City of Marquette, MI

Meeting Agenda
City Commission

Monday, June 24, 2024
6:00 PM
Commission Chambers

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

1. Consent Agenda - Roll Call Vote

- **1.a.** Approve the minutes of the June 10, 2024 regular Commission meeting
- **1.b.** Approve the total bills payable in the amount of $3,416,913.01
- **1.c.** Change in Trustee - CoM Health Insurance WMHIP
- **1.d.** Contract Approval - CR550 Bridge over Dead River Maintenance Project
- **1.e.** Contract Award for BP 24-01 Solid Waste Collection Services - City Facilities
- **1.f.** Contract Award for BP 24-02 Solid Waste Collection Services - Special Collections
- **1.g.** License to Use a Portion of the Michigan Street Right-of-Way Adjacent to 424 N. Third Street
- **1.h.** Marquette Gridiron Club Non-Profit Status - Roll Call Vote

New Business

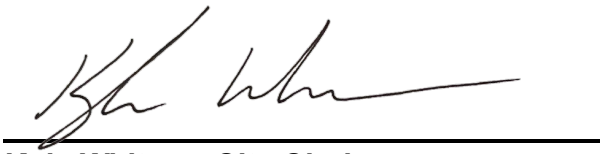
2. Hemlock Park Site Condominium Subdivision

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: 6/24/2024

Consent Agenda - Roll Call Vote

Approve the minutes of the June 10, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- June 10 minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, June 10, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Ottaway, Schloegel, Smith
Absent: Mayer

Commissioner Paul Schloegel moved to excuse Commissioner Cody Mayer due to work-related reasons, seconded by Commissioner Jermey Ottaway and Carried Unanimously.

Approval of the Agenda

Commissioner Jennifer Smith moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

Mayor Davis spoke about the upcoming 175th anniversary of Marquette, and said that a City time capsule, buried 25 years ago, will be opened following the July 4 parade.

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 importance of large animal rescue plans.
Dennis McCowen shared his opinions on the Master Plan draft, which contemplates extending Center Street and on eliminating dead-ends where possible.
Becky Lloyd talked about her business and said she just took over the Island Store and wanted to introduce herself.

Presentation(s)

1. Fiscal Year 2023 Audit by Mike Grentz, Anderson Tackman & Co.

Mike Grentz, from Anderson Tackman, presented a summary of the City's annual audit.

2. Cultural Trail Update, by Tiina Morin

Tiina Morin presented an overview of the plans for the City's Cultural Trail project.

Commissioners responded positively, with most stating how excited they were by

the proposal, which reflects positively on the community. There was some discussion about how the City may ultimately fund such a sweeping plan, and about whether it would be beneficial to include the plan in the City Master Plan.

3. Consent Agenda - Roll Call Vote

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

3.a. Approve the minutes of the May 28, 2024 regular Commission meeting

3.b. Approve the total bills payable in the amount of $338,218.54

3.c. Lakeview Arena HVAC Condenser Replacement

3.d. Schedule Public Hearing - Land Development Code Amendments

3.e. State Highway Maintenance Agreement

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

New Business

4. Architecture Services - Cultural Center and Trailhead

Mayor Pro Tem Jessica Hanley moved to Award the bid to Locus Architecture, LTD of Minneapolis, Minnesota, approve the contract and authorize the Mayor and Clerk to sign it, seconded by Commissioner 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.

Margaret Brumm spoke more about large-animal rescue.
Fred Stonehouse praised the Cultural Trail plan, which he said is brilliant and could be a benchmark for other communities. He asked for the plan to focus on the harbor with great sensitivity.
Dennis McCowen talked about how much pedestrian traffic there is near the Center Street corridor.

Comments from the Commission

Commissioner Schloegel warned people to be careful and to watch out for people in crosswalks. He said he was looking forward to Art Week later this month.
Commissioner Smith said that school is letting out tomorrow for the summer, and people should keep an eye out for children while traveling in town.
Commissioner Larson said that the audit presentation mentioned that the city was "living within our means". He said that is a testament to staff and financial planning. Regarding the Master Planning process, he advised people to go online and give comments. He also asked staff if it makes sense to incorporate the cultural trail plan, as discussed tonight.

Mayor Davis talked about the draft Master Plan, and said that she has heard concerns and is passing them on to staff, and she urged others to offer comments and opinions on the process. She spoke about the Mobile Secretary of State office that came to town recently. She also talked about the meaning of Flag Day, coming up on June 14. **Commissioners Ottaway and Hanley** had no comment.

Comments from the City Manager

City Manager Karen Kovacs talked about various ways that the cultural trail plan could be integrated into the Master Plan, or into other various city planning documents.

Adjournment

Mayor Davis adjourned the meeting at 7:19 p.m.

_____ _____

Sally Davis, Mayor **Kyle Whitney, City Clerk**

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Agenda Date: 6/24/2024

Consent Agenda - Roll Call Vote
Change in Trustee - CoM Health Insurance WMHIP

BACKGROUND:

The City's health insurance package for full-time employees and eligible retirees is renewed annually for a plan year beginning January 1. Renewal rates are obtained from our third-party administrator and presented to a health committee comprised of one member from each of our five unions as well as management and Human Resources staff representation. The Western Michigan Health Insurance Pool through Gallagher Benefit Services, Inc. is a group of school districts, community colleges and municipalities working together to provide the most cost-effective health insurance for the families that participate in group health coverage through the employers in the Pool.

The City of Marquette is required to name a trustee to the Western Michigan Health Insurance Pool Board. With the departure of the Director of Administrative Services, the City of Marquette will need to appoint a new trustee.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Appoint Lora Kinnunen as the City of Marquette's trustee and Sean Hobbins as the alternate trustee to the Western Michigan Health Insurance Pool Board.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution

GOVERNING BODY **OF**

_____the City of Marquette_____
(the "Member")

RESOLUTION NAMING TRUSTEE AND ALTERNATE TRUSTEE

PREMISES

A. Article 6.1 of the Bylaws of the West Michigan Health Insurance Pool ("WMHIP") requires that each member entity name a Trustee and Alternate Trustee to serve on the Board of Trustees for the WMHIP.

B. The Governing Body of the Member has chosen individuals in accordance with Article 6.1 to serve as Trustee and Alternate Trustee.

C. The Governing Body of the Member believes that these individuals will represent the interests of the Member in the WMHIP.

D. Neither of these individuals are an owner officer, or employee of any third-party administrator or any other third party providing services to WMHIP.

NOW, THEREFORE, the Governing Body of the Member hereby resolves:

1. The Governing Body hereby confirms its appointment of the following persons as Trustee and Alternate Trustee to serve as Trustee when the initial Trustee is not available or in attendance to carry out the Trustee's duties:

Lora Kinnunen (Trustee)

Sean Hobbins (Alternate Trustee)

The Trustee and Alternate Trustee shall serve until replaced by action of the Governing Body of the Member. Failure of the Member to designate a Trustee, or the failure of that Trustee/Alternate Trustee to participate on the Board of Trustees, shall not affect the responsibilities or duties of the Member under the Amended Trust Agreement.

2. Once these appointments are made known to WMHIP, the above-named individuals shall remain in office until WMHIP receives evidence of appointment of other persons.

3. Evidence of these appointments shall be communicated to WMHIP by providing a certified copy of this resolution.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same are hereby rescinded.

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Governing Body of the City of Marquette, Marquette County, State of Michigan, at a City Commission meeting held on June 24, 2024, and that this meeting was conducted and public notice of this meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of this meeting were kept and will be or have been made available as required by this Act.

I further certify that the following Members were present at this meeting:

_____ and that the following Members were absent _____.

I further certify that the foregoing resolution was moved by Member _____ and seconded by Member _____.

I further certify that the following Members voted for adoption of the foregoing resolution: _____ and that the following Members voted against adoption of this resolution:

_____.

_____
Kyle Whitney, City Clerk

Agenda Date: 6/24/2024

Consent Agenda - Roll Call Vote
Contract Approval - CR550 Bridge over Dead River Maintenance Project

BACKGROUND:

Plans have been developed for a maintenance project at a City owned bridge on County Road 550 that crosses the Dead River. This project includes bridge deck sealing, concrete support structure patching and drainage improvements.

This project was advertised for bids on May 16, 2024 with a bid opening on June 6, 2024. Two contractors responded with bids and the results are summarized below.

Bidder	Bid
Cross General Contracting, Inc.	$146,342.00
Hebert Construction Company	$329,309.76

The Engineer's Estimate for this project was $129,000.00.

FISCAL EFFECT:

Sufficient funds are available in the approved FY 2024 budget. Funding for this project is available through the Lundin Mine truck route maintenance fund.

RECOMMENDATION:

Approve a contract with Cross General Contracting, Inc. for the CR550 Bridge over Dead River Maintenance Project at a cost of $146,342.00 based on quantities and unit prices in the proposal, allow the City Manager to use a 15% 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
- Contractors Insurance
- Bid Tabulations
- Construction Plans

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: County Road 550 Bridge Preventative Maintenance Project

PROJECT NUMBERS: MQ24-103

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 Cross General Contracting, Inc. of Munising, MI, a domestic profit corporation, holding license number 800511207, 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 June 24, 2024, and the completion date of this project is September 29, 2024. 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 $146,342.00, 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

_____
Sally Davis, Mayor
City of Marquette

_____
Witness

_____
Kyle L. Whitney, City Clerk
City of Marquette

Cross General Contracting, Inc.

_____
Witness

_____
By: WADE CROSS

_____
Witness

Its: GENERAL MANAGER

Address: E8693 WM-29 MUNISING, MI.

Telephone#: 906-387-8700

6/10/2024

APPROVED AS TO FORM:

_____
Suzanne C. Larsen
City Attorney

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs
City Manager

CROSS-3 OP ID: CC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2024

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 Mazzali Insurance Agency, Inc. 221 E. Superior Street Munising, MI 49862 Dale Immel 906-387-4313	CONTACT NAME: Dale Immel PHONE (A/C, No, Ext): 906-387-4313 FAX (A/C, No): 906-387-5205 E-MAIL ADDRESS:
INSURED Cross General Contracting Inc E8693 W State Hwy M28 Munising, MI 49862	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Auto Owners Ins. Co. — 18988 INSURER B : Homeowners Insurance Co — 26638 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		33115053	01/01/2024	01/01/2025	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
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			4750851000	01/01/2024	01/01/2025	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 X RETENTION $ 10000			4885160100	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A106618603	01/01/2024	01/01/2025	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)

City of Marquette is listed as an additional insured in regards to general liability.

CERTIFICATE HOLDER

City of Marquette
1100 Wright Street
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
Dale Immel

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Solicitation Information

City of Marquette

Solicitation Number

BP24-08

Deadline

06/06/2024 10:00 AM EDT

Advertised

05/16/2024 11:54 AM EDT

Revised

06/06/2024 07:42 AM EDT

Description

MQ24-103 County Road 550 Bridge Preventive Maintenance

The work under this contract consists of applying a penetrating epoxy healer/sealer system to a concrete bridge deck, hand chipping and patching concrete, and constructing abutment drainage conveyances.

Location(s)

Marquette, Michigan

Bidders

Business Name	Address	Phone
Hebert Construction Company	107 4th Ave Iron River, MI 49935-1705	(906) 265-5157
Cross General Contracting, Inc	E8693 W M 28 Munising, MI 49862-7901	(906) 387-8700
2 Bidders		

Schedule of Items

Bidder	Quantity	Unit Price	Extension
1077051 **_ Pedestrian Traffic Maintenance** **LSUM**			
Cross General Contracting, Inc	1.0000	$2,000.00	$2,000.00
Hebert Construction Company	1.0000	$6,050.00	$6,050.00
1100001 **Mobilization, Max $6,100** **LSUM**			
Cross General Contracting, Inc	1.0000	$5,500.00	$5,500.00
Hebert Construction Company	1.0000	$6,100.00	$6,100.00
7120017 **Patch, Forming** **Sft**			
Cross General Contracting, Inc	52.0000	$130.00	$6,760.00
Hebert Construction Company	52.0000	$297.00	$15,444.00
7120120 **Embedded Galvanic Anode** **Ea**			
Cross General Contracting, Inc	27.0000	$50.00	$1,350.00
Hebert Construction Company	27.0000	$33.00	$891.00
7127010 **_ Hand Chipping, Other Than Deck, Modified, Pie...** **Sft**			
Cross General Contracting, Inc	85.0000	$162.00	$13,770.00
Hebert Construction Company	85.0000	$462.00	$39,270.00
7127010 **_ Patching Conc., Modified, Pier Cap** **Sft**			
Cross General Contracting, Inc	85.0000	$140.00	$11,900.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
7127010 **_ Patching Conc., Modified, Pier Cap** **Sft**			
Hebert Construction Company	85.0000	$660.00	$56,100.00
7127011 **_ Penetrating Healer/Sealer, Bridge Deck** **Syd**			
Cross General Contracting, Inc	873.0000	$68.00	$59,364.00
Hebert Construction Company	873.0000	$54.52	$47,595.96
7127050 **_ Abutment Drainage Conveyance** **Ea**			
Cross General Contracting, Inc	4.0000	$4,700.00	$18,800.00
Hebert Construction Company	4.0000	$10,560.00	$42,240.00
7127050 **_ Hand Chipping, Other Than Deck, Modified, Pos...** **Ea**			
Cross General Contracting, Inc	20.0000	$300.00	$6,000.00
Hebert Construction Company	20.0000	$1,188.00	$23,760.00
7127050 **_ Patching Conc., Modified, Post Tensioning Pocket** **Ea**			
Cross General Contracting, Inc	20.0000	$300.00	$6,000.00
Hebert Construction Company	20.0000	$1,980.00	$39,600.00
8120012 **Barricade, Type III, High Intensity, Double Sid...** **Ea**			
Cross General Contracting, Inc	4.0000	$80.00	$320.00
Hebert Construction Company	4.0000	$330.00	$1,320.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8120013 **Barricade, Type III, High Intensity, Double Sid...** **Ea**			
Cross General Contracting, Inc	4.0000	$2.00	$8.00
Hebert Construction Company	4.0000	$66.00	$264.00
8120252 **Plastic Drum, Fluorescent, Furn** **Ea**			
Cross General Contracting, Inc	35.0000	$17.00	$595.00
Hebert Construction Company	35.0000	$145.20	$5,082.00
8120253 **Plastic Drum, Fluorescent, Oper** **Ea**			
Cross General Contracting, Inc	35.0000	$3.00	$105.00
Hebert Construction Company	35.0000	$26.40	$924.00
8120270 **PTS System, Temp, Furn** **Ea**			
Cross General Contracting, Inc	1.0000	$13,000.00	$13,000.00
Hebert Construction Company	1.0000	$35,640.00	$35,640.00
8120271 **PTS System, Temp, Oper** **Ea**			
Cross General Contracting, Inc	1.0000	$250.00	$250.00
Hebert Construction Company	1.0000	$3,300.00	$3,300.00
8120350 **Sign, Type B, Temp, Prismatic, Furn** **Sft**			
Cross General Contracting, Inc	124.0000	$4.00	$496.00

Schedule of Items

Bidder	Quantity	Unit Price	Extension
8120350 Sign, Type B, Temp, Prismatic, Furn Sft			
Hebert Construction Company	124.0000	$33.00	$4,092.00
8120351 Sign, Type B, Temp, Prismatic, Oper Sft			
Cross General Contracting, Inc	124.0000	$1.00	$124.00
Hebert Construction Company	124.0000	$13.20	$1,636.80
Item totals for Schedule of Items (18 Items)			**Total**
Cross General Contracting, Inc			**Totals: $146,342.00**
Hebert Construction Company			**Totals: $329,309.76**

THE CITY OF MARQUETTE

BRIDGE MAINTENANCE

CO. RD 550 OVER THE DEAD RIVER

MQ24-103

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, 2012 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 ROADS AND STREETS, 2011.

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.

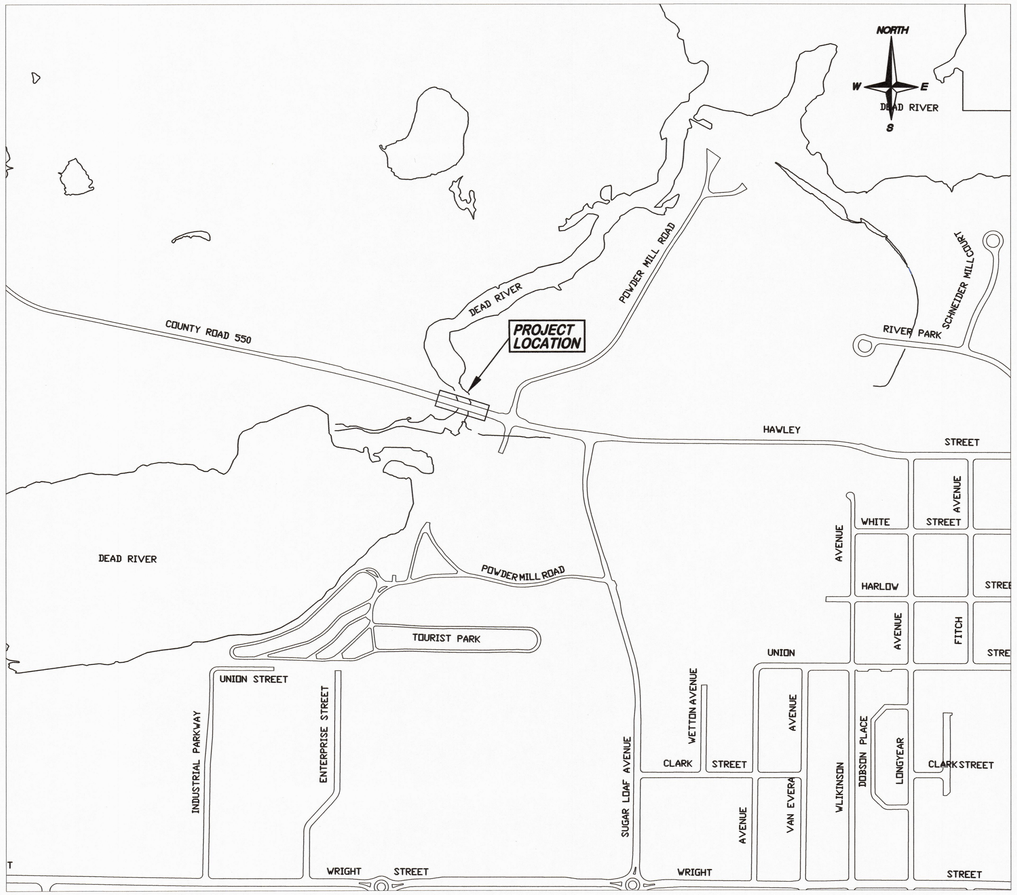
THE FOLLOWING UTILITIES ARE LOCATED IN OR NEAR THE RIGHT-OF-WAY FOR THIS PROJECT:

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 (GAS)
- EXISTING TELECOMMUNICATION CABLE (UGT)
- EXISTING ELECTRIC CABLE (UGE)
- EXISTING LIGHT POLE
- EXISTING SANITARY/STORM SEWER MANHOLE (MH)
- EXISTING POWER POLE (PP)
- GUY ANCHOR
- EXISTING CATCH BASIN
- EXISTING TRAFFIC SIGN
- EXISTING WATER VALVE (W)
- EXISTING FIRE HYDRANT
- SOIL BORING LOCATION AND NUMBER (SB-6)
- EXISTING WATER SHUT OFF
- EXISTING CLEAN OUT (SAN CO)
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- RIGHT OF WAY (ROW)
- PROPERTY LINE, APPROXIMATE
- EXISTING CABLE TV CABLE (UC)
- 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, 13A OR LVSP

LOCATION MAP



INDEX OF SHEETS

1	COVER SHEET
2	PROJECT PLAN
3	EXISTING AND PROPOSED DETAILS
4	TRAFFIC CONTROL AND BRIDGE PROFILE
5	SITE PHOTOS

PUBLIC UTILITIES

MARQUETTE BOARD OF LIGHT AND POWER
2200 WRIGHT STREET
MARQUETTE, MICHIGAN 49855
PH. (906) 228-0300

AT&T
3255 US-41 WEST
MARQUETTE, MICHIGAN 49855
PH. (906) 221-2121

SPECTRUM MID-AMERICA, LLC
359 US-41 EAST
NEGAUNEE, MICHIGAN 49866
PH. (906) 228-2900

SEMCO ENERGY
34 US-41 EAST
NEGAUNEE, MICHIGAN 49866
PH. (906) 475-9901

MARQUETTE WATER AND SEWER DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MICHIGAN 49855
PH. (906) 228-0444

PENINSULA FIBER NETWORK
1901 WEST RIDGE STREET #2
MARQUETTE, MICHIGAN 49855
PH. (906) 226-7102

CONTRACT FOR:
550 BRIDGE PREVENTIVE MAINTENANCE

MUNICIPAL APPROVAL:

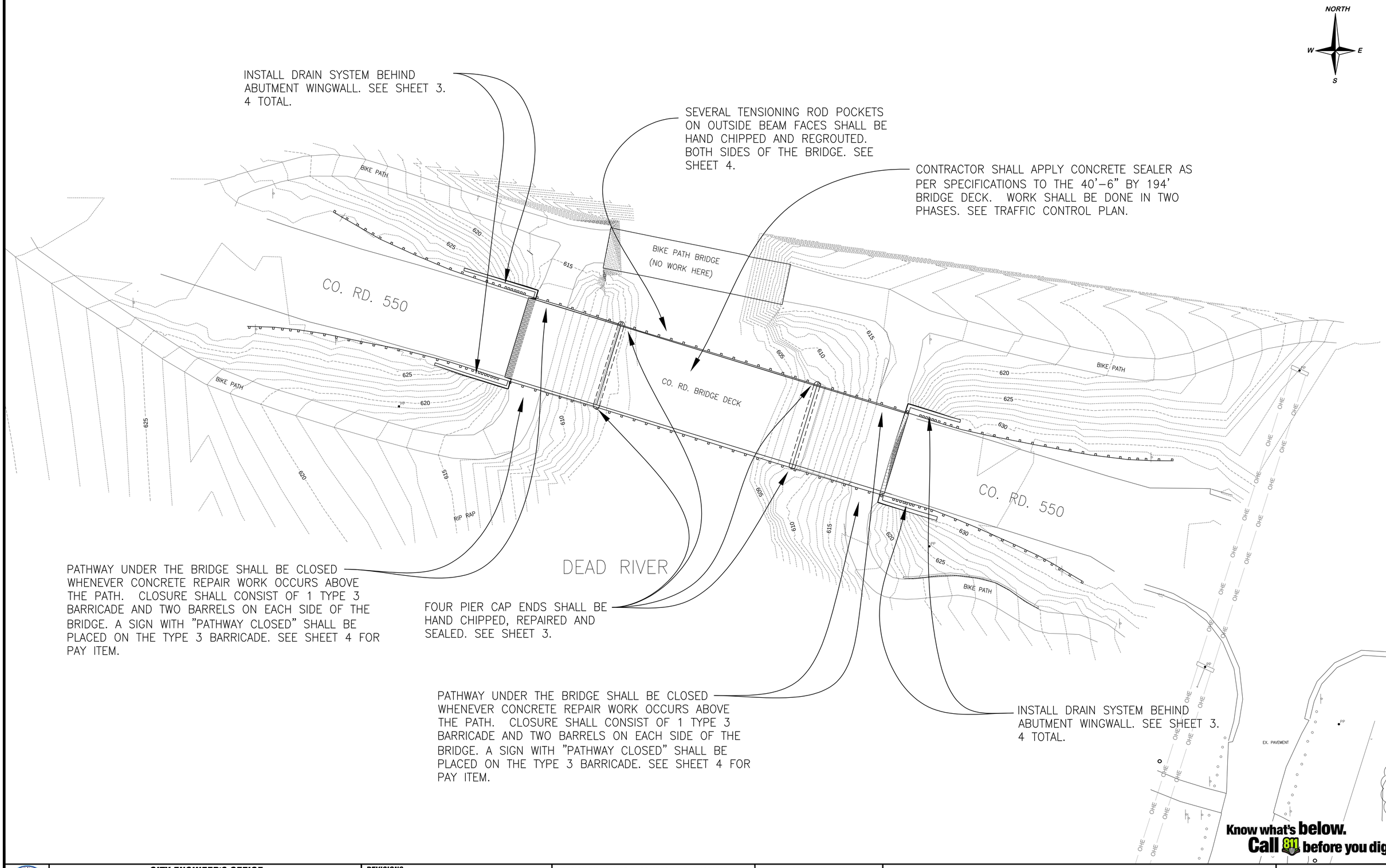
Karen Kovacs 5/15/2024
KAREN KOVACS, CITY MANAGER DATE

PREPARED UNDER THE SUPERVISION OF:

James R. Compton 5/15/24
JAMES R. COMPTON P.E. PROJECT ENGINEER DATE
P.E. NO. 6201042583

STATE OF MICHIGAN — James R Compton — License No. 6201042583 — REGISTERED PROFESSIONAL ENGINEER

CITY OF MARQUETTE
CITY ENGINEER'S OFFICE
1100 WRIGHT STREET
MARQUETTE, MICHIGAN 49855
PH. (906) 228-0440

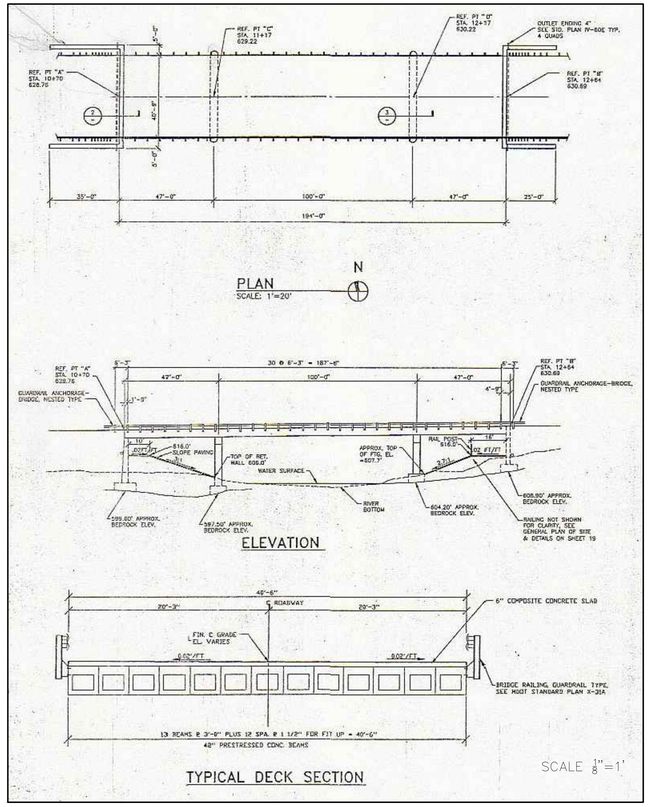


PROJECT NO. MQ24-103

J:\PROJECTS\MQ24-103 CR 550 BRIDGE PREVENTATIVE MAINTENANCE\DESIGN AND DRAFTING\PROJECT DRAWINGS\TOPO PLAN MASTER.DWG

CO, RD 550 PREVENTIVE MAINTENANCE

CITY ENGINEER'S OFFICE **MARQUETTE, MICHIGAN** 1100 WRIGHT STREET, MARQUETTE, MI 49855 PHONE (906)228-0440	**REVISIONS:** 2/5/24 INITIAL DRAWING	DESIGN BY: JAMES R. COMPTON P.E., ENGINEER DRAWN BY: JAMES R. COMPTON P.E., ENGINEER DATE: 2/5/24 FILE NAME: MQ24-103 TOPO MASTER.dwg	HOR. SCALE: 1" = 20' VERT. SCALE: N.A.	**CO. RD. 550 BRIDGE PREVENTIVE MAINTENANCE** CO. RD. 550 OVER THE DEAD RIVER PROJECT PLAN	**PROJECT MQ24-103** **SHEET 2 OF 5**

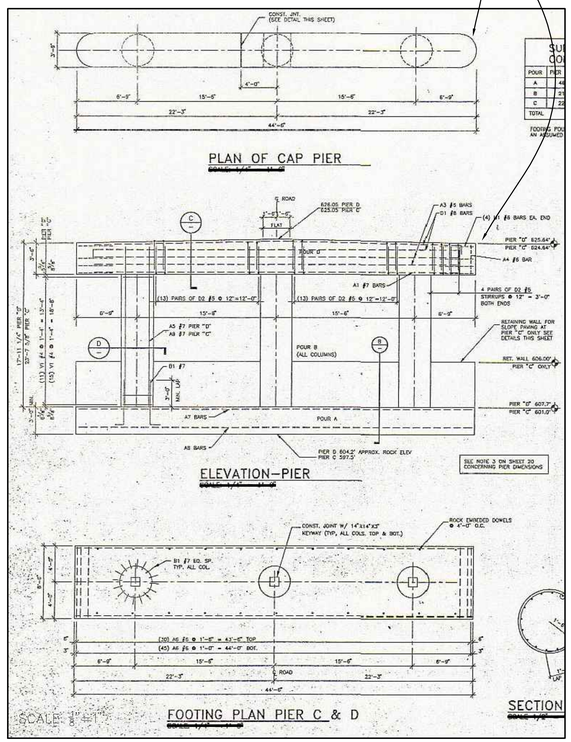


EXISTING BRIDGE PLAN/PROFILE

PAY ITEM NOTES.
HAND CHIPPING AND PATCHING AREAS ARE ESTIMATED AS FOLLOWS:
1) SOUTHWEST AND SOUTHEAST PIER CAPS 100% OF SIDE AND TOP OF PIER CAP EXTENDING OUT FROM UNDER EDGE BEAM (52 SQ FT). NORTHWEST AND NORTHEAST PIER CAPS 50% EACH (26 SQ FT).
2) A 1 FOOT BY 1 FOOT PATCH ON BOTTOM EDGE OF OUTSIDE BEAM LOCATED ABOVE THE SOUTHEAST PIER (1 SQ FT).
3) A 2 FOOT BY 3 FOOT PATCH ON BOTTOM EDGE OF OUTSIDE BEAM LOCATED ABOVE THE SOUTHWEST PIER (6 SQ FT).

GENERAL NOTES.
1) HAND CHIP CONCRETE TO ¾" BEHIND REBAR.
2) THE SOUTH TWO PIER CAPS WILL REQUIRE FORMING.
3) INSTALL GALVANIC ANODES PER ENGINEERS DIRECTION
4)

ALL FOUR PEIR CAP END SURFACES SHALL BE HAND CHIPPED TO REMOVE ALL LOOSE CONCRETE PER ENGINEERS DIRECTION.

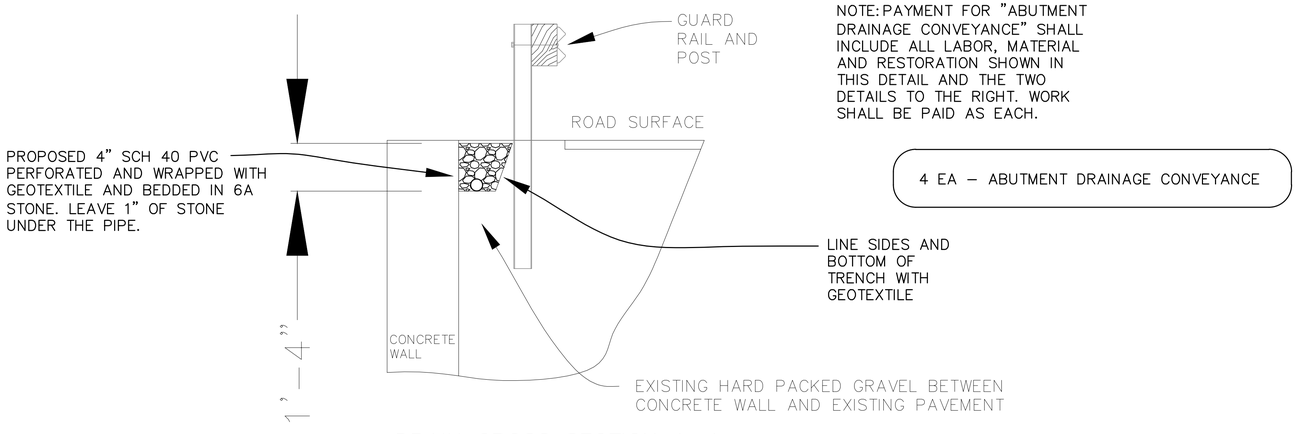


EXISTING PIER CAP DETAILS

85 SFT - HAND CHIPPING, OTHER THAN DECK, MODIFIED, PIER CAP
85 SFT - PATCHING CONC., MODIFIED, PIER CAP
52 SFT - PATCH, FORMING
27 EA - EMBEDDED GALVANIC ANODE
1 LS - MOBILIZATION

NOTE: PATCH FORMING SHALL BE USED FOR THE SE AND SW PIER CAP
SEE SPECS FOR MIX DESIGN FOR PATCHING

PAY ITEM NOTES.
EMBEDDED ANODES ARE ESTIMATED AS FOLLOWS:
1) 8 EACH PLACED IN SE PIER CAP PATCH.
2) 8 EACH PLACED IN SW PIER CAP PATCH.
3) 8 EACH PLACED IN NE PIER CAP PATCH.
4) 8 EACH PLACED IN NW PIER CAP PATCH.
5) 1 EACH IN BEAM FACE PATCH ABOVE SE PIER CAP.
6) 2 EACH IN BEAM FACE PATCH ABOVE SW PIER CAP.

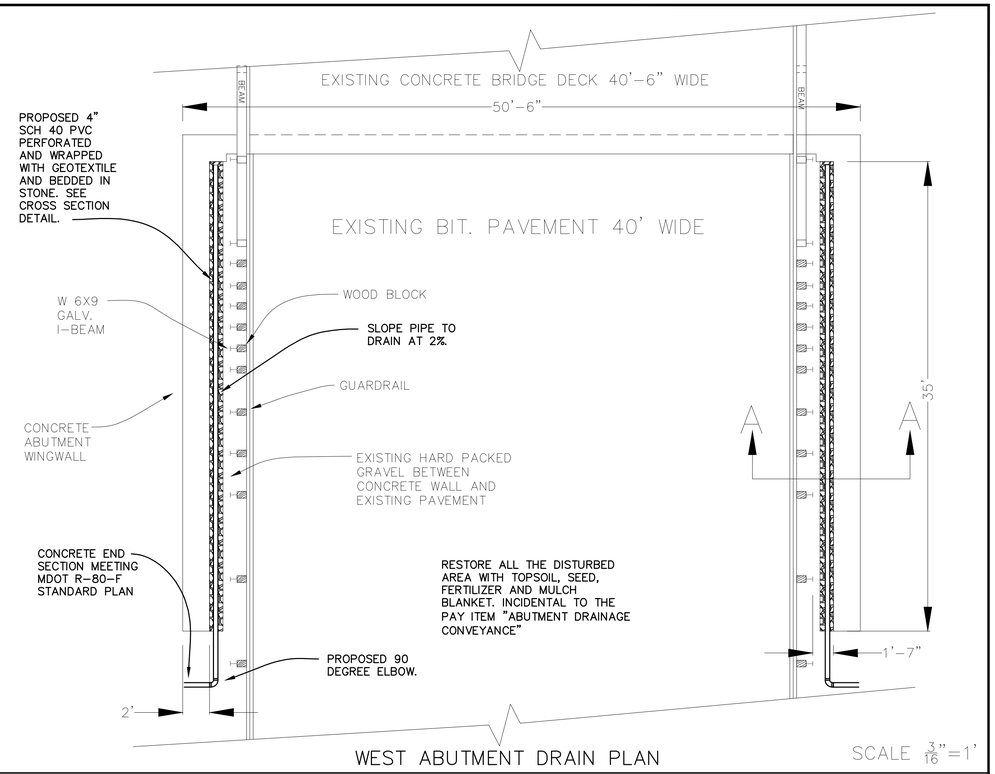


DRAIN CROSS SECTION A-A

SCALE 1/2"=1'

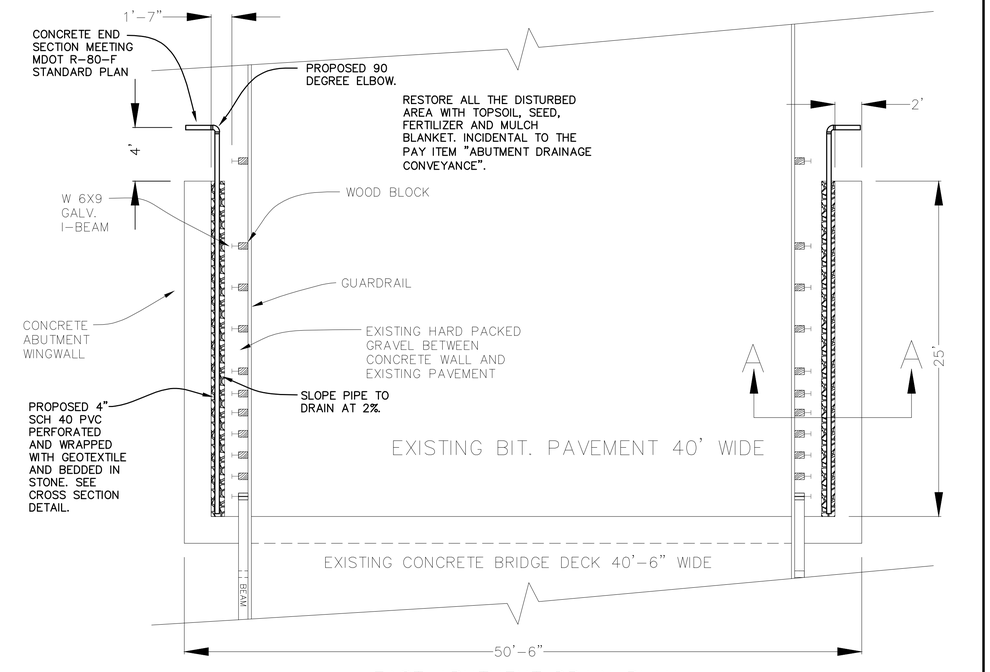
NOTE: PAYMENT FOR "ABUTMENT DRAINAGE CONVEYANCE" SHALL INCLUDE ALL LABOR, MATERIAL AND RESTORATION SHOWN IN THIS DETAIL AND THE TWO DETAILS TO THE RIGHT. WORK SHALL BE PAID AS EACH.

4 EA - ABUTMENT DRAINAGE CONVEYANCE



WEST ABUTMENT DRAIN PLAN

SCALE 3/16"=1'



EAST ABUTMENT DRAIN PLAN

SCALE 3/16"=1'

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
300 WEST BARAGA AVE., MARQUETTE, MI 49855
PHONE (906)228-0440

REVISIONS:
REVIEW 2/5/24

DESIGN BY: JAMES R. COMPTON, P.E.
DRAWN BY: JAMES R. COMPTON, P.E.
DATE: 2/5/24
FILE NAME: J:PROJ..BRIDGEREPAIRPLANMASTER.dwg

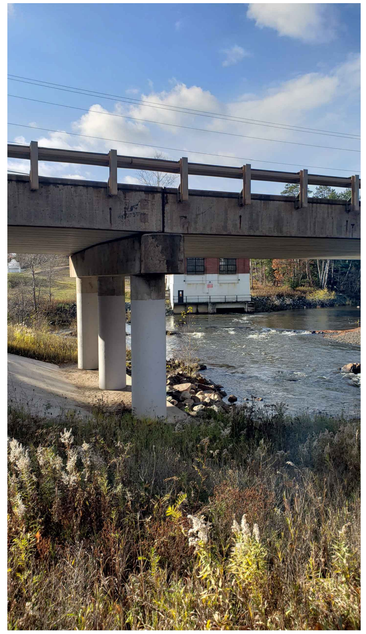
HOR. SCALE: AS NOTED
VERT. SCALE: N.A.

CO. RD. 550 BRIDGE PREVENTIVE MAINTENANCE
CO. RD. 550 OVER THE DEAD RIVER
EXISTING AND PROPOSED DETAILS

PROJECT MQ24-103
SHEET 3 OF 5



NORTHWEST PIER CAP



NORTHEAST PIER CAP



SOUTHWEST PIER CAP



SOUTHEAST PIER CAP



NORTH SIDE OF BRIDGE PROFILE



SOUTH SIDE OF BRIDGE PROFILE

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:
2/5/24 INITIAL DRAWING

DESIGN BY: JAMES R. COMPTON P.E., ENGINEER
DRAWN BY: JAMES R. COMPTON P.E., ENGINEER
DATE: 2/5/24
FILE NAME: MQ24-103 TOPO MASTER.dwg

HOR. SCALE: N.A.
VERT. SCALE: N.A.

CO. RD. 550 BRIDGE PREVENTIVE MAINTENANCE
CO. RD. 550 OVER THE DEAD RIVER
PROJECT EXISTING PHOTOS

PROJECT MQ24-103
SHEET 5 OF 5

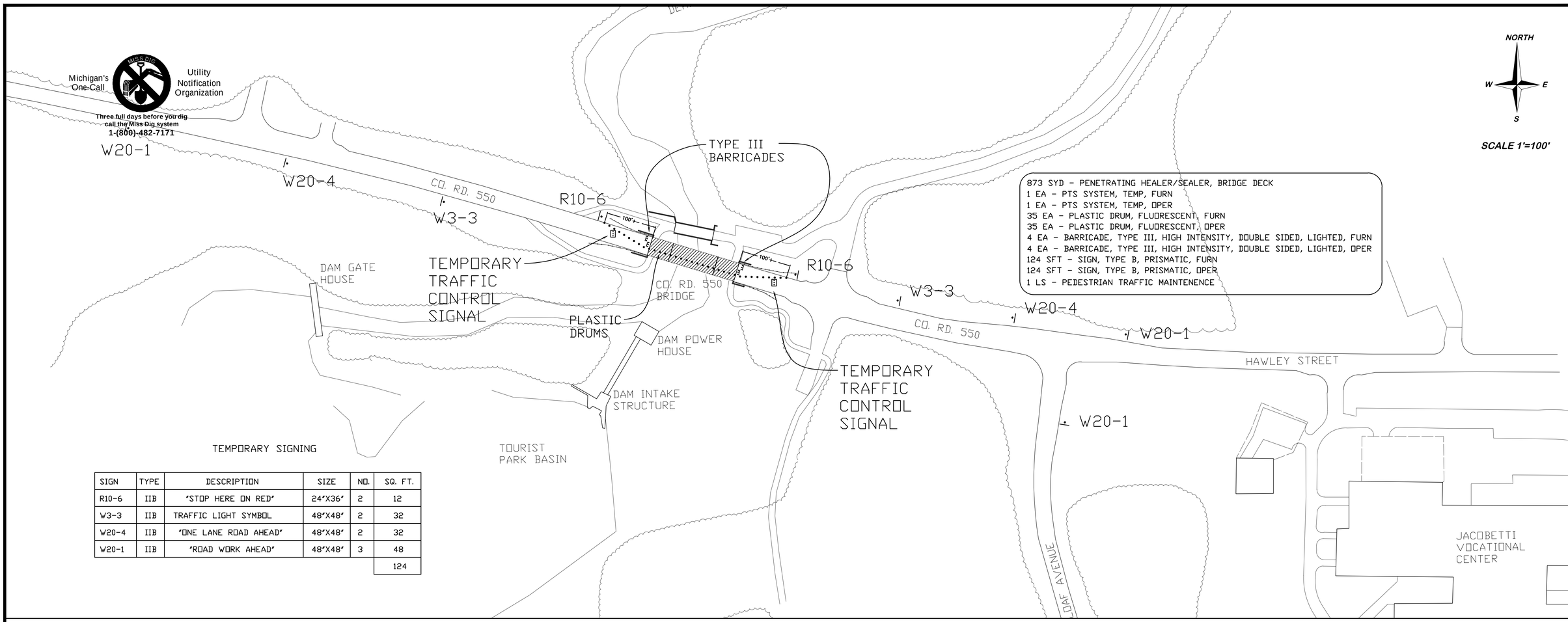
PROJECT NO. MQ24-103

J:\PROJECTS\MQ24-103 CR 550 BRIDGE PREVENTATIVE MAINTENANCE\DESIGN AND DRAFTING\PROJECT DRAWINGS\TOPO PLAN MASTER.DWG

CO, RD 550 PREVENTIVE MAINTENANCE

Michigan's One-Call Utility Notification Organization

Three full days before you dig call the Miss Dig system 1-(800)-482-7171



873 SYD - PENETRATING HEALER/SEALER, BRIDGE DECK
1 EA - PTS SYSTEM, TEMP, FURN
1 EA - PTS SYSTEM, TEMP, OPER
35 EA - PLASTIC DRUM, FLUORESCENT, FURN
35 EA - PLASTIC DRUM, FLUORESCENT, OPER
4 EA - BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED, LIGHTED, FURN
4 EA - BARRICADE, TYPE III, HIGH INTENSITY, DOUBLE SIDED, LIGHTED, OPER
124 SFT - SIGN, TYPE B, PRISMATIC, FURN
124 SFT - SIGN, TYPE B, PRISMATIC, OPER
1 LS - PEDESTRIAN TRAFFIC MAINTENENCE

NORTH

SCALE 1'=100'

PROJECT NO. MQ24-103

TEMPORARY SIGNING

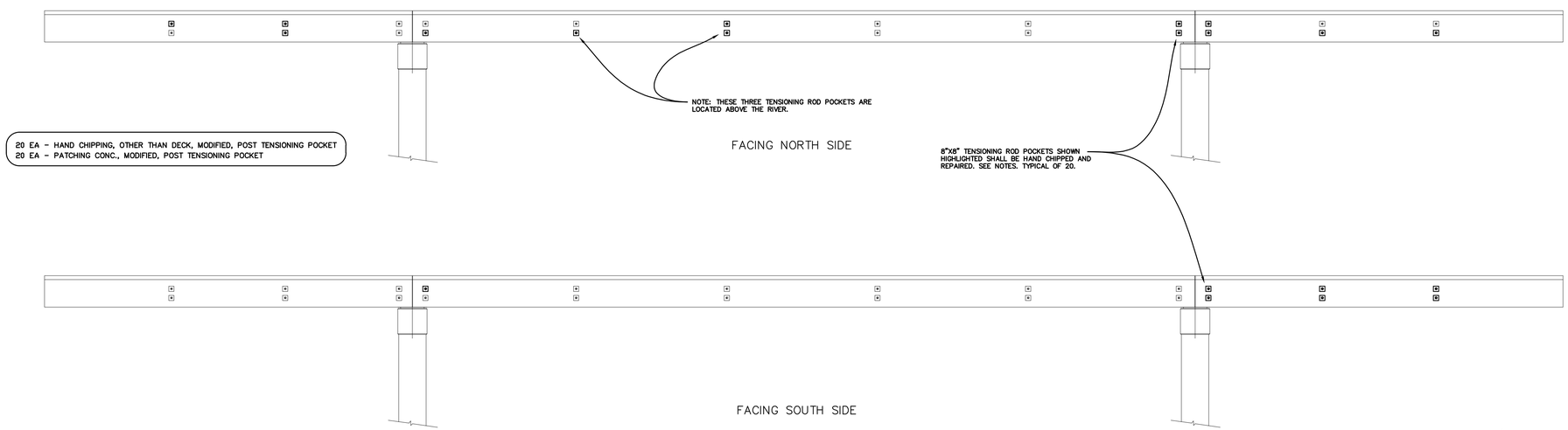
SIGN	TYPE	DESCRIPTION	SIZE	NO.	SQ. FT.
R10-6	IIB	"STOP HERE ON RED"	24"X36"	2	12
W3-3	IIB	TRAFFIC LIGHT SYMBOL	48"X48"	2	32
W20-4	IIB	"ONE LANE ROAD AHEAD"	48"X48"	2	32
W20-1	IIB	"ROAD WORK AHEAD"	48"X48"	3	48
					124

NOTES

8"X8" TENSIONING ROD POCKETS SHOWN HIGHLIGHTED SHALL BE HAND CHIPPED. REPAIR SHALL INCLUDE WIRE MESH AND MDOT SPECIFIED PATCH MATERIAL. WORK SHALL BE PAID AS "HAND CHIPPING, OTHER THAN DECK, MODIFIED, POST TENSIONING POCKET" AND "PATCHING CONC, MODIFIED, POST TENSIONING POCKET". WIRE MESH SHALL BE WELDED STAINLESS STEEL WITH $\frac{1}{2}$"X$\frac{1}{2}$" OPENING AND 0.047 SIZE WIRE MINIMUM.

"HAND CHIPPING, OTHER THAN DECK, MODIFIED, POST TENSIONING POCKET" SHALL BE PAID FOR BY EACH.

"PATCHING CONC., MODIFIED, POST TENSIONING POCKET" SHALL BE PAID FOR BY EACH.



20 EA - HAND CHIPPING, OTHER THAN DECK, MODIFIED, POST TENSIONING POCKET
20 EA - PATCHING CONC., MODIFIED, POST TENSIONING POCKET

SCALE $\frac{1}{8}$"=1'

CO. RD. 550 BRIDGE PREVENTIVE MAINTENANCE

CITY ENGINEER'S OFFICE
MARQUETTE, MICHIGAN
300 WEST BARAGA AVE., MARQUETTE, MI 49855
PHONE (906)228-0440

REVISIONS:
REVIEW 2/5/24

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DRAWN BY: JAMES R. COMPTON, P.E.
DATE: 2/5/24
FILE NAME: J:PROJ..BRIDGEREPAIRPLANMASTER.dwg

HOR. SCALE: SEE DETAIL
VERT. SCALE: N.A.

CO. RD. 550 BRIDGE PREVENTIVE MAINTENANCE
CO. RD. 550 OVER THE DEAD RIVER
TRAFFIC CONTROL AND SIDE BEAM DETAIL

PROJECT MQ24-103
SHEET 4 OF 5

Agenda Date: 6/24/2024

Consent Agenda - Roll Call Vote
Contract Award for BP 24-01 Solid Waste Collection Services - City Facilities

BACKGROUND:

The current contract for solid waste collection services expires on September 30, 2024. A notable change from the previous solid waste bid pack is that the Downtown Development Authority (DDA) litter barrels will be managed by DDA staff and not be included in this service contract. This solid waste bid pack is one of three main service areas that include Residential Curbside Collection, Municipal Facility Collection, and Special Collections. The term of the contract will be October 1, 2024, through September 30, 2031.

BP 24-01 Solid Waste Collection Services – City Facility Collection focused on twice weekly dumpster collection of garbage and single stream recycling collection from ten City facilities.

Bid packages were sent out to two regional vendors and the bids were publicly displayed and noticed. Two responses were received and opened on April 25, 2024. A bid tabulation is attached.

FISCAL EFFECT:

The seven-year value of the new contract is approximately $202,314. The new contract is 9.6% higher than the previous seven-year contract of approximately $184,578.

RECOMMENDATION:

Award a contract for solid waste collection services at City Facilities to North Country Disposal of Marquette, Michigan at the unit prices bid, approve the contract and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

Accept an alternate bid or as determined by the City Commission.

ATTACHMENTS:

Description

- Solid Waste Contract
- Facilities- Bid numbers

CITY OF MARQUETTE
SOLID WASTE SERVICES CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2024, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and North Country Disposal (E.R. Disposal, Inc., a Michigan corporation) of 83 Eagle Mills Rd, Negaunee, MI 49866, 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 Request for Proposals, Bidders Proposal, Addenda, Specifications, Notice to Proceed and any additional documentation issued prior to execution of this Agreement as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2

SCOPE OF THE WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary to provide the Solid Waste Services – City Facility Collection 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. Both

workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

CONTRACT TERM

The commencement date of this contract is October 1, 2024, and the completion date of this contract is September 30, 2031.

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 $202,314, bid prices outlined in the Bidders Proposal and approved by the City.

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 national, state and local building codes and laws.
3. All work shall be performed by licensed individuals to perform their said work, as outlined by law.
4. Contractor shall obtain all necessary permits for the work to be completed.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the provision of these services since these are solely the Contractor's responsibility.

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INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for his/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 contract.

Said insurance shall be in minimum limits of at least $5,000,000.00 aggregate 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 10

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 two (2) 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 finish the work by such means as it sees fit.

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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.

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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.

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

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INDEMIFICATION

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

ARTICLE 16

REQUEST FOR PROPOSAL CLARIFYING LANGUAGE

The contract is based on language of the bid. Attachment A will be inserted immediately following the signature page of this contract and contain any language needed to clarify any portions of the proposal that differ from the original Request For Proposals or items that were modified through negotiation.

ARTICLE 17

FEDERAL-AID CONTRACTS

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

1. **Compliance with Regulations**: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

PURCHASING AGENT DESIGNATION AND AUTHOIRTY

Scott Cambensy 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.

The parties have made and executed this Agreement, the day and year first above written.

THE CITY OF MARQUETTE

_____
Sally Davis, Mayor

_____
Kyle Whitney, City Clerk

NORTH COUNTRY DISPOSAL

Ken Ohman
By: KEN OHMAN
Its: PRESIDENT
Address: 93 EAGLE MILLS Rd, 49866
Telephone#: 906-249-4500

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): 06/10/2024

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: Wayne Kevern	
The Gwinn Insurance Agency PO Box 460 Gwinn MI 49841-0460	PHONE (A/C, No, Ext): 906-346-5816	FAX (A/C, No): 906-346-6061
	E-MAIL ADDRESS: wayne@gwinninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Frankenmuth Insurance Company	
INSURED ER Disposal DBA North Country Disposal 83 Eagle Mills Rd Negaunee MI 49866	INSURER B: Colony Insurance Company	
	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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6707093	11/01/2023	11/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6707092	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			6707093	11/01/2023	11/01/2024	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6707091	11/01/2023	11/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Pollution Liability			PP220496	01/08/2024	01/08/2025	Each Occurence Aggregate	1,000,000 1,000,000

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

City of Marquette is an additional insured and all premiums are paid to date.

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

Nicole K. Hartman

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BP24-01 Solid Waste Collection Services - Facilities

Waste Management	Mo/Yr	2024-25		2025-26		2026-27		2027-28		2028-29		2029-30		2030-31		7-yr Total
		Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual	
Presque Isle Park	6	$ 342.00	$ 2,052.00	$ 363.00	$ 2,178.00	$ 407.00	$ 2,442.00	$ 436.00	$ 2,616.00	$ 463.00	$ 2,778.00	$ 492.00	$ 2,952.00	$ 522.00	$ 3,132.00	$ 18,150.00
Tourist Park Campground	6	$ 1,184.00	$ 7,104.00	$ 1,275.00	$ 7,650.00	$ 1,447.00	$ 8,682.00	$ 1,552.00	$ 9,312.00	$ 1,651.00	$ 9,906.00	$ 1,756.00	$ 10,536.00	$ 1,866.00	$ 11,196.00	$ 64,386.00
Park Cemetery	12	$ 59.00	$ 708.00	$ 63.00	$ 756.00	$ 70.00	$ 840.00	$ 75.00	$ 900.00	$ 80.00	$ 960.00	$ 86.00	$ 1,032.00	$ 92.00	$ 1,104.00	$ 6,300.00
City Hall	12	$ 229.00	$ 2,748.00	$ 240.00	$ 2,880.00	$ 264.00	$ 3,168.00	$ 280.00	$ 3,360.00	$ 296.00	$ 3,552.00	$ 313.00	$ 3,756.00	$ 330.00	$ 3,960.00	$ 23,424.00
Municipal Service Center	12	$ 533.00	$ 6,396.00	$ 570.00	$ 6,840.00	$ 630.00	$ 7,560.00	$ 683.00	$ 8,196.00	$ 730.00	$ 8,760.00	$ 779.00	$ 9,348.00	$ 805.00	$ 9,660.00	$ 56,760.00
Lakeview Arena	12	$ 503.00	$ 6,036.00	$ 540.00	$ 6,480.00	$ 600.00	$ 7,200.00	$ 652.00	$ 7,824.00	$ 700.00	$ 8,400.00	$ 749.00	$ 8,988.00	$ 775.00	$ 9,300.00	$ 54,228.00
Fire Station #1	12	$ 59.00	$ 708.00	$ 63.00	$ 756.00	$ 70.00	$ 840.00	$ 75.00	$ 900.00	$ 80.00	$ 960.00	$ 86.00	$ 1,032.00	$ 92.00	$ 1,104.00	$ 6,300.00
Mattson Lower Harbor Park	6	$ 410.00	$ 2,460.00	$ 437.00	$ 2,622.00	$ 495.00	$ 2,970.00	$ 531.00	$ 3,186.00	$ 560.00	$ 3,360.00	$ 592.00	$ 3,552.00	$ 625.00	$ 3,750.00	$ 21,900.00
Wastewater Treatment Plant	12	$ 132.00	$ 1,584.00	$ 141.00	$ 1,692.00	$ 155.00	$ 1,860.00	$ 169.00	$ 2,028.00	$ 179.00	$ 2,148.00	$ 189.00	$ 2,268.00	$ 199.00	$ 2,388.00	$ 13,968.00
		$ 3,451.00	$ 29,796.00	$ 3,692.00	$ 31,854.00	$ 4,138.00	$ 35,562.00	$ 4,453.00	$ 38,322.00	$ 4,739.00	$ 40,824.00	$ 5,042.00	$ 43,464.00	$ 5,306.00	$ 45,594.00	$ 265,416.00

North Country Disposal	Mo/Yr	2024-25		2025-26		2026-27		2027-28		2028-29		2029-30		2030-31		7-yr Total
		Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual	Montly	Annual	
Presque Isle Park	6	$ 205.00	$ 1,230.00	$ 205.00	$ 1,230.00	$ 213.00	$ 1,278.00	$ 225.00	$ 1,350.00	$ 239.00	$ 1,434.00	$ 254.00	$ 1,524.00	$ 254.00	$ 1,524.00	$ 9,570.00
Tourist Park Campground	6	$ 801.00	$ 4,806.00	$ 801.00	$ 4,806.00	$ 825.00	$ 4,950.00	$ 842.00	$ 5,052.00	$ 906.00	$ 5,436.00	$ 971.00	$ 5,826.00	$ 971.00	$ 5,826.00	$ 36,702.00
Park Cemetery	12	$ 121.00	$ 1,452.00	$ 121.00	$ 1,452.00	$ 124.00	$ 1,488.00	$ 146.00	$ 1,752.00	$ 157.00	$ 1,884.00	$ 168.00	$ 2,016.00	$ 168.00	$ 2,016.00	$ 12,060.00
City Hall	12	$ 197.00	$ 2,364.00	$ 197.00	$ 2,364.00	$ 205.00	$ 2,460.00	$ 217.00	$ 2,604.00	$ 237.00	$ 2,844.00	$ 251.00	$ 3,012.00	$ 251.00	$ 3,012.00	$ 18,660.00
Municipal Service Center	12	$ 489.00	$ 5,868.00	$ 489.00	$ 5,868.00	$ 503.00	$ 6,036.00	$ 535.00	$ 6,420.00	$ 561.00	$ 6,732.00	$ 609.00	$ 7,308.00	$ 609.00	$ 7,308.00	$ 45,540.00
Lakeview Arena	12	$ 451.00	$ 5,412.00	$ 451.00	$ 5,412.00	$ 461.00	$ 5,532.00	$ 486.00	$ 5,832.00	$ 519.00	$ 6,228.00	$ 558.00	$ 6,696.00	$ 558.00	$ 6,696.00	$ 41,808.00
Fire Station #1	12	$ 115.00	$ 1,380.00	$ 115.00	$ 1,380.00	$ 119.00	$ 1,428.00	$ 127.00	$ 1,524.00	$ 137.00	$ 1,644.00	$ 139.00	$ 1,668.00	$ 139.00	$ 1,668.00	$ 10,692.00
Mattson Lower Harbor Park	6	$ 306.00	$ 1,836.00	$ 306.00	$ 1,836.00	$ 315.00	$ 1,890.00	$ 331.00	$ 1,986.00	$ 367.00	$ 2,202.00	$ 392.00	$ 2,352.00	$ 392.00	$ 2,352.00	$ 14,454.00
Wastewater Treatment Plant	12	$ 136.00	$ 1,632.00	$ 136.00	$ 1,632.00	$ 141.00	$ 1,692.00	$ 149.00	$ 1,788.00	$ 161.00	$ 1,932.00	$ 173.00	$ 2,076.00	$ 173.00	$ 2,076.00	$ 12,828.00
		$ 2,821.00	$ 25,980.00	$ 2,821.00	$ 25,980.00	$ 2,906.00	$ 26,754.00	$ 3,058.00	$ 28,308.00	$ 3,284.00	$ 30,336.00	$ 3,515.00	$ 32,478.00	$ 3,515.00	$ 32,478.00	$ 202,314.00

Agenda Date: 6/24/2024

Consent Agenda - Roll Call Vote
Contract Award for BP 24-02 Solid Waste Collection Services - Special Collections

BACKGROUND:

The current contract for solid waste collection services expires on September 30, 2024. A notable change from the previous solid waste bid pack is that the sections on annual hauling of Christmas trees from a drop off site, and large or bulky item collection have been removed. This solid waste bid pack is one of three main service areas that include Residential Curbside Collection, Municipal Facility Collection, and Special Collections. The term of the contract will be October 1, 2024, through September 30, 2031.

BP 24-02 Solid Waste Collection Services – Special Collections focused on bid requests for pricing on seasonal rubbish collection from a city drop off site. The annual hauling of Christmas trees from a drop off site is handled in house, and large or bulky item collection has other private hauler options available to supplement the drop off options.

Bid packages were sent out to two regional vendors and the bids were publicly displayed and noticed. Two responses were received and opened on April 25, 2024. A bid tabulation is attached.

FISCAL EFFECT:

Hauling rubbish drop off containers is included in the monthly residential fee. The seven-year value of the contract is approximately $440,000 and is covered by the monthly residential service fee.

RECOMMENDATION:

Award a contract for hauling rubbish drop off containers to North Country Disposal of Marquette, Michigan at the unit prices bid, approve the contract and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

Accept an alternate bid or as determined by the City Commission.

ATTACHMENTS:

Description

- Solid Waste Contract
- Special Collections Bid

CITY OF MARQUETTE
SOLID WASTE SERVICES CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2024, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and North Country Disposal (E.R. Disposal, Inc., a Michigan corporation) of 83 Eagle Mills Rd, Negaunee, MI 49866, 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 Request for Proposals, Bidders Proposal, Addenda, Specifications, Notice to Proceed and any additional documentation issued prior to execution of this Agreement as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2

SCOPE OF THE WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary to provide the Solid Waste Services – Special Collections 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. Both

workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

CONTRACT TERM

The commencement date of this contract is October 1, 2024, and the completion date of this contract is September 30, 2031.

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 $440,000, bid prices outlined in the Bidders Proposal and approved by the City.

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 national, state and local building codes and laws.
3. All work shall be performed by licensed individuals to perform their said work, as outlined by law.
4. Contractor shall obtain all necessary permits for the work to be completed.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the provision of these services since these are solely the Contractor's responsibility.

ARTICLE 9

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for his/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 contract.

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ARTICLE 11

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 12

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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.

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ARTICLE 14

BINDING AGREEMENT

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

ARTICLE 15

INDEMIFICATION

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

ARTICLE 16

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FEDERAL-AID CONTRACTS

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1. **Compliance with Regulations**: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

PURCHASING AGENT DESIGNATION AND AUTHOIRTY

Scott Cambensy 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.

The parties have made and executed this Agreement, the day and year first above written.

THE CITY OF MARQUETTE

_____
Sally Davis, Mayor

_____
Kyle Whitney, City Clerk

NORTH COUNTRY DISPOSAL

Ken Ohman
By: KEN OHMAN
Its: PRESIDENT
Address: 83 EAGLE MILLS, 49836
Telephone#: 906-249-4500

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): 06/10/2024

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: Wayne Kevern
The Gwinn Insurance Agency PO Box 460 Gwinn MI 49841-0460	PHONE (A/C, No, Ext): 906-346-5816 FAX (A/C, No): 906-346-6061 E-MAIL ADDRESS: wayne@gwinninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Frankenmuth Insurance Company	
INSURER B: Colony Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: ER Disposal DBA
North Country Disposal
83 Eagle Mills Rd
Negaunee MI 49866

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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6707093	11/01/2023	11/01/2024	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6707092	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			6707093	11/01/2023	11/01/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6707091	11/01/2023	11/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
B	Pollution Liability			PP220496	01/08/2024	01/08/2025	Each Occurence Aggregate	1,000,000 1,000,000

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

City of Marquette is an additional insured and all premiums are paid to date.

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

Nicole K. Hartfarmer

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BP24-02 Solid Waste Collection Services - Special Collections

		2024-25		2025-26		2026-27		2027-28		2028-29		2029-30		2030-31		
	Pull/Yr	Per Pull	Annual Est.	Per Pull	Annual Est.	Per Pull	Annual Est.	Per Pull	Annual Est.	Per Pull	Annual Est.	Per Pull	Annual Est.	Monthly	Annual Est.	7-yr Total
Waste Management	320	$ 172.00	$ 55,040.00	$ 180.60	$ 57,792.00	$ 189.63	$ 60,681.60	$ 199.11	$ 63,715.20	$ 209.07	$ 66,902.40	$ 219.52	$ 70,246.40	$ 230.49	$ 73,756.80	**$448,134.40**
North Country Disposal	320	$ 181.00	$ 57,920.00	$ 189.00	$ 60,480.00	$ 191.00	$ 61,120.00	$ 199.00	$ 63,680.00	$ 199.00	$ 63,680.00	$ 205.00	$ 65,600.00	$ 211.00	$ 67,520.00	**$440,000.00**

Agenda Date: 6/24/2024

Consent Agenda - Roll Call Vote
License to Use a Portion of the Michigan Street Right-of-Way Adjacent to 424 N. Third Street

BACKGROUND:

Blackrocks Real Estate, LLC has submitted an application to use a small portion of the Michigan Street right-of-way adjacent to the Blackrocks Taphouse at 424 N. Third Street for the placement of an elevate power outlet for licensed mobile vending units/food trucks to use for powering their kitchens instead of running a generator for power as they have been doing. All relevant City and Downtown Development Authority staff have approved the request and the applicant had signed the contract prepared for this request by the City Attorney.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the request, and authorize the Mayor and Clerk to sign the License.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Grant of License signed by Applicant_05-PRU-06-24
- Application_Exhibit_Staff Review_05-PRU-06-24

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and Blackrocks Real Estate, LLC of 950 W. Washington Street, Marquette, MI 49855, ("Blackrocks") licensee, enter into this agreement on _____, 2024, subject to the following conditions:

1. Background. The City owns the West Michigan Street public right of way, in the City of Marquette, and State of Michigan.
   Blackrocks desires to construct a power box ("Power Box"), on the real estate and to the specifications set forth in Exhibit A.
2. Grant of the license. In consideration of $445.00, the City grants to Blackrocks the right to construct the Power Box on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. Blackrocks shall construct, and at all times while this License is in effect, maintain the Power Box in good repair. Blackrocks shall be responsible for all fees and expenses related to the construction and maintenance of the Power Box and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Power Box except as may be necessary to install, repair, remove or replace utilities. In the event the City repairs, removes or replaces utilities, Blackrocks shall be responsible for any removal of, repair to or replacement of the Power Box in connection with utility work. Blackrocks shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's public right of way.
5. Reimbursement for damages. Blackrocks shall reimburse the City for any physical damages to the City's public right of way caused by Blackrocks' use on the real estate. Blackrocks, and any successor or assign shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to Blackrocks' use. Blackrocks' obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. Blackrocks reserves the right to control the defense and settlement of any claim for which Blackrocks has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 90 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, Blackrocks shall remove the Power Box from the real estate, at its own expense. Blackrocks shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to Blackrocks, and terminate upon the transfer of ownership of Blackrocks' premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

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

CITY OF MARQUETTE

_____
By: Sally Davis
Its: Mayor

_____
By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2024, by Sally Davis, Mayor and Kyle Whitney, Clerk, of the City of Marquette, a Michigan municipal corporation.

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

BLACKROCKS REAL ESTATE, LLC

_____
By: ANDY LANGLOIS
Its: CO-OWNER

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on June 13, 2024, by Andy Langlois, Co-Owner of Blackrocks Real Estate, LLC.

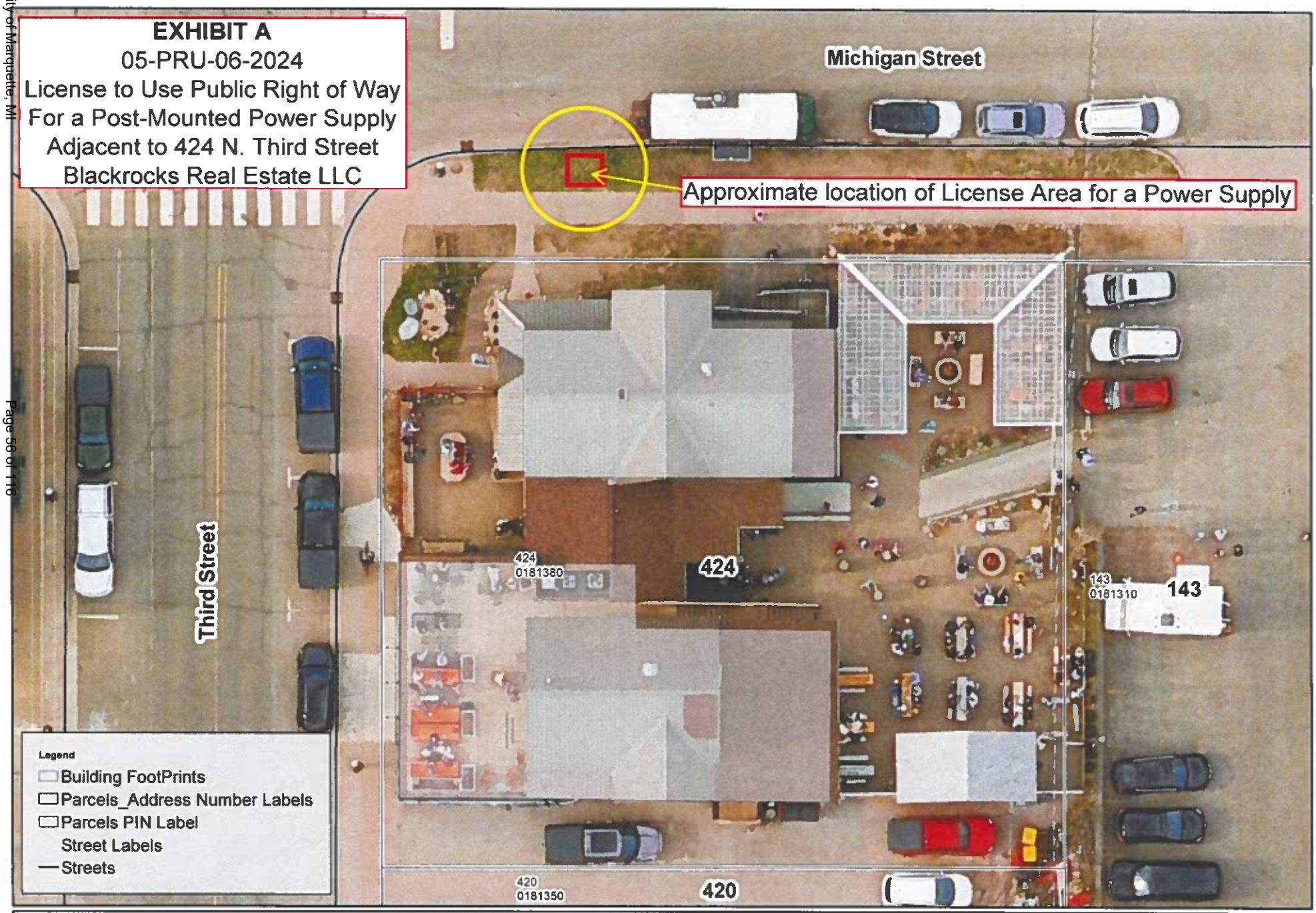
_____
Ann M Cook, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 11-22-24
Acting in the County of Marquette

ANN M. COOK
Notary public, Marquette County, Michigan
My commission expires November 22, 2024.

EXHIBIT A

05-PRU-06-2024

License to Use Public Right of Way
For a Post-Mounted Power Supply
Adjacent to 424 N. Third Street
Blackrocks Real Estate LLC



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

W E S

1 inch = 20 feet

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

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

CITY STAFF USE

Date Submitted: 5-07-24 Parcel ID#: 0181380 File #: 05-PRU-06-24

Property Address/Location: 424 N. Third Street

Adequate Legal Description Submitted: (Y)/ N Anticipated Hearing Date:

rec # 830594 ck # 506 for 425 +120cash 5-10-24

FEE ~~$425~~ 445 (We can only accept Cash or Check (written to the City of Marquette))

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS!

APPLICANT CONTACT INFORMATION

APPLICANT

Name: Andy Langlois/David Manson

Address: 950 W. Washington

City, State, Zip: Marquette, MI 49855

Phone #: 906-869-4966

Fax #:

Email: andy@blackrocksbrewery.com

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

PROPERTY OWNER - APPLICANT

Name: Blackrocks Real Estate LLC

Address:

City, State, Zip:

Phone #:

Fax #:

Email:

****APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING****

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

424 ~~420~~ N. Third Street/location for license is on Michigan Ave.

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

During hours of operation, food truck(s) currently park on Michigan Ave. to serve patrons of Blackrocks Pub. The proposed power box will eliminate the need for food trucks to use gas generators for their power needs. This power box will eliminate a noise and odor source at the Third Street/ Michigan corner.

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

Attachments: Ariel photo/Legal description

LEGAL DESCRIPTION

Legal description of the license/easement area:

See attachments and Exhibit A

SIGNATURE

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

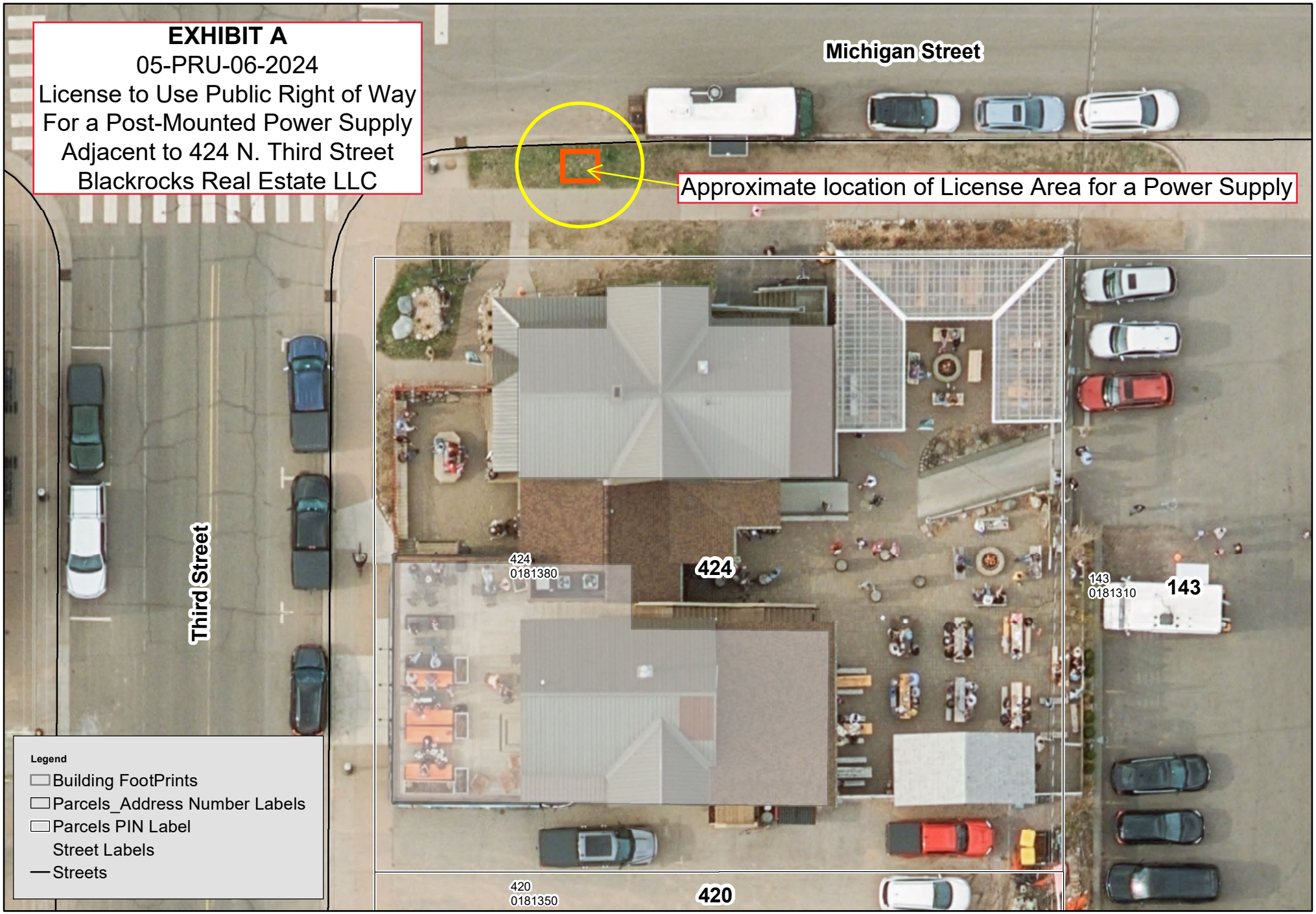
Signature: _____ Date: 3-10-24

Burdened Parcel
A portion of the Michigan Street right-of-way, lying north of Lot 24, Block 8 in the John Burt's Addition to the Village of Marquette which is under the jurisdiction of the City of Marquette.

Benefited Parcel
Lot 24, Block 8 of the John Burt's Addition to the Village of Marquette and adjoining parcels in Block 8 currently owned by Blackrocks Real Estate L.L.C.

Easement Description
An Easement for the installation, maintenance, and use of underground power and electrical lines and an above ground power post located and situate in the road right-of-way of Michigan Street, lying north of Lot 24, Block 8 in John Burt's Addition to the Village of Marquette which is recorded in Liber C of Deeds Page 445, and now in Liber 12 of Plats, Page 4B, Marquette County Records more particularly described as: Commencing at the Northwest corner of said Lot 24, which is a found 5/8" capped survey iron, thence along the North lot line of said Lot 24 which is also the South right-of-way line of Michigan Street, S89°39'37"E, 28.00 feet to the Point of Beginning for said Easement; thence continuing along said North lot line / South right-of-way line, S89°39'37"E, 6.00 feet, thence N00°20'23"E, 17.00 feet; thence N89°39'37"W, 6.00 feet; thence S00°20'23"W, 17.00 feet to the Point of Beginning. Said Easement contains 102 Sq. Ft. and is subject to any easements, conditions, reservations, exceptions and restrictions as may be contained in the recorded chain of title.

Legal Description written by:
Neil J. Lynch P.S.
P.S. 4001041918



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

N
W E
S

1 inch = 20 feet

Agenda Date: 6/24/2024

Consent Agenda - Roll Call Vote
Marquette Gridiron Club Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of the Marquette Gridiron Club recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct their first fundraising raffle between July 15 and August 28, 2024, and the Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the general dates of the first proposed raffles, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:

None to the City.

RECOMMENDATION:

Adopt the resolution recognizing the Marquette Gridiron Club as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Resolution

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

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from The Marquette Gridiron Club of Marquette,
NAME OF ORGANIZATION — CITY

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

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

gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

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

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

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application

BSL-CG-1153(R6/09)

Agenda Date: 6/24/2024

New Business
Hemlock Park Site Condominium Subdivision

BACKGROUND:

On June 4, 2024, the Planning Commission conducted an administrative review and site plan review of a proposal to create a Site Condominium Subdivision to be called Hemlock Park, which is proposed to have 26 units located at 3100 Highway M-553.

The Land Development Code specifies a two-step review process - the Planning Commission first reviews the site condominium proposal and provides a recommendation to the City Commission. The Planning Commission made the following motion after consideration of the proposal as documented in application materials, a staff report, site plans, and other related materials, and dialogue with the applicant:

> *It was moved by C. Gottlieb, seconded by K. Clegg and carried 9-0, that after review of the site plan and the supplemental documentation dated 04-26-24, and the Staff Report for 10-SPR-06-24 & 01-CSD-06-24, the Planning Commission finds substantial compliance with the City of Marquette Land Development Code Section 54.1405 and Section 54.503 and hereby recommends that the City Commission approve 10-SPR-06-24 & 01-CSD-06-24 with the following condition - that an amended plan is submitted to meet staff comments.*

Approval of the condominium and site condominium by the City Commission or City staff, shall confer upon the developer the right to proceed with preparation of a condominium master deed. Copies of the draft master deed and/or restrictive covenants shall be provided to the Zoning Administrator for review by the City to determine compliance with City ordinances and standards prior to final approval of the condominium or site condominium or as a condition of final approval. Within one year of the completion of development project the developer shall furnish the Zoning Administrator with two (2) copies of an “as built survey”. The “as built survey” shall be reviewed by the City Engineer and/or the Zoning Administrator to verify compliance with City ordinances and standards.

FISCAL EFFECT:

None.

RECOMMENDATION:

Concur with the Planning Commission and approve the Condominium Site Development proposal.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- PC Case File 01-CSD-06-24_Hemlock Park CSD
- PC Minutes

CITY OF MARQUETTE
PLANNING AND ZONING
1100 WRIGHT ST
MARQUETTE, MI 49855
(906) 228-0425
www.marquettemi.gov

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: May 29, 2024
SUBJECT: **10-SPR-06-24 & 01-CSD-06-24 – Hemlock Park Site Condominiums (PIN: 0515951, 0515952, 0515953, 0515956, 0515957)**

Staff has reviewed the proposed site condominium subdivision to be called Hemlock Park which is proposed to have 26 units located at 3102, 3120, 3131,3140, 3161 S. McClellan Avenue, and has provided comments regarding the plan.

Please see the attached Staff Report for more specific information regarding the application.

The Land Development Code specifies a two-step review process. The Planning Commission will review the site condominium proposal and provide a recommendation to the City Commission. Then the City Commission will review it.

Recommended Action:

The Planning Commission should review the site plan and support information provided in this packet and determine whether or not the site condominium subdivision to be called Hemlock Park which is proposed to have 26 units located at 3102, 3120, 3131,3140, 3161 S. McClellan Avenue is in compliance with the City of Marquette Land Development Code, more specifically, the Site Plan Review Standards in Section 54.1402(E) and Condominium Developments Section 54.503.

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

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

After review of the site plan and the supplemental documentation dated 04-26-24, and the Staff Report for 10-SPR-06-24 & 01-CSD-06-24, the Planning Commission (finds/does not find) substantial compliance with the City of Marquette Land Development Code Section 54.1405 and Section 54.503 and hereby recommends that the City Commission (approve / deny) 10-SPR-06-24 & 01-CSD-06-24 (as presented / for the following reasons / with the following conditions).

Staff recommends the following condition of approval - that an amended plan is submitted to meet staff comments.

STAFF FILE REVIEW/ANALYSIS

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

File #: 01-CSD-06-24 (also 10-SPR-06-24)

Date: May 29, 2024

Project/Application: Veridea Group, LCC is requesting a site condominium subdivision to be called Hemlock Park and is proposed to have 26 units. Please note, on April 24, 2024, a combination request and land division application has been conditionally approved for the proposed parcels as shown in the survey page of the site plan set.

Location: 3102, 3120, 3131,3140, 3161 S. McClellan Avenue.

Parcel ID: 0515951, 0515952, 0515953, 0515956, 0515957

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

Current Zoning: M-U – Mixed-Use

Surrounding Zoning:
North: MFR – Multiple Family Residential
South: CR – Conservation & Recreation & M-U – Mixed-Use
East: LDR– Low Density Residential & CR – Conservation & Recreation
West: M-U – Mixed-Use

Year Built: Vacant parcels, however, street and utility construction are currently underway.

Sales: The owner bought the property on January 11, 2019.

Zoning District and Standards:

Section 54.311 M-U, Mixed-Use District

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Adult Foster Care, Small Group Home • Child Care Center or Day Care Center • Child or Day Care, Family Home • Drive-Through Uses • Dwelling, Accessory Unit • Dwelling, Live/Work • Dwelling, Multiple-Family • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached	• Accessory Use, Non-Single Family Residential Lots • Bar • Bed and Breakfast • Bed and Breakfast Inn • Child or Day Care, Group Home • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Halfway House • Homeless Shelter

• Dwelling, Two-Family (Duplex) • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or Uses • Office, Medical • Office, Professional • Outdoor Entertainment and Community Events (Temporary) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Retail Business, Indoor • Retail Sales, Outdoor Temporary • Service Establishment • Veterinary Clinic (Domestic Animals Only)	• Hospital • Hospital Hospitality House • Hostel • Hotel or Motel • Manufacturing, Light • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Alcoholic Beverage Service • Recreational Use, Public • Rooming House • School, Primary or Secondary • School, University • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	4,800 (C), (E)	*Front Yard (ft.)*	0 (E), *(F), (G)*
Min. Lot Width (ft.)	40 (D), (E)	*Side Yard (one) (ft.)*	5 *(I)*, *(L), (N)*
Max. Impervious Surface Coverage (%)	*(S or T)*	*Side Yard (total of 2) (ft.)*	13 *(I)*, *(L), (N)*
Max. Building Height of Primary Building (ft.) (Q)	44 *(N)*	*Rear Yard (ft.)*	20 *(J)*, *(L), (N)*
Max. Building Height of Accessory Building	*(L)*	*Required Buffer & Greenbelt*	*(U)*
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

Definitions:

- **Condominium, Site**: A condominium project established in conformance with the Condominium Act, and in which each condominium unit is for single-family use and the building or buildings (which could include a detached garage or shed) located on each condominium unit is completely detached from the building(s) located on other condominium units. Additionally, no part of any building located on a unit, land upon which the building sits, or airspace above the building may be defined as a common element of the condominium project.
- **Condominium Subdivision Plan**: A plan meeting the requirements of Section 66 of the Condominium Act, which shall consist of: site, survey and utility plans; floor plans; and Sections, as appropriate showing the existing and proposed structures and improvements including the location thereof on the land. The condominium subdivision plan shall show the size, location, area, vertical boundaries and volume for each unit comprised of enclosed air space. A number shall be assigned to each condominium unit. The condominium subdivision plan shall include the

nature, location and approximate size of common elements. The condominium subdivision plan shall also include the adopted site plan and/or Exhibit B as required by the Condominium Act.

Relationship to Section 54.503 Condominium Developments Standards (Staff Comments in *ITALIC and PURPLE Colored Text*):

Section 54.503 Condominium Developments

(A) Intent and Application. The following regulations shall apply to all condominium and site condominium developments within the City of Marquette.

(B) Site Condominiums. Pursuant to authority conferred by Section 241 (Law, Ordinance, or Regulation of Local Unit of Government) of the Condominium Act, as amended, all site condominiums must be approved by the City Commission following review and recommendation for approval by the Planning Commission. In determining whether to recommend a site condominium for approval to the City Commission, the Planning Commission shall consult with and receive a written response from the Planning Director, City Attorney, City Engineer, and Zoning Administrator regarding the adequacy of the master deed, deed restrictions, utility systems and street, development layout and design and compliance with all requirements of the Condominium Act and the Land Development Code.

This staff report with attachments shall be the written response. If this is approved by the City Commission, then City staff will be reviewing the draft master deed, deed restrictions, etc. All other items are being reviewed through this step of the process.

(C) Condominiums. Pursuant to authority conferred by Section 241 (Law, Ordinance, or Regulation of Local Unit of Government) of the Condominium Act, as amended, all condominiums must be approved by City Staff through an administrative site plan review as outlined in this section. The Planning Director, City Attorney, and Zoning Administrator will review the condominium regarding the adequacy of the master deed, deed restrictions, interior development layout and design, and compliance with all requirements of this Condominium Act and the Land Development Code.

N/A.

(D) Initial Information. Concurrently with notice required to be given to the City of Marquette pursuant to Section 171 (Notice of Proposed Action) of Condominium Act, as amended, the condominium subdivision plan for each condominium and site condominium project shall be prepared by a licensed architect, licensed professional surveyor, or licensed professional engineer and shall bear the signature and seal of the licensed architect, licensed professional surveyor, or licensed professional engineer. In addition to any information required by the Condominium Act or Department of Licensing and Regulatory Affairs (LARA) Administrative Rules 559.010-559-903, each condominium and site condominium subdivision plan must include the following information:

(1) The name, address, telephone number, and email address of:

(a) All persons, firms or corporation with an ownership interest in the land on which the condominium development will be located together with a description of the nature of each entity's interest (for example, fee owner, optionee, or land contract vendee).

(b) All engineers, attorneys, architects or registered land surveyors associated with the project.

(c) The developer or proprietor of the condominium development.

(2) A cover sheet. The cover sheet shall list all documents included in the condominium subdivision plan and contain a notice that reads substantially as follows: "This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs."

(3) A survey plan, including the legal description of the land on which the condominium project will be developed together with appropriate tax identification numbers. The survey plan shall be signed and sealed by the licensed professional surveyor preparing the boundary survey for the condominium project.

(4) A floodplain plan, if the condominium lies within or abuts a floodplain area.

(5) A site plan (See *Section 54.1402(C)*).

(6) A utility plan, including a description of the water and sewer service.

(7) Floor plans.

(8) The size, location, area, and horizontal boundaries of each condominium unit and the acreage content of the land on which the condominium development will be developed.

(9) A number assigned to each condominium unit.

(10) The vertical boundaries and volume for each unit comprised of enclosed air space.

(11) Building sections showing the existing and proposed structures and improvements including their location on the land. Any proposed structure or improvement shall be labeled either "must be built" or "need not be built". To the extent that a developer is contractually obligated to deliver utility conduits, buildings, sidewalks, driveways, landscaping, and an access road, the same shall be shown and designated as "must be built", but the obligation to deliver such items exists whether or not they are so shown and designated.

(12) The nature, location, and approximate size of the common elements.

(13) Other information deemed necessary by the Zoning Administrator.

These have been determined to have been provided for those items that are applicable. Please see applicant's response to the zoning comment regarding proposed common elements.

(E) Site Plans for New Projects. Prior to recording of the master deed required by Section 72 (Establishment of Condominium Project) of the Condominium Act, as amended, the condominium and site condominium development shall undergo site

plan review and approval pursuant to the requirements of *Section 54.1402* of this Ordinance. In addition, the City shall require appropriate engineering plans and inspections prior to the issuance of any certificates of occupancy. All condominium and site condominium projects are subject to the zoning requirements of their respective zoning districts and this Ordinance.

A site plan has been submitted and this section shall be met.

(F) Plans for Expandable or Convertible Projects. Prior to expansion or conversion of a condominium or site condominium development to additional land, the new phase of the project shall undergo site plan review and approval pursuant to *Section 54.1402* of this Ordinance and this *Section 54.503*. The conversion of any development to condominium form of ownership shall require all standards and requirements of this Ordinance regarding condominiums to be met.

N/A.

(G) Design and Engineering Standards and Required Improvements for Site Condominium Developments. The design and engineering standards for site condominium developments, as well as required improvements for site condominium developments, shall be the same as those required for subdivisions in *Section 54.501(E)*.

(a) Exception: If there are no other public streets within 1,500 feet of the nearest site condominium parcel line, then the site condominium parcel can have private road frontage and any of the street development standards do not have to be met in Section 54.501(E) (1), (2), (6), (7), and (8) items. The standards in Section 54.501(E) (3), (4), and (5) do have to be met, however any reference to "street" will be replaced with "private road".

This is being met, and street and utility construction is currently underway.

(H) Approval and Submittal requirements for Master Deed, Restrictive Covenants, "As Built" Survey and Site Plan, and Association Bylaws to be Furnished.

(1) Approval of the condominium and site condominium by the City Commission or City Staff, shall confer upon the developer the right to proceed with preparation of a condominium master deed. The master deed and/or restrictive covenants of the condominium and site condominiums shall include any required standards of this Ordinance.

(2) Copies of the draft master deed and/or restrictive covenants shall be provided to the Zoning Administrator for review by the City to determine compliance with City ordinances and standards prior to final approval of the condominium or site condominium or as a condition of final approval. Once the review is complete and the City gives its final approval, the Master Deed shall be recorded in the office of the Marquette County Register of Deeds.

(3) Within 1 year of the final approval by the City, the developer shall furnish the

Zoning Administrator with the following upon their completion: one (1) copy of the recorded master deed, one (1) copy of all restrictive covenants, and one (1) copy of the condominium owner's association bylaws. Within 1 year of the completion of development project the developer shall furnish the Zoning Administrator with two (2) copies of an "as built survey". The "as built survey" shall be reviewed by the City Engineer and/or the Zoning Administrator to verify compliance with City ordinances and standards Once the City verifies that the "as built survey" is in compliance with City ordinance and standards, the proprietor shall furnish to the City a copy of the site plan on 24 inch by 36 inch sheets and in a digital format acceptable to the City. As-built plans are required pursuant to *Section 54.1402(L)*.

If the site condominium is approved by the City Commission, then this section must be met.

(I) Monuments Required. All site condominium developments which consist in whole or in part of condominium units which are building sites, mobile home sites, or recreational sites shall be marked with monuments, which shall be set in accordance with Michigan Public Act 288 of 1967, as amended (the Land Division Act), and the rules of the State of Michigan. If any monument or unit marker is removed during construction the responsible party shall secure the services of a professional surveyor to replace the monument or unit marker.

If the site condominium is approved by the City Commission, then this section must be met.

(J) Compliance with Federal, State, and Local Law. All condominium and site condominium development shall comply with Federal and State statues and local ordinances, including the Condominium Act and the Department of Licensing and Regulatory Affairs (LARA) Administrative Rules 559.010-559-903.

If the site condominium is approved by the City Commission, then this section must be met.

(K) Subdivision of Site Condominium Units and Condominium Units. A site condominium unit or condominium unit shall not be subdivided unless the approved site plan and master deed expressly permit it. The subdivision of a site condominium unit or condominium unit must follow the procedures stated in the Condominium Act, as amended. If the approved site plan and master deed do not expressly permit a site condominium unit or condominium unit to be subdivided, a proposed subdivision of a site condominium unit or condominium unit shall undergo site plan review and approval pursuant to the requirements of *Section 54.1402* of this Ordinance. All subdivisions of individual site condominium units shall conform to the requirements of this Ordinance for minimum lot/unit width, lot/unit area, and building setback requirements, for the zoning district in which the site condominium project is located, and these requirements shall be made part of the bylaws and recorded as part of the master deed. All subdivisions of individual condominium units shall conform to the requirements of this Ordinance for allowable number of units in a structure for the zoning district in which the condominium project is

located, and these requirements shall be made part of the bylaws and recorded as part of the master deed.

Per the applicant's response to Zoning General Comment #2, there is no plan to allow for the subdivision of the site condominium units.

(L) Encroachment Prohibited. Encroachment of one site condominium unit upon another, as described in Section 40 of the Condominium Act, shall be prohibited by the condominium bylaws and recorded as part of the master deed.

If the site condominium is approved by the City Commission, then this section must be met.

(M) Relocation of Boundaries. The relocation of boundaries, as described in Section 48 of the Condominium Act, shall conform to all setback requirements of this Ordinance for the district in which the project is located, shall be approved by the Zoning Administrator, and this requirement shall be made part of the bylaws and recorded as part of the master deed.

If the site condominium is approved by the City Commission, then this section must be met.

(N) Performance Guarantee. The Zoning Administrator may allow occupancy of the condominium and site condominium development before all improvements required by this Ordinance are installed provided that cash, a certified check, or an irrevocable bank letter of credit is submitted sufficient in amount and type to provide for the installation of improvements before the expiration of the temporary occupancy permit without expense to the City. The expiration date of a temporary occupancy permit shall be as determined by the Planning Director upon issuance of the permit.

If the applicant requests to have occupancy prior to installing all of the required improvements, then section must be met at that time.

Relationship to Site Plan Review Standards (Staff Comments in *ITALIC and PURPLE Colored Text*):

Per Section 54.1402(E) of the Land Development Code, "Site Plan Review Standards. In addition to the development standards of this Ordinance as well as the underlying zoning district, each site plan shall be designed to ensure that":

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

The proposed site plan is for 26 site condominium units that will have access on a proposed public street.

(2) Safe and Efficient Traffic Operations. Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site shall be provided. Drives, streets, and other elements such as walkways shall be designed to promote safe and efficient traffic operations within the site and at its access points.

Street and utility construction is currently underway.

(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.

Street and utility construction is currently underway.

(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.

Sheet C300 is the overall grading plan. The proposal will not impact the wetlands.

(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.

City Engineering staff have reviewed the plans for storm water management and the proposal meets this requirement.

(6) Emergency Vehicle Access. All buildings or groups of buildings shall be arranged so as to permit emergency vehicle access as required by the Fire Department and Police Department.

The Police and Fire Department have reviewed the plans and have no comment regarding vehicle access.

(7) Outdoor Storage and Loading and Unloading Areas. All outside storage areas, including refuse storage stations, shall be screened from the view of the street

and/or adjacent residentially zoned properties. All loading and unloading areas shall be reasonably screened for residentially zoned properties.

N/A.

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

N/A.

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

N/A.

(10) Nuisances. No noise, vibration, dust, fumes, or other nuisance shall leave the property in a manner that affects the surrounding area.

It is not anticipated that this development will be a nuisance to surrounding properties.

(11) City of Marquette Engineering Design and Construction Standards. The site plan must comply with the City of Marquette Engineering Design and Construction Standards.

N/A.

Attachments:

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

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

CITY OF MARQUETTE
SITE PLAN REVIEW APPLICATION

0515952, 0515953
0515956, 0515957

CITY STAFF USE 10-SPR-06-24

Parcel ID #: 0515951 File #: 01-CSP-06-24

Receipt/Inv #: 830583 Check #: 9842 Received by and date: 5-7-24

Site Plan Sheet Set (PC Review - 6 copies/Admin Review – 3 copies) Submitted: Y/N Digital Copy: Y/N

If applicable - Hearing Date:_____ Notice Date:_____ Application complete (checklist, etc): Y / N

Does the site plan meet the required items: Y / N

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

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

FEE SCHEDULE (We can only accept Cash or Check (written to the City of Marquette))

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

☐ Sketch Plan	$945
☐ Preliminary SPR	$1,875
☐ Administrative Review (CDRT review)	$2,060
☐ Administrative Review (Non-CDRT review)	$1,080
☐ Planning Commission Review	$2,350

Revised Site Plan (Developer Initiated)

☐ Administrative Review (CDRT)	$1,550
☐ Administrative Review (Non-CDRT review)	$1,050
☐ Planning Commission Review	$1,790

Site Condominium

☑ Site Condominium Review	$2,035
☐ Revised (Developer Initiated)	$985

Plats/Subdivision

☐ Preliminary	$2,035
☐ Final	$2,035
☐ Revised	$985

☐ Site Plan Review fee is included in the Special Land Use Permit or Planned Unit Development application fees

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

Planning Commission page for filing deadline and meeting schedule
Excerpts from the City Land Development Code

- Section 54.1402 Site Plan Review (this is attached to the application).
- Section 54.1401 Zoning Permits and Zoning Compliance Review.
- If you are applying for a Site Condominium/Plat/Subdivision, please review Article 5.

STORMWATER

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

$242

PRE-APPLICATION CONFERENCE

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

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name Veridea Group, LLC
Address 857 W. Washington St
City, State, Zip Marquette, MI 49855
Phone # 906-228-3900
Email

APPLICANT/OWNER'S REPRESENTATIVE

Name Veridea Group, LLC
Address 857 W. Washington St
City, State, Zip Marquette, MI. 49855
Phone # 906-228-3900
Email bcody@verideagroup.com

ARCHITECT

Name N/A
Address
City, State, Zip
Phone #
Email

ENGINEER

Name raSmith
Address 16745 W. Bluemound Rd.
City, State, Zip Brookfield, WI 53005
Phone # 262-317-3259
Email ryan.lancour@rasmith.com

SURVEYOR

Name TriMedia
Address 830 W. Washington St.
City, State, Zip Marquette, MI. 49855
Phone # 906-228-5125
Email hello@trimediaee.com

Ex. 3102, 3120, 3140, 3131, 3161

PROPERTY INFORMATION

0515952, 0515953, 0515956, 0515957

Property Address: To be determined	**Property Identification Number:** 0515951
Size of property (frontage / depth / sq. ft. or acres): 23.630 acres	
Zoning District: MU	**Current Land Use:** Vacant

Surrounding Zoning Districts:

- **North -** MFR
- **East -** CR/LDR
- **South -** CR
- **West -** MU

Surrounding Land Use:

- **North -** Single Family
- **East -** Single Family Residential
- **South -** Vacant
- **West -** Vacant

DESCRIPTION OF PROJECT

Proposed use(s): Residential Development of 26 single family lots in a HOA condo association.

Proposed structures (including stairs) and dimensions, building style, and materials:
Vacant lots and public streets.

Proposed site improvements:
Utilities stub to ROW. Front yard grading on lot.

Proposed phases and timelines for work:
Summer 2024.

Ultimate ownership: HOA/ Individual lot owners and HOA for Common Areas.

SIGNATURE

I hereby certify the following:

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

Applicant Signature: Brittany Cody Date: 5/6/2024

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

Property Owner Signature: D. Mahaney Date: May 6 2024

Project Name: Hemlock Park Site Condo File #: 01-CSD-06-24

Parcel #: 0515951, 0515952, 0515953, 0515956, 0515957

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

	Site Plan Information Required (See Figure 52 in LDC)	APPLICANT	
		Location in site plan	N/A attach reason
1	The applicant's name.	C000	
2	Name of the development.	C000	
3	The preparer's name and professional seal of architect, engineer, or landscape architect indicating license in the State of Michigan.	C000,100,200	
4	Small scale location sketch of sufficient size and scale. (SKETCH PLAN ONLY)	C000	
5	A survey of the property, sealed by a surveyor licensed in the State of Michigan.	C100	
6	Date of preparation and any revisions.	All	
7	North arrow.	All	
8	Complete and current legal description and size of property in acres.	C100	
9	Property lines and dimensions drawn to scale.	C200	
10	Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the site.		X
11	Lot lines and all structures on the property and within 100 feet of the site's property lines.		X
12	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).	C101	
13	Boundary of any Riparian Overlay Districts, per *Section 54.320(E).* Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per *Section 54.806*	C101	
14	Any existing private or public easements	C101	
15	Location of any access points on both sides of the street within 100 feet of the site along streets where access to the site is proposed.		X
16	Locations of existing utilities.	C101	
17	Existing topography at a minimum of two (2) foot contour intervals.	C101	
18	Building footprints, setbacks, and elevations showing height for all proposed structures with the acreage allotted to each use. See *Article 3*, *Article 4*, and *Article 7*.	C200	
19	Floor area and ground coverage ratios. See *Article 3* and *Article 4*.		X
20	Schematic storm water management plan, including elements stated below for Final Site Plan requirements, as needed to show intended compliance with the requirements of the Land Development Code. **(Preliminary Site Plan submittal only)**		X
21	Proposed topography with a site grading plan with topography at a maximum of two (2) foot contour intervals.	C300	
22	Boundary of any Riparian Overlay Districts, per *Section 54.320(E).* Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per *Section 54.806*	C101	

		APPLICANT	
		Location in site plan	N/A attach reason
23	Location and method of screening for all waste dumpsters. See *Section 54.1003(F)*.		X
24	Location and dimensions of parking spaces. See *Article 9*.		X
25	General landscaping design concept acceptable to the Zoning Administrator. (**SKETCH PLAN ONLY**)		X
26	A landscaping plan indicating proposed plant locations with common plant name, number, and size at installation. Berms, retaining walls or fences shall be shown with elevations from the surrounding average grade. See *Article 10*		X
27	Details of exterior lighting including locations, height, and method of shielding. See *Section 54.802*.		X
28	The location of all permanent or temporary signs, existing or proposed, including their area, size, height, illumination, and the type of construction. See *Article 11*.		X
29	Locations of utility services (with sizes) and storm water management elements, including, storm drainage, retention or detention ponds and/or swales, rain gardens, riparian buffer vegetative strips, per *Section 54.803*. Any proposed public or private easements.	C404-408	
30	Fire hydrant number and placement or other water supply, and standpipe connection type; Fire dept. connection location; Alarm panel location; Fire dept. access details.	C401-C402	
31	If the application is related to property scheduled for phased development, the proposed layout for the total projected development shall be indicated, and the projected scope and time period shall be estimated for each additional phase. The phasing plan must be acceptable to the City staff to ensure that each phase can function independently and is not reliant on future phases if they are not constructed.		X
32	General site circulation and access including: indication of street right-of-way and pavement widths; access points; and location of pedestrian paths. See *Section 54.907*. (**SKETCH PLAN ONLY**)	C200	
33	Street horizontal and vertical dimensions, including curve radii.	C301-C302	
34	Dimensions of access points including distance from adjacent driveways or intersecting streets, including those across a street. See *Section 54.907*.	C200	
35	Schematic location and names of abutting public streets and other right-of-ways, and schematic location of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.	C200	
36	Schematic of access points, including from adjacent driveways on intersecting streets, including those across a street. See *Section 54.907*.	C200	
37	Locations, dimensions, and names of abutting public streets and other right-of-ways, and of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.	C200	
38	Pavement widths and pavement types for all streets/roads, pedestrian and bicycle paths.	C509	
39	Written verification of access easements or agreements, if applicable.	C403	

	ENGINEERING DEPT	APPLICANT Location in site plan	APPLICANT N/A attach reason	DEPARTMENT Approved / Waived
	Please refer to the Engineering Department General Guidelines and Standards for Street and Utility Design: https://marquettemi.gov/wp-content/uploads/2018/07/Design-and-Construction-Standards-Rev.-5-4-16.pdf			
	Will you be managing stormwater and applying for a stormwater utility fee reduction? ☐ Yes ☑ No If yes, please refer to the Stormwater Utility Fee Reduction Application: https://marquettemi.gov/wp-content/uploads/2017/07/stormwater_utility_fee_reduction_application.pdf			
40	Include under general statements: "All utility construction work to be accepted by the City of Marquette into their utility system and all work done in public rights-of-way or easement must be done in accordance with Michigan Department of Transportation and City of Marquette standards and specifications"	C000		
41	Curb cut, water, sanitary sewer, storm sewer permits, etc. required? (obtain prior to construction activities)	YES		
42	Vehicle maneuvering lane size		X	
43	Pavement width/type	C509		
44	Vegetated buffer or curbing between street and sidewalk and between sidewalk parking areas		X	
45	Storm sewer ≥12" diameter, in right-of-way, shall be reinforced concrete	C404-C408		
46	Sumps in catch basins?		X	
47	Plans to be stamped, dated and signed by a professional engineer	C000		
48	Is the downstream storm sewer capacity adequate?	SWMP		
49	Verify that storm water runoff volume or velocity is not increased onto adjacent properties	SWMP		
50	Does any earthwork disturb adjacent properties?	NO		
51	Wetland concerns/proper permits obtained?		X	
52	Traffic impact minimal to existing conditions (stacking, etc.)?		X	
53	Vehicular and non-motorized circulation	C200		
54	Sanitary sewer inlet to outlet angles greater than or equal to 90 degrees?	C404-C408		
55	Is there a hydrant at the end of any proposed dead end water main?	C401-C402		
56	Size and material type of proposed and existing utilities shown?	C401-C408		
57	Street horizontal and vertical dimensions, radii	C302-C303		
58	Width and materials for non-motorized paths	C200		
59	Dimension of access points including distance from adjacent driveways or intersecting streets	C200		
60	Profiles will be shown for all utilities to be accepted by the City of Marquette into their utility system. All grades, pipe sizes, pipe materials, inverts and rim elevations will be shown on the profiles (water mains must have a minimum of 6 feet of cover, sanitary sewer mains must be installed under water mains with 1.5 feet of clearance	C401-C408		

	PUBLIC WORKS DEPT.	APPLICANT Location in site plan	APPLICANT N/A attach reason	DEPARTMENT Approved / Waived
61	Delineate & dimension all public or private easements	C400		
62	Show public utility main locations & sizes within 100 feet of property boundary		X	
63	Extension or re-routing of public utility systems required		X	
64	Capacity and condition concerns of existing utility lines to serve the project		X	
65	Abandonment of existing utility lines associated with the project		X	
66	Location of existing and proposed utility services (with sizes), including storm water to be shown	C403		
67	Utility metering requirements of the project	C401-C402		
68	Backflow and cross connection requirements applicable to the project including any proposed irrigation systems		X	
69	Sanitary waste pretreatment requirements		X	
70	Adequate snow storage provided on the property, without clear vision or utility obstructions	C201		
71	Provisions to collect drainage from snow storage areas collected on property	C201		
72	Access to public property (permits required for any work on ROW) (Drive, sidewalk, and trail connections)	C201-C202		
73	Additions or changes to public signing or traffic control required or recommended		X	
74	Additions to existing public sidewalks, or plowed routes, required or recommended		X	
75	Impact of project on public snow removal/storage	C201		
76	Effect on plowing or ice control priorities	C201		
77	New signing, overhangs, access ramps, grade changes, retaining walls, fences, etc. to be constructed in City ROW or easements	C303		
78	Adequate, proper, and accessible on-site waste storage		X	
79	Adequate clearances and clear vision maintained for maintenance and sanitation equipment		X	
80	Removal, trimming, or planting of public trees required	YES		
81	Maintenance-friendly design for any portions of the project to become public property	YES		
82	Storage of hazardous materials associated with the project near public utilities		X	
83	Blasting near public utilities associated with the project		X	

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

	POLICE DEPARTMENT DEPT.			
97	Cross reference with accident data at nearest intersection(s)		X	

	ANY ADDITIONAL INFO			
98	Any additional info necessary to establish compliance with City Ordinances, State, or Federal Laws		X	

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: May 17, 2024
SUBJECT: **Review of 01-CSD-06-24 & SPR-06-24**

Parcel ID's # 0515952, 0515953, 0515956, 0515957, 0515951
3151 & 3170 South McClellan Avenue
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

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: 05-16-24
South McClellan Ave. Parcel A
SUBJECT: 10-SPR-06-24 01-CSP-06-24

Parcel Numbers:

FIRE DEPARTMENT COMMENTS:

Plans have been reviewed. No Comments at this time.

Thank you,

Jeff Fossitt
Fire Marshal
Marquette Fire Department

CITY OF MARQUETTE
PLANNING AND ZONING
1100 WRIGHT STREET
MARQUETTE, MI 49855
(906) 228-0425
www.marquettemi.gov

MEMORANDUM

TO: Veridea Group
FROM: Andrea Landers, Zoning Official
DATE: May 21, 2024
SUBJECT: Review of 01-CSD-06-24 – Hemlock Park (PIN: 0515951, 0515952, 0515953, 0515956, 0515957)

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

General Comments

1. Will there be any common elements? If so, please provide, "the nature, location, and approximate size of the common elements".
2. Is there any plan to allow for the subdivision of the site condominium units?
    a. If so, the site plan and master deed must expressly permit it. Please provide that information on the site plan. This will also need to be provided in the draft master deed document for our review if this CSD is approved by the City Commission.

Note: I will provide you with a digital file of this memo so that you may respond to my comments and I will include your narrative responses in the STAFF REPORT/ANALYSIS to the Planning Commission.

In order to do so, I must receive your comments no later than May 28, 2024.

New sets of plans or plan sheets will NOT be accepted per the City of Marquette Land Development Code.

SITE PLAN REVIEW COMMITTEE
Site Plan Review
CITY OF MARQUETTE
300 W. Baraga
Marquette, MI 49855

Date: May 17, 2024

Location: Parcel 0515952, 0515953, 0515956, 0515957, 0515951

Submittal Documents:
Plan Title: Hemlock Park Multifamily
Submitted by: RA Smith
Plans Stamped: 4/25/24

The following are the plan review comments from the Engineering Department for the documents identified above.

- C509: The proposed road cross section shows HMA being placed directly on top of the 12" layer of subbase modified. A 4" layer of 21A gravel should be placed between to allow for a grading surface. The subbase modified is made up of a 3" and smaller rock and is not easily shaped. This detail was missed in previous reviews of the road and utility plans. However, this was discussed with Veridea and Oberstar at a preconstruction meeting on 5/7/24 with the consensus that this modification needs to be made to allow for proper road construction.

Respectfully Submitted,

Engineering Department

RE: 01-CSD-06-24 S McClellan site condo Hemlock Park - City Staff comments

Bethany Cody <bcody@verideagroup.com>

Tue 5/28/2024 3:59 PM

To:Andrea Landers <alanders@marquettemi.gov>;Erin Mahaney <emahaney@verideagroup.com>

Below is our narrative responses to your memorandum for Hemlock's site condo review.

- Engineering Department Comment: C509 our engineer updated it per comment.
  - C509: The proposed road cross section shows HMA being placed directly on top of the 12" layer of subbase modified. A 4" layer of 21A gravel should be placed between to allow for a grading surface. The subbase modified is made up of a 3" and smaller rock and is not easily shaped. This detail was missed in previous reviews of the road and utility plans. However, this was discussed with Veridea and Oberstar at a preconstruction meeting on 5/7/24 with the consensus that this modification needs to be made to allow for proper road construction.
- General Comments: There are no common elements other than the common area land (13.08 acres) at this time.
- There is no plan to allow for the subdivision of the site condominium units.

Sincerely,

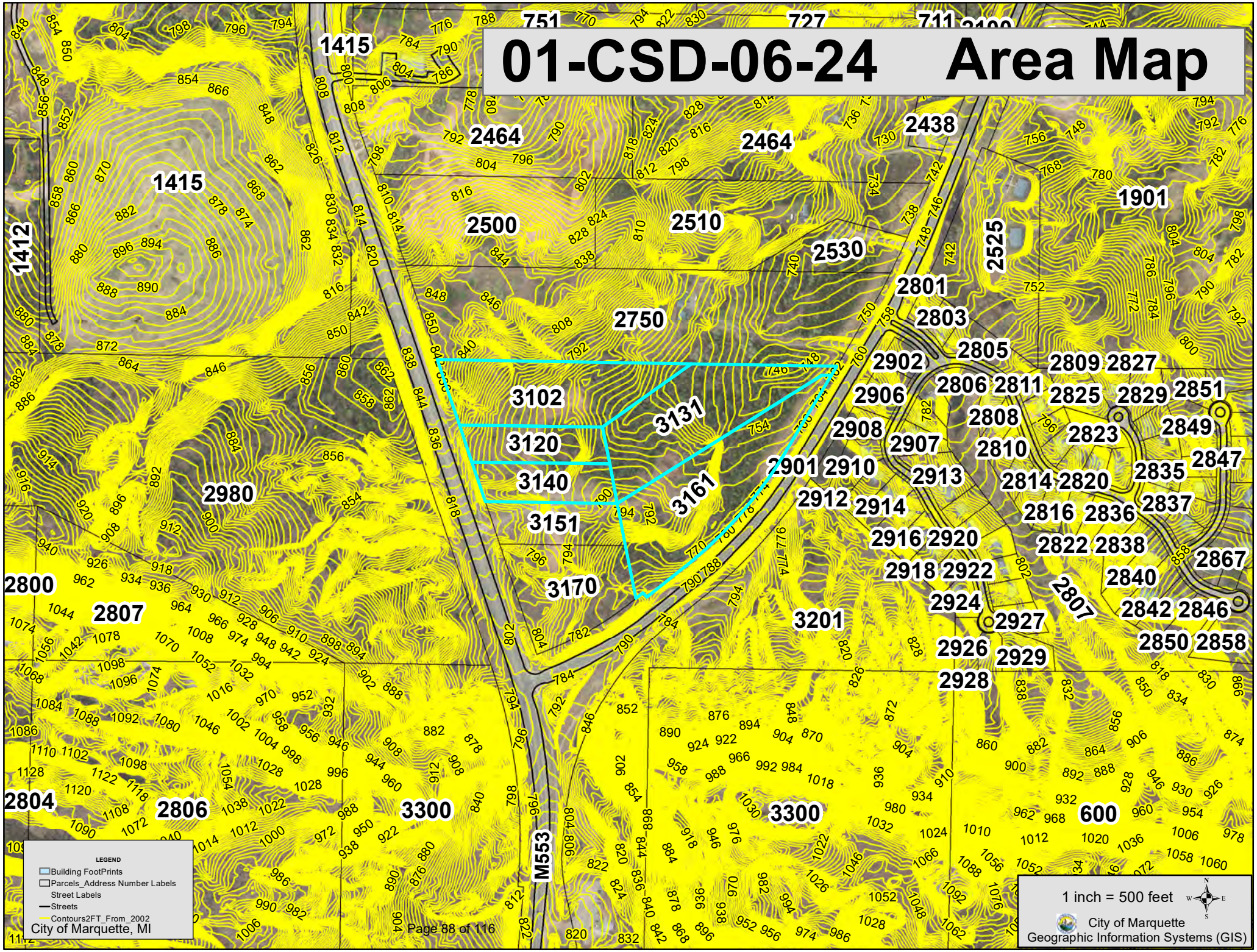
Bethany Cody
Residential Real Estate Director
Veridea Group, LLC
Liberty Way
857 W. Washington Street, Suite 301
Marquette, MI 49855
906.228.3900
www.verideagroup.com

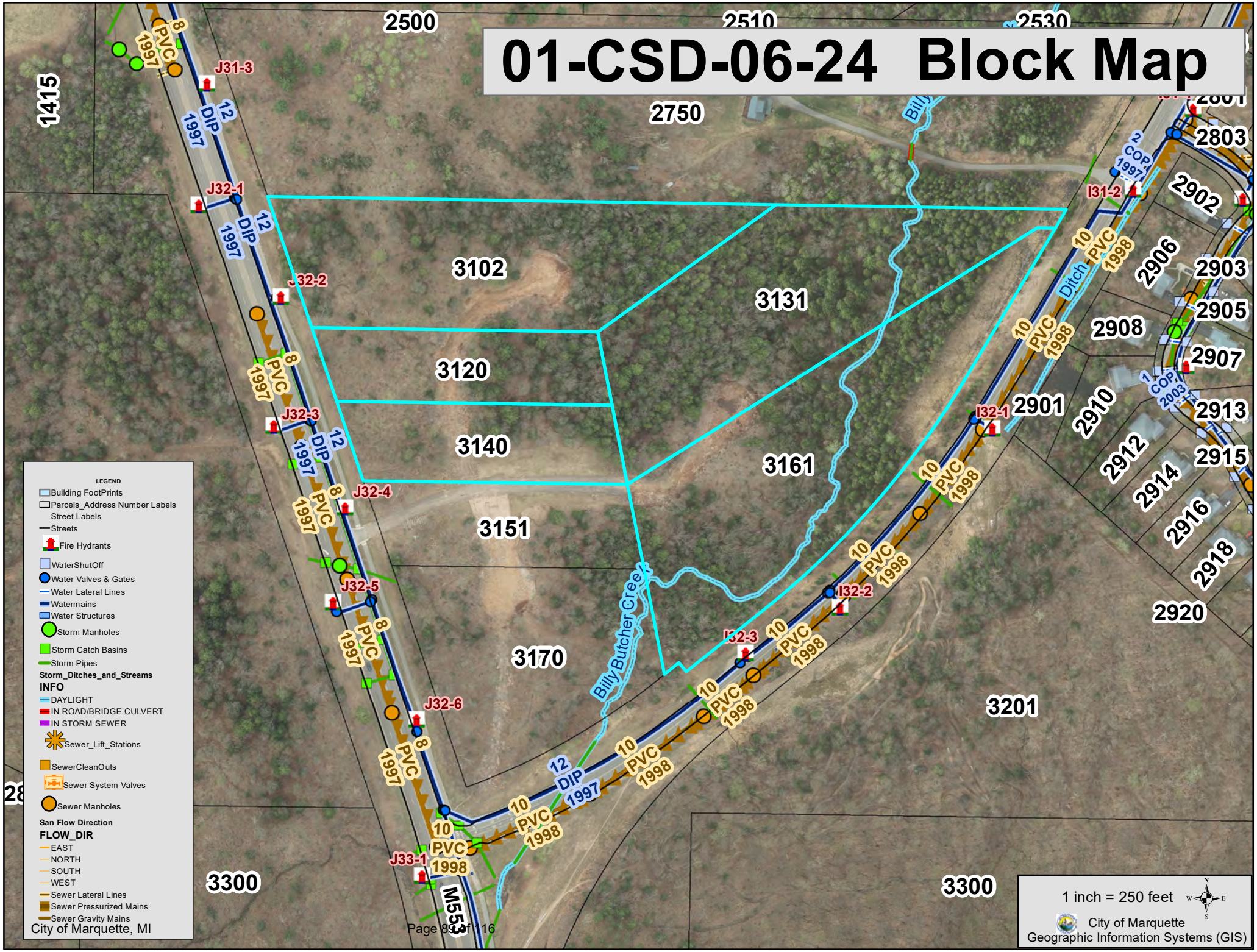
VERIDEA GROUP

From: Andrea Landers <alanders@marquettemi.gov>
Sent: Tuesday, May 21, 2024 12:22 PM
To: Erin Mahaney <emahaney@verideagroup.com>; Bethany Cody <bcody@verideagroup.com>
Subject: 01-CSD-06-24 S McClellan site condo Hemlock Park - City Staff comments

Hi Bethany and Erin,

Please see attached for staff comments. Please provide your narrative response to these comments by May 28th.


01-CSD-06-24 Area Map
LEGEND
Building FootPrints
Parcels_Address Number Labels
Street Labels
Streets
Contours2FT_From_2002
City of Marquette, MI
1 inch = 500 feet
City of Marquette
Geographic Information Systems (GIS)


01-CSD-06-24 Block Map
2500
2510
2530
2750
1415
2803
2902
2906
2903
2905
2908
2907
2910
2913
2912
2915
2914
2916
2918
2920
2901
3102
3131
3120
3140
3161
3151
3170
3201
3300
3300
J31-3
J32-1
J32-2
J32-3
J32-4
J32-5
J32-6
J33-1
I31-2
I32-1
I32-2
I32-3
Billy Butcher Creek
Ditch
M553
8 PVC 1997
12 DIP 1997
10 PVC 1998
2 COP 1997
1 COP 2003
LEGEND
Building FootPrints
Parcels_Address Number Labels
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
San Flow Direction
FLOW_DIR
EAST
NORTH
SOUTH
WEST
Sewer Lateral Lines
Sewer Pressurized Mains
Sewer Gravity Mains
City of Marquette, MI
1 inch = 250 feet
City of Marquette
Geographic Information Systems (GIS)


05/28/2024 13:57


05/28/2024 13:58


05/28/2024 13:58


05/28/2024 13:57

COVER PAGE FOR SITE CONDOMINIUM REVIEW

FOR

HEMLOCK PARK

MARQUETTE, MICHIGAN

LEGEND
(PROPOSED FEATURES)

- TREE REMOVAL
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED
- EXISTING GRAVEL TO BE REMOVED
- EXISTING BUILDING/STRUCTURE TO BE REMOVED
- XXXXXXXXXX SAWCUT LINE
- PROPOSED PROPERTY LINE
- PROPOSED SITE LIGHTING (DESIGNED BY OTHERS, FOR REFERENCE ONLY)
- MONUMENT SIGNS (CONSTRUCTION DETAILS BY OTHERS)
- SIGN
- HEAVY-DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- HEAVY-DUTY ASPHALT PAVEMENT
- STANDARD-DUTY ASPHALT PAVEMENT
- COLORED AND STAMPED CONCRETE
- PROPOSED 18" REJECT CURB & GUTTER (AS SHOWN ON SITE PLAN)
- PROPOSED 18" STANDARD CURB & GUTTER (AS SHOWN ON SITE PLAN)
- VAN PROPOSED ACCESSIBLE PAVEMENT MARKING
- VAN ACCESSIBLE STALL
- PROPOSED TYPE 3 CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 3A CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4 CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 4A CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- PROPOSED TYPE 7 CURB RAMP (SEE DETAIL SHEET, NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)
- DOOR
- STRUCTURAL RETAINING WALL – (DESIGNED BY OTHERS)
- 869.5 PROPOSED 0.5-FOOT GRADE CONTOUR (ONLY USED WHEN CRITICAL)
- 869 PROPOSED 1-FOOT GRADE CONTOUR
- 870 PROPOSED 5-FOOT GRADE CONTOUR
- 877.70 PROPOSED SPOT GRADE
- (877.70) PROPOSED TOP OF CURB
- 877.70 TW PROPOSED FINISHED SURFACE GRADE ADJACENT TO TOP OF WALL
- 877.00 BW PROPOSED FINISHED SURFACE GRADE ADJACENT TO BASE OF WALL
- PROPOSED EROSION CONTROL BALE TEMPORARY DITCH CHECK
- PROPOSED INLET PROTECTION
- PROPOSED SILT FENCE
- PROPOSED TEMPORARY DIVERSION SWALE & BERM
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- PROPOSED STONE TRACKING MAT
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- EROSION CONTROL BLANKET
- PROPOSED RIPRAP
- G PROPOSED GAS LINE
- E PROPOSED ELECTRIC LINE
- T PROPOSED TELEPHONE LINE
- W PROPOSED WATER MAIN
- STO PROPOSED STORM SEWER
- S PROPOSED SANITARY SEWER
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED INLET/ CB
- PROPOSED STORM MANHOLE
- PROPOSED AREA DRAIN
- PROPOSED SANITARY MANHOLE

NOTICE:
This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

VICINITY MAP



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PLAN INDEX

SHEET NO.	DESCRIPTION
C0000	COVER PAGE
C000	TITLE SHEET
C100	PROPERTY LEGAL DESCRIPTIONS
C101	EXISTING CONDSIITONS AND DEMOLITION PLAN
C200	OVERALL SITE PLAN
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C300	OVERALL GRADING PLAN
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C302	NUTHATCH LN. PLAN & PROFILE
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C402	NUTHATCH LN. SANITARY AND WATERMAIN PLAN & PROFILE
C403	NUTHATCH LN. / EASEMENT SANITARY PLAN & PROFILE
C404-407	STORM SEWER PLAN AND PROFILES
C408	SOUTH SITE – WATER, SANITARY, & STORM PLAN
C509	DETAILS

ENGINEER:

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

LAND SURVEYOR:

TRIMEDIA
ENVIRONMENTAL & ENGINEERING
830 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855
(906)228-5125
ESCANABA, MICHIGAN PHOENIX, ARIZONA KALAMAZOO, MICHIGAN SUPERIOR, WISCONSIN

OWNER:

VERIDEA GROUP, LLC
857 W. WASHINGTON STREET, SUITE 301
MARQUETTE, MI 49855

DEVELOPER:

VERIDEA GROUP, LLC
LIBERTY WAY
857 WEST WASHINGTON STREET, SUITE 301
MARQUETTE, MI 49855

DESCRIPTION | DATE

VERIDEA GROUP

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

COVER SHEET

DATE: 4/26/2024

SHEET NUMBER
C000

SITE CIVIL AND UTILITY PLANS
FOR
HEMLOCK PARK
MARQUETTE, MICHIGAN

LEGEND
(PROPOSED FEATURES)

- TREE REMOVAL
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
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- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED INLET/ CB
- PROPOSED STORM MANHOLE
- PROPOSED AREA DRAIN
- PROPOSED SANITARY MANHOLE

UTILITIES - PROJECT CONTACTS:

AT&T
MARSHA BERTOLDI
211 EAST B STREET
IRON MOUNTAIN, MI 49801
(906) 779-2744
MB8983@ATT.COM

SPECTRUM MID-AMERICA LLC
BRIAN KOSKI
359 U.S. 41 EAST
NEGAUNEE, MI 49866
(906) 475-0107 EXT. 1038
BRIAN.KOSKI@CHARTER.COM

MARQUETTE BOARD OF LIGHT AND POWER
SEAN SEIBERT
2200 WRIGHT STREET
MARQUETTE, MI 49855
(906) 228-0323
SSEIBERT@MBLP.ORG

PENINSULA FIBER NETWORK
DAN NEDEAU
108 W. SUPERIOR STREET
MUNISING, MI 49862
(906) 387-0034
DNEDEAU@JAMADOTS.NET

SEMCO
JEFF GREGORICH
34 U.S. 41 EAST
NEGAUNEE, MI 49866
(810) 887-5170
JEFFREY.GREGORICH@SEMCOENERGY.COM

MARQUETTE DEPARTMENT OF PUBLIC WORKS
SCOTT CAMBENSY
1100 WRIGHT STREET
MARQUETTE, MI 49855
(906) 225-8977
SCAMBENSY@MARQUETTEMI.GOV

MARQUETTE TOWNSHIP
RANDY GIRARD
1000 COMMERCE DRIVE
MARQUETTE, MI 49855
(906) 228-6220
RANDYGIRARD@MARQUETTETOWNSHIP.ORG

NORTHERN NATURAL GAS
KAREN PERREAULT
118 U.S. 41 EAST
NEGAUNEE, MI 49866
(402) 530-3102
KAREN.PEREAULT@NNGCO.COM

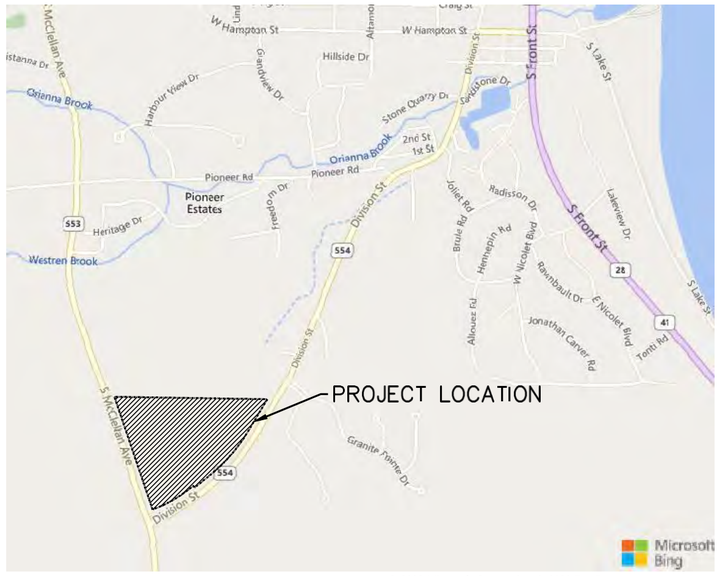
CONTRACTOR SHALL COORDINATE ALL OF THEIR WORK AND THE UTILITY COMPANIES RELOCATION WORK AT NO ADDITIONAL COST TO THE PROJECT.

FOR PROTECTION OF UNDERGROUND UTILITIES, AND IN CONFORMANCE WITH PUBLIC ACT 53, 1974, THE CONTRACTOR SHALL CALL TOLL FREE 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. ALL "MISS DIG" PARTICIPATING MEMBERS WILL BE THUS ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR FROM NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.

GENERAL NOTES
ALL UTILITY CONSTRUCTION WORK TO BE ACCEPTED BY THE CITY OF MARQUETTE INTO THEIR UTILITY SYSTEM AND ALL WORK DONE IN PUBLIC RIGHTS-OF-WAY OR EASEMENT MUST BE DONE IN ACCORDANCE WITH MICHIGAN DEPARTMENT OF TRANSPORTATION AND CITY OF MARQUETTE STANDARDS AND SPECIFICATIONS.

THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH AASHTO: "A POLICY ON THE GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 2011." PAVEMENT MARKINGS AND TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), 2011 EDITION

VICINITY MAP



© 2023 Microsoft Corporation © 2022 TomTom

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PLAN INDEX

SHEET NO.	DESCRIPTION
C000	TITLE SHEET
C100	PROPERTY LEGAL DESCRIPTIONS
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C404–C407	STORM SEWER PLAN AND PROFILES
C408	SOUTH SITE - WATER, SANITARY, & STORM PLAN
C509	DETAILS

ENGINEER AND LANDSCAPE ARCHITECT:

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

OWNER:

MDM HEMLOCK, LLC

857 W. WASHINGTON STREET, SUITE 301
MARQUETTE, MI 49855

DEVELOPER:

VERIDEA GROUP, LLC

LIBERTY WAY
857 WEST WASHINGTON STREET, SUITE 301
MARQUETTE, MI 49855

Michigan's One-Call Utility Notification Organization

TKree full da\s before \ou dig
call tKe Miss Dig s\steP

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

STATE OF MICHIGAN
COUNTY OF MARQUETTE

I, (Licensed Professional Engineer/Architect), do hereby certify that the underground infrastructure, drainage improvements, and site Improvements described herein have been designed in compliance with the Local and State subdivision and building regulation ordinances, County building regulations, City of Marquette zoning ordinance, State and Federal Requirements, and storm water drainage and management policy adopted by the City of Marquette, Michigan.

(Seal & Signature of Professional Engineer/Architect)

DATE

REVIEWED FOR COMPLIANCE:

CITY OF MARQUETTE, MICHIGAN
CITY ENGINEER

DATE

REVISION	ISSUED DATE	SHEET NO.	ISSUED FOR:
		PLAN DATE 4 25 2024	

DESCRIPTION | DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN
TITLE SHEET

STATE OF MICHIGAN
RYAN J. LANCOUR
ENGINEER
No. 6201061141
LICENSED PROFESSIONAL ENGINEER
4/25/2024

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R.A. Smith, Inc.

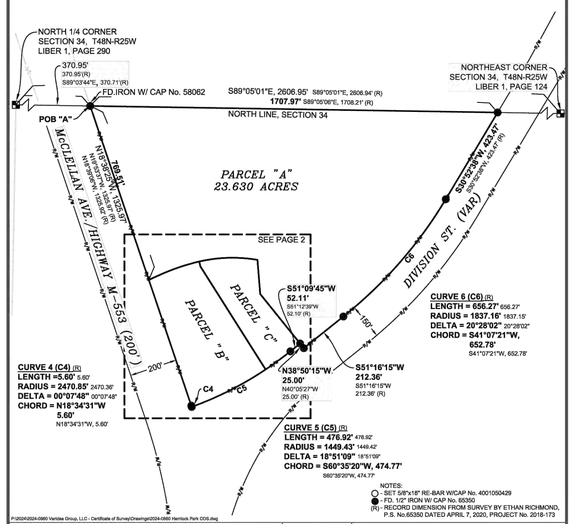
DATE: 4/25/2024
SCALE: N.T.S.
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C000

P:\3230006\3230006.02\Dwg\Sheets\3230006.02-TS01.dwg, Cover Sheet, 4/25/2024 1:03:18 PM, cm

CERTIFICATE OF SURVEY

PART OF THE N 1/2 OF NE 1/4, SECTION 34, T48N-R25W,
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



NOTES:
- ○ - SET 5/8"x18" RE-BAR W/CAP No. 4001050429
- ● - FD. 1/2" IRON W/ CAP No. 65350
- (R) - RECORD DIMENSION FROM SURVEY BY ETHAN RICHMOND, P.S. No.65350 DATED APRIL 7, 2020, PROJECT No. 2018-173

P:\2024\2024-0860 Veridea Group, LLC - Certificate of Survey\Drawings\2024-0860 Hemlock Park COS.dwg

830 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855
(906)228-5125

ESCANABA, MICHIGAN PHOENIX, ARIZONA KALAMAZOO, MICHIGAN SUPERIOR, WISCONSIN

NORTH

BEARING BASIS: NAD 83 (2011) MICHIGAN STATE PLANE NORTH (2111)

SEC. TWP. RANGE 34 48N 25W

MUNICIPALITY: CITY OF MARQUETTE

ENCROACHMENTS: NONE

SHEET 1 OF 3

SURVEYORS CERTIFICATE: I hereby certify that I have surveyed and mapped the hereon described parcel of land and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying; and that this survey complies with the requirements of Public Act No. 132, of 1970 as amended.

SCALE: 1"= 300'	CLIENT: VERIDEA GROUP
APPROVED BY: SJB	JOB NO.: 2024-0860
DRAWN BY: JBS	DATE: 03/22/2024

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

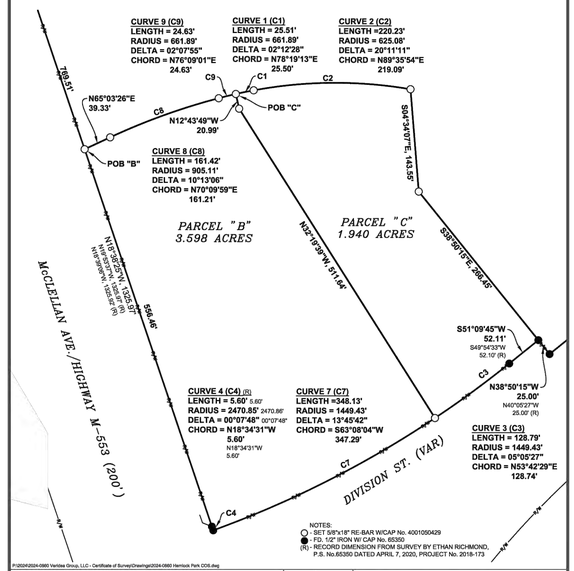
BY: Stacey J. Bluse, P.S. No. 4001050429

DATE: 03/22/2024

STATE OF MICHIGAN
STACEY JAMES BLUSE
License No. 4001050429
LICENSED PROFESSIONAL SURVEYOR

CERTIFICATE OF SURVEY

PART OF THE N 1/2 OF NE 1/4, SECTION 34, T48N-R25W,
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



NOTES:
- ○ - SET 5/8"x18" RE-BAR W/CAP No. 4001050429
- ● - FD. 1/2" IRON W/ CAP No. 65350
- (R) - RECORD DIMENSION FROM SURVEY BY ETHAN RICHMOND, P.S. No.65350 DATED APRIL 7, 2020, PROJECT No. 2018-173

P:\2024\2024-0860 Veridea Group, LLC - Certificate of Survey\Drawings\2024-0860 Hemlock Park COS.dwg

TRIMEDIA ENVIRONMENTAL & ENGINEERING

830 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855
(906)228-5125

ESCANABA, MICHIGAN PHOENIX, ARIZONA KALAMAZOO, MICHIGAN SUPERIOR, WISCONSIN

NORTH

BEARING BASIS: NAD 83 (2011) MICHIGAN STATE PLANE NORTH (2111)

SEC. TWP. RANGE 34 48N 25W

MUNICIPALITY: CITY OF MARQUETTE

ENCROACHMENTS: NONE

SHEET 2 OF 3

SURVEYORS CERTIFICATE: I hereby certify that I have surveyed and mapped the hereon described parcel of land and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying; and that this survey complies with the requirements of Public Act No. 132, of 1970 as amended.

SCALE: 1"= 100'	CLIENT: VERIDA GROUP
APPROVED BY: SJB	JOB NO.: 2024-0860
DRAWN BY: JBS	DATE: 03/22/2024

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

BY: Stacey J. Bluse, P.S. No. 4001050429

DATE: 03/22/2024

STATE OF MICHIGAN
STACEY JAMES BLUSE
License No. 4001050429
LICENSED PROFESSIONAL SURVEYOR

CERTIFICATE OF SURVEY

LEGAL DESCRIPTIONS

Record Legal Description Parent Parcel - Survey by Ethan Richmond, P.S. No. 65350, Dated April 7, 2020, Project No. 2018-173
A parcel of land being East of the State Highway 553 Right-of-Way and North of the Division Street Right-of-Way in part of the North Half of the Northeast Quarter (N ½ - NE ¼) of Section Thirty-four (34), Township Forty-eight North, Range Twenty-five West (T48N-R25W), City of Marquette, Marquette County, Michigan, more particularly described as follows:
Commencing at the North ¼ Corner of Section 34, T48N-R25W; thence S89°05'01"E 370.95' along the North Line of Section 34 to the East Right-of-Way Line of State Highway M-553 (McClellan Ave. 200' R.O.W.) and the **Point of Beginning;** thence continuing **S89°05'01"E 1707.97'** along the North Line of Section 34 to the North Right-of-Way Line of Division St.; thence **S30°52'38"W 423.47'** along said line to a curve; thence **656.27'** along said line on the arc of a curve to the **Right** having a radius of **1837.15'**, a delta angle of **20°28'02"** and chord bearing **S41°07'21W 652.78'**; thence **S51°16'15"W 212.36'** along said line; thence **N38°50'15"W 25.00'** along said line; thence **S51°12'39"W 52.10'** along said line to a curve; thence **476.92'** along said line on the arc of a curve to the **Right** having a radius of **1449.42'** a delta angle of **18°51'09"** and a chord bearing **S60°35'20"W 474.77'** to the East Right-of-Way Line of State Highway M-553 and a curve; thence **5.60'** along said line on the arc of a curve to the **Left** having a radius of **2470.86'** a delta angle of **00°07'48"** and a chord bearing **N18°34'31"W 5.60'**; thence **N18°38'25"W 1325.97'** along said line to the North Line of Section 34 and the **Point of Beginning**; Containing 29.16 acres of land, more or less;

Surveyed Legal Description - PARCEL "A"
A parcel of land being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North 1/4 corner of Section 34; thence S89°05'01"E, 370.95 feet along the North line of Section 34 to the East right of way line of McClellan Avenue and Highway M-553 and the **Point of Beginning "A"**; thence **S89°05'01"E, 1707.97 feet** along the North section line to the West right of way line of Division Street; thence **S30°52'38"W, 423.47 feet** along the West right of way line to a curve; thence **656.27 feet** along the West right of way line on a curve to the **Right** having a **Radius** of **1837.16 feet**, a **Delta angle** of **20°28'02"**, and a **Chord** bearing **S41°07'21"W, 652.78 feet**; thence **S51°16'15"W, 212.36 feet** along the West right of way line; thence **N38°50'15"W, 25.00 feet** along the West right of way line; thence **N38°50'15"W, 266.45 feet**; thence **N04°34'07"W, 143.55 feet** to a curve; thence **220.23 feet** on a curve to the **Left** having a **Radius** of **625.08 feet**, a **Delta angle** of **20°11'11"**, and a **Chord** bearing **S89°35'54"W, 219.09 feet** to a curve; thence **25.51 feet** on a curve to the **Left** having a **Radius** of **661.89 feet**, a **Delta angle** of **02°12'28"** and a **Chord** bearing **S78°19'13"W, 25.50 feet** to a curve; thence **24.63 feet** on a curve to the **Left** having a **Radius** of **661.89 feet**, a **Delta angle** of **02°07'55"**, and a **Chord** bearing **S76°09'01"W, 24.63 feet** to a curve; thence **161.42 feet** on a curve to the **Left** having a **Radius** of **905.11 feet**, a **Delta angle** of **10°13'06"**, and a **Chord** bearing **S70°09'59"W, 161.21 feet**; thence **S65°03'26"W, 39.33 feet** to the East right of way line of McClellan Avenue and Highway M-553; thence **N18°38'25"W, 769.51 feet** along the East right of way line to the **Point of Beginning "A"**, containing **23.630 acres** and subject to restrictions, reservations, rights of way and easements of record.

Surveyed Legal Description - PARCEL "B"
A parcel of land being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North 1/4 corner of Section 34; thence S89°05'01"E, 370.95 feet along the North line of Section 34 to the East right of way line of McClellan Avenue and Highway M-553; thence S18°38'25"E, 769.51 feet along the East right of way line of McClellan Avenue and Highway M-533 to the **Point of Beginning "B"**; thence **N65°03'26"E, 39.33** feet to a curve; thence **161.42 feet** on a curve to the **Right** having a **Radius** of **905.11 feet**, a **Delta angle** of **10°13'06"**, and a **Chord** bearing **N70°09'59"E, 161.21 feet** to a curve; thence **24.63 feet** on a curve to the **Right** having a **Radius** of **661.89 feet**, a **Delta angle** of **02°07'55"**, and a **Chord** bearing **N76°09'01"E, 24.63 feet**; thence **S12°43'49"E, 20.99 feet**; thence **S32°19'39"E, 511.64 feet** to a curve on the West right of way line of Division Street; thence **348.13 feet** along the West right of way line on a curve to the **Right** having a **Radius** of **1449.43 feet**, a **Delta angle** of **13°45'42"**, and a **Chord** bearing **S63°08'04"W, 347.29 feet** along the West right of way line to a curve on the East right of way of Highway M-553; thence **5.60 feet** along the East right of way line on a curve to the **Right** having a **Radius** of **2470.85 feet**, a **Delta angle** of **00°07'48"**, and a **Chord** bearing **N18°34'31"W, 5.60 feet**; thence **N18°38'25"W, 556.46 feet** along the East right of way line to the **Point of Beginning "B"**, containing **3.598 acres** and subject to restrictions, reservations, rights of way and easements of record.

Surveyed Legal Description - PARCEL "C"
A parcel of land being part of the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North 1/4 corner of Section 34; thence S89°05'01"E, 370.95 feet along the North line of Section 34 to the East right of way line of McClellan Avenue and Highway M-553; thence S18°38'25"E, 769.51 feet along the East right of way line; thence N65°03'26"E, 39.33 feet to a curve; thence 161.42 feet on a curve to the Right having a Radius of 905.11 feet, a Delta angle of 10°13'06", and a Chord bearing N70°09'59"E, 161.21 feet to a curve; thence 24.63 feet on a curve to the Right having a Radius of 661.89 feet, a Delta angle of 02°07'55", and a Chord bearing N76°09'01"E, 24.63 feet; thence **S12°43'49"E, 20.99 feet**; thence **S32°19'39"E, 511.64 feet** to a curve on the West right of way line of Division Street; thence **S51°09'45"W, 52.11 feet** along the West right of way line to a curve; thence **128.79 feet** along the West right of way line on a curve to the **Right** having a **Radius** of **1449.43 feet**, a **Delta angle** of **05°05'27"**, and a **Chord** bearing **S53°42'29"W, 128.74 feet**; thence **N32°19'39"W, 511.64 feet**; thence **N12°43'49"W, 20.99 feet** to the **Point of Beginning "C"**, containing **1.940 acres** and subject to restrictions, reservations, rights of way and easements of record.

TRIMEDIA ENVIRONMENTAL & ENGINEERING

830 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855
(906)228-5125

ESCANABA, MICHIGAN PHOENIX, ARIZONA KALAMAZOO, MICHIGAN SUPERIOR, WISCONSIN

NORTH

BEARING BASIS: NAD 83 (2011) MICHIGAN STATE PLANE NORTH (2111)

SEC. TWP. RANGE 34 48N 25W

MUNICIPALITY: CITY OF MARQUETTE

ENCROACHMENTS: NONE

SHEET 3 OF 3

SURVEYORS CERTIFICATE: I hereby certify that I have surveyed and mapped the hereon described parcel of land and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying; and that this survey complies with the requirements of Public Act No. 132, of 1970 as amended.

SCALE: NA	CLIENT: VERIDA GROUP
APPROVED BY: SJB	JOB NO.: 2024-0860
DRAWN BY: JBS	DATE: 03/22/2024

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

BY: Stacey J. Bluse, P.S. No. 4001050429

DATE: 03/22/2024

STATE OF MICHIGAN
STACEY JAMES BLUSE
License No. 4001050429
LICENSED PROFESSIONAL SURVEYOR

DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

PROPERTY LEGAL DESCRIPTIONS

© COPYRIGHT 2024
R.A. Smith, Inc.

DATE: 4/26/2024

SCALE: N.T.S.

JOB NO. 3230006.02

PROJECT MANAGER:
RYAN J. LANCOUR, P.E.

DESIGNED BY: JJJ

CHECKED BY: RJL

SHEET NUMBER
C100

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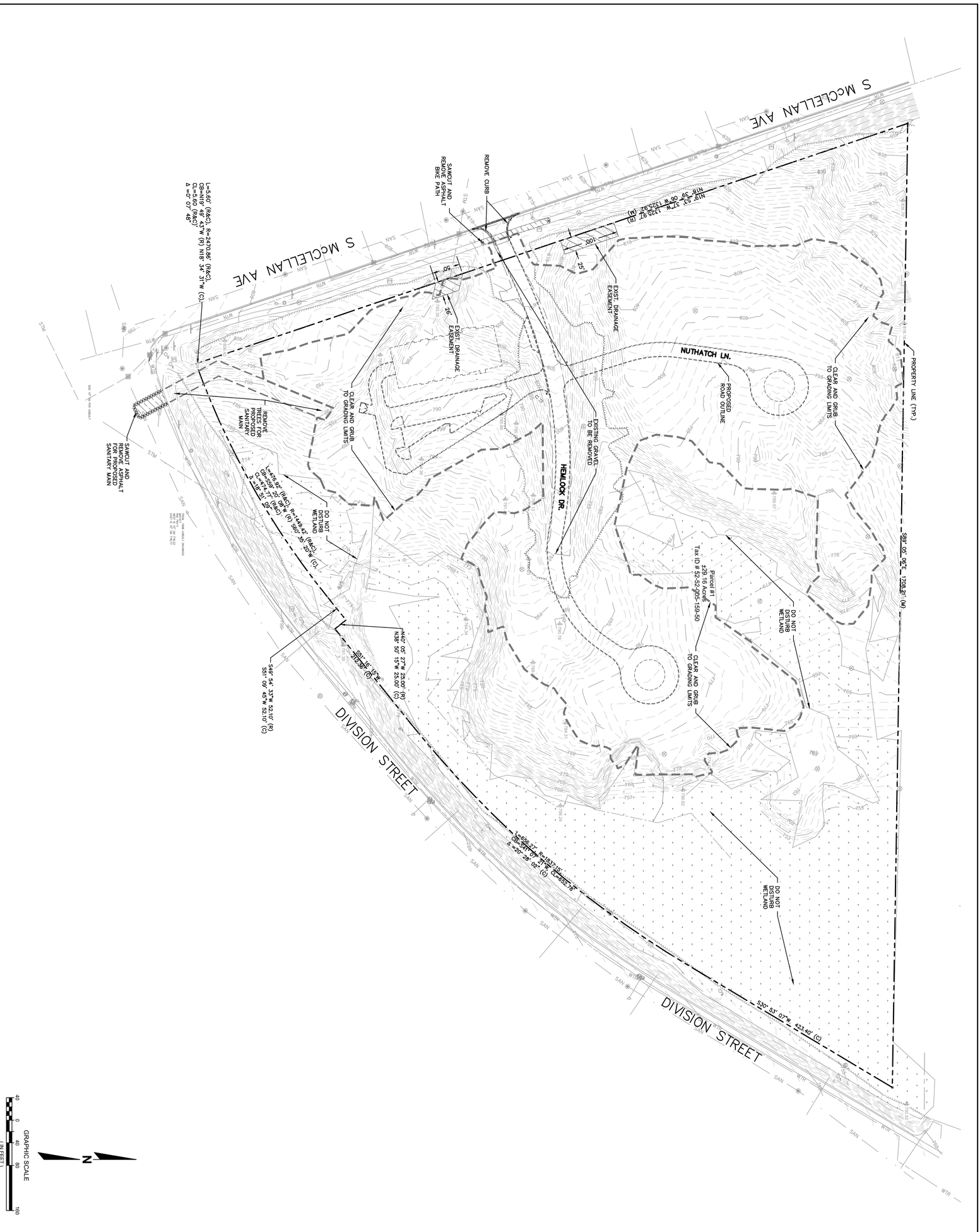
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P:\3230006\3230006.02\Dwg\Sheets\3230006.02-XC01.dwg, Exist Conditions, 4/25/2024 1:03:50 PM, crr

City of Marquette, MI

Page 94 of 116



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HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

EXISTING CONDITIONS AND DEMOLITION PLAN

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

DATE	DESCRIPTION

© COPYRIGHT 2024 R.A. Smith, Inc.

DATE: 4/25/2024

SCALE: 1" = 80'

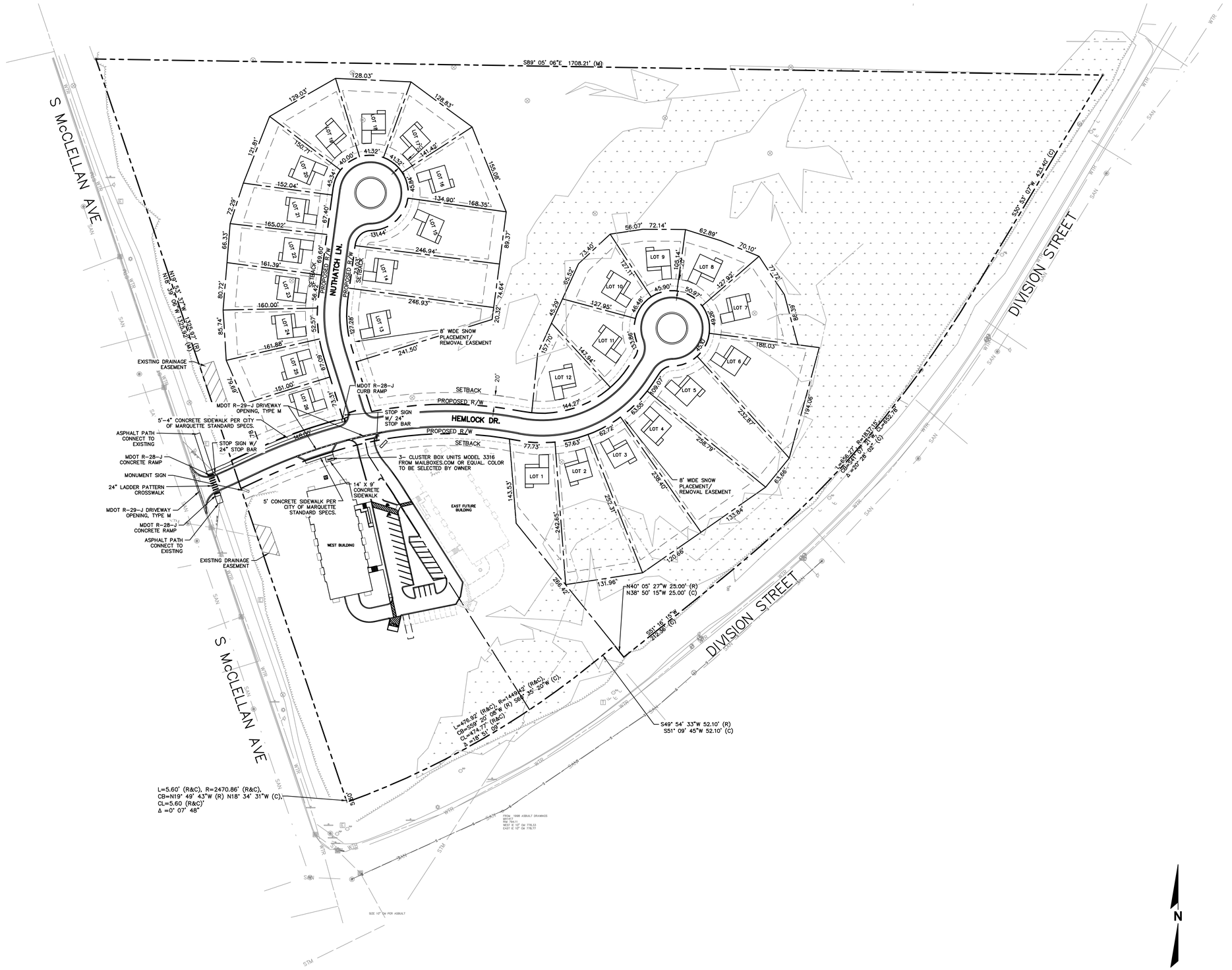
JOB NO. 3230006.02

PROJECT MANAGER: RYAN J. LANGOUR, P.E.

DESIGNED BY: JJJ

CHECKED BY: RJL

SHEET NUMBER C101



Lot Size Summary

Project: Hemlock
Location: Marquette, Michigan

Lot #	Lot Size (Acerage)
1	0.33
2	0.53
3	0.51
4	0.55
5	0.48
6	0.52
7	0.33
8	0.23
9	0.22
10	0.27
11	0.29
12	0.27
13	0.42
14	0.42
15	0.42
16	0.33
17	0.25
18	0.25
19	0.26
20	0.28
21	0.25
22	0.25
23	0.25
24	0.25
25	0.26
26	0.25
West Building	3.60
East Future Building	1.94

GRAPHIC SCALE
40 0 40 80 160
(IN FEET)

Michigan's One-Call — Utility Notification Organization
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1-(800)-482-7171

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DATE	DESCRIPTION
---	

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN
OVERALL SITE PLAN

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R.A. Smith, Inc.

DATE: 4/26/2024
SCALE: 1" = 80'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C200

P:\3230006\3230006.02\Dwg\Sheets\3230006.02-SP01.dwg, Overall Site, 4/26/2024 2:01:22 PM, crr

S89° 05' 06"E 1708.21' (M)

N7° W 1325.97' (R) 1325.92' (M)

HEMLOCK DR.

NUTHATCH LN.

LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 26

128.03' 129.03' 128.83' 121.81' 150.71' 41.32' 40.00' 43.32' 20' 141.42' 165.08' 45.34' 152.04' 45.94' 134.90' 168.35' 72.29' 67.40' 165.02' 89.37' 66.33' 69.60' 131.44' 246.94' 161.39' 73.03' 74.64' 80.72' 56.42' 246.93' 160.00' 85.74' 52.57' 20.32' 127.28' 241.50' 161.88' 69.67' 79.69' 151.00' 73.51' 148.00' 78.34' 143.53' 142.65' 56.07' 72.14' 62.89' 70.10' 73.40' 65.52' 52.71' 105.14' 77.72' 45.90' 50.97' 127.95' 45.29' 46.48' 127.92' 49.26' 45.90' 38.58' 157.70' 147.94' 188.03' 109.07' 144.27' 63.55' 62.72' 77.73' 57.63' 252.87' 194.06' 238.29' 238.40' 61.66' 154.84' 254.31' 20'

EXISTING DRAINAGE EASEMENT

8' WIDE SNOW PLACEMENT/ REMOVAL EASEMENT

SEE PUBLIC STREET TYPICAL SECTION FOR PAVEMENT SECTION ON SHEET C509

5'-4" CONCRETE SIDEWALK PER CITY OF MARQUETTE STANDARD SPECS.

MDOT R-28-J CURB RAMP

STOP SIGN W/ 24" STOP BAR

ASPHALT PATH CONNECT TO EXISTING

MDOT R-28-J CONCRETE RAMP

STOP SIGN W/ 24" STOP BAR

MDOT R-29-J DRIVEWAY OPENING, TYPE M

5' CONCRETE SIDEWALK PER CITY OF MARQUETTE STANDARD SPECS.

14' X 9' CONCRETE SIDEWALK

24" LADDER PATTERN CROSSWALK

MONUMENT SIGN

MDOT R-28-J CONCRETE RAMP

ASPHALT PATH CONNECT TO EXISTING

MDOT R-29-J DRIVEWAY OPENING, TYPE M

3- CLUSTER BOX UNITS MODEL 3316 FROM MAILBOXES.COM OR EQUAL. COLOR TO BE SELECTED BY OWNER

8' WIDE SNOW PLACEMENT/ REMOVAL EASEMENT

GRAPHIC SCALE
20 0 20 40 80
(IN FEET)

N

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Miss Dig
Utility Notification Organization

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DATE	DESCRIPTION

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Brookfield, WI 53005-5938
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rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

DETAILED SITE NORTH

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R.A. Smith, Inc.

DATE: 4/26/2024
SCALE: 1" = 40'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C201

J:\3230006\3230006.02\Dwg\Sheets\3230006.02-SP02.dwg, Site DT North, 4/26/2024 2:01:39 PM, crr



NOTES:

EL 000.0
GAR. SILL = ELEVATIONS SHOWN ARE AT GARAGE DOOR SILL.

ELEVATION AT BACK OF GARAGE IS 4" ABOVE GARAGE SILL

FFE=16" ABOVE BACK OF GARAGE OR 20" ABOVE SILL HEIGHT

N

GRAPHIC SCALE
40 0 40 80 160
(IN FEET)

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DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
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rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

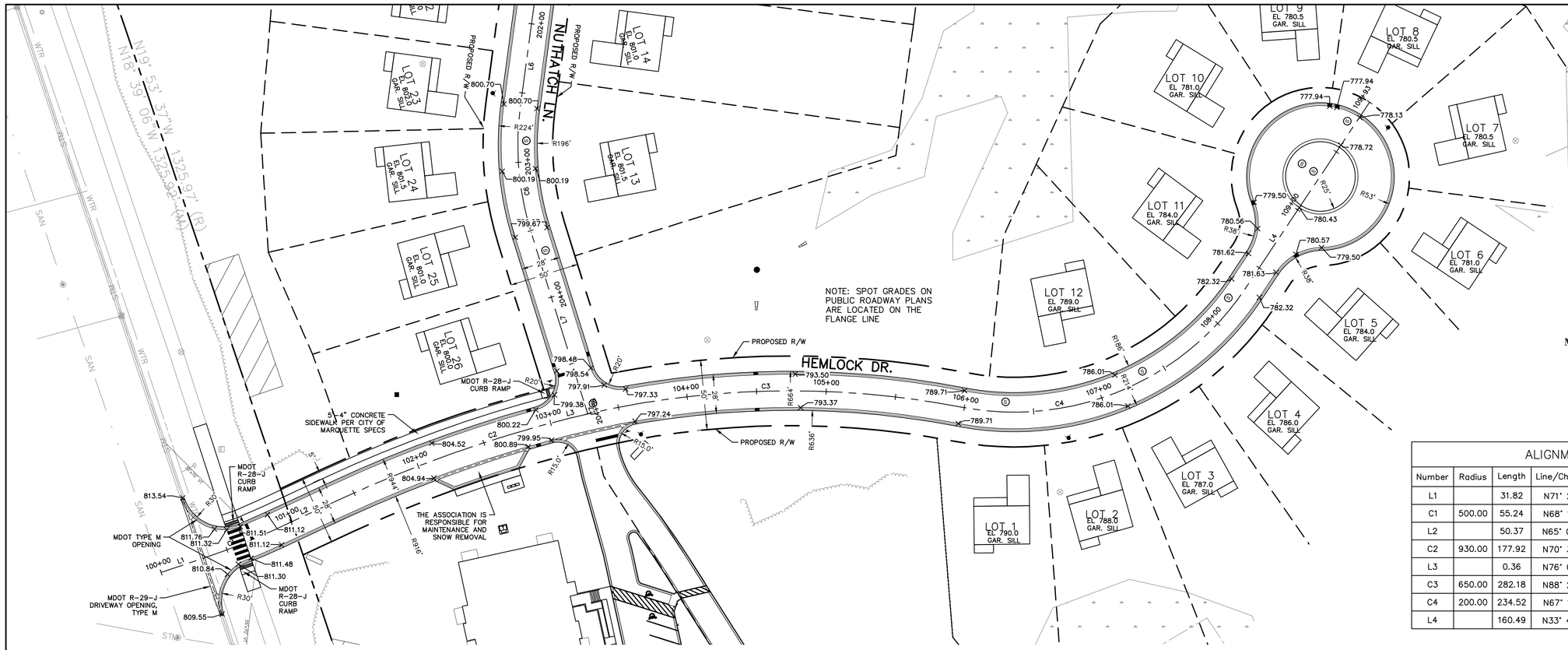
OVERALL GRADING PLAN

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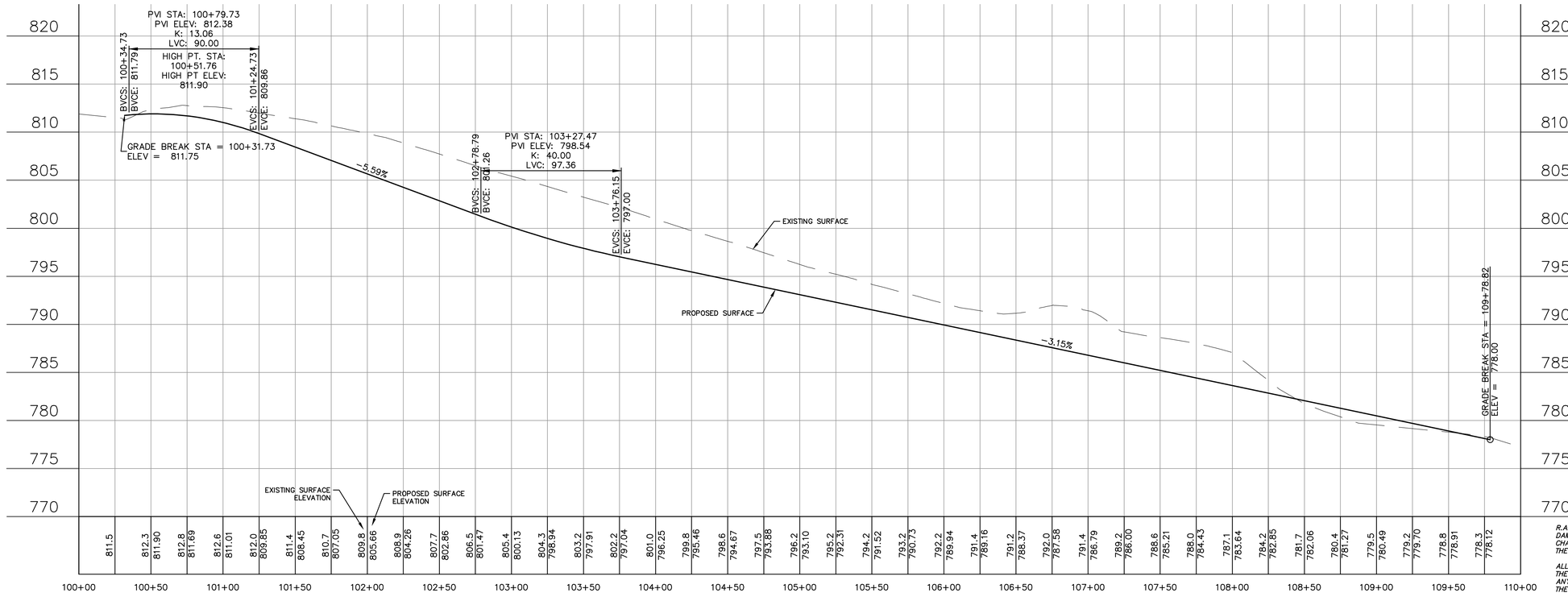
DATE: 4/25/2024
SCALE: 1" = 80'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C300

P:\3230006\3230006.02\dwg\Sheets\3230006.02-GP01.dwg, Overall Grading, 4/25/2024 1:05:07 PM, crr



ALIGNMENT TABLE HEMLOCK DR.					
Number	Radius	Length	Line/Chord Direction	Start Station	End Station
L1		31.82	N71° 23' 11.89"E	100+00.00	100+31.82
C1	500.00	55.24	N68° 13' 18.84"E	100+31.82	100+87.05
L2		50.37	N65° 03' 25.79"E	100+87.05	101+37.42
C2	930.00	177.92	N70° 32' 16.56"E	101+37.42	103+15.34
L3		0.36	N76° 01' 07.33"E	103+15.34	103+15.70
C3	650.00	282.18	N88° 27' 20.16"E	103+15.70	105+97.89
C4	200.00	234.52	N67° 17' 58.31"E	105+97.89	108+32.41
L4		160.49	N33° 42' 23.63"E	108+32.41	109+92.90



Michigan's One-Call — Miss Dig — Utility Notification Organization

Three full days before you dig call the Miss Dig system 1-(800)-482-7171

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Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

DESCRIPTION | DATE

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

HEMLOCK DR. PLAN & PROFILE

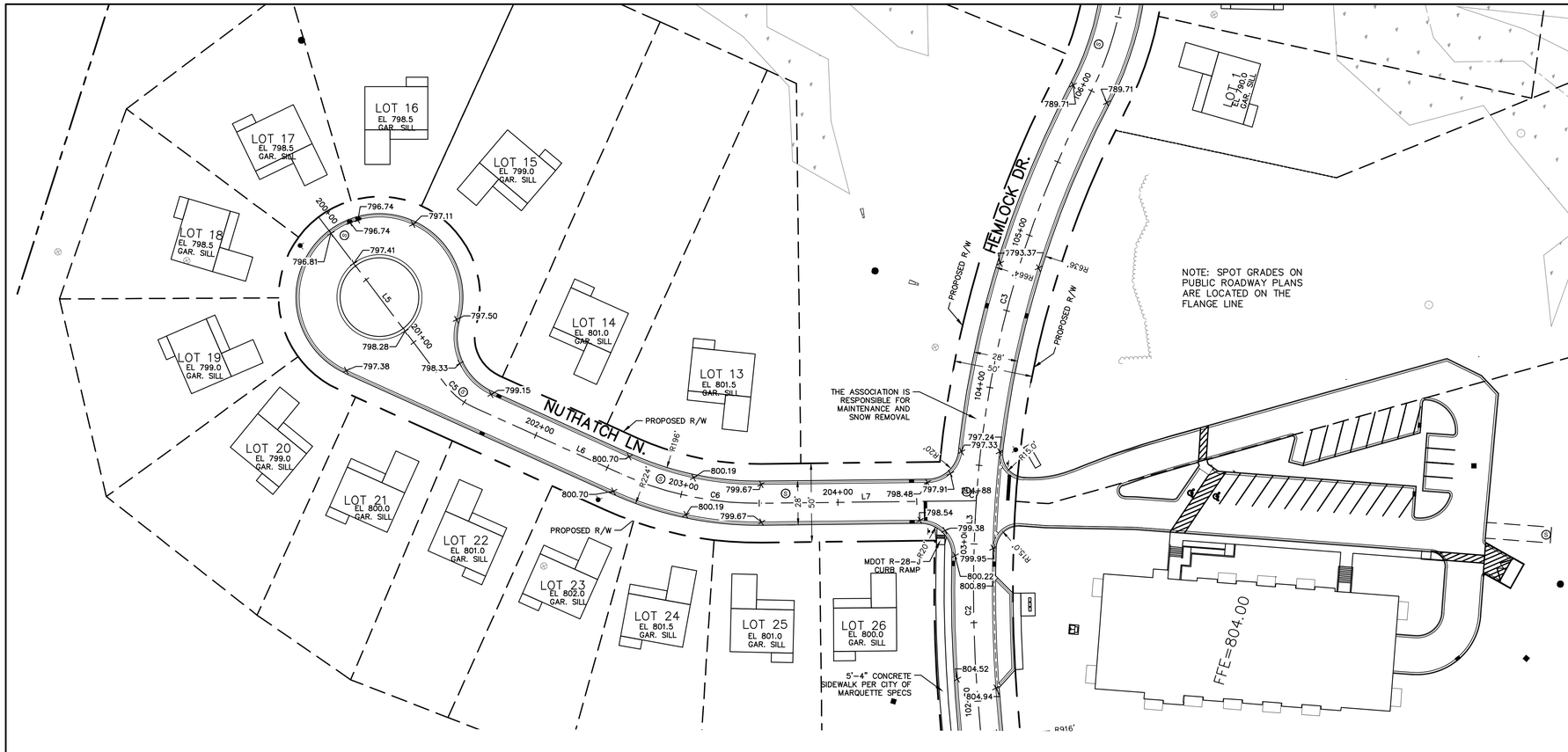
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DATE: **4/25/2024**
SCALE: **1" = 40'**
JOB NO. **3230006.02**
PROJECT MANAGER: **RYAN J. LANCOUR, P.E.**
DESIGNED BY: **JJJ**
CHECKED BY: **RJL**

SHEET NUMBER
C301

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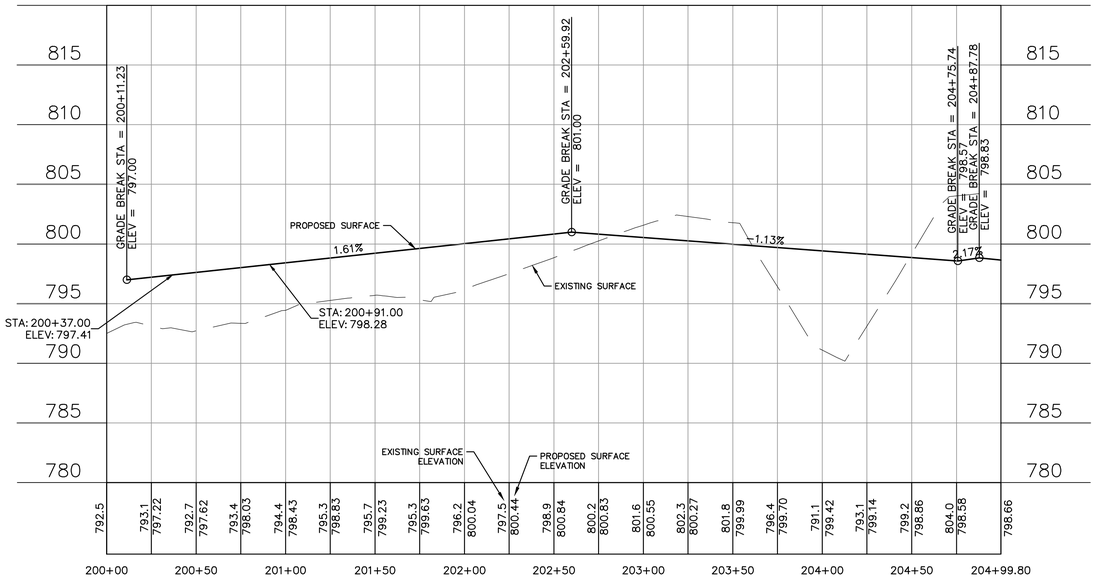


Michigan's One-Call — Utility Notification Organization

Three full days before you dig call the Miss Dig system
1-(800)-482-7171

ALIGNMENT TABLE NUTHATCH LN.

Number	Radius	Length	Line/Chord Direction	Start Station	End Station
L5		134.38	S36° 13' 35.88"W	200+00.00	201+34.38
C5	44.00	21.93	S21° 56' 47.97"W	201+34.38	201+56.31
L6		103.41	S7° 40' 00.06"W	201+56.31	202+59.72
C6	210.00	91.62	S4° 49' 54.58"E	202+59.72	203+51.33
L7		133.14	S17° 19' 49.21"E	203+51.33	204+84.47
C7	200.00	2.37	S16° 59' 29.21"E	204+84.47	204+86.84



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NUTHATCH LN. PLAN & PROFILE

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DATE: **4/25/2024**
SCALE: **1" = 40'**
JOB NO. **3230006.02**
PROJECT MANAGER: **RYAN J. LANCOUR, P.E.**
DESIGNED BY: **JJJ**
CHECKED BY: **RJL**

SHEET NUMBER
C302

P:\3230006\3230006.02\Dwg\Sheets\3230006.02-PP01.dwg, Sheet B-PP, 4/25/2024 1:05:34 PM, crr

S89° 05' 06"E 1708.21' (M)

POND #1
TOP OF BERM: 780'
BOTTOM OF POND: 776'
EMERGENCY SPILLWAY: 778'

POND #2
TOP OF BERM: 790'
BOTTOM OF POND: 786'
EMERGENCY SPILLWAY: 788'

POND #3
TOP OF BERM: 772'
BOTTOM OF POND: 765'
EMERGENCY SPILLWAY: 770'

NUTHATCH LN.

HEMLOCK DR.

LOT 1 EL 790.0 GAR. SILL
LOT 2 EL 788.0 GAR. SILL
LOT 3 EL 787.0 GAR. SILL
LOT 4 EL 786.0 GAR. SILL
LOT 5 EL 784.0 GAR. SILL
LOT 6 EL 781.0 GAR. SILL
LOT 7 EL 780.5 GAR. SILL
LOT 8 EL 780.5 GAR. SILL
LOT 9 EL 780.5 GAR. SILL
LOT 10 EL 781.0 GAR. SILL
LOT 11 EL 784.0 GAR. SILL
LOT 12 EL 789.0 GAR. SILL
LOT 13 EL 801.5 GAR. SILL
LOT 14 EL 801.0 GAR. SILL
LOT 15 EL 800.5 GAR. SILL
LOT 16 EL 798.5 GAR. SILL
LOT 17 EL 798.5 GAR. SILL
LOT 18 EL 798.5 GAR. SILL
LOT 19 EL 799.0 GAR. SILL
LOT 20 EL 799.5 GAR. SILL
LOT 21 EL 800.0 GAR. SILL
LOT 22 EL 801.0 GAR. SILL
LOT 23 EL 801.5 GAR. SILL
LOT 24 EL 801.5 GAR. SILL
LOT 25 EL 801.0 GAR. SILL
LOT 26 EL 800.0 GAR. SILL

CONNECT TO EXISTING ASPHALT PATH

SEE DETAIL 1

1 NW CONCRETE RAMP AT HEMLOCK DR. / NUTHATCH LN.
SCALE: H: 1" = 20'

2 ASPHALT PATH AT ENTRANCE TO HEMLOCK DR.
SCALE: H: 1" = 20'

LEGEND

- PROPERTY LINE
- EXISTING 5-FT CONTOUR
- EXISTING 1-FT CONTOUR
- PROPOSED 5-FT CONTOUR
- PROPOSED 1-FT CONTOUR
- 884.50 — PROPOSED SPOT GRADE AT FLOW LINE OR SPOT GRADE ON PAVEMENT
- (884.50) — PROPOSED SPOT GRADE AT TOP OF CURB
- 834.50± — MATCHING GRADES INTO EXISTING

GRAPHIC SCALE
20 0 20 40 80
(IN FEET)

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Utility Notification Organization
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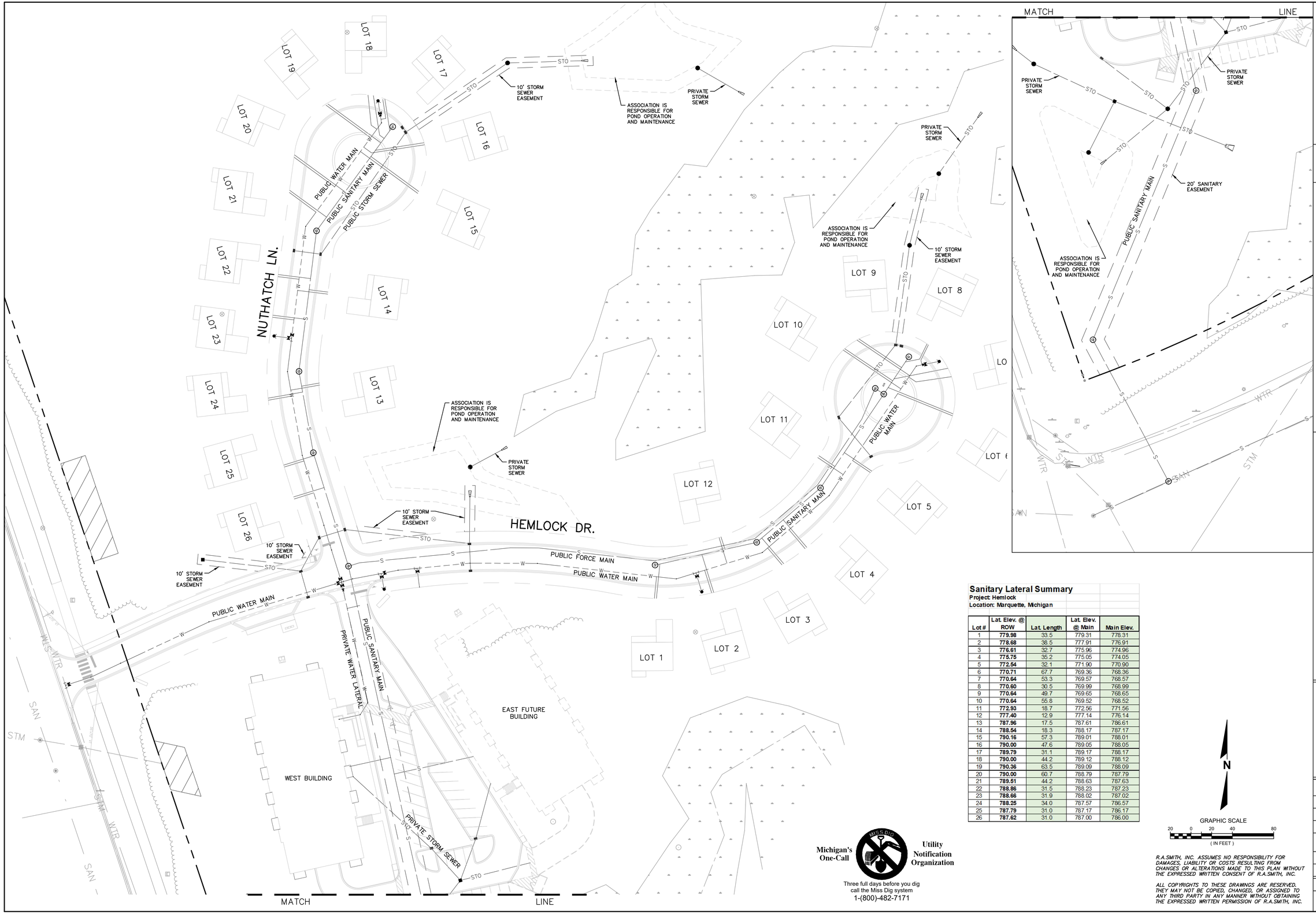
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HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN
DETAILED GRADING NORTH

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DATE: 4/25/2024
SCALE: 1" = 40'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C303



Sanitary Lateral Summary

Project: Hemlock
Location: Marquette, Michigan

Lot #	Lat. Elev. @ ROW	Lat. Length	Lat. Elev. @ Main	Main Elev.
1	**779.98**	33.5	779.31	778.31
2	**778.68**	38.5	777.91	776.91
3	**776.61**	32.7	775.96	774.96
4	**775.75**	35.2	775.05	774.05
5	**772.54**	32.1	771.90	770.90
6	**770.71**	67.7	769.36	768.36
7	**770.64**	53.3	769.57	768.57
8	**770.60**	30.5	769.99	768.99
9	**770.64**	49.7	769.65	768.65
10	**770.64**	55.8	769.52	768.52
11	**772.93**	18.7	772.56	771.56
12	**777.40**	12.9	777.14	776.14
13	**787.96**	17.5	787.61	786.61
14	**788.54**	18.3	788.17	787.17
15	**790.16**	57.3	789.01	788.01
16	**790.00**	47.6	789.05	788.05
17	**789.79**	31.1	789.17	788.17
18	**790.00**	44.2	789.12	788.12
19	**790.36**	63.5	789.09	788.09
20	**790.00**	60.7	788.79	787.79
21	**789.51**	44.2	788.63	787.63
22	**788.86**	31.5	788.23	787.23
23	**788.66**	31.9	788.02	787.02
24	**788.25**	34.0	787.57	786.57
25	**787.79**	31.0	787.17	786.17
26	**787.62**	31.0	787.00	786.00

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N

GRAPHIC SCALE
20 0 20 40 80
(IN FEET)

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HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

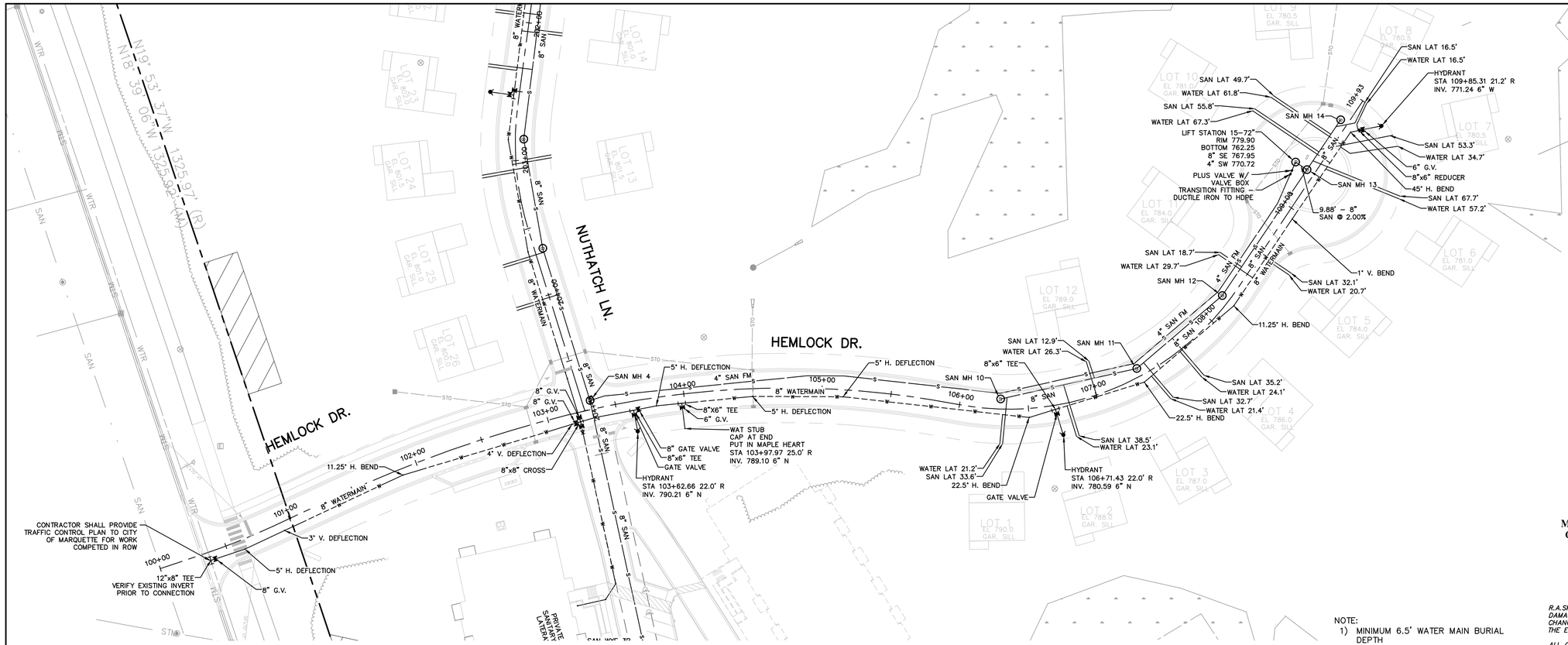
OVERALL UTILITY PLAN

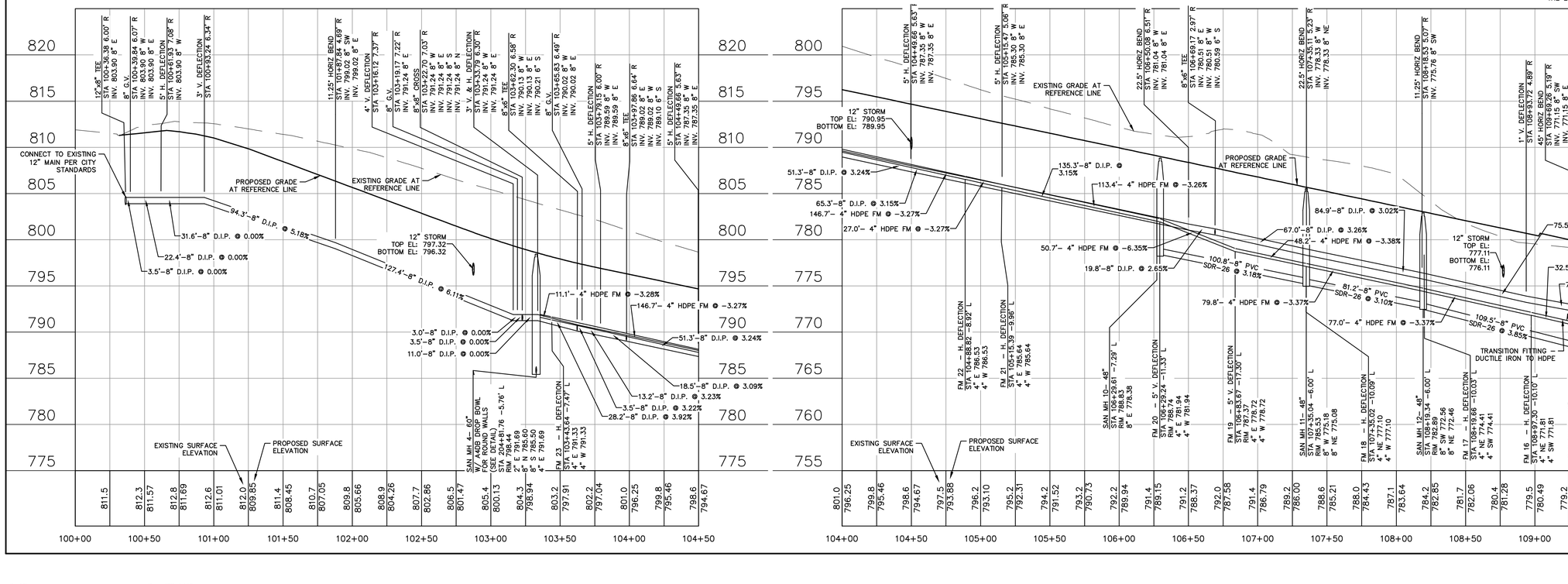
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DATE: **4/26/2024**
SCALE: **1" = 40'**
JOB NO. **3230006.02**
PROJECT MANAGER: **RYAN J. LANCOUR, P.E.**
DESIGNED BY: **JJJ**
CHECKED BY: **RJL**

SHEET NUMBER
C400

P:\3230006\3230006.02\Dwg\Sheets\3230006.02-UP01.dwg, Overall Utility, 4/26/2024 2:03:13 PM, crr





NOTE:
1) MINIMUM 6.5' WATER MAIN BURIAL DEPTH
2) 18" SEWER/WATER VERTICAL SEPARATION

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Utility Notification Organization
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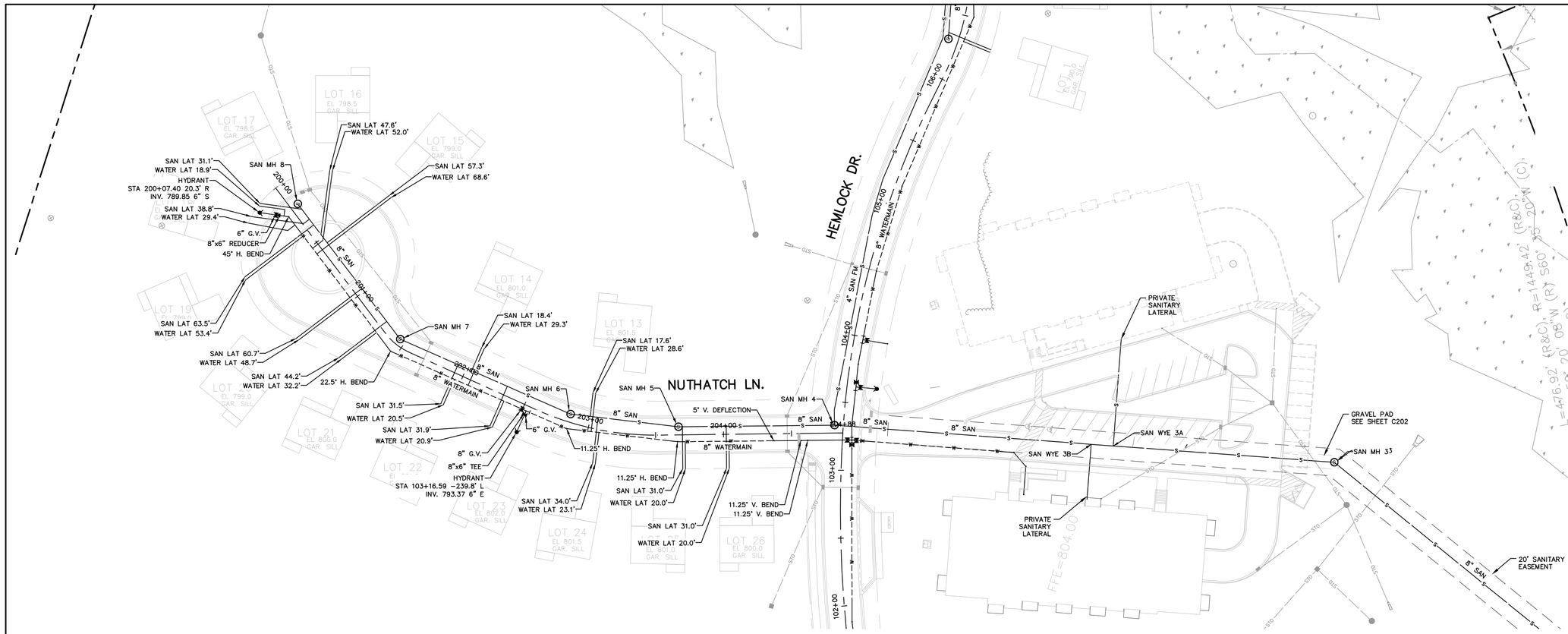
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(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

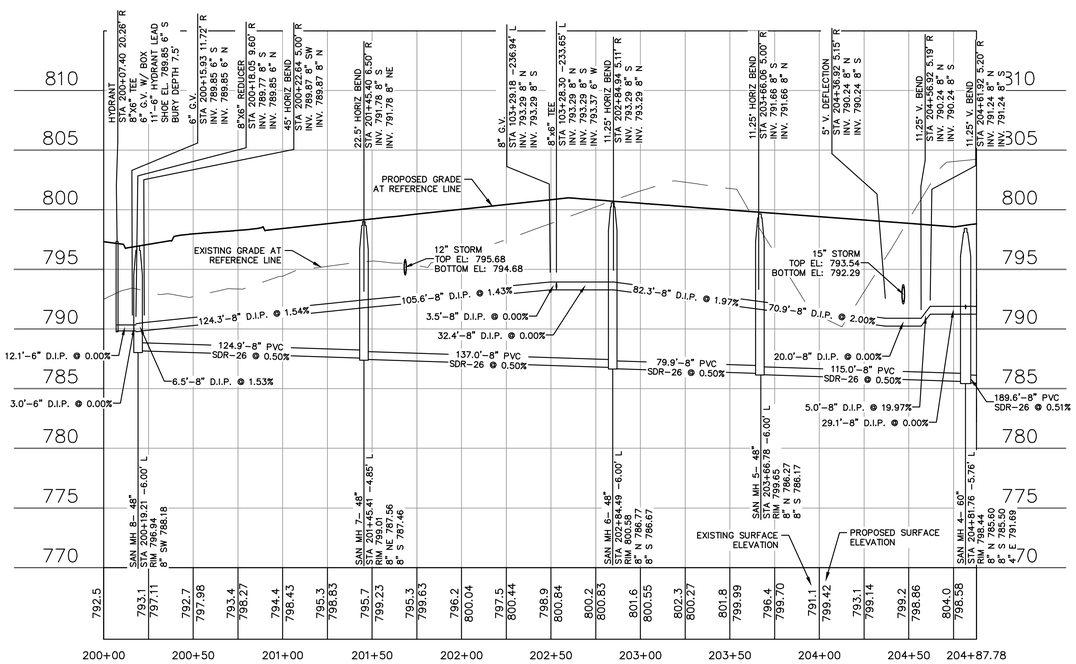
HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN
HEMLOCK DR. SANITARY AND WATERMAIN PLAN & PROFILE

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DATE: 4/25/2024
SCALE: 1" = 40'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C401





NOTE:
1) MINIMUM 6.5' WATER MAIN BURIAL DEPTH
2) 18" SEWER/WATER VERTICAL SEPARATION

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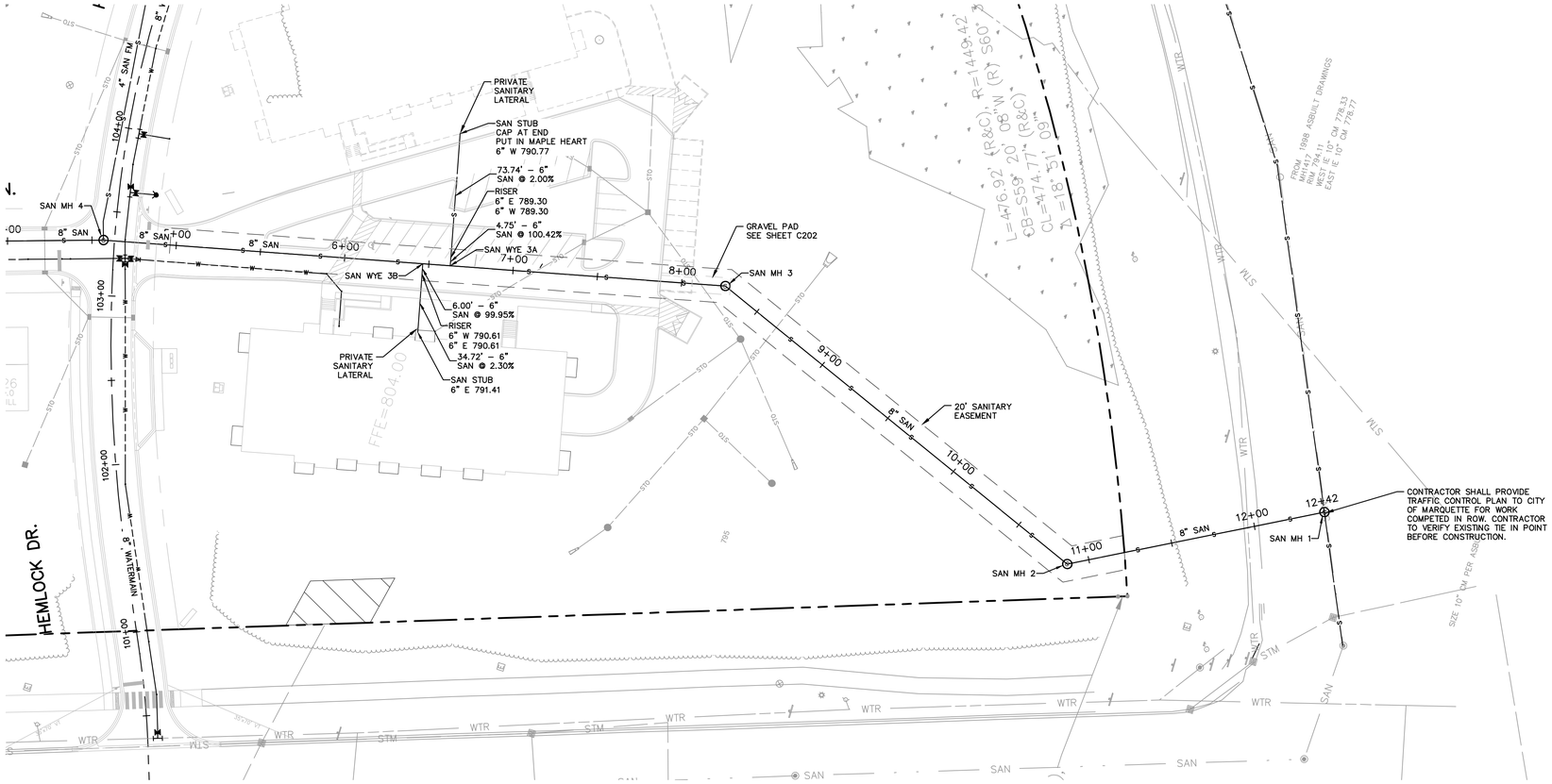
HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

NUTHATCH LN. SANITARY AND WATERMAIN PLAN & PROFILE

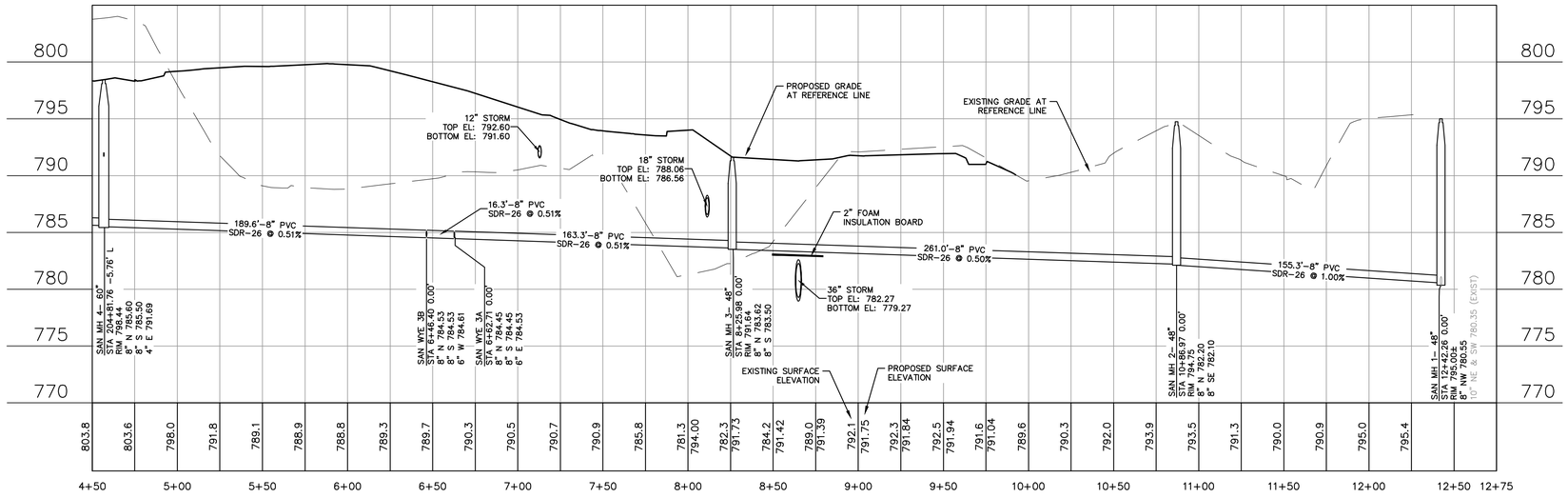
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DATE: 4/25/2024
SCALE: 1" = 40'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C402



GRAPHIC SCALE
20 0 20 40 80
(IN FEET)
VERTICAL PROFILE SCALE: 1"=6'



NOTE:
1) MINIMUM 6.5' WATER MAIN BURIAL DEPTH
2) 18" SEWER/WATER VERTICAL SEPARATION

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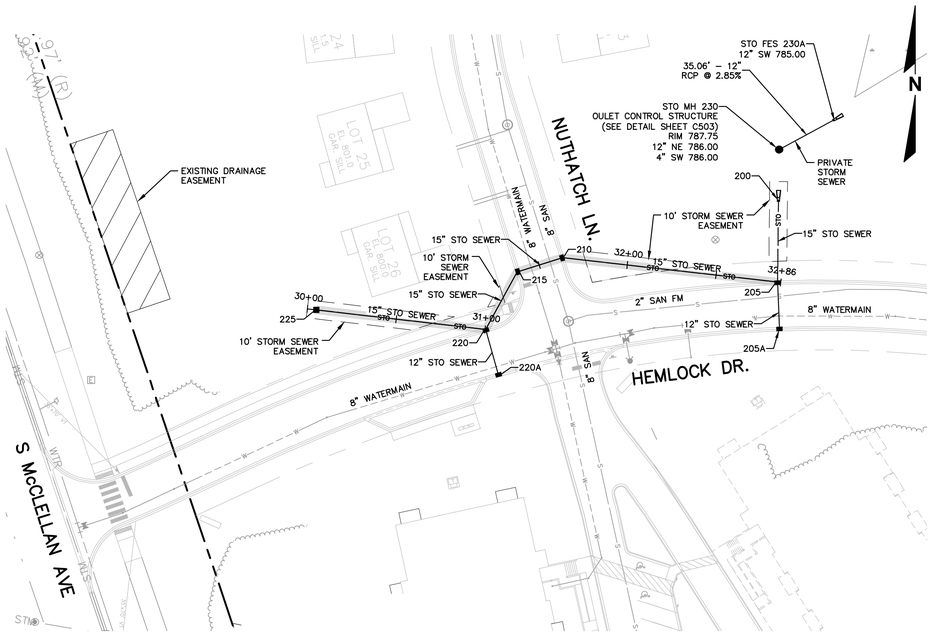
HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

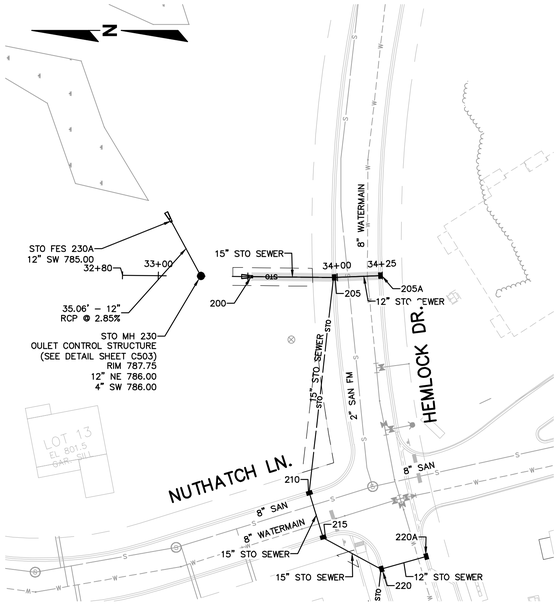
NUTHATCH LN. / EASEMENT SANITARY PLAN & PROFILE

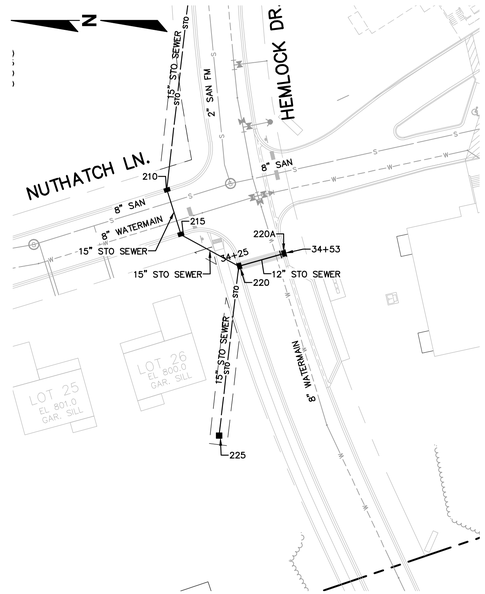
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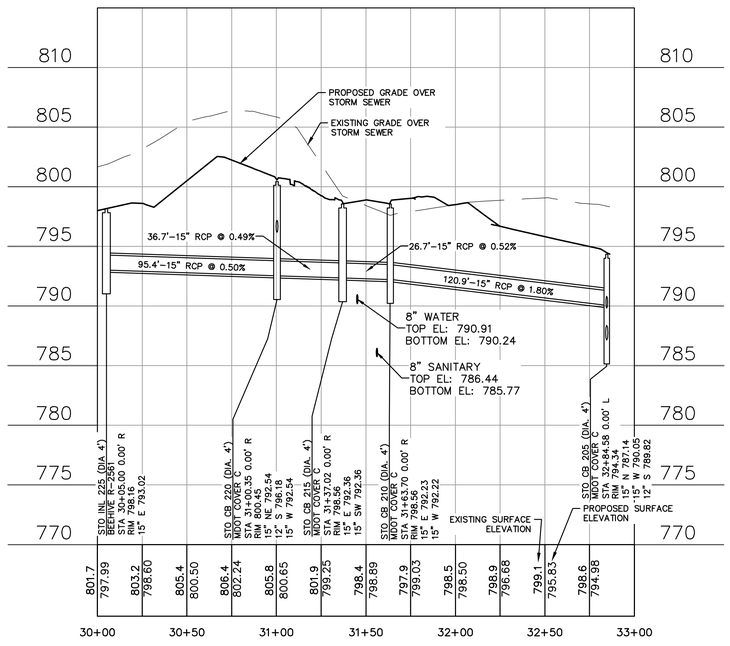
DATE: 4/25/2024
SCALE: 1" = 40'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

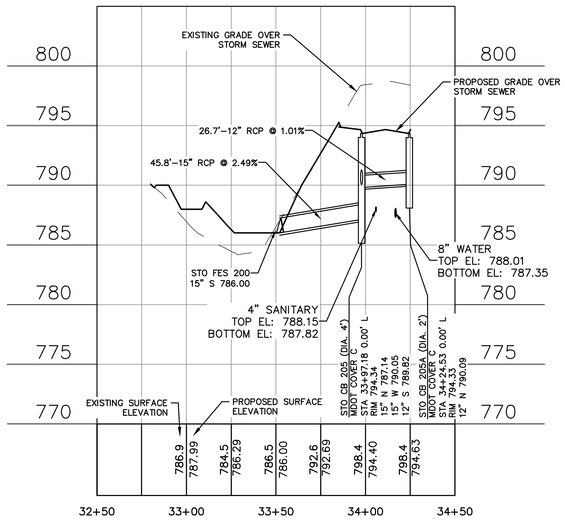
SHEET NUMBER
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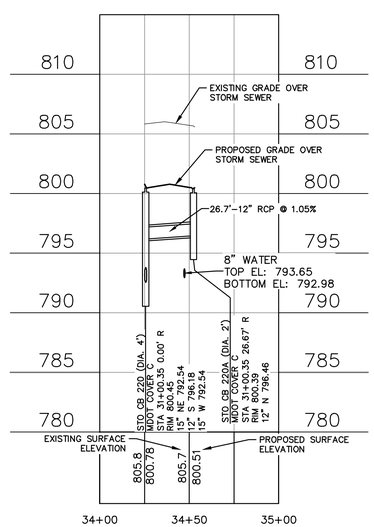












NOTE: ALL 2' DIA. AND 4' DIA. STORM SEWER STRUCTURES SHALL HAVE A 2' SUMP

GRAPHIC SCALE
20 0 20 40 80
(IN FEET)

VERTICAL PROFILE SCALE: 1"=6'

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Utility Notification Organization
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call the Miss Dig system
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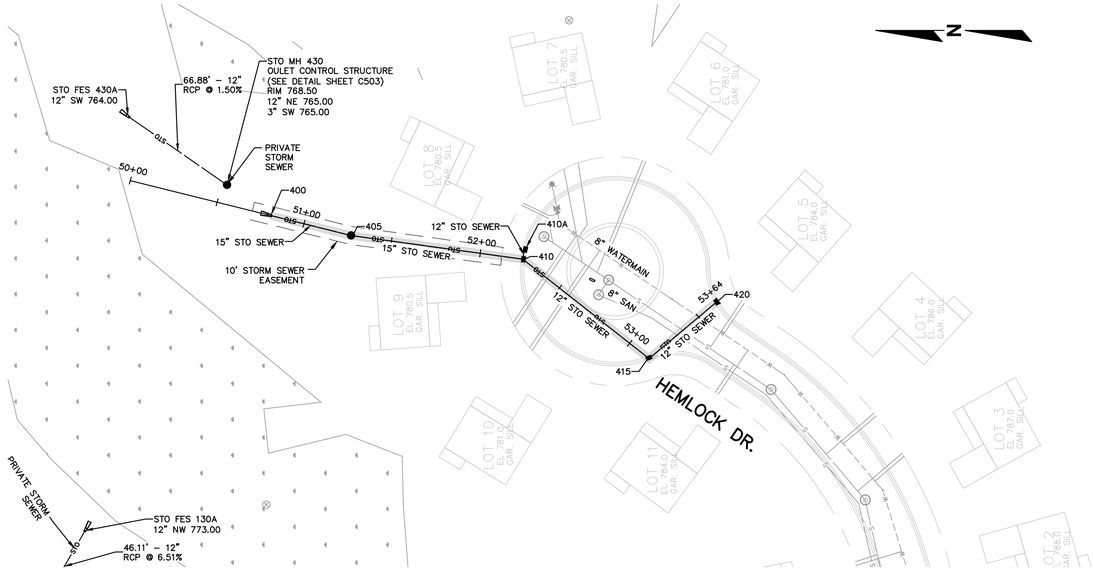
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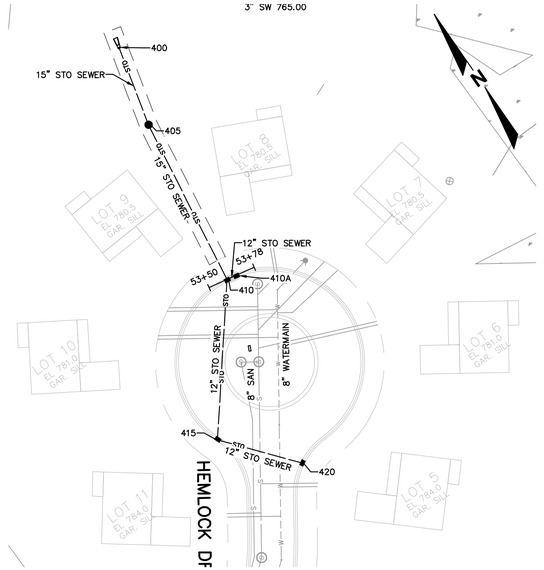
HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN
STORM SEWER PLAN AND PROFILES

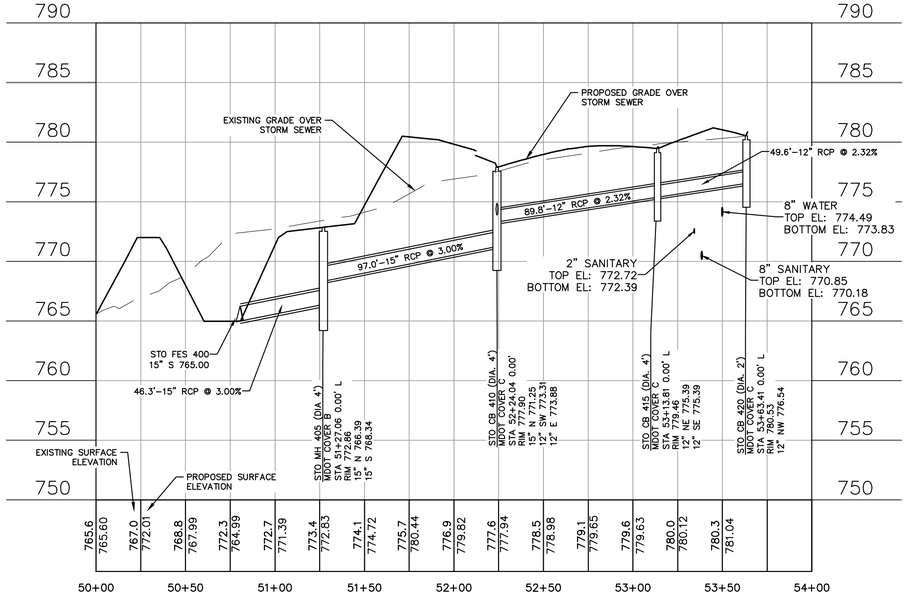
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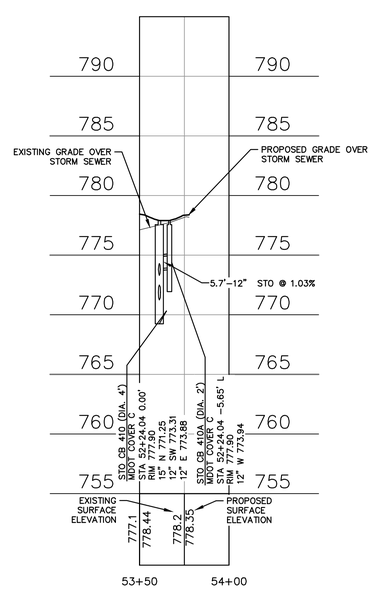
DATE: 4/25/2024
SCALE: 1" = 40'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C404









NOTE: ALL 2' DIA. AND 4' DIA. STORM SEWER STRUCTURES SHALL HAVE A 2' SUMP

GRAPHIC SCALE

0 ## ##

(IN FEET)

VERTICAL PROFILE SCALE: 1"=6'

Michigan's One-Call — Utility Notification Organization

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Cedarburg, WI | Naperville, IL | Irvine, CA

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

STORM SEWER PLAN AND PROFILES

© COPYRIGHT 2024
R.A. Smith, Inc.

DATE: **4/25/2024**

SCALE: **1" = 40'**

JOB NO. **3230006.02**

PROJECT MANAGER:
RYAN J. LANCOUR, P.E.

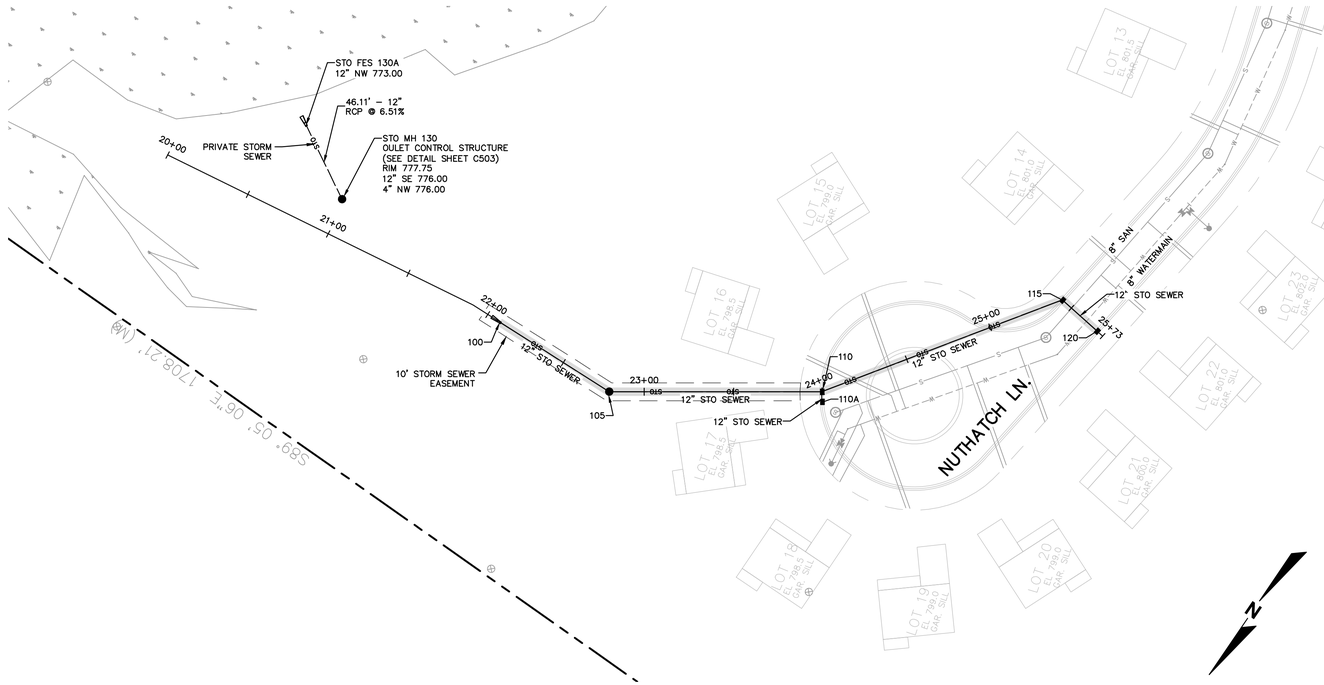
DESIGNED BY: **JJJ**

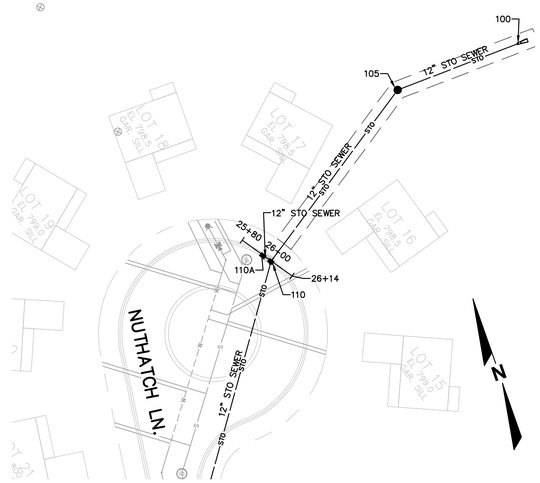
CHECKED BY: **RJL**

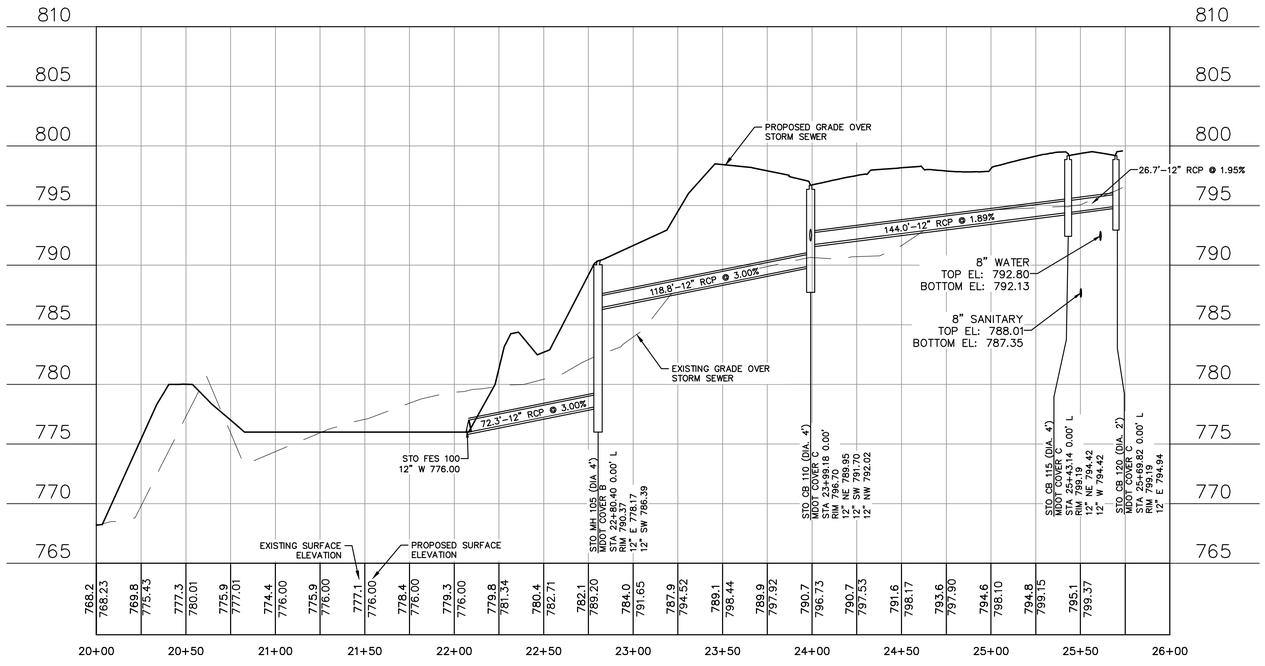
SHEET NUMBER

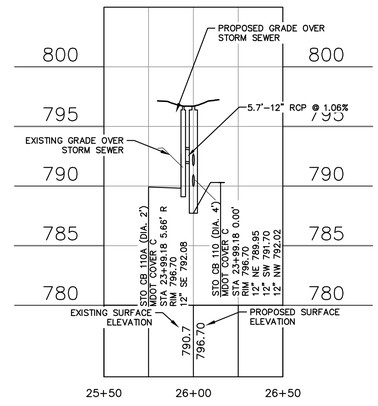
C405

P:\3230006\3230006.02\Dwg\Sheets\3230006.02-UP03.dwg, Street A-STORM-PP (2), 4/25/2024 1:07:39 PM, crr









NOTE: ALL 2' DIA. AND 4' DIA. STORM SEWER STRUCTURES SHALL HAVE A 2' SUMP

GRAPHIC SCALE
20 0 20 40 80
(IN FEET)

VERTICAL PROFILE SCALE: 1"=6'

Michigan's One-Call — Utility Notification Organization
Three full days before you dig call the Miss Dig system
1-(800)-482-7171

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DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

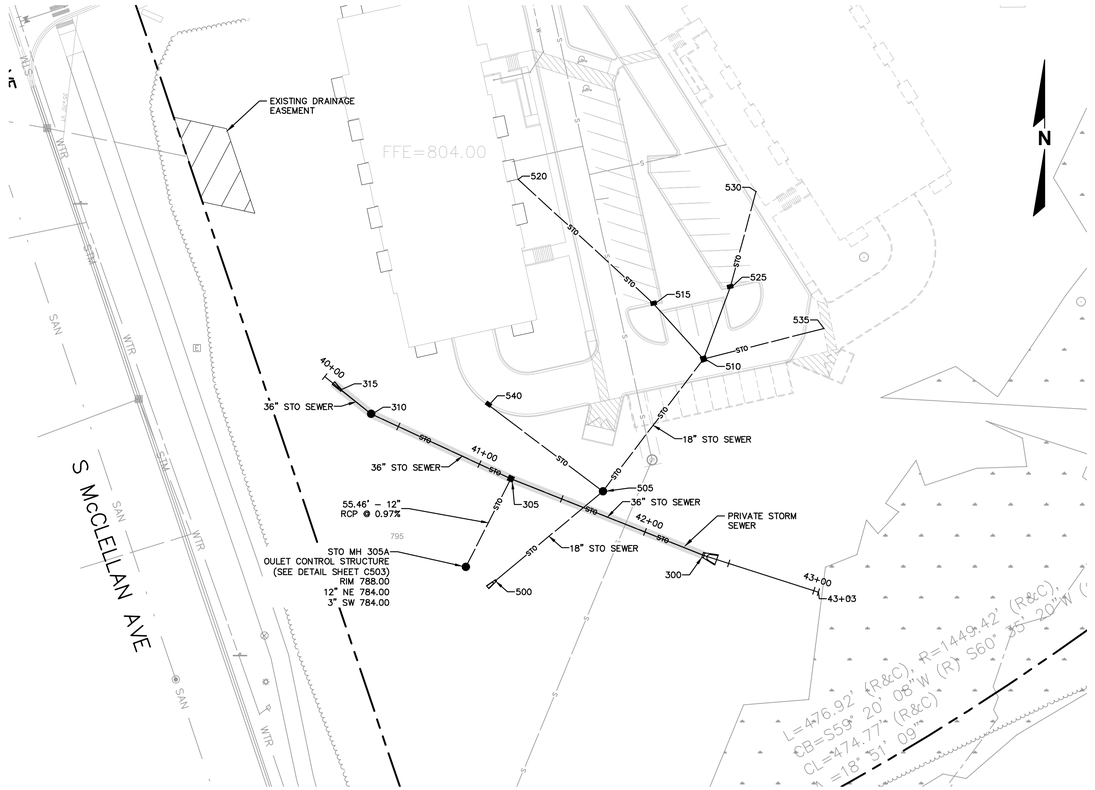
HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

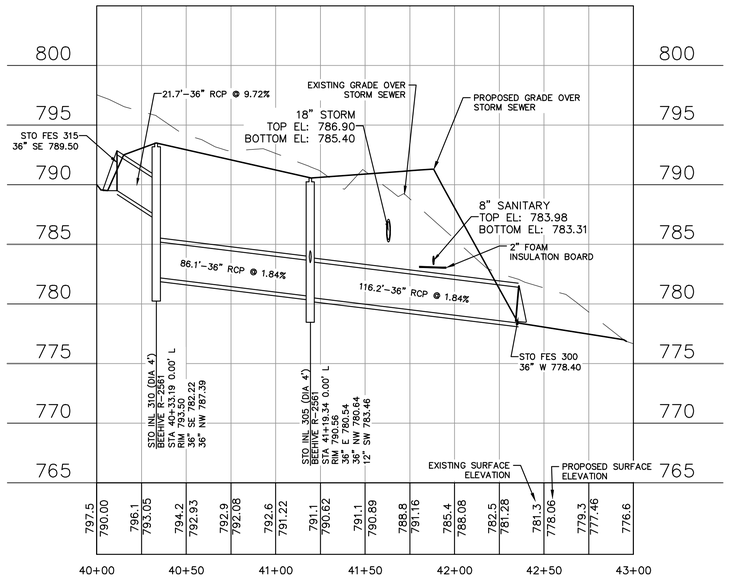
STORM SEWER PLAN AND PROFILES

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R.A. Smith, Inc.

DATE: 4/25/2024
SCALE: 1" = 40'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C406





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GRAPHIC SCALE
20 0 20 40 80
(IN FEET)

VERTICAL PROFILE SCALE: 1"=6'

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Cedarburg, WI | Naperville, IL | Irvine, CA

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

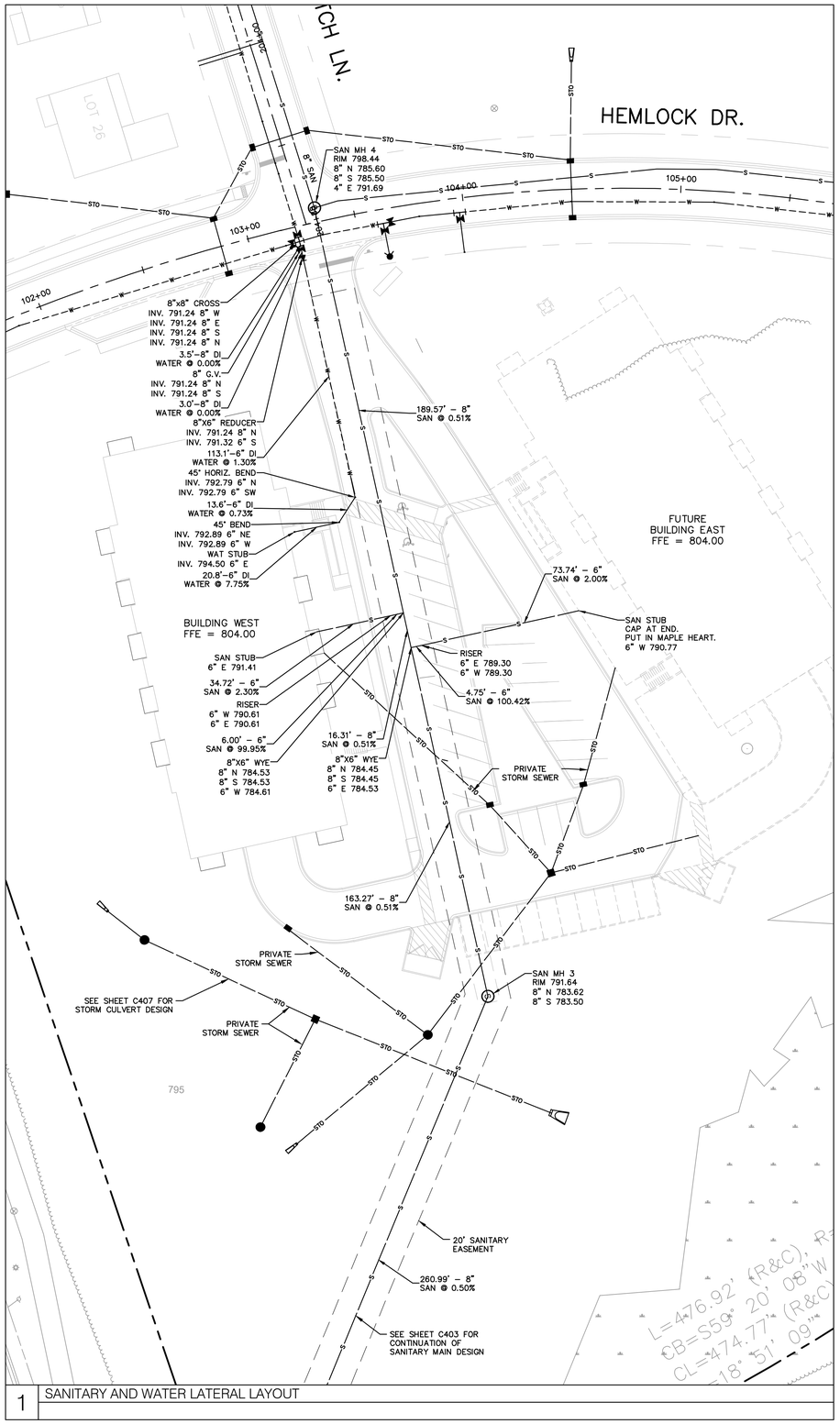
STORM SEWER PLAN AND PROFILES

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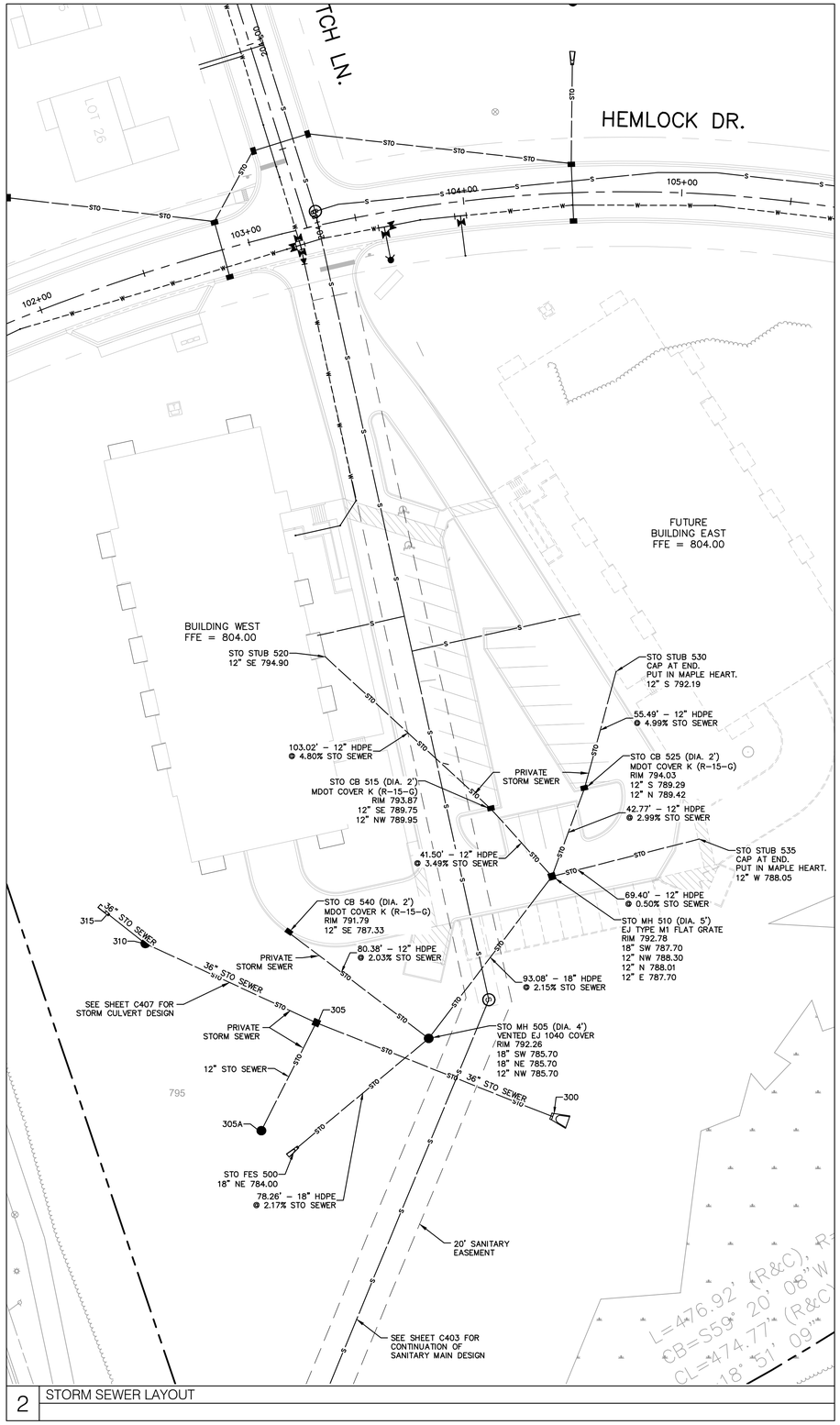
DATE: 4/25/2024
SCALE: 1" = 40'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C407

P:\3230006\3230006.02\Dwg\Sheets\3230006.02-UP03.dwg, Sheet B-STORM-EASE-PP, 4/25/2024 1:07:50 PM, crr



1 SANITARY AND WATER LATERAL LAYOUT



2 STORM SEWER LAYOUT

N

GRAPHIC SCALE
15 0 15 30 60
(IN FEET)

VERTICAL PROFILE SCALE: 1"=6'

LEGEND

- PROPERTY LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED STORM MANHOLE
- PROPOSED STORM INLET
- PROPOSED SANITARY STRUCTURE
- PROPOSED WATER STRUCTURE

NOTE:
1) MINIMUM 6.5' WATER MAIN BURIAL DEPTH
2) 18" SEWER/WATER VERTICAL SEPARATION
3) ALL 2' DIA. AND 4' DIA. STORM SEWER STRUCTURES SHALL HAVE A 2' SUMP

Michigan's One-Call — Utility Notification Organization

Three full days before you dig
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1-(800)-482-7171

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HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN

SOUTH SITE - WATER, SANITARY, & STORM PLAN

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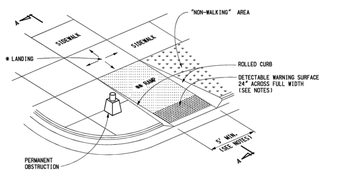
DATE: 4/25/2024
SCALE: 1" = 30'
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C408

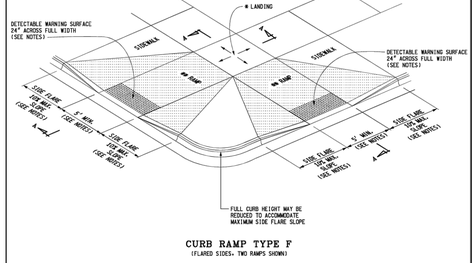
J:\3230006\3230006.02\Dwg\Sheets\3230006.02-UP04.dwg, Site-UTILITY-South, 4/25/2024 1:08:11 PM, cr

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%. RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.

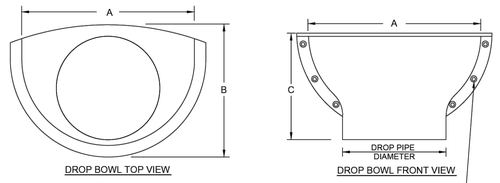


CURB RAMP TYPE R
(ROLLED SIDES)



CURB RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)

MDOT Michigan Department of Transportation	DEPARTMENT DIRECTOR Paul C. Ajegba	MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR: CURB RAMP AND DETECTABLE WARNING DETAILS
PREPARED BY DESIGN DIVISION	APPROVED BY: Gregg Brunner, P.E. Oct 14 2021 12:32 PM — DIRECTOR, BUREAU OF FIELD SERVICES	
DRAWN BY: R.L.T.	APPROVED BY: Bradley C. Wieferich Oct 15 2021 11:01 AM — DIRECTOR, BUREAU OF DEVELOPMENT	
CHECKED BY: R.J.C.	4-7-2022 T.R.N.A. APPROVAL	5-8-2020 PLAN DATE
	R-28-J	SHEET 1 OF 7



MADE IN U.S.A.
U.S. PAT. # 6074130
CANADIAN PAT. # 2269565

TYPICAL INSTALLATION

DROP BOWL SELECTION CHART

DROP PIPE DIAMETER	MANHOLE DIAMETER					
	FLAT WALL	4' DIA	5' DIA	6' DIA	7-8' DIA	9-12' DIA
4"	A4FDB	A4DB	A4DB	A4R96	A4R96	
6"	A6FDB	A6DB	A6DB	A6R96	A6R96	
8"	B8FDB	B8DB	B8DB	B8DBR84	B8DBR84	B8R144
10"	B10FDB	B10DB	B10DB	B10R96	B10R96	B10R144
12"	24/12FDB	24/12R60	24/12R60	24/12R60	24/12R96	24/12R144
15"	24/15FDB	24/15R60	24/15R60	24/15R60	24/15R96	24/15R144
18"	30/18FDB		30/18R60	30/18R60	30/18R96	30/18R144
21"	36/21FDB		36/21R60			36/21R144
24"	48/24FDB			48/24R72	48/24R96	48/24R144

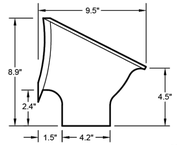
DROP BOWL DIMENSIONS

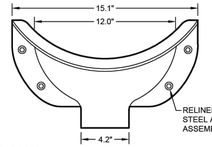
SERIES	DROP PIPE DIAMETER	WIDTH "A"	DEPTH "B"	HEIGHT "C"	ANCHOR BOLT QUANTITY & TYPE
A4	4"	12"	9.5"	8.9"	4 - 1" TAMP-IN
A6	6"	12"	11.1"	8.8"	4 - 1" TAMP-IN
B8	8"	18"	13.0"	11.5"	4 - 1" TAMP-IN
B10	10"	18"	13.5"	11.5"	4 - 1" TAMP-IN
24/12	12"	24"	16.5"	15.0"	6 - 1" TAMP-IN
24/15	15"	24"	19.3"	15.8"	6 - 1" TAMP-IN
30/18	18"	30"	23.5"	18.5"	6 - 1" TAMP-IN
36/21	21"	36"	31.6"	23.0"	8 - 3" WEDGE
48/24	24"	48"	30.5"	30.0"	10 - 3" WEDGE

RELINER INSIDE DROP BOWLS ARE FABRICATED IN MARINE GRADE FIBERGLASS AND FINISHED IN BRIGHT WHITE GEL COAT.

USE RELINER STAINLESS STEEL PIPE BRACKETS TO SUPPORT DROP PIPE. EXTERNAL PIPE COUPLER REQUIRED. PROVIDE SWEEP AT DROP PIPE OUTLET.

RELINER / DURAN, INC.		
9 MATTHEWS DRIVE, UNIT A1/A2 EAST HADDAM, CT 06423 (800) 508-6001 FAX: (877)434-3197 WWW.RELINER.COM		
DESCRIPTION	DATE	SCALE
SANITARY MANHOLE INSIDE DROP BOWL	2/22/21	NONE
	DRAWING NUMBER	DB-1





"A-4" DROP BOWL

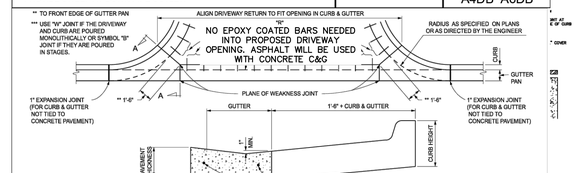
MODEL #
A4DB - 12" DROP BOWL WITH 4" OUTLET - USE FOR 4' - 5' DIA MH
A4R96 - 12" DROP BOWL WITH 4" OUTLET - USE FOR 6' - 8' DIA MH
A6DB - 12" DROP BOWL WITH 6" OUTLET - USE FOR 4' - 5' DIA MH
A6R96 - 12" DROP BOWL WITH 6" OUTLET - USE FOR 6' - 8' DIA MH

THE "A-4" BOWL WILL SERVICE UP THROUGH FULL 6" INLETS. THE "A-6" BOWL WILL SERVICE UP THROUGH FULL 8" INLETS. CAN BE USED FOR 10" INLET MODERATE FLOWS. ALL SIZES ARE FOR RETROFIT OR NEW CONSTRUCTION. FABRICATED IN MARINE GRADE FIBERGLASS AND FINISHED IN BRIGHT WHITE GEL COAT.

USE 4 RELINER ANCHOR ASSEMBLIES TO ATTACH DROP BOWL TO MANHOLE WALL. USE RELINER STAINLESS STEEL PIPE BRACKETS TO SUPPORT DOWN PIPE. EXTERNAL PIPE COUPLER REQUIRED. PROVIDE SWEEP AT DOWN PIPE OUTLET.

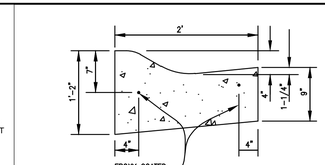
MADE IN U.S.A.
U.S. PAT. # 6074130
CANADIAN PAT. # 2269565

RELINER / DURAN, INC.		
9 MATTHEWS DRIVE, UNIT A1/A2 EAST HADDAM, CT 06423 (800) 508-6001 FAX: (877)434-3197 WWW.RELINER.COM		
DESCRIPTION	DATE	SCALE
A4 & A6 DROP BOWLS FOR ROUND WALLS	2/23/21	NONE
	DRAWING NUMBER	A4DB A6DB

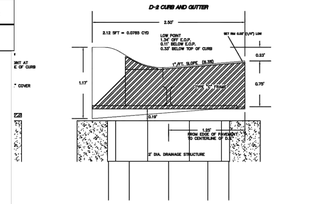


NOTE:
FOR ROADWAYS WITH CONCRETE PAVEMENTS, LONGITUDINAL LANE TIES WILL BE CONTINUOUS THROUGH THE DRIVEWAY OPENING AND THE SPACING OF THE #6 BARS IN CONCRETE DRIVEWAYS SHALL BE ADJUSTED TO AVOID CONFLICT WITH THE LONGITUDINAL LANE TIES.

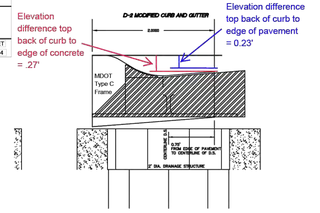
CONCRETE DRIVEWAY OPENING, DETAIL M



MODIFIED D2 CURB (IN RIGHT OF WAY)



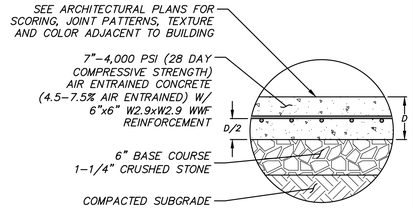
STRUCTURES



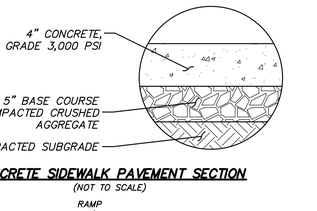
MDOT Michigan Department of Transportation	DEPARTMENT DIRECTOR BRADLEY C. WIEFERICH, P.E.	STANDARD PLAN FOR: DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK		
		(SPECIAL DETAIL)	11/08/2023	SHEET 2 OF 4
		FHWA APPROVAL	PLAN DATE	R-29-J



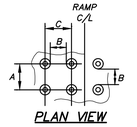
PRIVATE STANDARD-DUTY ASPHALT PAVEMENT SECTION
(NOT TO SCALE)



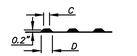
PRIVATE HEAVY-DUTY CONCRETE PAVEMENT SECTION
(NOT TO SCALE)



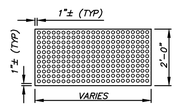
CONCRETE SIDEWALK PAVEMENT SECTION
(NOT TO SCALE)



PLAN VIEW



ELEVATION VIEW



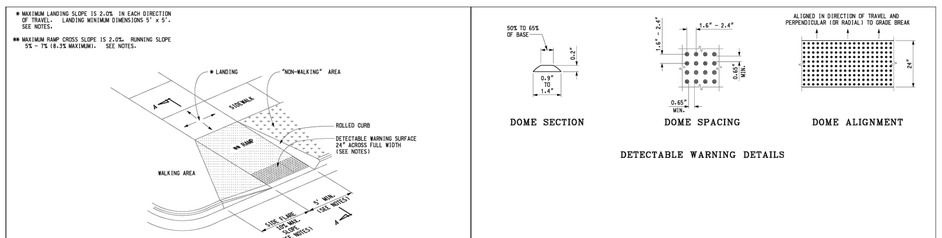
PLAN VIEW

	MIN.	MAX.
A	1.6"	2.4"
B	0.65"	1.5"
C	*	*
D	0.9"	1.4"

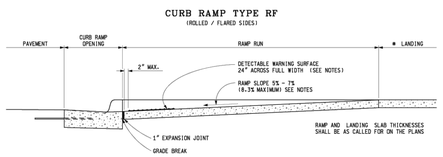
* THE C DIMENSION IS 50% TO 65% OF THE D DIMENSION.

NOTES:
1. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.
2. THE DETECTABLE WARNING SURFACE SHALL BE ADA COMPLIANT CAST IN PLACE TACTILE SURFACE WITH BRICK RED COLOR OR APPROVED EQUAL AS MANUFACTURED BY ADA SOLUTIONS, ACCESS PRODUCTS INC., ALERTTILES, ENGINEERED PLASTICS, INC., OR APPROVED EQUAL.
3. CURB RAMP DETECTABLE WARNING FIELDS TO BE INSTALLED 6 TO 8 INCHES FROM THE FACE OF CURB.

DETECTABLE WARNING FIELD DETAIL
(TRUNCATED DOMES - NOT TO SCALE)



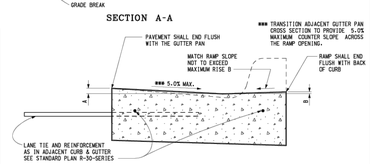
CURB RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A

CURB TYPE	MAXIMUM RISE (INCHES)	
	A	B
B1	1/4	1
B2	1/2	1
B3	3/4	1
D1	1/4	1
D2	1/2	1
D3	3/4	1
C1	1/2	1/2
C2	1/2	1/2
C3	3/4	1/2
C4	1/2	1/2
C5	1	1/2
C6	1	1/2
F1	1/2	1/2
F2	1/2	1/2
F3	3/4	1/2
F4	1/2	1/2
F5	1	1/2
F6	1	1/2

FOR CURB TYPES SEE STANDARD PLAN R-30-SERIES



SECTION THROUGH CURB RAMP OPENING
(TYPICAL ALL RAMP TYPES)

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR: CURB RAMP AND DETECTABLE WARNING DETAILS			
4-7-2022 T.R.N.A. APPROVAL	5-8-2020 PLAN DATE	R-28-J	SHEET 2 OF 7

DOME SECTION | DOME SPACING | DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

CURB RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP, WHERE CONDITIONS PERMIT. IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION. PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INDICATED. IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPS WITH A RUNNING SLOPE ≤5% DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 2% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 3" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN ½". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE CURB RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING. UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

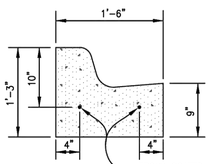
DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

MICHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR: CURB RAMP AND DETECTABLE WARNING DETAILS			
4-7-2022 T.R.N.A. APPROVAL	5-8-2020 PLAN DATE	R-28-J	SHEET 7 OF 7

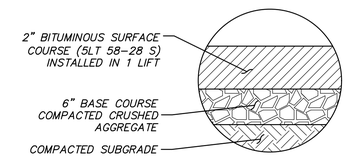
SIGN AND POST INSTALLATION - TYPE 2
FOR ALL SIGNS ON SITE, OUTSIDE THE BUILDING CURB
(NOT TO SCALE)

PENALTY SIGN WITH WORDING AS REQUIRED BY STATE OR LOCAL LAW
12"x9"

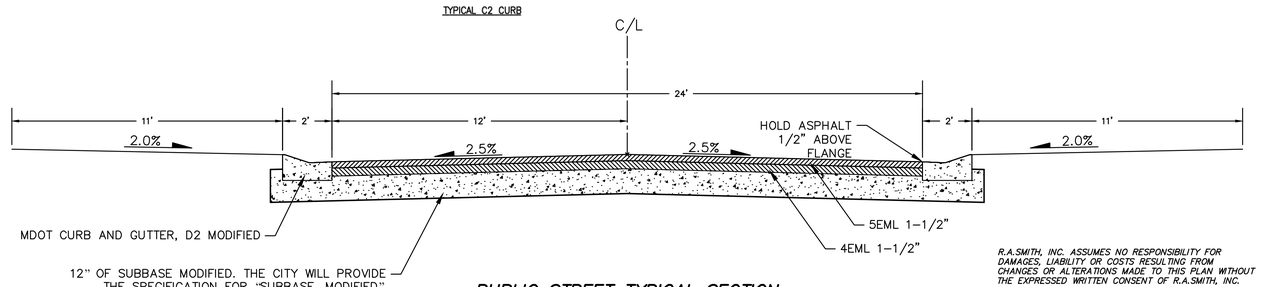
ACCESSIBLE PARKING SIGNS
(NOT TO SCALE)



TYPICAL C2 CURB



PUBLIC ASPHALT PATH PAVEMENT SECTION
(NOT TO SCALE)



PUBLIC STREET TYPICAL SECTION
(NOT TO SCALE. ROW ONLY)

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DATE	DESCRIPTION

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

HEMLOCK PARK
CITY OF MARQUETTE, MICHIGAN
MISCELLANEOUS

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DATE: 4/25/2024
SCALE: N.T.S.
JOB NO. 3230006.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
C509

OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION
June 4th, 2024

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00p.m. on Tuesday, June 4th, 2024, in the Commission Chambers at City Hall. An audio/video recording of this meeting is available online here.

ROLL CALL
Planning Commission (PC) members present: W. Premeau, M. Rayner, Vice Chair K. Clegg, K. Granger, D. Kaltsas, D. Fetter, C. Gottlieb, S. Lawry, Chair S. Mittlefehldt
PC Members absent: None
Staff present: City Planner & Zoning Administrator D. Stensaas

AGENDA

It was moved by C. Gottlieb, seconded by S. Lawry, and carried 9-0 to approve the agenda as presented.

MINUTES

The minutes of 05-21-24 were approved as presented, by consent.

CONFLICT OF INTEREST

None was stated.

CITIZENS WISHING TO ADDRESS THE COMMISSION ON AGENDA ITEMS

No comments were provided.

PUBLIC HEARINGS

There were none.

NEW BUSINESS
A. 09-SPR-06-24 – Hemlock Park Building, 3170 S. McClellan Ave.

D. Stensaas stated that staff has reviewed the proposed site plan is for the construction of a three-story building for a total of 39 residential units over an underground parking garage, new parking lot areas, site grading, dumpster enclosure, landscaping, and site improvements for 3151 & 3170 S. McClellan Avenue – which was just assigned a new address of 3500 Hemlock Drive today, with the adjacent smaller parcel addresses as 3300 Hemlock Drive - and that staff has provided comments regarding the plan, and that a parcel combination request and land division application has been conditionally approved for the proposed parcels as shown in the survey page of the site plan set. He showed on the monitors the items in the Planning Commission agenda for the case – the Staff Report, the Site Plan Review application with lighting cut sheets, staff comments from the Police Dept., Fire Dept., Community Development Dept., the area map, block map, photos of the site, and the site plan set. He said that staff did not receive correspondence on this case.

Michele Thomas, representing the Veridea Group, stated:
The project is a multi-family unit with 39 units, 32 garage spaces, and wood-built apartment buildings. The original plan included all single-family homes, but more density could be gained with the 1- and 2-bedroom multi-family apartment buildings on the site. After attending a county target market analysis presentation, the data showed that the higher density housing is what is needed versus single family homes, which Marquette has. The site also affords space for outdoor recreation, including the bike path right next to the site. She also said that Bethany Cody from Veridea Group and Josh Dawson from Myefski Architects were here to answer any additional questions.

K. Clegg asked how the relationship with NTN is, and if any NTN trails will be added to the site to add value to the apartments.

Ms. Thomas said she was on the NTN board in the past and believes they have a quite good relationship with them. Veridea also has worked with the NTN to add trails through other Veridea developed properties.

It was moved by C. Gottlieb, seconded by K. Clegg, and carried 9-0 to suspend the rules for discussion.

C. Gottlieb said 3500 McClellan has underground parking but noted the additional above ground parking for that address looks designated for 3300 McClellan on the plans. He also asked - when 3300 McClellan is developed, what is the proposed parking plan for that building if 3500 McClellan uses the current designated above ground parking on the submitted plan?

Mr. Dawson said 3300 McClellan, the second building, would also have underground parking. This site plan doesn't show it but there is planned additional parking to be added to the exterior above ground.

C. Gottlieb asked Mr. Dawson how southeast wetlands would be affected with the required parking for both buildings.

Mr. Dawson said the additional required parking is minimal and directly on the south portion of the "U" shape and that there is space for parking without affecting the wetlands. Mr. Dawson proceeded to point out in the site plan where the parking was located on the site plans, and it was confirmed with D. Stensaas that 3500 and 3300 McClellan would not be affected if required parking was shared between the two buildings.

S. Mittlefehldt asked Mr. Dawson how snow storage area needs would be met, as well as the frontage landscaping plan.

Mr. Dawson said the snow storage could be met by pushing snow into the center island, the driveway down to the building, the new space created by the "U" and plenty of other open spaces, without affecting the wetlands. And he has not seen the landscaping plan yet, but the landscaper is working on the plan in conjunction with City staff to make sure the requirements are met.

S. Mittlefehldt asked the staff if the city is assuming responsibility for the public infrastructure.

D. Stensaas said the city is assuming responsibility as part of a development agreement with the developer.

Ms. Thomas said that the developer has a contract with the city for $2 million for the development of the parcel, which will be paid back to the city over the next approximately 5 years through taxes, connection fees, utility fees, etc. A prior contract was made with Veridea and the city for Harbor Vista where the city paid $300,000 for a new water main that serviced Shiras Hills but also Harbor Vista and that contract payback was fulfilled in three years.

W. Premeau asked if any of the project will be funded under Brownfield.

D. Stensaas said the site would be eligible for Brownfield but was not requested or granted into Brownfield.

Ms. Thomas stated this is not a Brownfield project.

W. Premeau said he noticed Veridea had a unique way of arriving at the building height – that the measurement in the site plan is from the "average grade" which starts midway from the bottom foundation to the ground where Mr. Premeau stated it has always been measured from the bottom of the foundation.

He also asked if the top measurement is to the top of the flat roof, regardless of any additions such as towers or chimneys.

D. Stensaas said the measurement is to the flat plane of the roof and the average grade is across the extent of the building.

Mr. Dawson stated that the average grade measurement is the average finished grade around the perimeter of the building. And the height of the building is to the flat roof, and does not include anything above that including mechanical systems, etc.

D. Kaltsas asked if the color scheme presented is final.

Mr. Dawson said yes.

C. Gottlieb asked if Veridea had an anticipated date of 3300 McClellan starting after it's approved.

Ms. Thomas said that 3300 McClellan is anticipated and not a done deal. She said it may never happen based on demand and how well received 3500 McClellan is, but I suspect it will be and hope to be at a PC meeting next year for 3300 McClellan approval.

S. Mittlefehldt said that what she has learned from the Target Market Analysis report is that many people looking for new types of housing do not want detached single-family homes, and 55% of them are looking for a price point under $300,000. She asked what is a ballpark figure for these units?

Ms. Thomas said these units are only rentals and that she is only on the developing side of the project, but doubts any units will be below $1000/month.

C. Gottlieb asked if Veridea would commit to replacing the trail on the east and west that was there, for bikers?

Ms. Thomas stated she would not go out on limb and commit to anything in that regard.

C. Gottlieb asked Ms. Cody if she would commit [to trail replacement] on the 3300 McClellan site.

Ms. Cody stated she would not go out on limb either but is definitely open to the idea of recreating trails after the site is cleared and staked to see what availability there would be, but can't commit to what it would look like.

C. Gottlieb said that a verbal commitment was made to put in a boardwalk over the wetlands to replace the "Mossy" trail and really hopes Veridea follows through with this.

Ms. Cody said she was not familiar with that commitment and Ms.Thomas stated she wasn't there when that was said, but anything being talked about for a trail would have to be a boardwalk because it's all wetlands where a trail would be designated.

S. Mittlefehldt said if there are no more questions for the applicant at this time, we can go through the Site Plan Review Standards in section 54.1402(E) of the Land Development Code.

The Planning Commission discussed each of the 11 standards in section 54.1402(E) and the following comments were made during the discussion:

K. Clegg recommended looking into covered bike shelter as the site will be targeting trail users.

Ms. Thomas said the building includes bike and ski storage.

D. Fetter asked what lighting was going to be used, as lots of potential options were submitted, and asked

if there was an LDC standard for power.

D. Stensaas said there is a zoning standard in the code for the power and dispersal of lighting.

Ms. Thomas said they will use the least amount of light possible while still meeting the code.

S. Lawry said that it should be specified that addresses should be posted on end of buildings for emergency responders in addition to the entrances.

Ms. Thomas stated they will meet that request.

S. Mittlefehldt asked if anyone had more questions or would like to make a motion.

> *It was moved by K. Clegg, seconded by C. Gottlieb and carried 9-0, that after review of the site plan and the supplemental documentation dated 5-6-24, and the Staff Report for 09-SPR-06-24, the Planning Commission finds substantial compliance with the City of Marquette Land Development Code, the Site Plan Review Standards in Section 54.1402(E), and hereby approves the site plan with the following condition* - that an amended plan is submitted to meet staff comments.

B. 01-CSD-06-24 and 10-SPR-06-24 – Hemlock Park Site Condominiums (PIN: 0515951, 0515952, 0515953, 0515956, 0515957)

D. Stensaas stated that staff has reviewed the proposed site plan is for the construction site condominium subdivision to be called Hemlock Park which is proposed to have 26 units located at 3102, 3120, 3131,3140, 3161 S. McClellan Avenue, and that the address for this parcel was also reassigned earlier today as 3100 Highway M-553. He also said that the Land Development Code specifies a two-step review process. The Planning Commission will review the site condominium proposal and provide a recommendation to the City Commission, and then the City Commission will review it. He showed on the monitors the items in the Planning Commission agenda for the case – the Staff Report, the Site Plan Review application, staff comments from the Police Dept., Fire Dept., Community Development Dept., the area map, block map, photos of the site, and the site plan set. He said that staff did not receive correspondence on this case.

S. Mittlefehldt stated she would like more on the history of the underway street project.

D. Stensaas said he believed the street project was approved and started about two years ago and is adding two streets, Hemlock Dr. and Nuthatch Lane, and is well underway.

Bethany Cody, representing the Veridea Group, stated there are 26 lots of various shapes and sizes from a quarter to a half-acre and the site condominium allows a person to own the site and develop a home to their specifications within the code. The common area, equaling 13 acres, loops around the entire development and is shared by all site owners for outdoor use.

S. Lawry asked if the developers envision that site owners will use a pattern book to build a home, or is it completely independent plans and contractors per site.

Ms. Cody stated they are finalizing the covenants now but do not plan to use a pattern book, keeping it as open as possible.

S. Lawry asked if there would be a provision for individual lot development or if the developer was going to try to limit development to one lot per home. He mentioned that in another recent condo subdivision the master deed was amended by the HOA to allow for multiple lots to be purchased by one party and one party did buy three lots.

Ms. Cody stated she would like to see each lot have a home developed on it with the 26 available sites, and Veridea has placed some homes there to show where the setbacks would be, but she has not had a discussion as to whether a multiple lot purchase would be a possibility.

C. Gottlieb asked if a price point was available.

Ms. Cody stated they are still waiting for all their development fees and costs to come in to be able to tally a price point but said the obvious cheaper price point would be the site with less acreage.

C. Gottlieb asked if there was a minimum home size or footprint per the covenants.

Ms. Cody stated they would refer to the Zoning Code for dimensional regulations.

C. Gottlieb asked if the covenants would include a demand for a larger home.

Ms. Cody stated that no, it would not include dimension regulations for a home size beyond that of zoning. She stated she would hope that the site owner would be able to build a home that they are comfortable in.

M. Rayner asked if the development would have an architectural control committee that will oversee the structures.

Ms. Cody stated that they do not have an architectural control committee but that there will be an HOA developed as guide standards.

S. Lawry said that sheet C302 states that the development includes public streets, but the Association is responsible for maintenance and snow removal.

Ms. Cody stated that the city will maintain their roads but the HOA will state the property owner is to maintain their snow from their driveways.

S. Lawry is inquiring about the note on sheet C302 to the east of Nuthatch Lane where the arrow shows it points to the centerline of Hemlock Dr.

Ms. Thomas stated that the city required an 8’ easement for the snow to be pushed back off the road but she thinks what Mr. Lawry is looking at is a misplaced arrow.

S. Mittlefehldt asked if anyone had more questions or would like to make a motion.

> *It was moved by C. Gottlieb, seconded by K. Clegg and carried 9-0, that after review of the site plan and the supplemental documentation dated 04-26-24, and the Staff Report for 10-SPR-06-24 & 01-CSD-06-24, the Planning Commission finds substantial compliance with the City of Marquette Land Development Code Section 54.1405 and Section 54.503 and hereby recommends that the City Commission approve 10-SPR-06-24 & 01-CSD-06-24 with the following condition - that an amended plan is submitted to meet staff comments.*

PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no comments provided.

COMMISSION AND STAFF COMMENTS

S. Lawry said that front yard setback needs to be measured from back of curb and needs to be reviewed at least, if not added, to the next set of LDC amendments.

S. Mittlefehldt said that she and Commissioners Klegg, Kaltsas, and Granger attended the Target Market Analysis presentation recently and it was eye-opening, especially regarding housing with the townhomes and multi-family being in more demand than single family homes. She will be happy to pass the report along when it becomes available.

D. Stensaas said that regarding Commissioner Lawry's comment about the right of way measurement, Engineering has addressed that with new cross sections as it now states the measurement is from the back of curb. The right of way must be 66', but an exception was made in the LDC last year for site condominiums that allows the right of way to be 50 feet wide if they have 8' of snow storage on both sides of the street. Also, an amendment was proposed to be added to the LDC this year that the right of way could be alternative measurements to the Engineering Standard Design if snow storage was accounted for, for areas other than condo subdivisions.

ADJOURNMENT

The meeting was adjourned by Chair S. Mittlefehldt at 7:00 p.m.

David Stensaas

Prepared by D. Stensaas, City Planner and Zoning Administrator, Planning Commission Staff Liaison, and A. Cook, Community Development Dept. Administrative Assistant.