoning Appeals that is in addition to the evidence considered by the Zoning Administrator or Planning Commission during its review.

(L) Required As-Built Plans. Upon completion of the development, as-built plans of the final development must be provided to the City in CAD format or other digital format required by the City.

(M) Revocation. Approval of a site plan may be revoked by the Planning Commission if the construction or use is not in conformance with the approved site plan. In such case, the site plan shall be placed on the agenda of the Planning Commission for consideration and written notice shall be sent to the applicant at least ten (10) days prior to the meeting. The Zoning Administrator, applicant, and any other interested persons shall be given the opportunity to present information to the Planning Commission and answer questions. If the Planning Commission finds that a violation of the approved site plan exists and has not been remedied prior to the hearing, then it shall revoke the approval of the site plan.

8
Title Connect
28470 W. 13 Mile Rd.
Suite 315
Farmington Hills, MI 48334

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Tx:4082372
9/11/2024 1:03:00 PM

2024R-07662
TONYA NELSON
REGISTER OF DEEDS
MARQUETTE COUNTY, MI
RECEIVED ON
09/11/2024 01:03 PM
RECORDED ON
09/11/2024 02:24 PM
PAGES: 8

TREASURER'S OFFICE MARQUETTE COUNTY, MI
7787C Required by Sec 135, Act 206, 1893, amended
I hereby certify that all taxes which by law are required to be retur
to this office, have been fully paid for the five years preceding the d
of said instrument for the lands described herein. This certifica
does not apply to taxes in the process of local collection, boar
review, PRE denial or tax tribunal.
JACQUELINE SOLOMON TREASURER / 9/11/24W

COVENANT DEED

THIS COVENANT DEED is made and given as of August 29, 2024, by THE NORTHERN MICHIGAN UNIVERSITY FOUNDATION, a Michigan nonprofit corporation ("Grantor"), whose address is 1401 Presque Isle Ave., Marquette, Michigan 49855, to VERIDEA GROUP, LLC, a Michigan limited liability company ("Grantee"), whose address is 857 W. Washington Street, Suite 301, Marquette, Michigan 49855.

Grantor, for and in consideration of the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed concurrently herewith, sells, bargains, grants and conveys to Grantee certain real property situated in the City of Marquette, County of Marquette, State of Michigan, as more particularly described on **Exhibit A** attached hereto and made a part hereof, together with (a) all buildings, structures, fixtures and improvements of every kind located thereon (collectively, the "Improvements"), (b) any streets, roads or avenues, open or proposed, in front of or abutting or adjoining such real property to the center line thereof, (c) all easements appurtenant to such real property, (d) all air, mineral, and gas rights, and (e) all rights of use, servitudes, licenses, permits, tenements, hereditaments, privileges and appurtenances belonging or in any way pertaining to such real property and the Improvements (collectively, the "Property"), subject only to the matters set forth on **Exhibit B** attached hereto and made a part hereof (collectively, the "Permitted Exceptions").

Grantor covenants to and agrees with Grantee that Grantor has not done, committed, or knowingly or willingly suffered to be done or committed any act that will cause the Property conveyed to be charged or encumbered in title, estate, or otherwise, and Grantor hereby binds itself and its successors and assigns to defend the Property conveyed unto the Grantee and its successors and assigns, forever, against the claims and demands of all persons claiming by, from, through or under Grantor, but against no other claims or persons, subject, however, to the Permitted Exceptions.

The Grantor further grants to the Grantee the right to make any and all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan Right to Farm Act.

TC13-111738A

This instrument is exempt from state transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

In addition to the foregoing, Grantee, by acceptance of this Covenant Deed, on behalf of itself, its successors and assigns, covenants and agrees that the Property is subject to the recapture right set forth on **Exhibit C** attached hereto and made a part hereof.

[*remainder of page intentionally left blank; signature appears on following page*]

IN WITNESS WHEREOF, Grantor has executed this Covenant Deed on the date first written above and has declared this conveyance to be binding upon it and its personal representative, heirs, successors, and assigns.

GRANTOR:

THE NORTHERN MICHIGAN UNIVERSITY FOUNDATION,
a Michigan nonprofit corporation

By: _____
Name: Brad Canale
Its: CEO

STATE OF MICHIGAN)
)ss.
COUNTY OF Marquette)

The foregoing instrument was acknowledged before me this 27th day of August, 2024, by Brad Canale, as the Chief Executive Officer of The Northern Michigan University Foundation, a Michigan nonprofit corporation, on behalf of such nonprofit corporation.

_____
Notary Public,
Marquette County, Michigan.
My Commission Expires: 11 June 2029
Acting in Marquette County, Michigan

CATHY A ANDREW NOTARY PUBLIC MY COMMISSION EXPIRES JUN 11, 2029 County of Marquette STATE OF MICHIGAN

GRANTOR:

THE NORTHERN MICHIGAN UNIVERSITY FOUNDATION,
a Michigan nonprofit corporation

By: Mark Pynnonen
Name: Mark Pynnonen
Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF Marquette)

The foregoing instrument was acknowledged before me this 27th day of August, 2024, Mark Pynnonen, as the President of The Northern Michigan University Foundation, a Michigan nonprofit corporation, on behalf of such nonprofit corporation.

Notary Public,
Marquette County, Michigan.
My Commission Expires: 11 June 2029
Acting in Marquette County, Michigan



Drafted by:

Jonathan D. Block
Honigman LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304-5151

When recorded return to:

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Marquette, County of Marquette, State of Michigan, described as follows:

Parcel 1 (Referred to as Parcel 4-Phase 1):

The South 45 feet of the North 90 feet of Lots 8 and 9 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.

Parcel 2 (Referred to as Parcel 5-Phase 1):

The North 45 feet of Lots 8 and 9 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.

Parcel 12 (Referred to as Parcel 16-Phase 1):

The North 135 feet of Lot 7 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.

Parcel 13 (Referred to as Parcel 18-Phase 1):

The North 102.3 feet of Lot 5 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.

Parcel 14 (Referred to as Parcel 20-Phase 1):

The North 102.3 feet of Lot 4 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.

Parcel 15 (Referred to as Parcel 22-Phase 1):

Lot 3 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.

Parcel 16 (Referred to as Parcel 24-Phase 1):

Lot 2 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.

Parcel 17 (Referred to as Parcel 26-Phase 1):

Lot 1 and Lots 92 through 99, inclusive, of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records, also being premises situated in Section 14, Township 48 North, Range 25 West.

Parcel 18 (Referred to as Parcel 27-Phase 1):

Lot 90 Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.

Parcel 21 (Referred to as Parcel 31-Phase 1):

Lots 153 and 160, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.

Parcel 22 (Referred to as Parcel 32-Phase 1):

Lots 152 and 161, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.

Parcel 23 (Referred to as Parcel 33-Phase 1):

Lot 162, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.

Parcel 24 (Referred to as Parcel 34-Phase 1):

Lot 151, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.

Parcel 25 (Referred to as Parcel 35-Phase 1):

Lots 150 and 163, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments not due and payable at Commitment Date.

2. Matters that would be disclosed by an accurate survey of the Property.

3. Applicable zoning ordinances.

4. Covenants, conditions and restrictions and other provisions as contained in instrument recorded in Liber 146, Page 381, Marquette County Records. (Parcel 25 Referred to Parcel 35-Phase 1)

5. Subject to the easements, restrictions and reservations contained in the College Heights Plat recorded at Liber 5, Page(s) 4, Marquette County Records.

6. Subject to the easements, restrictions and reservations contained in the Normal Addition to the City of Marquette Plat recorded at Liber 4, Page(s) 28, Marquette County Records.

7. Terms, conditions, provisions and easement(s) contained in Conveyance of Right of Way recorded in Liber 139MR, page 598. (Parcel 24 Referred to as Parcel 34-Phase 1)

8. Terms, conditions, provisions and easement(s) contained in Easement Agreement recorded in Liber 155MR, page 582.

9. Terms, conditions, provisions and easement(s) contained in Quit Claim Deed recorded in Liber 336, page 376. (Parcel 13 Referred to as Parcel 18-Phase 1)

10. Terms, conditions, provisions and easement(s) contained in Easement Agreement recorded in Instrument No. 2015R-12456.

11. Covenants, conditions and restrictions and other provisions as contained in instrument recorded in Instrument No. 2022R-09547 and 2022R-09548.

EXHIBIT C

RECAPTURE RIGHT

The Grantee, on behalf of itself, its successors and assigns, covenants and agrees that the Property is subject to a recapture right for the benefit of Grantor, its successors and assigns. Grantor reserves for itself and its successors and assigns, the right to repurchase (the "Repurchase Right") of all or a portion of the Property (the "Recaptured Property"), as its sole and exclusive remedy, in the event that Grantee, its successor or assign, fails, subject to Force Majeure and/or delays caused by Grantor, to (i) commence construction on the Property (a "Failure to Commence") within thirty-six (36) months after the date of this covenant deed (the "Commencement Deadline"); or (ii) complete construction (a "Failure to Complete") within one hundred twenty (120) months after commencement of construction with improvements on the Property substantially consistent with the Grantee's response on or about April 8, 2022 to the Request for Qualifications issued to the general public in order to locate a developer to redevelop the Property on or about March 11, 2022 ("RFQ Response") and appropriate market demand.

As used herein, Force Majeure shall include, but not be limited to, the prevention, delay or stoppage encountered by Grantee due to fire or other casualty; inclement weather; inability to secure materials; strikes; labor shortages; acts of God; acts of the public enemy or other hostile governmental action; war; acts of terrorism, domestic or foreign; declarations of National or State emergencies; epidemics; pandemics; civil commotion; governmental, judicial, administrative, or regulatory restrictions, regulations, approvals, proclamations, or controls affecting Grantee's obligation to perform, provided, however, that in no event shall the failure or inability of Grantee to pay any monetary obligation ever be an event of Force Majeure.

The Repurchase Right is exercisable by Grantor delivering sixty (60) day written notice to Grantee of its exercise thereof (the "Repurchase Exercise Notice"), unless Grantee satisfies such covenants during such 60-day period: (A) in the event of a Failure to Commence no later than the date Grantee actually commences construction; and (B) in the event of a Failure to Complete, no later than the date on which Grantee completes construction.

In the event Grantor timely and properly exercises its Repurchase Right, the purchase price for the Recaptured Property paid by Grantor to Grantee in connection with the Repurchase Right (the "Repurchase Consideration") shall be: (A) the purchase price paid by Grantee for the Recaptured Property (the "Purchase Cost") in the event of a Failure to Commence; or (B) the Purchase Cost plus the total actual hard cost, including, without limitation, architectural and engineering fees, of all improvements constructed by or on behalf of Grantee ("Improvement Cost") for a Failure to Complete. The sum of the Purchase Cost plus the Improvement Cost may be referred to as the "Total Cost." The financed portion of the Improvement Cost shall be documented by the lender to the extent there is construction financing, providing construction financing with respect to the Recaptured Property, if any.

For purposes hereof, "commence construction" shall mean the commencement of a building slab substantially in accordance with plans approved by the City and not merely the formulation of a design therefor or merely preparatory excavation or material assembly.
For the purposes hereof, "complete construction" means improvements have been constructed on the Property substantially in accordance with plans approved by the City and the issuance of a certificate of occupancy (or equivalent).

Within thirty (30) days after the establishment of the Repurchase Consideration amount, Grantee shall deliver to Grantor a covenant deed in substantially the same form as the Deed conveying the Property from Grantor to Grantee, and which shall be subject to all matters of record in existence as of the date of such re-conveyance, save and except any liens secured by the Property, and Grantor shall contemporaneously deliver to Grantee the Repurchase Consideration in cash. The closing shall occur at a location to be agreed upon by the parties in the County in which the Property is located and the closing costs will be paid in accordance with common custom in Marquette, Michigan. The Repurchase Right shall automatically terminate and be of no further force and effect upon the actual completion of construction by Grantee of approved improvements on the Property. Upon such termination of the Repurchase Right, Grantor will record, at Grantor's expense, a Notice of Termination with respect to same upon request from Grantee.

VERIDEA GROUP

RE: Planned Unit Development Request (PUD)

We have recently purchased the former Marquette General Hospital (MGH) properties located South of Magnetic Street between Lee Avenue and Fourth Street. The three properties are identified by Marquette Property ID Number 0410681 and have no specific property address. The properties are currently parking lots with more than 80% of which were utilized for parking at MGH and have no use in their current condition.

The Parcels are located in the Medium Density Residential (MDR) zoning district. We have been developing a concept plan to best meet the current zoning and restore the area back to a residential area with a mixture of Town Homes that best utilize the current layout of the properties. The townhomes are being designed with multi-car garages to limit the need for large parking areas and allow for increased green space. This plan allows us to reduce the storm water runoff to the city system and we will be installing additional storm water utilizing underground storage under portions of the green spaces to further reduce the flow to the city system.

We recently held a pre-application meeting with the City Planner/Zoning administrator and have determined that a PUD would be the best route for this re-development project. We have developed an attached concept plan with some additional proposed Town Home details and would like to make a formal Concept Request with the attached PUD Criteria Qualification Application.

Though our concept plan meets a majority of the current zoning district we will need to request a few variances from the current ordinance Specifically.

- Sections 54.306 (B) & (C) which limits use to Quadplex's. It's our feeling that by allowing some larger 6+ multiplexes we make better use of the site and reduce the number of direct access points on Magnetic Street and 4th Street. It allows better access to our proposed Townhome Garages and reduces hard-surface areas.
- Section 54.308 (D) to reduce both frontage and rear setbacks to 10'. In regard to the front setback the Magnetic Street ROW through this block is 80' vs the typical 66' ROW. This allows are building to move slightly closer to the property line, gaining green space availability and matching a more typical roadway. The rear setback being reduced to 10' allows us to use a 6 plex and place it with a thru driveway to Piqua Street and keep our garages entering internally. We do propose 4 Duplex's with Garages on Piqua Street, however we will keep those a minimum of 20' of the ROW. The use of Piqua reduces our traffic on Magnetic and the ROW of Piqua Street still creates plenty of separation to the residential neighbors to the South.

We are also requesting that the following PUD requirement be waived.

- Section 54.306 (C) Minimum Size Requirement of a PUD must be two (2) acres of contiguous land. However, the City Commission, upon recommendation from the Planning Commission, may permit a smaller PUD under the following circumstances:

Our proposed PUD totals 3.10 Acres, however two of the lots; (1) West Lot on Magnetic total acreage is 9,525 Sqft (.22 acres) and (2) East Lot on Magnetic total acreage is 16,221 Sqft (0.37 acres) are not contiguous land.

We believe the ordinance will allow this as we qualify under item (1) the lots are truly unique in that they were MGH parking lots located in the residential area and item (2) that their unique shapes impact our ability to properly develop them. Furthermore, by keeping the lots under their current parcel number it will align with our planned Condominium Development ownership group allowing for a single condominium plan rather than (3) separate organizations.

The PUD also requires that we meet a minimum of 3 Section 54.323 (F)(5) Criteria for Qualifications. We feel we meet at a minimum the following criteria which makes us eligible for a PUD.

(a) To permanently preserve open space or natural features because of their exceptional characteristics or because they can provide a permanent transition or buffer between land uses. ***We are removing parking lots, adding valuable green space and creating the former residential area buffer.***

(b) To permanently establish land use patterns that are compatible or that will protect existing or planned uses. ***We are restoring the area back to its original residential area prior to MGH expansion into the neighborhood.***

(c) To accept dedication or set aside open space areas in perpetuity. ***We are creating a condominium plan which will be designating shared open spaces to the association.***

(e) To guarantee provision of a public improvement that could not otherwise be required that would further the public health, safety, or welfare; protect existing or future uses from the impact of a proposed use; or alleviate an existing or potential problem relating to public facilities. ***We are providing a public improvement by restoring the residential neighborhood.***

(f) To promote the goals and objectives of the Community Master Plan. ***We are providing additional housing in the City which is a master plan goal.***

(g) To foster the aesthetic appearance of the City through quality building design and site development; the provision of trees and landscaping beyond minimum requirements; the preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements. ***We are providing quality town homes that will mimic current improvements throughout the City.***

(h) To bring about redevelopment of sites where an orderly change of use or requirements is determined to be desirable. ***We are redeveloping the former MGH parking lots.***

It is our intention that should this application be accepted we will move into the Submittal and Review of Preliminary Plan phase at which time complete land use plan for CDRT reviews and following the remaining public hearings and both planning and city commissions approvals would eventually enter into a Planned Unit Development Contract with the City.

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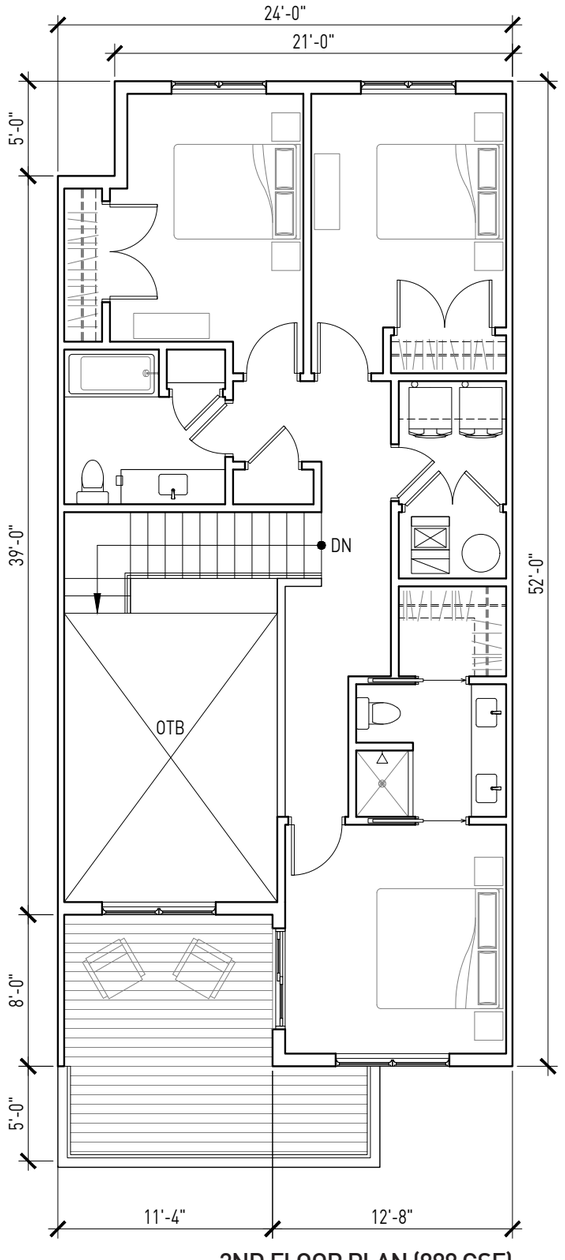
CONCEPT SITE PLAN

0' 32' 64' 128'

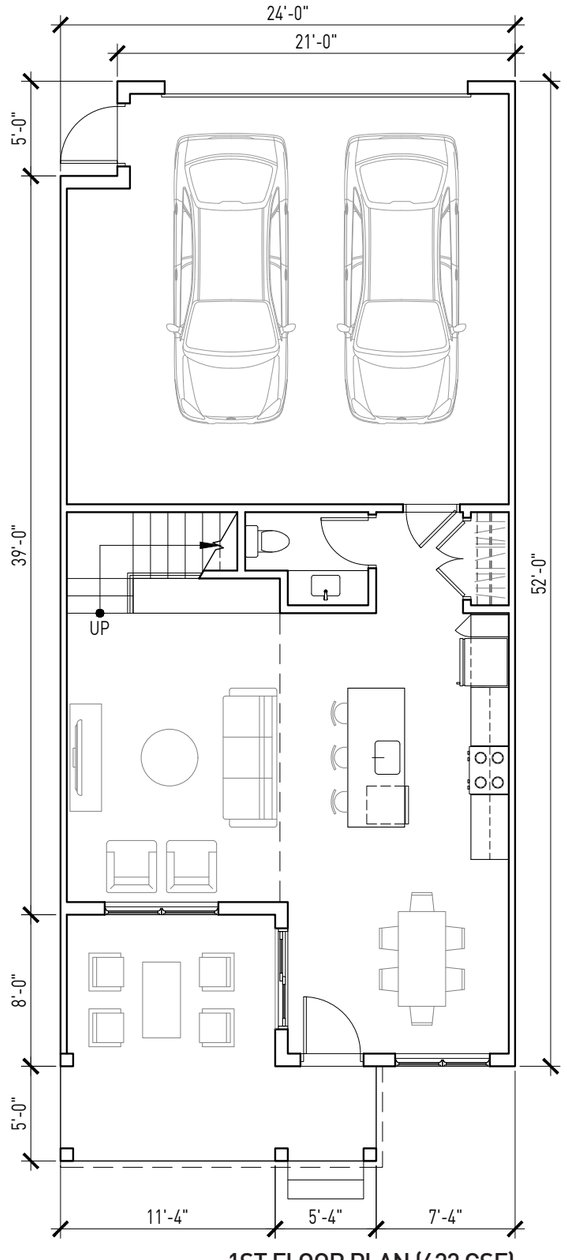
MGH CAMPUS BLOCKS | REZONING APPLICATION

17 FEB 2025
20240907

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2ND FLOOR PLAN (888 GSF)

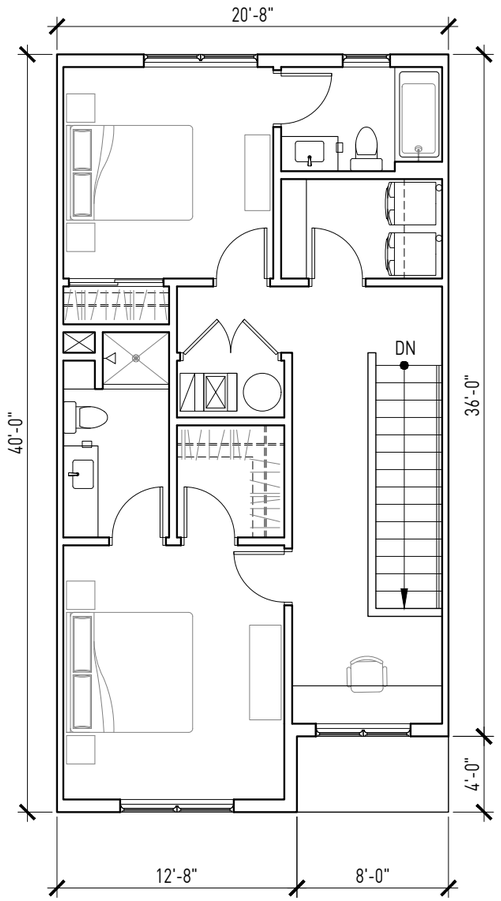


1ST FLOOR PLAN (622 GSF)

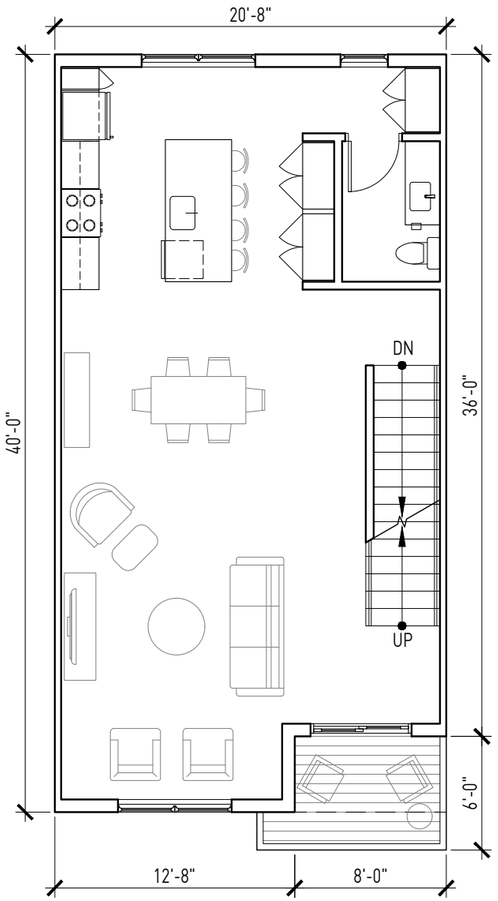
TOWNHOUSE - TYPE 1

- 3-BEDROOM UNIT
- 2-STORY
- TOTAL AREA: 1,510 GSF

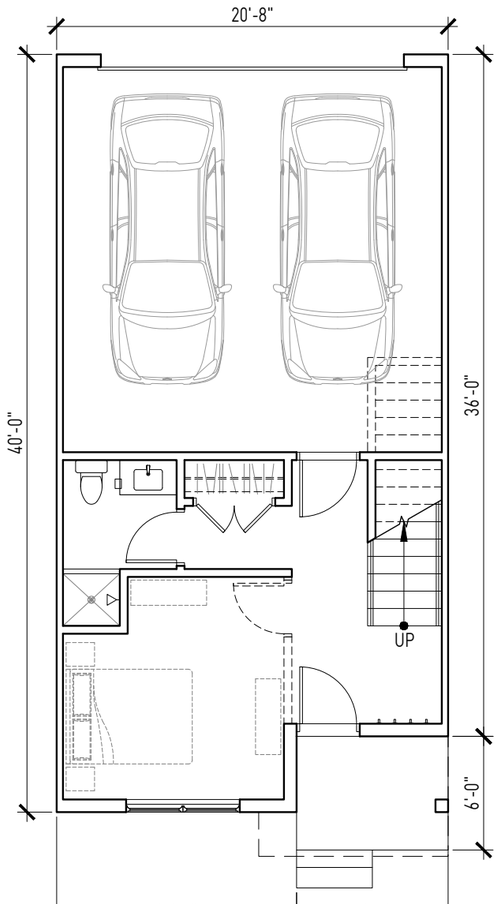
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3RD FLOOR PLAN (745 GSF)



2ND FLOOR PLAN (795 GSF)

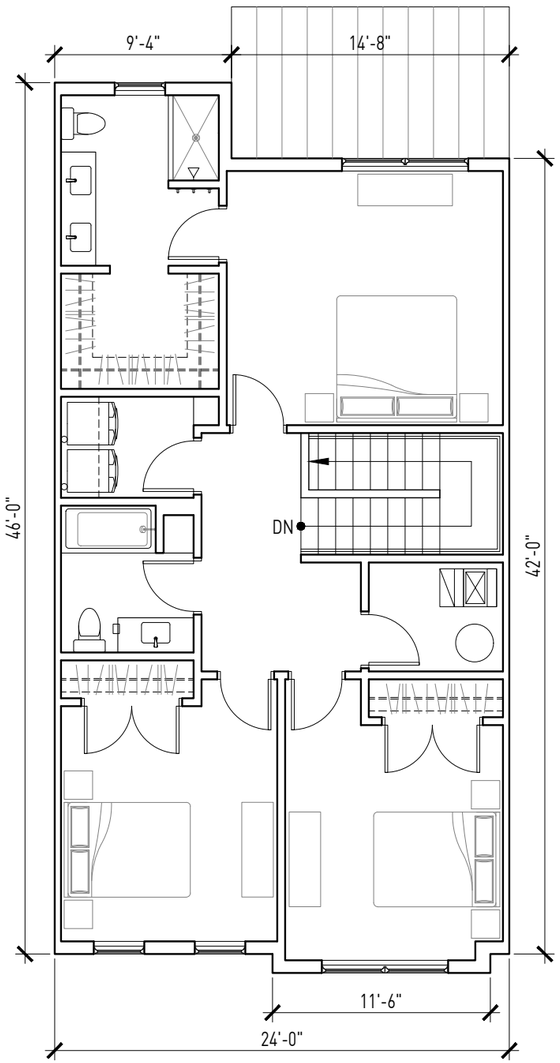


1ST FLOOR PLAN (360 GSF)

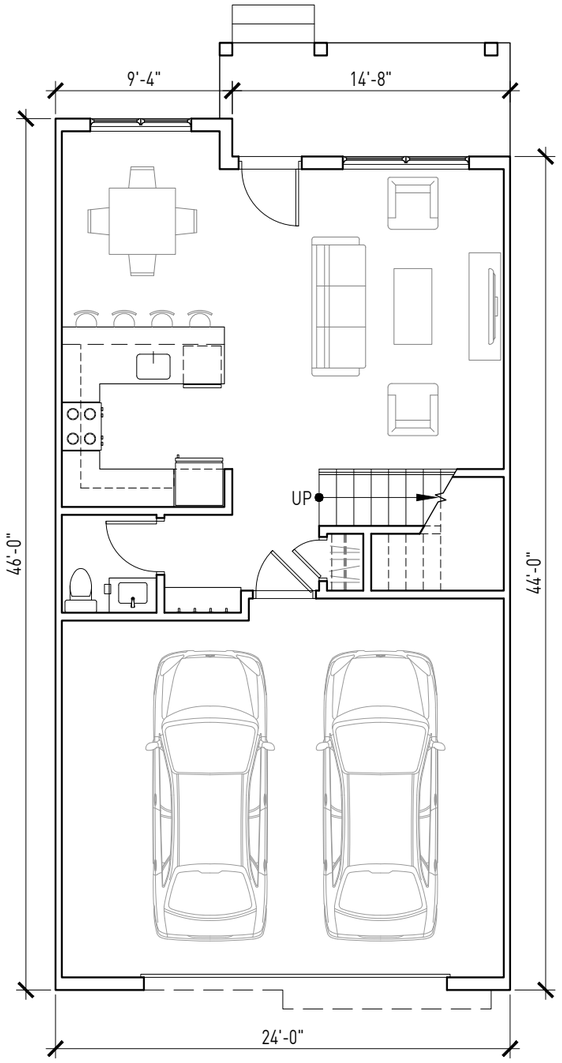
TOWNHOUSE - TYPE 2

- 2/3-BEDROOM UNIT
- 3-STORY
- TOTAL AREA: 1,900 GSF

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2ND FLOOR PLAN (1042 GSF)

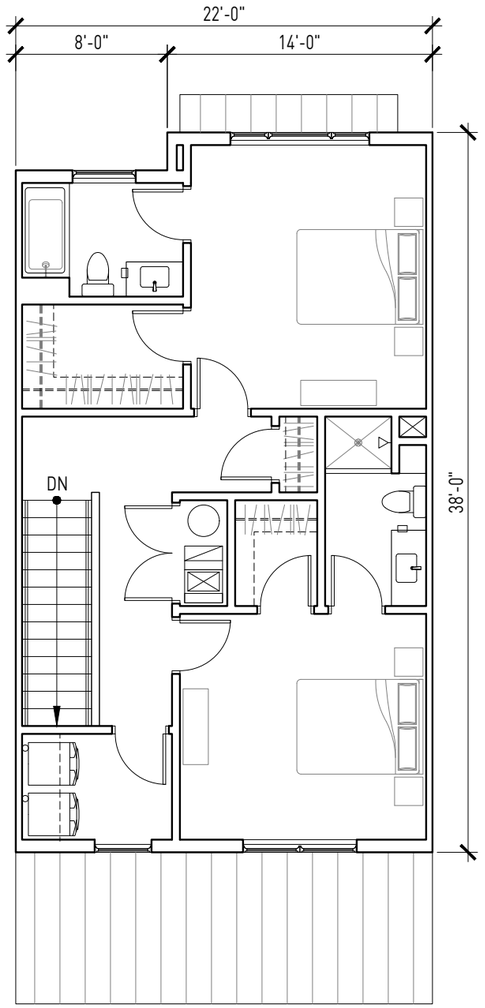


1ST FLOOR PLAN (578 GSF)

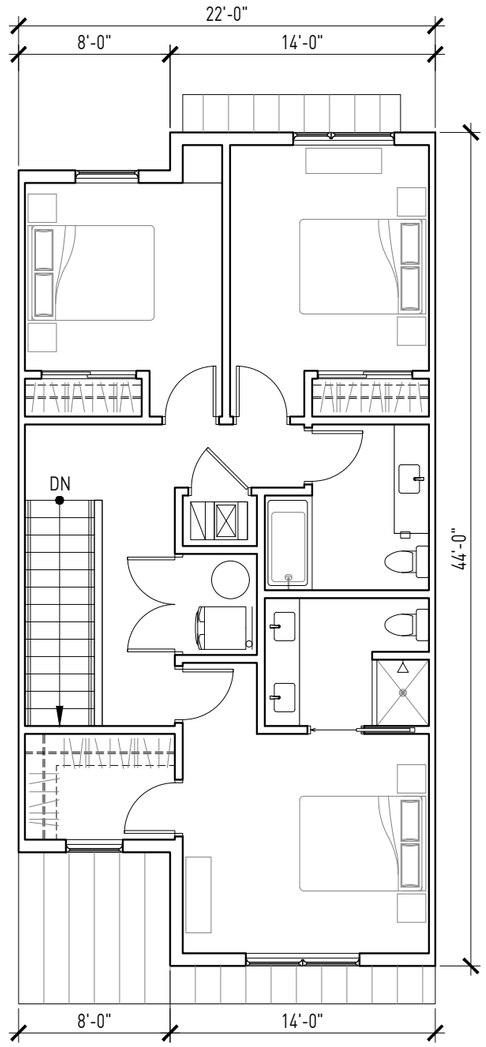
TOWNHOUSE - TYPE 3B

- 3-BEDROOM UNIT
- 2-STORY
- TOTAL AREA: 1,578 GSF

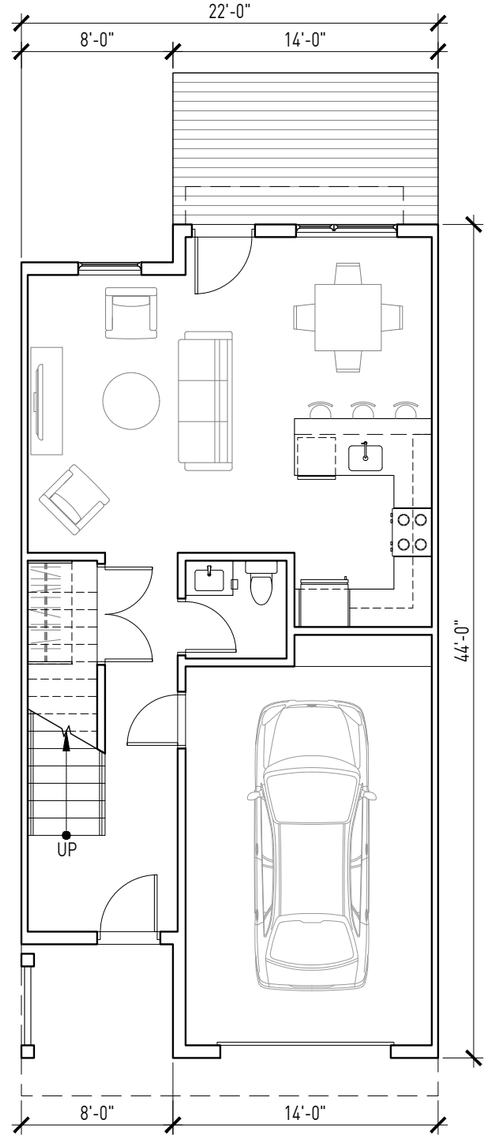
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2ND FLOOR PLAN - 2BR LAYOUT (772 GSF)



2ND FLOOR PLAN - 3BR LAYOUT (856 GSF)



1ST FLOOR PLAN (612 GSF)

TOWNHOUSE - TYPE 4A

- 2/3-BEDROOM UNITS
- 2-STORY
- 3BR AREA: 1,468 GSF
- 2BR AREA: 1,384 GSF

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CONCEPT RENDERING

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VERIDEA GROUP

INTEGRATED ARCHITECTURE

CONCEPT RENDERING

MGH CAMPUS BLOCKS | REZONING APPLICATION | 17 FEB 2025 | 20240907

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CITY OF MARQUETTE
Fire Department
418 S. Third St.
MARQUETTE, MI 49855
(906) 225-8941
jfossitt@marquettemi.gov

MEMORANDUM

TO: Andrea Landers
FROM: Jeff Fossitt
DATE: 02-20-25
SUBJECT: 01-PUD-03-25
Parcel Numbers: 0410681
Magnetic Street (parking lot)

FIRE DEPARTMENT COMMENTS:

Plans have been reviewed on 2-20-25. No questions currently. Approved

Jeff Fossitt
Fire Marshal
Marquette Fire Department

CITY OF MARQUETTE
POLICE DEPARTMENT
300 W. BARAGA AVE.
MARQUETTE, MI 49855
(906) 228-0400
www.marquettemi.gov

MEMORANDUM

TO: Planning Commission
FROM: James Finkbeiner, Road Patrol Captain
DATE: February 20th, 2025
SUBJECT: **Review of 01-PUD-03-25.**

Parcel ID's # 0410681
Magnetic Street (parking lot area South of Magnetic Street formerly used by UPHS and bordered by Lee Street and Fourth Street and Piqua Alley).
Marquette, MI. 49855

I have reviewed the plans and have no comments at this time.

Captain James Finkbeiner
Road Patrol Captain
Marquette City Police Department

SITE PLAN REVIEW COMMITTEE
Site Plan Review
CITY OF MARQUETTE
300 W. Baraga
Marquette, MI 49855

Date: March 5, 2025

Location: 30, 400 Blocks, W. Magnetic Street, South Side (No Addresses assigned)

Submittal Documents:
Plan Title: MGH Campus Block, Rezoning Application
Submitted by: Integrated Architecture, Wickwire
Plans Stamped: N/A

The following are the Responses to the plan review comments from the Engineering Department for the documents identified above.

- No City owned public utilities are currently in the Piqua alley right of way. Depending on how the proposed units are owned, consideration should be given to how the units will be connected to City water and sewer. Consideration should also be given to any existing utility services that run across the proposed development.

  Response: We will be meeting with the Engineering department to discuss utility layouts, access, metering, and potential public utility easements that will be necessary as we move forward with the site plan. We do not plan any public or private utilities in the Piqua alley right-of-way.

- The ownership of the south half of the Piqua Alley right of way is in question. It appears that certain transactions dating back to 1934 were never completed, which causes issues. If public utilities were to be run within the alley these property issues would need to be resolved.

  Response: We understand there are some pending and future issues with the Piqua Alley right-of-way. We do not intend to place any utilities in this area. We will work closely with the city staff regarding use of the alley.

Respectfully Submitted,

Brian M. Savolainen, PE

CITY OF MARQUETTE
PLANNING AND ZONING
1100 WRIGHT STREET
MARQUETTE, MI 49855
(906) 228-0425
www.marquettemi.gov

MEMORANDUM

TO: Andrea Landers, Zoning Official
FROM: **Veridea Group (Prepared by Brian M. Savolainen, PE)**
DATE: Response March 5, 2025
SUBJECT: **Review of 01-PUD-03-25 (PIN: 0410681) – Concept Review**

We have reviewed your comments and have the following responses on how they will be addressed:

General Comments

1. Please ensure that the proposed landscaping will meet the Clear Vision Triangle requirements of Section 54.704 of the Land Development Code (LDC).

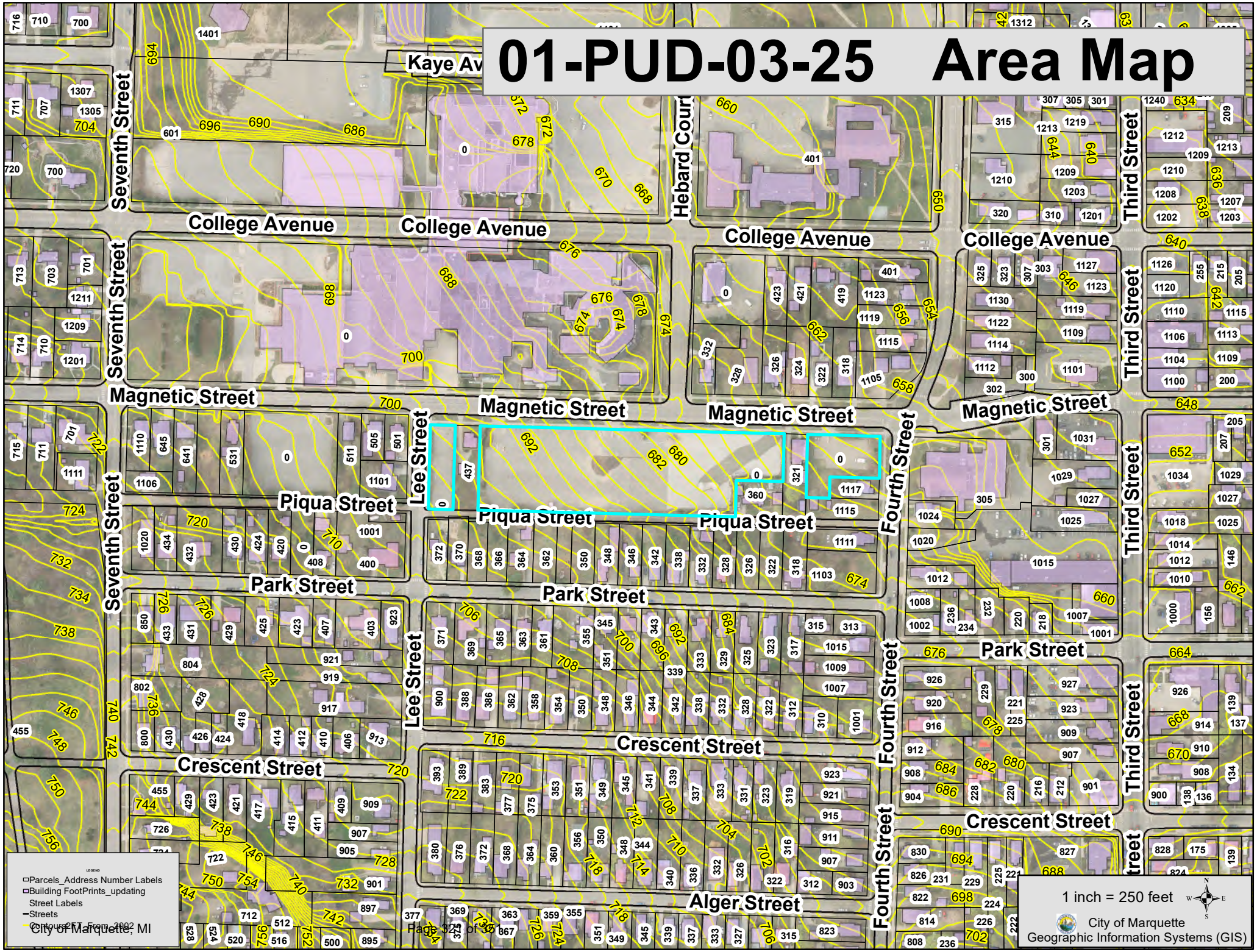
   Response: As part of the landscaping plan, we will make sure to show the Clear Vision requirements at the intersection and drive entrance locations and make necessary adjustments to keep structures and landscape items clear in these areas.

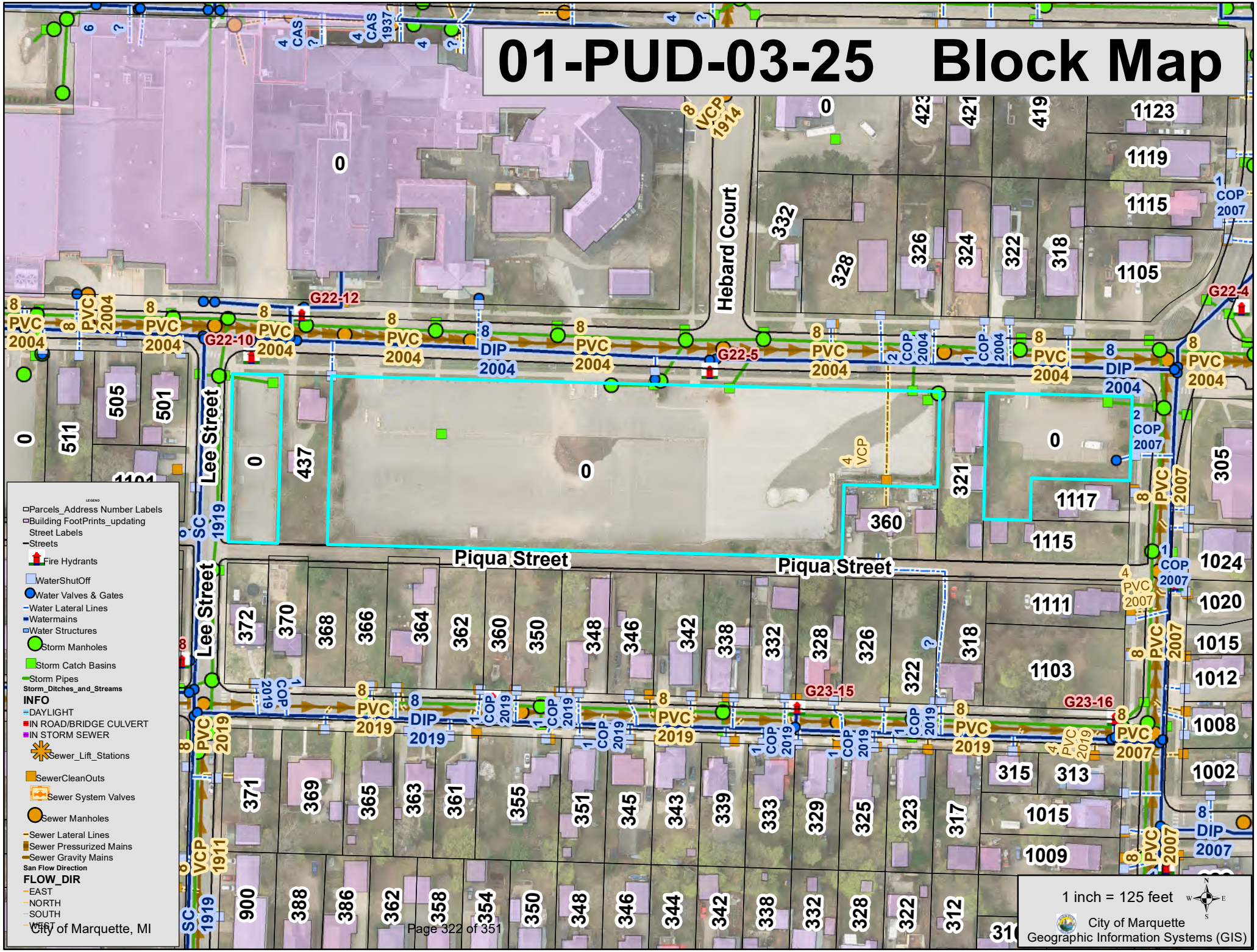
2. The concept rendering sheets show the fencing close to the sidewalks, but please note that fences have to be on the private property and are not allowed in the right-of-way without an approved License from the City Commission.

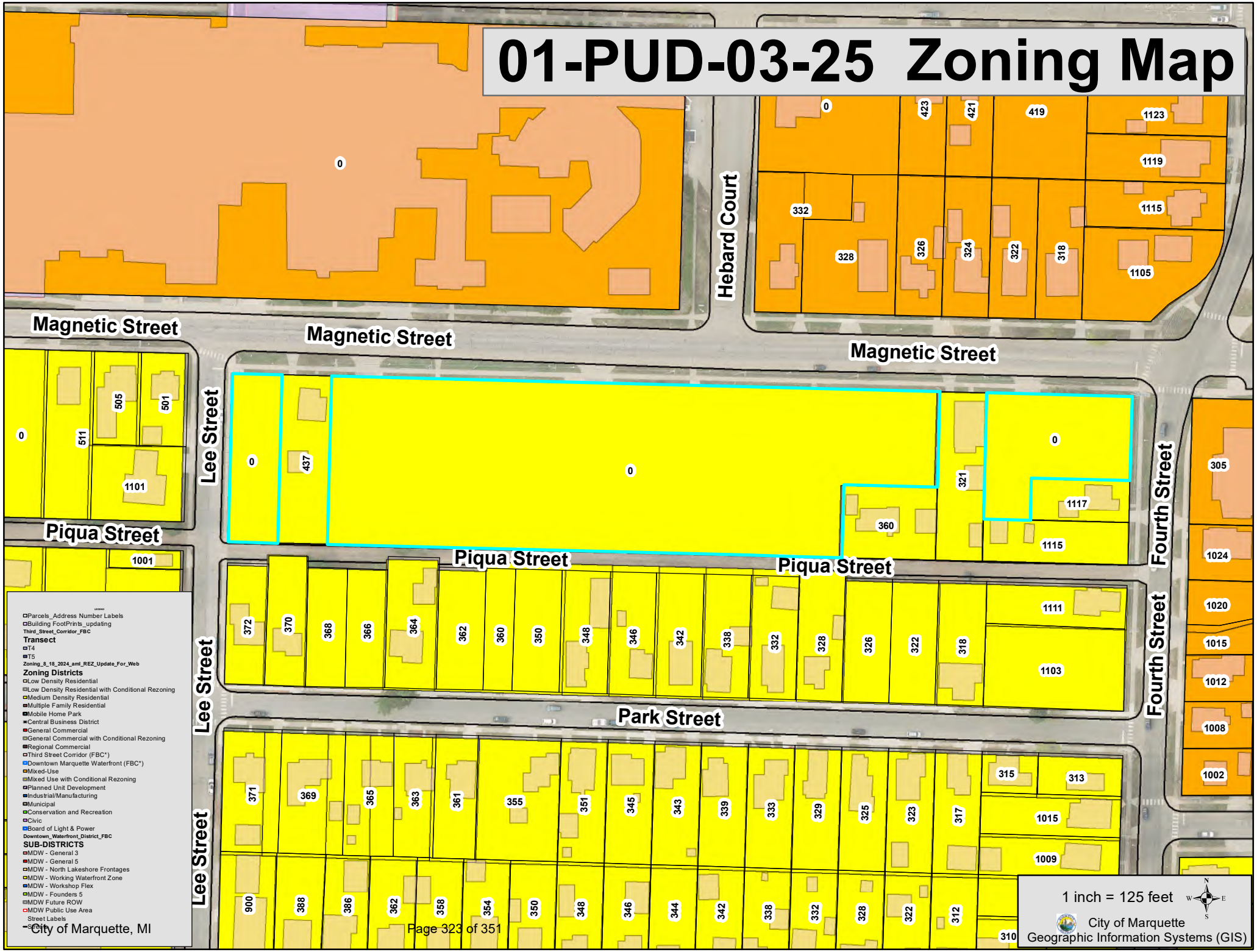
   Response: Any fencing shall be located on private property.

3. Please note that the proposed stairs have to be set back at least twelve (12) inches from the front lot line.

   Response: While preparing our site plans for the project we will ensure that any stairs are a minimum of 12” from the right of way and will provide detailed dimension on this and other key items and structures.


01-PUD-03-25 Area Map
Kaye Av
Hebard Court
College Avenue
College Avenue
College Avenue
College Avenue
Seventh Street
Seventh Street
Seventh Street
Third Street
Third Street
Third Street
Magnetic Street
Magnetic Street
Magnetic Street
Magnetic Street
Lee Street
Fourth Street
Piqua Street
Piqua Street
Piqua Street
Park Street
Park Street
Park Street
Crescent Street
Crescent Street
Crescent Street
Alger Street
LEGEND
Parcels_Address Number Labels
Building FootPrints_updating
Street Labels
Streets
Contours2FT_From_2002
1 inch = 250 feet
City of Marquette
Geographic Information Systems (GIS)
City of Marquette, MI


01-PUD-03-25 Block Map
Hebard Court
Lee Street
Lee Street
Piqua Street
Piqua Street
G22-12
G22-10
G22-5
G22-4
G23-15
G23-16
LEGEND
Parcels_Address Number Labels
Building FootPrints_updating
Street Labels
Streets
Fire Hydrants
WaterShutOff
Water Valves & Gates
Water Lateral Lines
Watermains
Water Structures
Storm Manholes
Storm Catch Basins
Storm Pipes
Storm_Ditches_and_Streams
INFO
DAYLIGHT
IN ROAD/BRIDGE CULVERT
IN STORM SEWER
Sewer_Lift_Stations
SewerCleanOuts
Sewer System Valves
Sewer Manholes
Sewer Lateral Lines
Sewer Pressurized Mains
Sewer Gravity Mains
San Flow Direction
FLOW_DIR
EAST
NORTH
SOUTH
WEST
1 inch = 125 feet
City of Marquette
Geographic Information Systems (GIS)


01-PUD-03-25 Zoning Map
Magnetic Street
Magnetic Street
Magnetic Street
Hebard Court
Lee Street
Lee Street
Lee Street
Fourth Street
Fourth Street
Piqua Street
Piqua Street
Piqua Street
Park Street
Parcels_Address Number Labels
Building FootPrints_updating
Third_Street_Corridor_FBC
Transect
T4
T5
Zoning_8_18_2024_aml_REZ_Update_For_Web
Zoning Districts
Low Density Residential
Low Density Residential with Conditional Rezoning
Medium Density Residential
Multiple Family Residential
Mobile Home Park
Central Business District
General Commercial
General Commercial with Conditional Rezoning
Regional Commercial
Third Street Corridor (FBC*)
Downtown Marquette Waterfront (FBC*)
Mixed-Use
Mixed Use with Conditional Rezoning
Planned Unit Development
Industrial/Manufacturing
Municipal
Conservation and Recreation
Civic
Board of Light & Power
Downtown_Waterfront_District_FBC
SUB-DISTRICTS
MDW - General 3
MDW - General 5
MDW - North Lakeshore Frontages
MDW - Working Waterfront Zone
MDW - Workshop Flex
MDW - Founders 5
MDW Future ROW
MDW Public Use Area
Street Labels
1 inch = 125 feet
City of Marquette
Geographic Information Systems (GIS)
City of Marquette, MI




Share


Share


W Magnetic St














1100 LEE ST
100 W MAGNETIC ST
STOP


Lee St

Outlook

Veridea Group LLC concept plan 01-PUD-03-25-W. Magnetic St

From E. Grant Soltwisch [redacted]
Date Wed 3/12/2025 12:30 PM
To Andrea Landers <alanders@marquettemi.gov>

[redacted]

I was pleased to see that there is a plan for housing development but your letter did not say if the units were to be rental or for private ownership. I wish that I could attend the City Planning Commission meeting but I will be out of town at a conference as I have two concerns. the plan calls for 14 units entering from or exiting from Piqua street. currently the street is quite narrow and gravel. Does the plan calls for the City to upgrade the street to 2 way traffic and being paved and curbing ? My second concern is about the two 6 Plex units that are near the west end that enter or exit Magnetic and Piqua Streets. Is there a way to rotate these units 90 degrees or to locate them farther east on the plan. One of the problems of this having been a parking lot for the hospital was that lights of vehicles entering the lot shined directly into the living rooms of homes on the south side of Park Street because of the number of empty lots on the North side of the same street. Could these units be placed opposite of Hebard Court with the other 2and 3 plez units moved westerly?

In any case I am pleased that there will be development and hopefully affordable to medium and lower income families.

Thank you for your time,
E. Grant Soltwisch
365 W. Park St.
[redacted]

MYEFSKI
ARCHITECTS

WWW.MYEFSKI.COM

March 12, 2025

Planning Commission
City of Marquette
300 W. Baraga Ave
Marquette, MI 49855

Re: 01-PUD-03-25 PIN 0410681

Dear Planning Commission,

I am forwarding the attached noted site plan showing the location of my five (5) properties in blue and to express my concern about part of the development. I am concerned above having a thru access from Magnetic to Piqua near the portion of the site labeled Block 10. My main concern is that the traffic created by a thru private street access will shine their headlights into the back of my property as noted on the site plan. I propose closing the access to Piqua and adding a landscape buffer as noted on the site plan attached. Providing the access onto Piqua creates non-conforming turning radius and introduce traffic and safety issues onto a very narrow street. The remaining access on the site for all other areas currently only comes from the fronting street access on Lee/Magnetic/N 4th, I proposing keeping this concept constant for the entire project. If the developer does propose to use Piqua as an access point it would need to be improved to current public way standards including widening of the street.

Please consider my request when revising the application. I have previously sent this request to Veridea for their consideration and hope they address it at the meeting.

Sincerely,

John Myefski
President + Founding Principal

857 W WASHINGTON ST, SUITE 302, MARQUETTE, MICHIGAN 49855 T 906.273.2200 F 312.763.2402



VERIDEA GROUP | INTEGRATED ARCHITECTURE

CONCEPT SITE PLAN

0' 32' 64' 128'

MGH CAMPUS BLOCKS | REZONING APPLICATION | 17 FEB 2025 | 20240907 | 1

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VERIDEA GROUP

RE: Planned Unit Development Request (PUD)

We have recently purchased the former Marquette General Hospital (MGH) properties located South of Magnetic Street between Lee Avenue and Fourth Street. The three properties are identified by Marquette Property ID Number 0410681 and have no specific property address. The properties are currently parking lots with more than 80% of which were utilized for parking at MGH and have no use in their current condition.

The Parcels are located in the Medium Density Residential (MDR) zoning district. We have been developing a concept plan to best meet the current zoning and restore the area back to a residential area with a mixture of Town Homes that best utilize the current layout of the properties. The townhomes are being designed with multi-car garages to limit the need for large parking areas and allow for increased green space. This plan allows us to reduce the storm water runoff to the city system and we will be installing additional storm water utilizing underground storage under portions of the green spaces to further reduce the flow to the city system.

We recently held a pre-application meeting with the City Planner/Zoning administrator and have determined that a PUD would be the best route for this re-development project. We have developed an attached concept plan with some additional proposed Town Home details and would like to make a formal Concept Request with the attached PUD Criteria Qualification Application.

Though our concept plan meets a majority of the current zoning district we will need to request a few variances from the current ordinance Specifically.

- Sections 54.306 (B) & (C) which limits use to Quadplex's. It's our feeling that by allowing some larger 6+ multiplexes we make better use of the site and reduce the number of direct access points on Magnetic Street and 4th Street. It allows better access to our proposed Townhome Garages and reduces hard-surface areas.
- Section 54.308 (D) to reduce both frontage and rear setbacks to 10'. In regard to the front setback the Magnetic Street ROW through this block is 80' vs the typical 66' ROW. This allows are building to move slightly closer to the property line, gaining green space availability and matching a more typical roadway. The rear setback being reduced to 10' allows us to use a 6 plex and place it with a thru driveway to Piqua Street and keep our garages entering internally. We do propose 4 Duplex's with Garages on Piqua Street, however we will keep those a minimum of 20' of the ROW. The use of Piqua reduces our traffic on Magnetic and the ROW of Piqua Street still creates plenty of separation to the residential neighbors to the South.

We are also requesting that the following PUD requirement be waived.

- Section 54.306 (C) Minimum Size Requirement of a PUD must be two (2) acres of contiguous land. However, the City Commission, upon recommendation from the Planning Commission, may permit a smaller PUD under the following circumstances:

Our proposed PUD totals 3.10 Acres, however two of the lots; (1) West Lot on Magnetic total acreage is 9,525 Sqft (.22 acres) and (2) East Lot on Magnetic total acreage is 16,221 Sqft (0.37 acres) are not contiguous land.

We believe the ordinance will allow this as we qualify under item (1) the lots are truly unique in that they were MGH parking lots located in the residential area and item (2) that their unique shapes impact our ability to properly develop them. Furthermore, by keeping the lots under their current parcel number it will align with our planned Condominium Development ownership group allowing for a single condominium plan rather than (3) separate organizations.

The PUD also requires that we meet a minimum of 3 Section 54.323 (F)(5) Criteria for Qualifications. We feel we meet at a minimum the following criteria which makes us eligible for a PUD.

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It is our intention that should this application be accepted we will move into the Submittal and Review of Preliminary Plan phase at which time complete land use plan for CDRT reviews and following the remaining public hearings and both planning and city commissions approvals would eventually enter into a Planned Unit Development Contract with the City.

It is also our intention to progress through the City and Planning Commissions' application process in as timely a manner as possible, with the intent to break ground and begin construction in the late summer / early fall of 2025. The demolition of the existing parking lot(s) and associated structures may occur sooner, pending approval by the City. The construction duration of the townhomes is expected to occur in phases over 3 to 4 years as market demand dictates.

OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION
March 18, 2025

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00p.m. on Tuesday, March 18, 2025, in the Commission Chambers at City Hall. A video recording of this meeting is available on the City of Marquette website.

ROLL CALL

Planning Commission (PC) members present: W. Premeau, Vice Chair K. Clegg, M. Rayner, J. Fitkin, Chair S. Mittlefehldt, A. Wilkinson, K. Hunter, D. Fetter, S. Lawry.
PC Members absent: none
Staff present: D. Stensaas, City Planner and Zoning Administrator; A. Landers, Zoning Official, S. Hobbins, Deputy City Manager

AGENDA

It was moved by K. Clegg, seconded by M. Rayner, and carried 9-0 to approve the agenda as presented.

MINUTES

The minutes of the March 04, 2025, meeting were approved by consent, with a change to an error under the New Business item.

PUBLIC HEARINGS

A. 01-PUD-03-25 – W. Magnetic St. multi-lot residential Planned Unit Development Concept Proposal

Chair S. Mittlefehldt explained the process for the public hearing and asked staff to begin the proceedings.

Zoning Official A. Landers Veridea Group LLC is seeking concept plan approval of a proposed Planned Unit Development for a mixture of townhomes. One unit, duplexes, triplexes and six units for a total of forty units to be located at the preexisting parking lots on the south side of the W. Magnetic St. between Lee St. and Fourth St. This public hearing is to determine if their criteria in Section 54.323(F) of the Land Development Code are met. Attached the agenda was the Staff Report and Analysis. All notices have been sent in accordance with the Land Development Code and state law and correspondence has been received.

A. Landers showed and explained all agenda packet items that were included. She also said that three pieces of correspondence were received after the agenda was posted, and she and D. Stensaas read the correspondence from Robert Kamperschroer and Kari O'Keefe, Marquette County Housing Now-Christopher Germain, and the Messiah Lutheran Church-Rev. Dr. Andrew Porcher.

City Planner and Zoning Administrator D. Stensaas stated:
That's all the correspondence we got after the agenda was published on Friday. There are a couple pieces of correspondence in the packet from John Myefski, and one from Grant Soltwisch. I just want to say for everybody here, this is an administrative process with the Planning Commission. They are tasked with going through the sections of the Land Development Code that deal with a Planned Unit Development. Approval and housing affordability is not in the Planning Commission's purview. If that's what anybody was here to talk about, that is a policy level issue that the City Commission would need to address and that is not at all addressed in the Land Development Code ordinances.

S. Mittlefehldt stated:
If I could just add to what City Planner Stensaas just said, for those of you who are not zoning experts and are wondering what we're here to do tonight, a Planned Unit Development is a tool that Planning Commission and Zoning Administrators can use that gives flexibility to the Land Development Code. Tonight, just to echo what Dave said, we are here to determine whether or not this proposed project, which is in its concept stage here, meets the Land Development Code requirements for a Planned Unit Development. That's really our task tonight. We as a Planning Commission deal with land use and we don't have any authority over the question of affordability, which I think we all universally value and share and want to see more affordable housing, but that is outside the scope of the Land Development Code.

D. Stensaas said:
If I could add that this is the first step in a multi-step process that requires three public hearings. This is the concept phase of the project for qualification of the PUD as a concept. The next phase would be approval of the preliminary plan by the City Commission. The developer would still have to propose a site plan that has all the details for the development of civil infrastructure, such as water, sewer, actual street dimensions and anything like that. That comes back to the Planning Commission for a recommendation, so there are multiple steps. This is the most complicated development process that the City administers, and it requires several public hearings, so this is just the first phase.

Bob Mahaney, 310 Lake Enchantment Rd., CEO of the Veridea Group, stated:
Thank you for the opportunity for us to be here tonight and thank you for the turnout of everybody. I'm assuming that you're here with an interest in this project, which I think is great. You have the preliminary materials in front of you and I won't spend a lot of time on what you already have in your packets, I just want to touch on a couple of things. Number one, to get to this point of making a preliminary application to you for the PUD has been over five years in the making for Veridea and our people. All the way back in 2019 when we first had conversations and a preliminary agreement with Life Point to acquire this property, we put a lot of time and effort into the work on this development. We've been fortunate that we have been able to partner with the City, with the NMU Foundation, and a number of community organizations to get us to this point. I have been asked a lot of questions in respect to the overall site and what is our plan?, and I think all the community is waiting to hear that and we're very anxious to share that with you. The question that would be on the tip of my tongue if I was in the audience is, "When are you going to share that Veridea?". We're going to share that when we can tell you definitively what that plan is. There are still a lot of uncertainty and unknown things that have to be discussed with the City and with others, "What's the future of College Ave.?", "What happens to Piqua St.?", and on and on. There is still some demolition work that has to be done. There's a conversation about who is going to be responsible for that. We don't have full ownership of all the property yet so I'm hesitant to go out and make public representations on the future of that property until we have legal control of that property. So, there's a lot of balls in the air still.

The one thing that's constant though is this site. This site from our very first master site plan concept that we submitted that we shared with the public back in 2018 or '19, I apologize I may have my dates wrong but back then, and our first attempt to acquire the property directly from Life Point called for this area to be townhome type development. In our application to be the selected developer, when the NMU Foundation went through to select a developer, we again reiterated that we envisioned this area to be frankly what you see tonight. It hasn't changed much at all over the five years that we've been involved in this. In order to achieve what we would like to achieve, achieve what is the optimal use of the property, a PUD seems to make sense. We believe that while yes, this is greater density than what you see in the surrounding neighborhood, it is a great transition from what is intended to the north, while their not sharing that site plan yet for that area to the north of Magnetic, it definitely will be a denser use so we see this as honoring the residential area, the neighborhood to the south and to the east and west but at the same time providing some housing that is needed, as was alluded to earlier tonight, and also

creating a very good logical transition from the single family residential neighborhoods that are in existence to what we do with the rest of the property. I'd be happy to answer any questions, hear your comments, I'm sure I might have missed something.

Brian Savolainen, Civil Engineer for the proposed development, stated:
I just want to address a couple items that came up in the correspondence. The type of housing that's here is proposed town homes and each of these units has multiple car garages so you're not seeing a lot of hard surface parking area. There is plan for some overflow and visitors. We'll also be working with the City on looking at some parking on Magnetic St. for possible overflow, but this is not what had been there before. That was hospital parking for employees, and this is going back to a residential type of neighborhood. Currently the plan as shown, we're not asking for a variance on parking requirements, currently the plan does meet that and is capable of doing that.

We're also trying to limit the access to Park St. in the back because we're not sure, or Piqua I believe, for emergency vehicle access and the south side of that part it is more like part of an alley where there is capability of accessing from both ways. The parking will be addressed, we'll be working closely with your planning staff and the engineering department on utilities and how were handling water, sewer, storm water. One thing we're doing here is eliminating a sea of black top. Just by doing this type of development, we're already really helping the storm water situation. In that regard, we will be doing some underground storm water on this as well. I just wanted to add those comments and I'm available as well.

S. Mittlefehldt said I just had a quick question about Piqua, in this plan it kind of looks like it's going to be paved but is there plans to do anything with Piqua or has that been part of the discussion?

Mr. Mahaney said we've had discussions with City leadership, mentioned about that on a very conceptual basis, kind of what iffing and what could that look like. That decision has not been made. There seems to be interest on the City's part to improve Piqua at a minimum. If we were to use Piqua as shown here, we would do that most likely only if it was improved. Don't ask me to define improvement right now, I don't think that would be fair to City staff, but there's active discussions going on about that. Adding one comment to Brian's about parking, we want to have as much green space on this property, and you'll see hopefully when we show our master site plan the amount of green space that we're trying to retain. It's a real challenge and a struggle as a developer. Of course you want to have adequate parking, I don't want people parking over at Messiah Lutheran, I fully appreciate what their concern is. As we're going through our design, the question we're asking ourselves is, frankly, is there adequate parking. That's why there's two car garages in most cases. Some are one car garages and there is some overflow parking but we're trying to balance green space versus having a bunch of impervious asphalt. We'd much rather have green space if we can. That's the thinking behind this and as Brian says it's our understanding that we meet parking requirements. Not only that we meet parking requirements, but we feel from a practical standpoint, from a daily use space, that there is sufficient parking. Thank you.

S. Mittlefehldt stated:
Since we did get all our correspondence read into the record, we will now go to public testimony. Now is the time if you have comments on this project, you each have three minutes to state your name, address, and share your thoughts.

Jeff Gagnon, of 437 W. Magnetic St., stated:
I'm not sure if this is the right commission or if it should be the City Commission for my comment but I'll say it here anyway and then I'll come back to the next meeting, but my concern is, I'm not opposed to the development, looks great, but for the current demolition process, my house has been shaken physically from the demolition from the old buildings, cracking my plaster, cracking several storm windows and the house has been covered in the demolition dust even though they've been trying with

the water cannons but Mother Nature doesn't want to work with them. I'm just letting you know that's been a thing. I'm kind of the only house right there, I'm not sure if anything happened down the block a little bit but maybe she's far enough removed but that's been my experience over the last year and half. When I read the packet that was provided in the TV6 article from the site plan review standards, and it's E(10), says, "Nuisance, no noise, vibrations, dust, fumes or other nuisance shall leave the property in a manner that affects the surrounding area". That did not happen with the demolition. I'm not saying that the construction will be that way, I'm just saying if that's a normal application for people to do stuff, that didn't happen. And I've got stuff at home I can show you if you want to come tour my house. Just letting you know that was a concern. Also, and I know this is preliminary and nothing is set yet, but there is sort of a concern and it's been breached by a lot of people of Piqua, because it's not currently paved and it's fairly narrow. To expand it would be taking either property from us on the south side of Magnetic, or the Park St. folks to expand that because it's really narrow. That would be another concern and maybe possibly making it a one way would make more sense because then it wouldn't have to be as wide, I guess. I wanted it to be on record that some things have happened, and because I'm a minority one little person there, and maybe it wasn't known by everyone. Thank you.

Scott Rule, of 408 W. Park St., stated:
I have some concerns. I have a concern about Piqua St. and a flurry of dust that's always been there. I've tried to talk to the City numerous times throughout the years and they do a token strip of dust control in the spring and a token strip up in the fall. You people don't realize how much motor oil has been dumped back there, how much carcinogens have been dumped back there and the City used to dump their motor oil back there. I remember because I grew up in that alley. I know people in the City. I want something done about it. Some sort of encapsulation or whatever. This might come back and bite people if the EPA gets involved, if somebody starts taking soil samples. Also, with the hospital, we had a setback PUD, as to how high the hospital could build off Piqua and I'm wondering if that's entertained now. I don't want a four-story building looking down in my backyard. I don't. I think it's wrong. It appears that they're going to have garages on the 300 block, but I don't know what they're going to do in the 400 block yet. I'm wondering if that was going to be a PUD to prevent, if they're going to have a step back in height from Piqua St., Magnetic. I mean, I understand it's going to be a building max, it doesn't really matter there, but for me it does. And are there going to be taxes? Is this going on the tax rolls? Historically, Marquette has put up industrial parks and not charged anything for taxes, given tax breaks in the industry and it hasn't worked, which I'm sorry for that. But are these going to be on the tax rolls? Because my assessment just went up again. I live in over a hundred-year-old home. And I'm also a resident of one of those infamous "through lots" where I have to ask permission if I want to put up a fence taller than four feet and it's a thousand dollars. And they can say no, and I'll lose my thousand dollars. But when the hospital was building things, they gladly put up ten-foot fences. And if I want to put up a ten-foot fence, I don't see why that's a problem. These through-lot rules are wrong. My address is on Park St., not Piqua St. and that's just some of the concerns I have right now. My biggest one is about setbacks and fugitive dust. I've been breathing that crap for years. It's all over in my storage buildings, coating everything I own that I store in my storage buildings. And I think we should do something about it. Thank you.

Bill Medick, owner of a vacant lot at 324 W. Magnetic St., stated:
Just one comment that basically surrounds infrastructure. The intersection of Fourth St. and Magnetic is not really a cross street. The four roads are coming in at different angles. I remember when the hospital had employees there at 5 o' clock, 8 o'clock in the morning and it was pretty congested and busy. And so, my question is it would be nice if the City or developers would keep that in mind, and perhaps add a stop light, or a roundabout, or something like that to resolve some of the congestion that is going to happen in that area. Thank you.

Margaret Brumm, of 404 E. Magnetic St., stated:
I'm looking at a piece of paper title planned unit development requests. The developer is requesting an extension from quadplexes to six plus multiplexes. Even former Commissioner Evan Bonsall in his most egregious desire to cram as many people into as small of area as possible never mentioned a quad-six-plus. No two-car garage is going to accommodate six separate houses with six separate vehicles. And there's a lot of hand waving saying well we'll put cars on Magnetic St. - not from November 1st to April 1st will you put cars on Magnetic St. There's also, in the pictures, which I've looked at with great detail, there's no room for snow. There's absolutely no room for snow removal in this area. We have had a ridiculous amount of snow in the past while and this is going to be a problem because in townhouses, nobody is responsible for sidewalks, and nobody is responsible for keeping the snow away from everyone else. And there's no place to move it. You've got this beautiful four-foot fence in front of it, you can't lift snow over a fence. Number three, there is no place for the garbage and recycling bins. I looked and I looked, and I looked and nope, there's no place to slide them underneath. You're going to have a beautiful townhouse, worth hundreds of thousands of dollars and those green and blue bins up and down and sidewalkss and in the road in the wintertime. That's what happens because there is no place for them.

And so, the common sense of cramming more people into this area, and please, anybody in this town who has driven up and down Piqua would not even think of it as an alley. It is a wide spot of brown dirt. I apologize to the people in the neighborhood who love it, I appreciate that you grew up there and you love it, but everything these people said about how abused it was, it was a dumping ground for many different things. And the fact is, none of this planning takes into account an environmental impact statement about what's in the ground. They're talking about stormwater underground. Well, when they start digging those stormwater tunnels, what are they going to dig up? There is no room for this many people in that space. A dear friend of mine can't use the recycling bin she has now because it's in her snow field, it's been stuck there for four months, and I don't even want to suggest what she's been doing with her recycling. A little bit of common sense goes a long way, and these are beautiful drawings, but they don't account for bins upside down in the roadway and Piqua, you cannot get an emergency vehicle down that road, and you know that's going to be necessary if you cram that many people in that short of space. Will you please demand more of the developer than pretty pictures and pleasant thoughts. Thank you.

Patrick Markey of 419 W. College Ave., stated:
I own the lot at 366 W. Park and also back up to the development. Though I am excited to see progress, a little bit more information is needed. If you were just to return this to what it originally was, it would be approximately twenty city lots, not forty. I understand the need to cram more housing in and I'm not really opposed to the number forty, but I am opposed to the actual PUD development, more from the aspect of changes to the zoning. They mention wanting to change the setbacks for the streets, but do they talk about the setbacks for the height restrictions? Currently it's 31.5 feet. Number two, zoning for a three-story building, so what information do we have on that? I understand it's preliminary, and it's a multistage process, but if you give them this permission to go around the current zoning for that development for that block, are they going to be held to height restrictions? More so because you have two houses, which have both spoken, they're stuck right in the middle of that. So, they'd have a thirty-foot brick wall right next to their house. I just don't think this planned unit development is the right idea for this lot, for this section. For them to ask to combine two different ones to meet their requirements, I'm sorry, it doesn't meet the requirements, and I as a neighbor, don't approve of it. Again, I think it's a great idea, I don't have a problem with the townhouses, I don't have a problem with trying to get more than just the twenty lots in there, but I think it's a bit of stretch the way it's currently drawn out, from that aspect. Because as I look at some of these drawings, we've talked about snow plowing, it's going to be the backup beepers. Yes, I know, when the hospital plowed it, everyone listened to the backup beepers but it's kind of nice they've been gone for the past several years. I'd hate to see them come back. Honestly, another thing is they're not restoring it back to its original residential area like they said

they are, if they were, it would be twenty lots with twenty single family houses on it, so that's a misrepresentation in their own submission here, and that's (b). Thank you for your time.

Mike Ouimette, of 400 W. Park St., stated:
I am kitty corner from this. Most of my questions have been answered, however I do think the density is too much. Especially these four units that enter onto Piqua. There're sixteen cars there that will be going up and down Piqua. Piqua's basically a two track. It's big enough for one commercial vehicle like UPS truck, garbage truck, one fire truck. Two cars can't pass going opposite directions without going on someone's property, jumping the curb that isn't there. It is a street, not an alley, which was said numerous times here. The City, at present, only minimally maintains it. It's not a criticism, it's just a statement of fact. Once, maybe twice a year they come down with calcium chloride and spray for the dust. A few days later, a couple rainstorms later, the dust is back. Cars zip up and down that street, especially taking cut-offs from Seventh down Piqua to Lee or down to Fourth. I guess they don't want to deal with the stop sign. But there's already a lot of traffic on there. We have a fair number of little kids that play in their backyard, their safety may be at risk. There're no stop signs where Piqua hits any of the main intersections - people literally do not stop - they just fly across the intersection, they go fast. If that's bigger units to the west, that means opening Piqua, there's potential for another twelve cars. You have a lot of cars going on an already busy, two-track dirt road, so I think that's a problem. If you do improve it or encapsulate it or whatever, it's going to cost money. My big concern is who pays for that. I have land that abuts Piqua in the 400 block, as does Scott, and usually that would be an assessment on our property tax right? Or will Veridea pay for any improvements to that road? So safety, traffic, dust, road maintenance - which is a problem right now - and then cost if you incur that new road. Thank you.

Frank King, of 1105 Presque Isle Ave., stated:
I live on the corner of Fourth and Magnetic. I am intimately aware of how difficult traffic is at that corner. I do think it would have to be adjusted. We hear honks, and car crashes all night long. I do have concerns about the heights of the buildings. To walk out your front door and have a daunting building across the street that stretches for an entire city block is not the most appetizing thing for our community. I also have a big concern with the amount of green space in the forty-unit system. If we are trying to attract people who are going to be investing in the community and living here for a long time, I feel we need to accommodate for pets, livelihood, and kids. Kids love to be outside. Those are my concerns.

Carol Touchinski, of 1123 Presque Isle Ave., stated:
I'd like to underscore some of the things I've heard tonight because I've experienced them myself and I thought - oh maybe it's just me, is something wrong with me? The dust, the fine particulate matter that's flying around in the sky every single day of that project. I've had to, for the first time in my life, go to the doctor for medical advice on allergies and how to handle them. My dog is now on allergy medicines. So, something is happening there that needs to be looked at. We're breathing in some things that aren't healthy and I'm hoping they're just not toxic. And I have a lot of concern moving forward, if we've already received some of this, we can't control it, we have these water hoses on it, but it did nothing to help. As the project moves forward and they begin to build, they need to be really cognizant of the dust, especially if we have Piqua, that has been a contaminated site. I think that what I'd like to see from you guys is just a really hard look at that, because I'm quite frankly kind of scared of what I've been breathing and how things have been working. And like the gentleman said earlier, we have cracks in our walls and houses now, probably due to the banging and stuff. How do our long-term citizens of Marquette City feel about these issues? Is there anyone to go to, is there anyone to talk to, and what do we do?

Darin Johnson, of 501 W. Magnetic St., stated:
I had a lot of problems with the demolition - cockroaches, power surges, water problems. I talked with somebody about a year ago, and I got kind of shut down. I wasn't too happy about that. It looks better

now than when it was a hospital. I do like the concept of what's going on. I don't have any real concerns except for the two neighbors that are going to be surrounded by this. We do have a problem with the way that was taken down. I haven't looked for all the cracks, yet but is there anywhere we can talk to someone about the financial losses that we had because of it?

D. Stensaas said that Mr. Johnson should contact the City Manager's office.

Maria Horton, of 372 W. Park St., stated:
Our backyard backs up to the two townhomes that would be behind us. And my concern is Piqua is just not a street. It's like an alley, and we drive in there at the moment because in the wintertime you have to park in your yard, you can't park on the street. You can't have two cars coming in there at the same time. So, my concern is with the four that are on the alley it's just going to cause a lot of traffic, and there's kids coming in and out. And already there's a fence where that backs up, and kids are running in and out, you can't see. My concern is more traffic.

S. Mittlefehldt closed the public hearing after no one else wished to provide a comment. She said that the hearing will now proceed to Commission discussion and that if anyone wishes to respond to any of the comments provided, they can do so now. She also said that the Commission must address the PUD qualification criteria of section 54.323(F) of the Land Development Code.

S. Lawry said (51:15) he has a comment on Piqua St., and related that the City has a published long-term Capital Improvements Plan that addresses paving all the gravel streets in town, and I realize they are probably not on track with it right now, but it does list what year that was supposed to get paving. He also said it's not a hard and fast (inaudible), and things move around a bit depending on (inaudible) availability, but quite a few years ago the City sold a grader with the idea that they were going to pave all of the gravel streets, and they've been working on it.

S. Mittlefehldt said - as a follow-up on that, regarding the concerns heard about fugitive dust, she is wondering if staff knows if there is any wiggle room in the PUD process to ask for the developer to help pay for some of those improvements – can the Planning Commission recommend that as part of the PUD?

D. Stensaas said that the Planning Commission should steer clear of that. He said that is called an exaction, and there have been numerous court cases around those types of requests [of developers], so that's something you should leave for the City Commission to deal with.

D. Stensaas also said that he wanted to help inform the Commission a bit on an issue Commissioner Lawry raised, and about the lots on the south side of the street. He said Piqua is an "Act 51 street", which means it is a street that the City receives a bit of funding for through the Act 51 statute, but it was platted as an alley in the Normal Subdivision. He related information that the City Surveyor had provided to his office about the status of the lots on the south side of the street, several of which – but not all - had "excepted out" of their deeds ten-foot (10') portions at some time long in the past. He related that this presents the City with challenges for the paving and draining of the street, regarding the ownership of those parcels, and others that did not except portions out of their titles and which now protrude – on paper – into the right-of-way.

W. Premeau said - I just have a question on utilities. All of those people on Piqua are getting their water from somewhere and their sewer is going somewhere, maybe Mr. Lawry knows where it's going.

S. Lawry said - I don't specifically. On the lots that are left there, I know in the next block to the west, some of those lines went out through the yards on, fronting on Magnetic and tied into the Magnetic street line. I think it's quite possible that some of the lots that are built on at the east end of this block

might be similarly served. There are no mains other than perhaps a power or phone cable in Piqua. There's no water or sewer lines.

W. Premeau said - also it's my understanding there is no storm sewer on Magnetic St., and the hospital took care of all their water and those parking lots by putting in huge drain fields. Any loads of rock that the water is now draining into? The future development, the way it looks, the water would run to Magnetic unless they use some of those. In order to build these, they're going to have to destroy a lot of those. I know we did one parking lot there, and that's what we did. For maintaining the water, I believe they even filled some basements with rock.

D. Stensaas said - looking at the City's mapping program that shows utilities (and staff showed the map on the monitors), Magnetic St. shows several storm sewers in green, so there is a storm sewer system.

S. Lawry said - I think the hospital was just trying to get credits for the stormwater runoff by retaining some of it on their property. I think in order to even get the permits to build some of the parking lots, they were required to do some retention. That was how they typically did it, fill a basement with crushed rock, put drains in and break the floor up to allow it to filtrate into the subsoil.

K. Clegg said - I think the snow storage issue is a good point. Are we today looking at feet and inches of that in this preliminary phase of this process?

A. Landers said - that all goes under the preliminary site plan review. This is only a concept, and you have to look if they meet the objectives of the criteria. If they do, then they have to come back, and you guys will go through that preliminary site plan review stage, and that also goes to the City Commission as well.

S. Mittlefehldt said - other things we heard about from the public were concerns about height, which would also be reviewed at that site plan stage.

A. Landers said - correct, but they are also not asking for a height variance, so I don't know if they were planning on meeting the 31.5 feet, but they can bring that up at the next stage as well.

D. Stensaas said that the Planning Commission has also been discussing amendments to the Land Development Code that would increase the height limit for multi-family housing.

S. Mittlefehldt said that she would like to direct attention to LDC Section 54.323(F), on page 25 of the packet. She said that for the Planning Commission to make a recommendation that this meets the criteria for a Planned Unit Development, it must determine that it meets the criteria in subsection (F), and then proceeded to read each subsection of (F), she then asked the members to opine on whether the proposal meets the standards of that item. The following discussion ensued regarding the stated subsections:

(F)(1) – all members agreed that the standard was met after being asked twice.

S. Mittlefehldt stated, after asking for any discussion:
There were some important concerns [registered] about dust, traffic issues, safety - to be considered at the site plan level – especially that intersection at the east side of Magnetic and I agree that could be an issue of concern around traffic, but again I don't think we have enough details to figure that out at this stage.

(F)(2) – all members agreed that the standard was met.

S. Middlefehldt said - this is one where I think there was generally it was supposed to be a two acre lot for the PUD but there was an explanation about why this sort of parcels, the configuration of the parcels on this particular site maybe would be worthy of consideration just because there is a coherent plan between that whole section which I think the applicant made pretty clear in the packet. Any thoughts on that or other aspects of the application?

S. Lawry said - I do think this probably results in a better option than accomplishing it without the PUD, but Mr. Markey was concerned about the fact that if there were twenty residential lots there, there could be twenty residences. Actually, it would be legal to build duplexes and triplexes on those residential lots and actually fit more than forty units into that same space without the PUD. Just without the same level of organization and planning going into it ahead of time.

(F)(3) – all members agreed that the standard was met.

D. Fetter said - I have a question, on added loads when it comes to Piqua Street, adding more traffic essentially to that road. It was stated that it's not a one-way - it's not able to have two cars next to each other. So how do we accommodate for this, potentially adding more traffic to that road?

D. Stensaas said - from an Engineering perspective, and that is what all roads are evaluated on, there are certain criteria for level-of-service. It's a concept that's been around a long time that describes how well a street can service an amount of traffic. When you are stuck in gridlock, you're basically at a level of service F, meaning that the street has failed to move people in a timely manner or safely. The City Engineer and I talked about the four units that would have driveways backing into Piqua. If every one of those units had five trips a day, you're going to add forty trips on the street per day. The other proposed driveway farther to the west, is through that lot, is a little more questionable how many trips that would add because the major access is on Magnetic St. One of the items in the correspondence was a comment about closing that road and I believe that person has talked to the developer about the possibility of not going forward with that idea because of the potential for car's lights shine into the block to the south as they come out of that lot when it's used. That's the basic thing about those four duplex units there, the amount of traffic they're going to add there is very negligible in terms of level of service. The City only owns thirteen feet on the Fourth St. end and ten feet wide on the Lee St. end, but as for how much traffic it's going to add forty or sixty trips, eighty, ninety, a hundred? Does that cause the road to fail, that's the question.

S. Mittlefehldt asked if there has been discussion about turning the street into a one-way officially? Because that might address some of the safety issues.

D. Stensaas said that it would be a great discussion to have, and it probably makes a lot of sense.

D. Fetter said - I think the main concern here is that that is going to be the only road that those four units can use. What I heard from the community is that maybe the snowplow doesn't come down that road every time the snow comes, so those units won't have access to their property. I just want to confirm that this road is going to be safely utilized for the people that are actually living on that road.

K. Clegg said - I think that it's a reasonable increase that it's not what we're used to but it's not going to cause the property to fail. A lot of the problems, or comments that we've seen, are actually about the road and the problems that people have had in the past rather than with the development itself. We heard from Dave that we can't take this action at this stage, but I don't think it's going to cause the road to fail.

S. Mittlefehldt asked if language could be added, not as the developer's responsibility to turn it into a one-way road, but if that could be something we would be able to talk about at the site plan level?

D. Stensaas said that the recommendation to make Piqua a one-way street could be made or could also be made now along with the motion to advance.

M. Rayner asked if this was reviewed by the Fire Department and would meet the access requirements for those four dwellings for safety.

A. Landers stated the Fire department had no comments.

(F)(4) – all members agreed that the standard was met.

S. Mittlefehldt stated this was something that came up that people had concerns about, maybe that was why they were going with a PUD. In terms of parking requirements, that is something that they are subject to, parking requirements. Some of those concerns we'll probably look closer at in the review plan but there are standards for parking that are required as part of a PUD.

S. Lawry said I just had a question about the parking. The drawing that we had showed numbered spaces on the Magnetic St. frontage in the street public right of way. And I was wondering if there was a need to count those development and meet the standard. In particular, it kind of shows them cut into the existing parkway space. Weaving the curb in and out like that has proven to be unsustainable downtown and it probably wouldn't be there either. Really, I think the parking on that block was restricted somewhat at the request of the hospital or neighbors based on the number of cars per employees parking at the hospital. That would be subject to review now that the hospital is no longer occupying the area. Probably would allow for parking on that street, that block in particular is wide enough that it would allow parking on both sides. That's something for the traffic and parking committee to review.

(F)(5) - The Planning Commission discussed each qualification criteria item (a-j) in section 54.323(F)(5) and found that items a, c, f, g, h, i, j are met by the proposal. The following discussion took place during the analysis of those items.

Item (a) was determined to be met.

Item (b) was not found to be met, due to the fact that specific uses for the former hospital campus property directly across Magnetic St. are still conceptual, and there are no renderings or draft site plans for that anticipated development.

Item (c) was found to be met.

K. Hunter said we don't know that. I don't think we have that information for perpetuity.

S. Lawry said - I was going to say basically the same thing. The first two talk about permanently, and this one about perpetuity. We can't legislate the future that lightly, and even a PUD can come back for an amendment at some future date, but this concept shows green space that would be contractually reserved under the eventual PUD contract if it remains this way in the site plan.

Item (d) was not found to be met.

K. Clegg said - assuming the former hospital site is going to be more dense and have higher density, taller structures, this does provide a transition from single-family homes into something bigger than that, but we're making assumptions based on things we don't know. So (b) it probably is a good step, but we don't have all information available to us.

Item (e) was not determined to be met.

S. Lawry said - I don't think it guarantees provision of public improvement, but it could be the impetus for public improvements on Piqua St. It's not the guarantee that this calls for.

Item (f) was found to be met.

Item (g) was found to be met.

Item (h) was found to be met.

Item (i) was found to be met.

S. Mittlefehldt asked if this site qualified as a Brownfield.

Deputy City Manager Sean Hobbins said that this is officially included in the Brownfield Plan for the former hospital redevelopment and has been designated as included parcels.

M. Rayner asked if the status as part of the Brownfield Plan would help with the road issue and what was dumped there.

S. Hobbins said this isn't an "environmental Brownfield" and rather qualifies as obsolete use of space or obsolete buildings; that is what everything qualified as, and it hasn't been an environmental concern on any of these properties except what was present in the buildings and has been mitigated.

Item (j) was found to be met.

S. Mittlefehldt said that it appears from our discussion that the proposed project appears to meet at least three or more of the criteria in section (5), and asked if anyone wanted to have further discussion or if anyone is prepared to make a motion. She also said that when preparing a motion, to take into consideration some of the issues that we discussed, such as the one-way street.

> *It was moved by K. Clegg, and seconded by A. Wilkinson, and carried 9-0, that after holding a public hearing, and review of the concept PUD site plan set dated 2-17-25, and the Staff Report/Analysis with attachments for 01-PUD-03-25, the Planning Commission finds that the request meets the following objectives a, c, f, g, h, i, and j and the criteria of Section 54.323(F) of the Marquette City Land Development Code, therefore the proposal is eligible for a PUD, and strongly recommends that the City make Piqua St. one-way as part of this PUD.*

S. Mittlefehldt said that the Planning Commission, having found that the proposal is eligible for a PUD, it now needs to address the minimum size requirement. She continued, reading from p.6 of the agenda packet, saying that typically the minimum size of a PUD is two (2) acres of contiguous land, however the City can permit smaller PUDs, and she referred to the applicant's letter asking for a waiver of the LDC section 54.323(C) requirement via the stated exceptions. She asked if anyone wanted to discuss this, or if someone would like to make a motion.

> *S. Lawry moved, K. Clegg seconded, and the motion carried 9-0 to suspend the rules for discussion.*

S. Lawry said - I would note that PUDs can extend across a public street under our current ordinance. That's not considered a break in the continuity of the property. These are all connected on one block, even though there are some other properties in there. It could be developed as a central portion PUD,

leaving the end lots out, but we probably would not get as desirable a result if we allowed that, so I think it makes sense this time to allow it in its "parceled form".

D. Fetter asked if there were concerns regarding the different zoning on lots between these lots, and in this case there are MDR zoned parcels with houses on them in between.

D. Stensaas said that is something for you to consider, and it could be a factor in whether you recommend to approve this request.

S. Mittlefehldt asked if that would create any inconsistencies for land development there? I think probably not, because functionally it probably wouldn't create problems.

S. Lawry said that this does seem similar to the PUD we amended in the last year over on E. Crescent St. – the old Fish and Wildlife building that had been a PUD that was stretched across the street and another right-of-way because it was all one parcel. He also said that this is considered all one parcel in tax coding, so I think there's quite a parallel to that previous PUD.

S. Mittlefehldt asked if there were any other thoughts, or if anyone wants to make a motion.

> *It was moved by K. Clegg, and seconded by J. Fitkin, and carried 9-0 that after holding a public hearing, and review of the concept PUD site plan dated 2-17-25 and the Staff Report/Analysis with attachments for 01-PUD-03-25, the Planning Commission finds that the proposal is eligible for a PUD, and recommends to the City Commission approval of the waiver request per Section 54.323(C) due to the following findings - there is precedent [for non-contiguous PUD parcels], and for the anticipated achievement of consistent results in PUD development.*

CITIZENS WISHING TO ADDRESS THE COMMISSION ON AGENDA ITEMS

None

NEW BUSINESS

A. Planning Commission Bylaws – Potential Updates

D. Stensaas stated that the six members who attended the last meeting discussed the Bylaws and identified a couple of issues for amendment, and I later found another one that needs to be amended. He went on to explain that items C.3 and C.4 should be struck and replaced with a new item that states "The conditions of appointments and terms will follow City Charter section 6-1(f)."

S. Lawry said that it may be semantic, but perhaps item C.4 should say "one member" instead of "a member." D. Stensaas said that makes sense to him.

D. Stensaas also explained why replacing the BZA representative by vote at a meeting directly preceding a BZA meeting is undesirable, so item D.2 should be amended to allow elections to be held at the second meeting in March.

A. Landers said that the appointments only run until Feb. 15th, so we will always be without a BZA member in March.

D. Stensaas said that he will discuss the issue with the City Attorney before we proceed any further and come back with an update afterwards.

OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION
March 18, 2025

CITIZENS WISHING TO ADDRESS THE COMMISSION ON NON-AGENDA ITEMS

Antonio Adan, Executive Director of the Marquette County Land Bank and Housing Specialist for Marquette County, introduced himself and stated:

In the correspondence, you may have received a land bank report from last year, we just finished this. You're the first commission to get our report and I'm excited it a try and see how it presents tonight. On the second page, you will see some activities that we helped with. The first one you've already heard about is Housing Now. It's a public/private partnership, why is that important. As the countywide Housing Specialist, I'm here to help municipal government, commissions and organizations that want to build housing, specifically to tackle this housing issue we have here. I've met with a few of you already from last year intothis year and I really appreciate all the feedback. It's been really challenging to say the least to build housing because number one, we don't have a lot of nonprofit housing developers in town. Some of the development you do see, like here tonight, like Mr. Mahaney and Veridea that's one of the private developers in town, and we can be in the target market now since last year that was talked about already but that shows there is significant demand for housing in all ranges. Part of my work is trying to identify some of these sites. We convened a report that as part of this funding came from the state. We have about sixteen sites throughout the county and two in the City of Marquette that we try to figure out if we can work with to build on. That's a very challenging process as you can imagine. Some of the successes that we've seen so far in one year is we procured about $1.8 million dollars from the State of Michigan Housing Authority. These are specifically going to be units that are targeting missing middle or core housing, so that's between sixty percent of median income to about one hundred and twenty percent.

On the second page, we're helping plan about twenty-two units with that funding, which is a very big success for us. We came from the Land Bank building two or three houses a year, sometimes a partnership with Habitat for Humanity, and we're definitely turning the page and I think seeing a lot of ?? (1:44) and I'm very excited about that. The third page is just some of our projects that not only are we involved with housing and helping that cause but also are focused on eliminating blight. Luckily Marquette doesn't have a ton of it, but other neighboring towns and cities do so that map shows where we have forecasted some of those dollars and in the pictures, you will see some of those projects. The Vista Theater was one that helped secure that roof. Tilden Township had a school that had to come down because of years of neglect. And we work with local units, that's the most important part is that we work with cities and towns that want to use us as a tool so we're here to help. On the back side, you'll see our financial report. Some of the highlights, as I mentioned, since the inception of the Land Bank in 2009, we've acquired two hundred parcels, we've done about sixty-nine sales through neighbors, and we've built five houses so far. But the most important part is that we eliminated one hundred and twenty-three structures that normally wouldn't be able to come down on their own and we do seek some of those dollars through City funding. We can't do all of this alone, this is just the beginning. Hopefully we can build more momentum in the housing arena, and keep us in mind if you have any questions, I'm always available. Thank you.

Scott Rule, of 408 W. Park St., stated:
Park Cemetery has a stream that runs out of its north end. It goes underground, under Seventh St. In the past I was told that it went down Piqua and cut across to Magnetic St. That all runs off into the woods and oozes from the ground.

Alec LaPlante, of Summit St., stated:
I stand up here as a student and see that there are plenty of other students that I'd like to recognize for taking time out of their day, along with everybody else here. It's pretty much an important issue that most of us have recognized. Most people walk through Center Street, that cuts through campus, splitting campus in half. The sidewalk there, especially during the winter, is very hard to be walked on, and there's a lot of times that students have to walk through there, and there's that parking lot.

Is everyone familiar with where I'm talking about? The parking lot there for campus on Center? It's a pretty dangerous path that most of us have to travel through. I'm curious on who has control, and I know that Northern is going through their master plan rework. I don't believe it has a plan for what's going through that entire section. I'm curious if there could be something done for that high traffic area to improve the safety, improve connectivity between the parts of campus that see a lot of traffic, which is very dangerous for those citizens along the street, and I think that's something that needs to be addressed. I don't know where the plans are currently on that, but I think there needs to be something done to address the risk for the families that are there, the students that walk there every single day. I live on Summit St., and I do see that there is a lot of traffic that needs to be addressed there, that high-speed traffic.

Dawson Ennis, of 900 Norwood St., stated:
I have some similar concerns to what Mr. LaPlante has said. Norwood St., there is a dirt track, I'd say about 60 meters, it's really bad. I've driven - as an outdoorsmen, as someone who enjoys off-roading - I've driven on better roads that were designed for off-roading in a Jeep, that were better than this road. It's to the point where someone's exhaust system fell off their car and it is currently propped up against a sign. So, it's bad, especially living in a room in the apartments there that are facing that street. It's kind of difficult in the winter at 2 o' clock, 3 a.m. when the snow plows their coming through on the dirt road and they smash into the asphalt road there and it makes a lot of noise. As a college student, it's not fun being woken up at 2 o' clock, 3 o' clock in the morning and then have to go back to sleep and be prepared for the day. In addition, on Norwood St., there is a significant lack of sidewalks. I believe on that stretch their sidewalks change sides three or four times. There are some sections where there is a single house on an entire block, and it's the only one that will have a sidewalk. Given that it's a high-traffic area, I've found that driving through there when Northern is having games results in a lot of traffic from the dorms coming to the dome. It's kind of difficult to get through that road when you have all the students walking in the road. I'll say I frequent the Wooden Nickel fairly often, and coming back I have been approached by county and local law enforcement here, stating that because they've observed me exiting the bar and walking in the street because there are no sidewalks, that can be construed as public intoxication. There's an issue there, that proximity of a bar where you have a lack of infrastructure, it's not exactly entrapment, but I personally think it could fall into that sort of situation where people are forced to walk in the road in a potentially unsafe environment. I just feel like that should be addressed. Thank you.

Barb Owdzjei, of 1344 N. Front St., stated:
Hearing these last two comments, I thought I'd put a plug in, specifically when you have traffic street access issues, you can always bring it to the Traffic Advisory Committee, which meets the second Tuesday of the month at 5 o' clock in the basement of City Hall right around the corner from the police department. And if you actually contacted Captain Finkbeiner, who is the liaison for the committee, a couple weeks before the meeting, like right now, we can get it on the agenda, and you can come discuss. That's the kind of thing we would like to discuss and make recommendations for. Anything to do with traffic, parking, access, so feel free.

CORRESPONDENCE, REPORTS, MINUTES OF OTHER BOARDS/COMMITTEES

A. Marquette County Climate Action Plan

S. Mittlefehldt said that we did get a very thorough and impressive Marquette County Draft Climate Adaptation Plan, which the Planning Commission has had an opportunity to review and comment on. She asked if anyone had thoughts on the Plan or wanted to discuss it.

J. Fitkin said that it is a wonderful Plan, and thorough, and the only thing she wanted to see in the Plan that she didn't is hazardous waste.

S. Lawry said he understands that they want to keep it to a manageable size, but he was disappointed that it didn't cover all County operations, such as the Solid Waste Authority, the Airport, the Road Commission, the County Medical Care Facility. He said if all they do is concentrate on balancing out the Courthouse complex and Jail operations, they are not really accomplishing the goal that they are publicly stating they are trying to accomplish.

D. Stensaas stated that he received a page of comments from the Chair and would send it as an attachment with a memo of the recorded comments from tonight, along with his own comments. He said that since those will be included with the members' comments, he wanted to share what his comments are, and proceeded to relate that the short list of work done by other local entities on climate adaptation and action did not include the considerable planning work that the City has done, including the 2013 Climate Adaptation Study that was adopted into the 2015 Community Master Plan (CMP), or the 2025 CMP's Climate Action framework or Resiliency Assessment. He also said that in the Goals and Strategies chart/table, there are two issues that merit correction - the first is the inclusion of the Climate Adaptation Task Force (CATF) as a responsible party in several of the strategy items. He said that he has been a member of CATF since its inception, and is currently a member of its steering committee, and is fully committed to its mission, but CATF is not an organization that should be responsible for most of the items where it is listed in the chart, as that is not its mission. He also stated that the cost estimates for some of the items in the chart appear unrealistic, and in most cases, they are underestimated, possibly by multiple levels of cost. He said he had marked up a chart showing the items that he believed were likely to be underestimated, for submission along with the other items and memo, and that he would submit those by the Monday deadline.

WORK SESSION ON REPORTS/PLANS/ORDINANCES

A. Land Development Code (LDC) Amendments

The Planning Commission decided to only address one specific item/issue – indoor and self-storage uses - in the document of amendments for the work session, to accommodate a person who attended the meeting to hear what the Planning Commission would say on the issue.

A. Landers explained that staff added "equipment" to the Indoor Storage definition, as per Mr. Lawry's comment at the last meeting. She also stated that the Planning Commission discussed adding "indoor storage" and "self storage facility" as accessory uses and as Special Uses in the General Commercial zoning districts, and listing them as permitted uses in the Regional Commercial and Industrial-Manufacturing districts, and she showed the documents staff had prepared with those changes made.

S. Mittlefehldt stated that the land use chart makes a lot of sense, including leaving these uses out of the Mixed-Use districts. She said this captured what was discussed and asked other members if this was acceptable, and there was unanimous consensus for drafting the changes.

A. Landers stated that the next part of this issue is addressed in Article 6 standards, specifically in item (B) for the Indoor Storage and Self Storage Facility standards and noted that staff had discussed this with the Fire Department, who suggested the following language. D. Stensaas read the amended text as it was drafted.

S. Lawry said that almost anything is flammable. Members discussed the topic of flammability, combustible materials, and hazardous substances, and shared opinions on the concepts and language.

D. Stensaas said that the board asked staff to ask the experts at the Fire Department about this, and this is the language they were comfortable with.

The board decided to strike the word flammable from item (B) for the Indoor Storage and Self Storage Facility standards.

S. Lawry said that he also suggested to put the term "unrelated" before "…commercial, wholesale, retail…" in standard (A) for the new Article 6 standards for self-storage facilities. He also said that he also had brought up the language about "…each storage unit having a door to the outdoors, and that it shall be accessible by

the owner of the storage items" – and he said that a change to consider is "to the outdoors or a common corridors" or similar, to allow for the reuse of existing buildings where they could just rent out rooms. He also said that for outdoor/open storage, he isn't sure how we're distinguishing this from car lots or similar uses where items are displayed for sale and asked for clarification about the screening standards for Open/Outdoor Storage.

A. Landers said those are specific uses with their own standards and if they wanted to add Open/Outdoor Storage then they would have to meet the screening requirements.

S. Lawry said that the last line in the chart, which lists the storage facilities, indicates Utility Electrical Power Generation. He said he thinks that, given the extensive work done last year on solar generation, we should consider adding Utility Electrical Power Generation as a Special Land Use in Industrial-Manufacturing districts. The members and staff discussed the issue, and it was agreed that they would revisit it soon.

COMMISSION AND STAFF COMMENTS

W. Premeau stated that the County is doing good work building houses with the limited funds available, and noted that the costs for similar homes from private developers were significantly higher. He also asked what the name of the plan was that they received tonight, if it was a sketch plan or something else. A. Landers and D. Stensaas said it was a concept plan.

J. Fitkin said she was thankful for everyone that came out tonight for the public hearing and the rest of the meeting.

K. Clegg said he was excited to see that the meeting was well-attended.

K. Hunter said that she too was happy with everybody that came out tonight, that shows great community input.

S. Mittlefehldt said that she echoes the thanks for the turnout tonight and that those who spoke brought up some important points, and that she hopes that the developer in the room heard that and heard that the Planning Commission wants to make sure that the public interests are heard and addressed in the future site plan. She also thanked the members for nominating her to be Chair again and said it was an honor to serve with everyone, and that she is excited to be part of the historic board composed of a majority of women.

D. Stensaas said he was also grateful for those who came to the meeting tonight to provide their input.

ADJOURNMENT

Chair S. Mittlefehldt adjourned the meeting at 8:30 p.m.

David Stensaas

Prepared by D. Stensaas, City Planner and Zoning Administrator, Planning Commission Staff Liaison & Secretary.

Agenda Date: 4/14/2025

New Business
Year-Round Off-Leash Dog Recreation Area

BACKGROUND:

The City currently operates an off-lease dog park at Tourist Park Campground from November 1 through April 30. This year 104 passes have been sold for the dog park.

The City Commission adopted the 2025 Five-Year Recreation Master Plan at their March 31, 2025 regular meeting. The plan outlined establishing a new dog park that would make the recreation opportunity available year-round. The Citizen's Survey included in the plan had this amenity as the third highest priority after natural areas and hiking and biking trails.

Over the winter, a user established a petition at the park to request a year-round dog park. The petition gained 368 signatures.

At this time the City Manager is seeking consensus from the Commission authorizing her to direct City staff to re-examine all City owned property and work with local partners to determine an appropriate location.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Direct the City Manager to authorize staff time to be dedicated to re-examining all City owned property and working with local partners to identify a suitable location for another dog park that makes the recreation opportunity available year-round.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available