

City of Marquette, MI



Meeting Agenda City Commission

**Monday, August 11, 2025
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Public Hearing(s)

1. Downtown Development Authority TIF Plan #5 - Roll Call Vote
2. **Consent Agenda - Roll Call Vote**
 - 2.a. Approve the minutes of the August 7, 2025 special Commission meeting
 - 2.b. Approve the total bills payable in the amount of \$252,572.68
 - 2.c. Ordinance 25-09: Street-Naming Process - Roll Call Vote
 - 2.d. Ordinance 25-10: General Provisions
 - 2.e. Ordinance 25-11: Alcoholic Liquors
 - 2.f. Schedule Public Hearing - 401 W. Washington Street Brownfield Plan - Roll Call Vote
 - 2.g. Tourist Park Day-Use Access and Parking Area

New Business

3. DDA Revenue Sharing Agreement

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.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/11/2025

Public Hearing(s)

Downtown Development Authority TIF Plan #5 - Roll Call Vote

BACKGROUND:

The City Commission approved Tax Increment Financing (TIF) Plan #4 for the Downtown Development Authority at the March 11, 2024 regular meeting, which extended the TIF district to the DDA district covering portions of Third Street and which is set to expire in 2036.

At that time, the Commission directed the City Manager to attempt to work with the DDA and to come back at a future date with a proposal to extend the expiration date of the TIF plan, as well as with a revenue sharing agreement between the two parties.

The extension of the term of the TIF requires the adoption of TIF Plan #5, which has already been approved by the DDA board. This TIF plan, which is attached and will be officially adopted via Ordinance #25-08, primarily covers the term extension and includes minor housekeeping items such as corrections to property descriptions. A DDA TIF plan may only be adopted following a public hearing, which requires a 20-day notice under state law.

Under City Code, ordinances cannot be adopted at the same meeting at which they are introduced. This public hearing serves as the second read for Ordinance #25-08.

In addition to this new TIF Plan, a revenue sharing agreement with the DDA has been negotiated between the City Manager and the DDA Director. This proposed agreement was approved by the DDA board in July and is on this agenda for consideration under New Business.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the DDA TIF Plan #5, and adopt Ordinance #25-08.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Summary of Changes

- ▢ Ordinance 25-08 - Draft
- ▢ TIF Plan #5



Memorandum

To: Tara Laase-McKinney
From: Rob Bacigalupi, Principal
Re: DDA Plan #5 Draft
Date: March 15, 2025

Attached is the first draft of the City of Marquette Downtown Development Plan and Tax Increment Financing Plan #5. This revision to Plan #4 does two fundamental things: It corrects the description of the Third Street area to match that approved in September 2011 and extends the duration of TIF capture to 2054. Key edits to Plan #4 include:

- The maps in Figures 1, 2 & 3 have been updated to reflect the correct scope of the Third Street addition.
- Table 3 has been updated to reflect the correct geography of the DDA District.
- I've added a sentence in the *Explanation of the Tax Increment Procedure* stating TIF capture is subject to agreement(s) the City may enter into with other taxing authorities.
- Figure 4 was changed to show projected tax revenues for the entire DDA.
- A sentence was added to the text under *Duration of the Program* clarifying that eligible taxes billed before the end of the plan expiration but not paid until after are collectable by the DDA.
- Exhibits B, C, D, and E have been updated to reflect the Third Street area and duration changes.
- Text has been edited throughout the document to acknowledge the Third Street and duration changes.

ORDINANCE #25-08
AN ORDINANCE APPROVING DEVELOPMENT AND TAX
INCREMENT FINANCING PLAN #5 OF THE MARQUETTE
DOWNTOWN DEVELOPMENT AUTHORITY, AND AMENDING
MARQUETTE CITY CODE CHAPTER 16 TO REFLECT THE
APPROVAL

INTENT

The purpose of this ordinance is to approve the Marquette Downtown Development Authority's Development Plan and Tax Increment Financing Plan #5.

The City of Marquette Ordains:

SECTION 1. That Section 16-117 be hereby added to read as follows:

Sec. 16-117. Development Plan #5.

- (a) *Findings with respect to Plan #5.* Plan #5, in the form approved by the city commission on August 11, 2025, constitutes a public purpose, and the plan satisfies the considerations laid out in the Recodified Tax Increment Financing Act, specifically MCL 125.4219(1).
- (b) *Duration of plan.* The duration of Plan #5 shall be for a term ending December 31, 2054.

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

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____



CITY OF MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY

DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN #5



Approved by the Marquette City
Commission on _____, 2025





ACKNOWLEDGEMENTS

Marquette City Commission

Jessica Hanley, Mayor
Paul Schloegel, Mayor Pro Tem
Sally Davis
Cary Gottlieb
Michael Larson
Cody Mayer
Jerney Ottaway

Marquette Downtown Development Authority Board of Directors

Ryan Stern, Vice Chair
Marc Weinrick, Treasurer
Karen Kovacs, City Manager/Secretary
Robert Caron
Allison Clark
Christopher Durley
Charles Klecha
Lauren Rowland
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Downtown Development Authority Staff

Tara Laase-McKinney, Executive Director
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Madelyn Mays, Administrative Assistant

With assistance from:

Mission North, LLC



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Executive Summary



INTRODUCTION

The Marquette DDA adopted a Downtown Plan in 2020 that serves as a guide for development in Downtown Marquette. This Plan recommended, among other things, that the DDA focus additional resources in the Third Street area, including extending tax increment financing into that part of their Downtown District. The DDA began a review of amending its Development and Tax Increment Financing Plan in 2022. This included public engagement in February of that year. The review was paused until late 2023 when the DDA decided to pursue an updated Development and Tax Increment Financing Plan to reflect updated objectives. DDA Development and TIF Plan #4 was developed and approved by the Marquette City Commission on March 11, 2024. This Plan, #5 is a correction to Plan #4, clarifying the extent of the Third Street area, and extends the duration of the plan to 2054.

This plan reflects the direction the 2020 Plan set forth and acknowledges new realities of a post-covid economy. Initiatives in this plan fall under the following six categories:

- Consultation and Administration
- Marquette Commons
- Promotion and Cultural Support
- Parking Management/Transportation System Improvements
- Street, Alley and Sidewalk Improvements
- Economic Support

Third Street Focus

A primary focus of this plan is Third Street. Third Street initiatives include:

- Wayfinding and banners specifically for the Third Street district
- Gateway features for Third Street
- Parking improvements specifically to serve the Third Street businesses
- Street and streetscape improvements for Third Street



Authority

The State of Michigan allows municipalities to create Downtown Development Authorities (DDAs) to correct and prevent property value deterioration in business districts to promote economic development. Michigan Public Act 57 of 2018, P.A. 57, hereafter also referred to as Act 57, establishes powers DDAs can use to achieve their goals, such as creating studies and plans, acquiring and disposing of property, improving land, and special financing tools. This development and tax increment financing plan sets forth a plan for the next 30 years of economic growth in Downtown Marquette.

DDA Mission and Goals

Established by the City of Marquette, the Downtown Development Authority is committed to preserving and strengthening Downtown Marquette by creating a positive atmosphere for owners, businesses, investors, patrons, visitors, employees, and residents and is dedicated to preserving our historic architecture through planning and implementation of projects which inspire public and private investment.

Goals of the DDA

The following seven goals were established in the November 2020 Downtown Plan and helped inform strategies in that plan.

1. Stimulate economic development, establishing priority redevelopment sites and marketing them to a mixture of businesses while also maintaining and expanding relationships with current employers, partner agencies, and other local organizations.
2. Provide a safe and convenient multi-modal transportation system that provides travel choices and balances the needs of all users.
3. Continue to provide a wide range of housing options, including single-family, townhomes, and second-story residential mixed-use, in order to accommodate a variety of generations and lifestyles.
4. Support a downtown core that attracts new-economy industries while also enhancing the charming historical character of the City.
5. Promote continued reinvestment through mixed-use infill development that complements the preservation and character of historic buildings.



6. Connect the downtown with lakefront amenities and attractions, while continuing to preserve and sustain the natural features for generations to come.
7. Develop a parking management strategy to balance the needs of residents, employees, and visitors, while prioritizing signage, wayfinding and public and/or private lots.

Purpose of the Development Plan and Tax Increment Financing Plan #5

The purpose of this Development Plan and Tax Increment Financing Plan #5 is to provide the legal authority and procedures for public financial participation necessary to assist quality downtown development. This plan clarifies the extent of the Third Street area where tax increment is used, which was added in Plan #4. Plan #5 contains the following elements, as required by Act 57:

- Development Plan
- Tax Increment Financing Plan

BACKGROUND

Creation of DDA Downtown District

In January 1976, the City adopted an ordinance to add a new Chapter 74 to the City Code, which created the DDA and established the initial Downtown District commencing at the intersection of the center line of Rock Street extending east to the Lake Superior shoreline, north on Lakeshore Boulevard to Ridge Street; north on Front Street from the centerline of Rock Street to Ridge Street, Blaker Street from Bluff Street to Ridge Street, west on Ridge Street to the center line of Third Street, south on Third Street to the to the center line of Baraga Avenue, west on Baraga Avenue to the center line of Fourth Street; Washington Street from the center line of Fourth Street to Lakeshore Boulevard. The DDA was afforded all the powers and duties as set forth in Act 57, which at that time was Act 197 of 1975. A copy of that ordinance was included in the first DDA development and tax increment financing plans, i.e., Downtown Development Plan #1, which was adopted by ordinance of the City Commission in December 1984. In December 1992, the City Commission adopted Downtown Development Plan #2, which incorporated and added to Downtown Development Plan #1.



Downtown Development Plan #1

Downtown Development Plan #1 represents the major activities of the DDA in terms of accomplishing the objectives in the Development Area that were laid out at that time in the City's Community Development Plan. The Development Area was designed to capture Tax Increment Revenues generated by all properties fronting on West Washington Street between Front and Fourth Streets, and those properties located within an area bounded by Bluff Street, from Front Street to Third Street, and Main Street. The Development Area was delineated to include those properties most likely to benefit from the construction of a planned parking facility as well as not limit the possibility of utilizing Tax Increment Revenues for other projects within the Downtown District. A legal description and Development Area map were incorporated into the Downtown Development Plan #1. Downtown Development Plan #1 called for the construction of a two-story parking facility located in the 100 block of West Bluff Street, providing access and egress on both levels to both North Front Street and North Third Street, i.e., the Bluff Street Parking Structure. The total cost of the parking structure was \$1,176,744. Tax Increment Revenues were used to pay the principal of and interest on City of Marquette Building Authority bonds and to reduce the cost of the parking facility to those properties contributing to the construction and maintenance of the structure through special assessments. The bonds were issued in the amount of \$840,000 and were retired in September 2000.

Downtown Development Plan #2

Downtown Development Plan #2 was designed primarily to expand the area where Tax Increment Revenues may be used. The DDA identified several additional public facility and parking projects that Downtown Development Plan #1 could not fund. Under Downtown Development Plan #1, Tax Increment Revenues could only be used in the four-block area surrounding the Bluff Street Parking Structure. Downtown Development Plan #2 expanded the Downtown District boundaries to include all properties fronting on west Washington Street from Fourth Street to Seventh Street; Main Street from Third Street to Lakeshore Boulevard; Spring Street and Baraga Street from Fourth Street to Lakeshore Boulevard; properties fronting Baraga Street from Third Street to Lakeshore Boulevard; and properties fronting the eastside of Front Street from Baraga Street to Lakeshore Boulevard and Blaker Street. Efforts were made to avoid areas where residential housing units are a pronounced part of the uses. This area was delineated to include areas of the City's central business district experiencing economic decline and most likely to benefit from future development of public facilities, especially parking and pedestrian access ways. The County opposed the adoption of Downtown Development Plan #2. The City, the County and the DDA entered into an agreement pursuant to Section 14(4) of Act 197 in December 1992, to



share a portion of the Captured Assessed Value. Specifically, that portion of the Development Area included in Downtown Development Plan #2 lying west of a line drawn down the center of Front Street is not included as part of the captured assessed value for which the DDA captures Tax Increment Revenues from County levied millages. Specific projects are identified by the DDA annually including improving public parking facilities as identified in a report commissioned by the DDA including improvements to surface parking, public walkways, and amenities in the lower harbor.

Downtown Development Plan #2 was adopted as an amendment to Downtown Development Plan #1 as a mechanism for the allocation of Tax Increment Revenues to accomplish projects annually identified by the DDA over and above the annual allocation for the bond repayment related to and maintenance of the Bluff Street Parking Structure.

Downtown Development Plan #3.

Development Plan and Tax Increment Financing Plan #3 was adopted to meet the objectives of the DDA and to increase economic development in the City. The intent of Downtown Development Plan #3 was to amend and re-state Downtown Development Plans #1 and #2. Downtown Development Plan #3 has a term ending December 31, 2036. At the time Downtown Development Plan #3 was adopted, the DDA's boundaries were expanded to include Third Street up to Fair Avenue.

Downtown Development Plan #4

Development and Tax Increment Financing Plan #4, adopted in 2024, updated projects, and expanded tax increment financing into the Third Street area, which was added to the DDA District in 2012. Limitations to tax capture established by Downtown Development Plan #2 remain in place.

Downtown Development Plan #5

This plan, Development and Tax Increment Financing Plan #5 is a correction to Plan #4, clarifying the extent of the Third Street area. Additionally, this plan extends the duration of the plan to 2054.

Development Plan



Introduction

At the time of the creation of this Development Plan, it was estimated that there were over 100 residents within the development areas included in this Plan. On _____, 2025, the City Commission authorize the creation a Development Area Citizens Advisory Council for the purposes of meeting the requirements Act 57. The City solicited applicants for the Council via the City's website, public access television, the DDA website and the local daily newspaper and was unable to secure the required nine members. Pursuant to Act 57, the failure of a development area citizens council to organize shall not preclude the adoption of the Development Plan.

Designation of Boundaries of the Development Areas

REFERENCE TO P.A. 57 OF 2018: SECTION 217(2)(A)

The DDA Downtown District and the development areas within its boundaries are shown in Figure 1 on the following page. This map illustrates the relationship of the various districts to highways, streams, and Lake Superior.

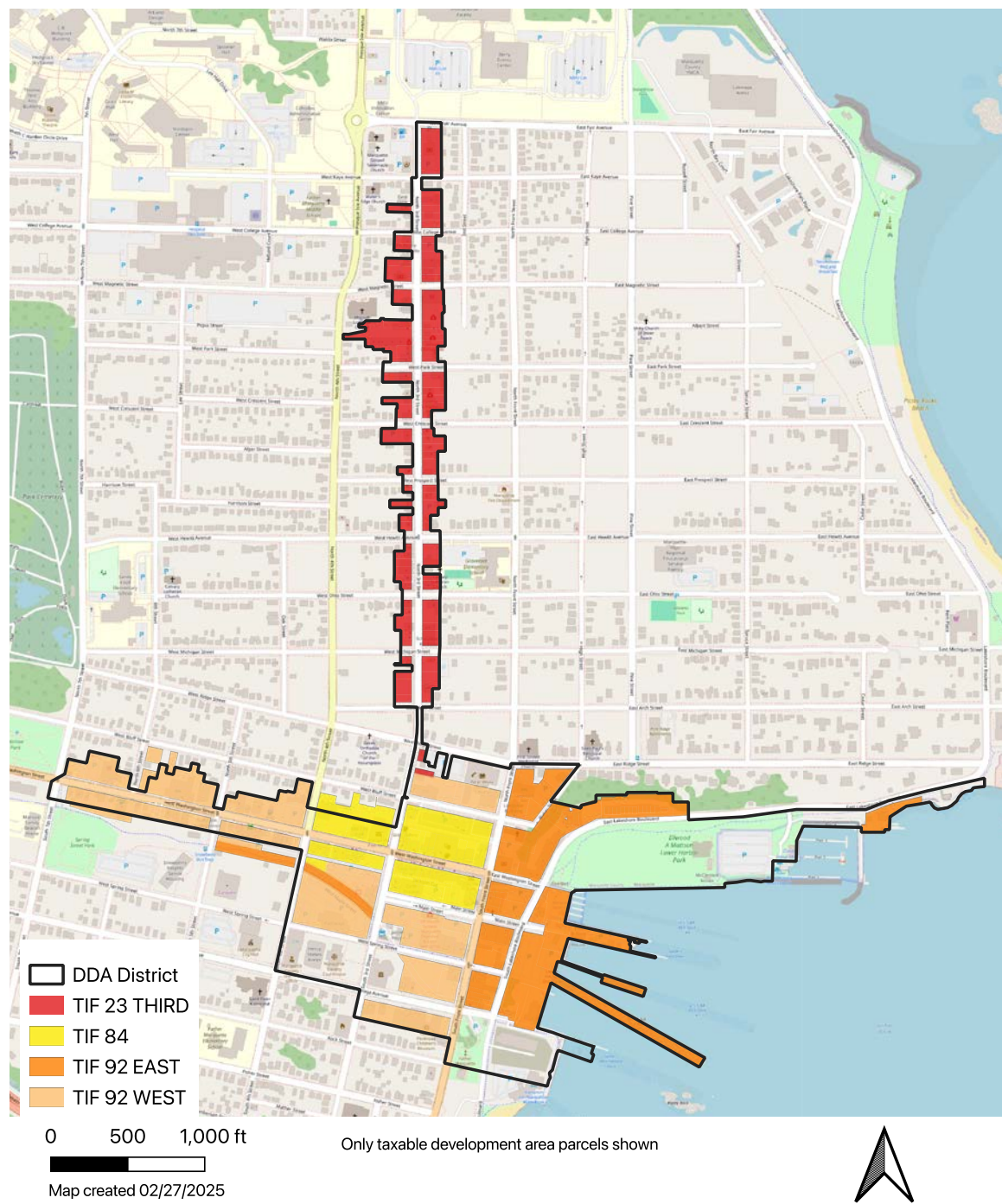
The Marquette Downtown District contains four development areas: TIF 84, TIF 92 East, TIF 92 West, and TIF 23 Third. These four development areas differ in when they were established, and, in the case of TIF 92 West, which taxing authorities are subject to capture. Figure 1 illustrates which parcels are included in each development area. In addition, parcels belonging to the two brownfield TIF projects are identified on the map.

Legal Descriptions of the Development Areas

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(B)

Legal descriptions for the three historical development areas are noted above, and the description for TIF 23 Third is contained in Exhibit B, where it is called the 'Third Street Addition'.

Figure 1 - DDA District and Development Areas



Public Facilities and Land Uses in the Development Areas

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(B)

Marquette's Downtown District contains public streets, walkways, sidewalks, and parks. The District's private land is dominated by commercial uses but also includes residential, and non-profit uses in addition to the aforementioned public land uses. Table 1 below summarizes the breakdown of land use in the DDA District. Figure 2 illustrates the land uses on a map.

Existing Improvements to be Demolished, Repaired, or Altered

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(C,D,E)

The Marquette DDA plans to continue and bolster its success for the next 30 years. Table 2 details the projects planned, including an estimate of cost and construction timing. Timing for projects that are not ongoing is dictated by priority as follows:

- High priority: 2024-2027
- Medium priority: 2028-2037
- Low priority: 2038 and later

Project timing may change due to project-specific funding opportunities and changing priorities. Construction will be timed and phased to minimize impact on neighboring businesses and residents.

Table 1 - Land Use

Category	Acres	Proportion
Commercial	62.0	78.1%
Residential	6.4	8.1%
Industrial	0.0	0.0%
Public and other exempt	11.0	13.9%
	79.4	100.0%

Source: City of Marquette Engineering Department GIS data



Figure 2 - Land Uses





Table 2 - Projects and Programs

	Project Priority	Estimated Cost
I. Consultation and Operational Expenditures		
A. Market analysis	High	\$60,000
B. DDA operations/maintenance	High	\$897,400/yr
C. Services for a fee (festivals, decoration, cultural development & marketing)	High	\$93,200/yr
II. Marquette Commons		
A. Enhancement projects	High	\$3,000,000
III. Promotional and Cultural Development		
A. Public restrooms	High	\$4,000/yr
B. Wayfinding & other signage	Medium	\$250,000
C. Third Street wayfinding art and banners	Medium	\$25,000
D. Third Street gateway features	Low	\$50,000
IV. Parking Management/Transportation System Improvements		
A. Equipment & administrative implementation	High	\$1,360,000
B. Transportation	High	\$1,360,000
C. Parking analysis	Medium	\$75,000
D. Development of new parking areas and redesign of current lots	Medium	\$15,052,480
E. Third Street parking improvements	Medium	\$1,240,000
F. Bluff Street structure bond	Low	\$147,000/yr
V. Street, Alley and Sidewalk Improvements		
A. Baraga Street improvements	Medium	\$7,546,644
B. Landscaping, streetscapes, and utility burial improvement	Medium	\$4,000,000
C. Third Street improvements	Medium	\$2,800,000
D. Sidewalk snow melt	Low	\$2,660,000
VI. Economic Support		
A. Facade grants	High	\$100,000/yr
B. Broadband and wireless technology improvements	High	\$150,000
C. Workforce housing support	High	\$150,000/yr
D. Gap funding for selected projects	Medium	\$349,500
E. Retail incubator	Medium	\$174,750
F. Land acquisition for economic development	Low	\$1,995,000

Notes:

1. Costs shown are planning estimates and many change when projects elements are further defined and engineered.
2. The sum total of all projects may exceed the projected tax increment financing. It is assumed that some projects will leverage tax increment dollars with other available sources of income, where appropriate.



Project Descriptions

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(C,D)

This Development Plan is intended to be general in nature to provide flexibility in design and implementation. Detailed planning, design and engineering studies will be conducted to specifically set project parameters. Improvement projects are generally arranged according to their area of impact and are assigned to the following six categories: I. Consultation and Operational Expenditures, II. Marquette Commons, III. Promotional and Cultural Development, IV. Parking Management/Transportation System Improvements, V. Street, Alley, and Sidewalk Improvements, and VI. Economic Support.

I. Consultation and Operational Expenditures.

The Consultation and Operational Expenditures category provides for professional services and operational activities related to the DDA. This category is variable and is subject to the level of future activity undertaken by the DDA.

- A. Market analysis. The DDA will conduct a downtown market analysis to assess economic changes taking place in the district and analyze the impact of regional growth upon the downtown district. The plan will also identify strategies to improve the economic conditions in the district.
- B. DDA operations/maintenance. This item covers all expenses relating to the operation of the DDA, such as providing staff support to the DDA Board, public notices, mailings, office supplies and equipment, administrative support, reporting requirements, etc. In addition, the DDA will undertake maintenance of certain City facilities and infrastructure within the Downtown District. This may include addressing issues with regard to the safety and security of the Downtown District. The DDA may help in the purchase, installation, and monitoring of any equipment that may improve safety and security throughout the Downtown District.
- C. Services for a fee. These services are focused on attracting visitors downtown and enhancing their experience through largely temporary or evolving activities. This category includes festivals and events, seasonal decorations, cultural development, and marketing and promotion. These efforts should help the Downtown District be the premium location in the region for cultural, artistic, and recreational activities.



II. Marquette Commons Enhancement Projects.

- A. Enhancement projects. Marquette Commons has proven to be a successful venue and is in need of enhancements to serve the Downtown District better. The improvements will follow planning that evaluates the space's recent uses, and opportunities to serve other purposes.

III. Promotional and Cultural Development.

The promotional and cultural development category relates to projects and activities that are designed to promote economic growth within the Downtown District through the creation of a vibrant, identifiable, and welcoming business environment. This category also supports the development of attractions that will draw people downtown from the surrounding area.

- A. Public restrooms. The DDA will establish a program where willing downtown businesses with qualifying restrooms and hours of operation can receive a stipend for being designated 'public restrooms' on downtown wayfinding and other messaging. Ideally, this will coordinate with the wayfinding system.
- B. Wayfinding and other signage. Creating a sense of place is dependent on a comprehensive wayfinding program both for those in vehicles and pedestrians. Entrance points of the Downtown District should be identified and marked with public art and/or signage that adds vitality and provides direction. Uniform informational and directional signage should be used throughout the Downtown District to provide a sense of place and provide connectivity and awareness of features and districts such as Third Street. Historic information markers will add interest and highlight the City's heritage.
- C. Third Street wayfinding art and banners. To supplement the Third Street Gateway Feature, art incorporated into the sidewalk and elsewhere will help draw walkers along Third Street. The City's Public Arts Commission should be a key partner in such an effort.
- D. Third Street gateway features. A visual feature may be placed near the south and north ends of Third Street. The purpose of the features is to draw attention to and attract pedestrians and motorists up Third Street.



IV. Parking Management/Transportation System Improvements.

The DDA is interested in pursuing a comprehensive parking management and transportation strategy, outlined in the 2020 Downtown Plan, to maximize the use of available parking, minimize the negative impacts of exposed lots, improve existing parking facilities, provide for emerging technologies such as electric vehicle charging stations, and work to encourage the re-development of private parking lots.

- A. Equipment and administrative implementation. The DDA's parking management roles will require the purchase of parking access and regulation control equipment.
- B. Transportation. The DDA is dedicated to enhancing access to alternative and multimodal transportation forms, including mass transit, bicycling, and recreational trails. This activity may include a Third Street circulator and electric vehicle charging stations.
- C. Parking analysis and study. The DDA will periodically conduct a comprehensive analysis of existing public and private parking areas with attention to efficiency and potential revenue sources, specifically on Third Street. A capital improvement plan will be developed with a cost/benefit analysis and a strategy for implementation over time.
- D. Development of new parking areas and redesign of current lots. The DDA may work with the City to sell certain public parking lots for private use, respond to private investors by partnering to provide parking, and assume management of the entire parking system as deemed appropriate by the City and the DDA. Some existing lots may be configured to meet changing mobility needs, and parking garages may be developed according to a parking plan.
- E. Third Street parking improvements. Add and improve parking supply and management in the Third Street district. Improvements may include new off-street parking facilities, meters, and signage.
- F. Bluff Street structure bond. Continue supporting the Bluff Street parking structure bonds with tax increment dollars until they are paid off.

V. Street, Alley and Sidewalk Improvements.

This category provides for the development and repair of City streets, alleys and sidewalks to better serve properties within the Downtown District. This includes the



burial of overhead utilities wherever feasible and improvements to other infrastructure. Improvements include, but are not limited to, the following:

- A. Baraga Street improvements. The DDA intends to improve the function of streets to provide for the flow of vehicular traffic, multi-modal transportation and the pedestrian ways which incorporates “winter city design.” This may include widening of sidewalks in the Downtown District, rearrangement of parking, traffic calming measures, bicycle facilities, signaling changes and other traffic management techniques. Specifically, the Baraga Avenue improvement project identified in Table 2 is identified as a medium priority.
- B. Landscaping, streetscapes, and utility burial improvement throughout the District. Streetscape improvements are envisioned throughout the Downtown District. These improvements may include new concrete or brick installations, curb and gutter replacement, street lighting improvements to incorporate energy-efficient standards, trash cans, benches, bicycle parking areas, and other pedestrian amenities, including “winter city design.” Further, specific street and alley placemaking projects, such as turning Main Street into a festival space, are included in this project. Banners and public art may be included. In addition, a concerted effort to work towards the consolidation of private dumpsters in alleys and parking lots will be undertaken.
- C. Third Street improvements. Third Street is targeted for a comprehensive redesign. The Third Street corridor is a mix of small-town urban and suburban land development. Improvements would better connect to the downtown and enhance the pedestrian environment. Improvements could include road realignment, improved bike facilities, improved sidewalks, and street trees.
- D. Sidewalk snowmelt. Installation of snowmelt systems in pedestrian walkways throughout the Downtown District to improve winter walking conditions and enhance economic activity.

VI. Economic Support

- A. Facade Grants. The program assisting Downtown District property owners with enhancement to public-facing facades would be continued.
- B. Broadband and wireless technology improvements. Enhance communications infrastructure in the DDA District, which may include



improvements to broadband internet and/or cellular service in the Downtown District. This may include establishing public wifi, improving broadband to the premises, and fostering additional cellular capacity.

- C. Workforce housing support. The DDA may study and provide incentives for developers, public and private, to provide a wide range of housing types and price points in order to accommodate a variety of generations and lifestyles.
- D. Gap funding for selected projects. Recognizing that the cost of mixed-use, development that meets specific DDA goals may not be financially feasible using available traditional investment, financing, and incentives, the DDA may, at its own discretion, commit project-specific future tax increment capture back to private projects for a specified period of time.
- E. Retail incubator. Establish a physical space in the DDA District with services and affordable rent to support and incubate new commercial ventures.
- F. Land acquisition for economic development. As opportunities present themselves, the DDA may purchase land for re-positioning to meet DDA goals.

Open Space in the Development Areas

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(F)

The areas identified to be left as open spaces within the DDA District are (i) the pocket park located in the 100 block of West Washington Street, (ii) the Rosewood Walkway located in the 200 Block of South Front Street, (iii) the Ellwood Mattson Lower Harbor Park located in the 100 Block of North Lakeshore Boulevard, and (iv) the multi-modal path from Lakeshore Boulevard to Seventh Street.

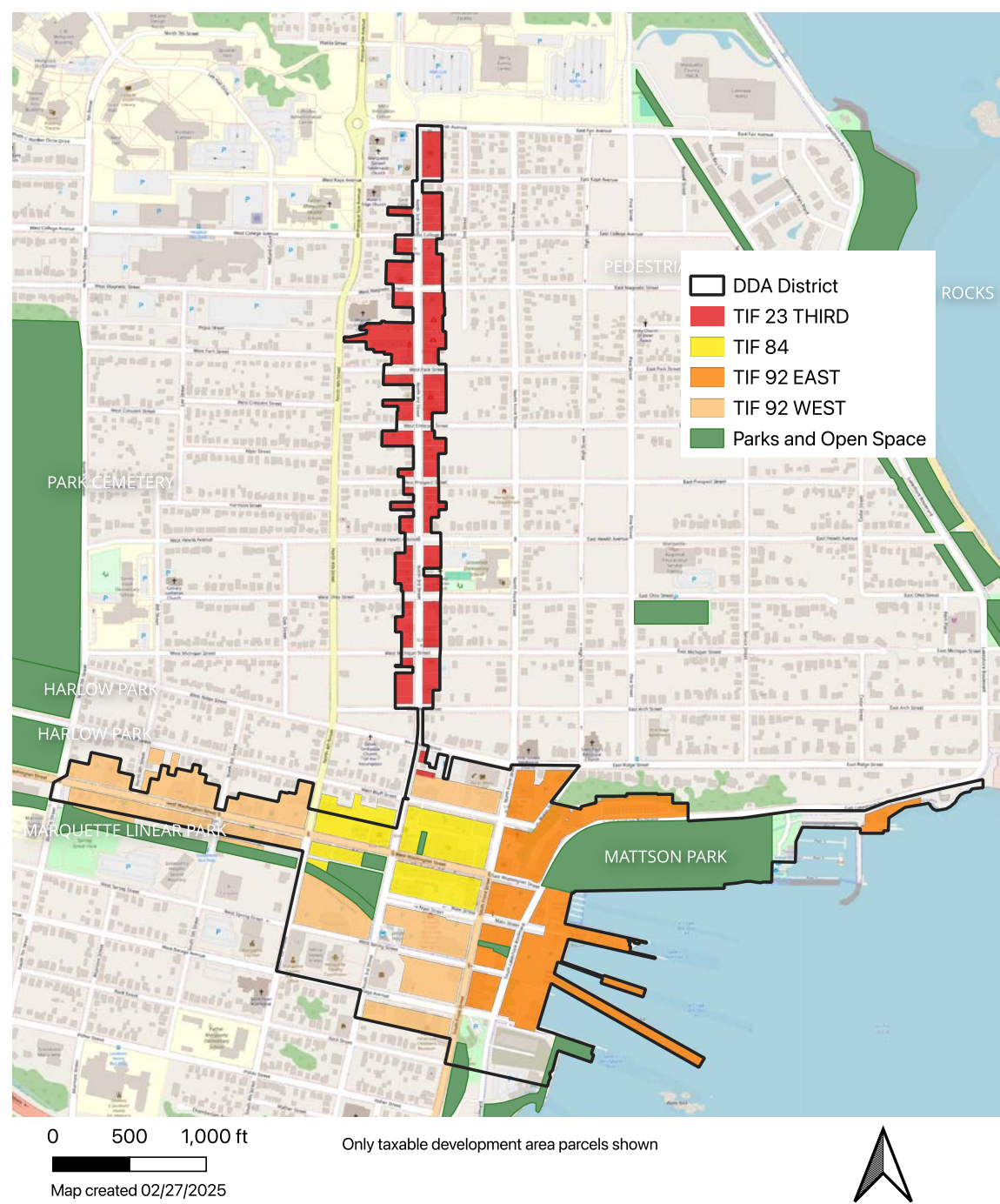
Other areas may be identified by the DDA or City as additional desirable open space in the Downtown District. Figure 3 below shows the location and extent of these spaces.

Property to Sell, Donate, Exchange, or Lease

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(G)

The DDA currently owns no portion of the Downtown District. Future transactions, if any, between the DDA and the City will be done in the best interest of the City.

Figure 3 - Parks and Open Spaces





Zoning and Other Changes

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(H)

No zoning changes are anticipated within the Development District other than those that may be required by the “Land Use Code” under consideration for adoption by the City Commission. Streets, street levels, intersections, and utilities are anticipated to be improved.

An Estimate of the Cost of Development, Proposed Method of Financing and Ability of the Authority to Arrange the Financing

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(I)

The estimated total cost for undertaking the projects identified in Table 2 is \$42,148,374 plus annual expenditures of \$1,391,600 per year. The activities of the DDA and the development of public improvements will be financed from one or more of the following sources:

- Donations or private funding to the DDA for the performance of its functions.
- Money borrowed and to be repaid in accordance with Act 57.
- Revenues from any property, building or facility owned, leased, licensed or operated by the DDA or under its control, subject to the limitations imposed thereon by Act 57, trusts or other agreements.
- Proceeds of a tax increment financing plan.
- Money obtained from other sources approved by the City Commission.



Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(J)

The DDA may participate in and/or facilitate a purchase of other land for use or redevelopment in accordance with the City Master Plan and the goals of the 2020 Downtown Plan and this Development Plan. The Authority may convey any such property to another entity, yet unknown. Further, the Authority may consider other property acquisition, lease, or sale, as appropriate, in furtherance of the goals of this Plan. The person or persons to whom such property may be leased or conveyed is unknown at this time.

Procedures for bidding for the leasing, purchasing or conveying in any manner of all or a portion of the development upon completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold or conveyed in any manner to those persons.

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(K)

In the event the DDA purchases, receives a donation of, or otherwise comes to own property in the Development Areas, it will conform with any bidding or land disposition process adopted by the City or, in the absence of such procedures, the DDA will adopt suitable procedures to govern the management and disposition of property in conformance with all applicable Federal, State, and local regulations. The DDA currently has no express or implied agreement between the DDA and any persons, natural or corporate, that all or a portion of the development area will be leased, sold, or conveyed to those persons.

Estimate of the Number of Persons Residing in the Development Area

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(L)

It is estimated that 350 people live in the Marquette DDA's Development Areas. The Marquette DDA does not have plans to displace residents for any projects.



A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(M)(N)

Not applicable. There are no plans to acquire any project with residences in conjunction with this Plan. However, in the future, if the condemnation of property is necessary to meet the objectives of this Plan and would result in persons being displaced, the DDA will submit to the City Commission an acquisition and relocation plan, consistent with the Standards and Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. As dictated by that Act, provision for the costs of relocation of displaced persons, including financial assistance and reimbursement of expenses, will be made.

Compliance with Act 227 of the Public Acts of 1972, Sections 213.321 - 213.332 of the Michigan Compiled Laws

REFERENCE TO P.A. 57 OF 2018, SECTION 217(2)(O)

The DDA has no plans to condemn property in conjunction with this Plan. However, if in the future the condemnation were necessary to meet the objectives of this Plan, the DDA will submit to the City Commission a plan that complies with Act No. 227, Sections 213.321 to 213.332 of the Michigan Compiled Laws.

Tax Increment Financing Plan

OVERVIEW

This Tax Increment Financing Plan (TIF) includes the preceding Development Plan, and specifically provides a method of funding for the projects identified in the Development Plan.

Explanation of the Tax Increment Procedure

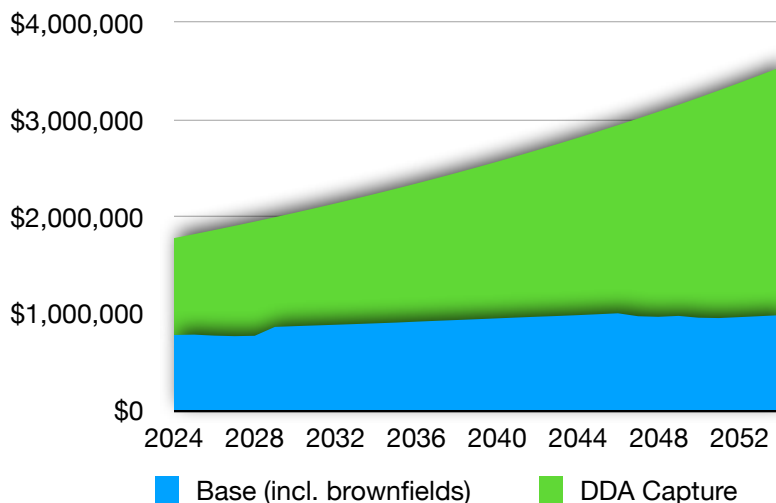
REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Tax increment financing is a governmental financing program that contributes to economic growth and development by dedicating a portion of the tax base resulting from economic growth and development to certain public facilities and certain other eligible costs as permitted by Act 57, facilitating certain projects that created economic growth and development in the Downtown District.

Tax Increment Revenues are realized by increases in property valuations within the Development Areas of the Downtown District of the DDA. Such Tax Increment Revenues result from the application of millage rates levied by the City and the County. Figure 4 illustrates how TIF works by

looking at DDA capture over the life of the Plan. TIF collection is subject to any revenue-sharing agreements with other taxing authorities the City and DDA may have entered into.

Figure 4 - DDA TIF



Initial Assessed Value and Applicable Millage

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Exhibit C lists properties subject to TIF in each of the four development areas. Table 3 shows the millages subject to capture.

**Table 3 - Millage Rates Subject to Capture**

	Millage Rate
City	17.9057
County	7.5833
DDA	1.8558
Iron Ore Heritage Authority	0.1970
Library	1.8530
Total	29.3948

2024 millage rates, subject to change over time

Estimate of Tax Increment Revenues

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Tax increments from Real Property have been estimated for the life of the plan in Exhibit D. Total tax increment revenues over the life of the 30-year plan are estimated to be \$51,068,516.

Estimated Impact on Taxing Jurisdictions

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

The DDA's planned investment in the Downtown District is expected to cause the increase of values in and around the district. To help pay for this planned investment, some taxes will be captured from certain millages on property within the Downtown District. This will improve the overall economics of the Marquette region.

The five taxing jurisdictions impacted by this TIF Plan are the City of Marquette, Marquette County, the Iron Ore Heritage Authority, the Peter White Library, and the Downtown Development Authority. Since the DDA is the entity capturing TIF, the net effect on the DDA is zero. Exhibit E illustrates the impact on these taxing jurisdictions.

The DDA intends to expend all available Tax Increment Revenues over the term of the Tax Increment Financing Plan as indicated in Exhibits D & E. It is anticipated that the taxable values will increase over the term of the Downtown Development Plan #5 due to new investments. When the term of Downtown Development Plan #5 ends, all of the taxing jurisdictions levying taxes in the Development Areas will benefit from the increased values that likely would not have occurred without the efforts of the DDA. It is anticipated that a portion or all of the taxes foregone by the taxing jurisdictions



during the term of Downtown Development Plan #5 will be recouped by the taxing jurisdictions from the expected increase in taxable value after the term ends.

Expenditure of Tax Increment Revenues

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Projects and programs identified in Table 2 will be funded with tax increment revenue capture. In addition to these items, the DDA Board will use captured revenues for the following purposes:

- Finance current financial obligations of the DDA,
- Pay for costs incurred by the City and the DDA in implementing both the Development Plan and the Tax Increment Financing Plan,
- Pay for costs associated with the administration and operation of the Downtown Development Authority in its administration of said Plans.
- Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation or reconstruction of a public facility, an existing building or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the Board, aids in the economic growth of the Downtown District.
- Plan, propose and implement an improvement to a public facility within the Downtown District area to comply with the barrier-free design requirements of the State of Michigan.
- Acquire property on terms and conditions and in a manner the DDA deems proper, or own, convey, or otherwise dispose of property, or rights of interest therein, which the DDA determines is reasonably necessary to achieve the purpose of the Act 57 and to grant or acquire licenses, easements and options with respect thereto.
- Multimodal improvement - including bus stops, bike facilities, especially Third Street.



Duration of the Program

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

The Tax Increment Financing Plan shall be for a term ending December 31, 2054.
Eligible taxes billed up to this date are collectable by the DDA under this plan.

Maximum Amount of Bonded Indebtedness to be Incurred

REFERENCE TO P.A. 57 OF 2018, SECTION 214(1)

Certain State of Michigan and federal loans, loan guarantees and grants will be sought for carrying out Downtown Development Plan #5. Certain of the capital improvement projects in Downtown Development Plan #5 may be financed through the issuance of revenue bonds, general obligation bonds or tax increment bonds. The types and amounts of bonds issued will be determined as further project planning is undertaken and as shall be approved by the City Commission.

The maximum bonded indebtedness to be incurred is \$52,000,000.

Exhibits



Exhibit A - Definitions

The following words and terms as used in this Development Plan and Tax Increment Financing Plan #5 shall have the following meanings unless the context or use indicates a different meaning or intent:

“*Act 57*” means the Recodified Tax Increment Financing Act, Act 57 of 2018, which succeeds the Downtown Development Authority Act, Act 197 of the Public Acts of Michigan of 1975.

“*Board*” means the governing body of the DDA.

“*Business District*” means an area in the downtown of the City zoned and used principally for business.

“*Captured Assessed Value*” means the amount in any one year by which the current assessed value of the Downtown District exceeds the Initial Assessed Value.

“*City*” means the City of Marquette, Michigan.

“*County*” means Marquette County, Michigan.

“*DDA*” means the City of Marquette Downtown Development Authority.

“*Development Area*” means the areas to which the Development Plan is applicable from which Tax Increment Revenues are captured.

“*Downtown District*” means that part of an area in a Business District in the City that has been specifically designated by the City Commission pursuant to Act 57 and where a special two-mill *ad valorem* tax is levied and collected as permitted by Act 57.

“*Initial Assessed Value*” means the assessed value, as equalized of all taxable property within the boundaries of the Development Area at the time the ordinance establishing the Tax Increment Financing Plan related to such taxable property is approved as shown on the most recent assessment roll of the City for which equalization had been completed at the time the Tax Increment Financing Plan is adopted.

“*Tax Increment Revenues*” means the amount of *ad valorem* property taxes and specific local taxes (as defined in Act 57) attributable to the application of the



levy of all taxing jurisdictions upon the Captured Assessed Value of real and personal property in the Development Area subject to certain requirements as set forth in Section 201(cc) of Act 57.



Exhibit B - Legal Description of the DDA District, including the Third Street Addition

The Marquette Downtown Development Authority District includes the 2011 District plus the Third Street Addition, added in 2012:

Description of the 2011 DDA District - Commencing at the intersection of the centerline (c/l) of Rock Street extended with the shoreline of Lake Superior; thence west along the c/l of Rock Street extended to the c/l of South Front Street; thence north along the c/l of South Front Street to the c/l of block 2 of the Cleveland Iron Mining Company's Subdivision; thence west along said c/l of block 2 to the c/l of Third Street; thence north on Third Street to the c/l of Baraga Avenue; thence west on the c/l of Baraga Avenue to the c/l of Fourth Street; thence north on the c/l of Fourth Street to the north line of lots 1-6, block 4, of Harlow's Subdivision #1, extended; thence east along said north line of lots 1-6 extended to the c/l of Third Street; thence north on the c/l of Third Street to the c/l of Bluff Street; thence east on the c/l of Bluff Street on the c/l of Front Street; thence north on the c/l of Front Street to the c/l of Ridge Street; thence east on the c/l of Ridge Street to the west line of Blaker and Bacon's Subdivision extended; thence south along said west line to the south line of lot 3 Blaker and Bacon's Subdivision; thence southeasterly along said south line of lot 3 extended to the c/l of Blaker Street; thence southwesterly along the c/l of Blaker Street to the south of lots 1 and 2 of block 9 of the 36 acre plat, extended; thence easterly along the said south line of lots 1 and 2 to the west line of lot 1 of Hewitt's Addition; thence northerly along said west line of lot 1 to a point 152 feet north of the north line of Lake Street; thence northeasterly to the east line of lot 1 Hewitt's Addition to a point which is 126 feet north of the north line of Lake Street; thence northerly along said east line of lot 1 to a point which is 160 feet south of the south line thence easterly to the east line of lot 3 of Hewitt's Addition at a point 160 feet south of the south line of Ridge Street; thence northerly along said east line 16 feet; thence easterly to the east line of lot 5 of Hewitt's Addition at a point 144 feet south of the south line of Ridge Street; thence southerly 6 feet along said lot line; thence easterly to the east line on lot 6 of Hewitt's Addition at a point 150 feet south of the south line of Ridge Street, thence south along said east line of lot 6 to a point 208 feet south of the south line of Ridge Street; thence easterly to the east line of lot 7 at a point 208 feet south of the south line of Ridge Street; thence southerly along said line of lot 7 extended to the c/l of Lake Street; thence east along the c/l of Lake Street to the c/l of Lake Shore Boulevard; thence south along the c/l of Lake Shore Boulevard extended to the shoreline of Lake Superior; thence southwesterly along the shoreline of Lake Superior to the P.O.B.

And also that land described as follows:



Blaker and Bacon Subdivision Lots 1 and 2, and the N'ly 75' of the E'ly 21.3 of Lot 3 36 Acre Plat Blocks 6 and 7 except the W23.5' of the N. 1/2 of lot 3, and the E. 18.5' of the N. 1/2 of Lot 4, Block 6. And also except the E. 40' of the N. 97' of Lot 3, Block 6. The W. 32' of Lot 1, Block 6, also except the S. 25' of the N.125' of Lots 3 & 4, Block 6. Harlow's Addition #1 Lots 1 thru 7, the S. 92' of Lot 8, the S. 68' of Lot 15, the S. 75' of Lot 16, and all of Lots 17 & 18, all in Block 5. The S. 95' of Lots 1 & 2, all of Lots 3 thru 6, the S. 100' of Lots 7 & 8, and the S. 30' of Lots 11 thru 14, all in Block 7. Earl's Replat of Block 6, Harlow's Addition #1 Lots 1 thru 9, the S. 50' of Lot 15, the S. 50' of Lots 17 & 18, the S. 100' of Lot 19, and the S. 50' of Lot 20. Harlow's Addition #3 Lots 1 thru 10 and Lots 12 thru 28.

THIRD STREET ADDITION -Beginning at the intersection of the centerlines of West Bluff Street and North Third Street (Third Street); thence northerly along the centerline of Third Street to the centerline of West Arch Street; thence westerly along centerline of West Arch Street to a point of intersection with the extension of the west lot line of Lot 6, Block 9 of John Burt's Addition;

thence northerly along said line extended to the north Right of Way (R.O.W.) of West Arch Street and the southwest corner of Lot 6; thence northerly along the west lot line of Lots 6-3 of said Block 9 to the northwest corner of Lot 3; thence easterly along the north line of Lot 3 to the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street 40 feet to the north line of the south 40 feet of Lot 2 of said Block 9; thence westerly along the north line of the south 40 feet of Lot 2 of said Block 9 to the west lot line of Lot 2 of said Block 9; thence northerly along the west lot line of Lot 2 of said Block 9 a distance of 10 feet to the northwest corner of Lot 2 of said Block 9; thence along the north line of Lot 2 to a point 75 feet west of the northeast corner of Lot 2; thence along a line parallel with and 75 feet from the east line of Lot 1, Block 9 of John Burt's Addition to the south R.O.W. of West Michigan Street;

thence northerly to the north R.O.W. of West Michigan Street, said point being 75 feet west of the southeast corner of Lot 6, Block 4 of John Burt's Addition; thence northerly along a line parallel with and 75 feet from the east lot lines of Lots 6-5, Block 4 of John Burt's Addition, to the south lot line of Lot 4, Block 4 of John Burt's Addition; thence westerly along the south line of Lot 4 to the southwest corner of said lot 4; thence northerly along the west line of Lots 4-3, Block 4 of John Burt's Addition to the northwest corner of Lot 3; thence easterly along the north line of said Lot 3 to a point 65 feet from the northeast corner of said Lot 3; thence along a line parallel with and 65 feet from the east line of Lot 2, Block 4 of John Burt's Addition, to the south R.O.W. of Ohio Street;



thence northerly along a line perpendicular to the south R.O.W. of West Ohio Street to the north R.O.W. of said street; thence westerly along said north R.O.W. to a point 75 feet west of the southeast corner of Lot 6, Block 3 of John Burt's Addition; thence northerly along a line parallel with and 75 feet from the east line of said Lot 6 to the south line of Lot 5, Block 3 of John Burt's Addition; thence westerly along said south line to the southwest corner of Lot 5; thence continuing westerly along the extension of said south line 2 feet; thence northerly along a line parallel with and 2 feet from the west line of said Lot 5 to the extension of the north line of said Lot 5; thence easterly along said north line extension to the southwest corner of Lot 4, Block 3 of John Burt's Addition; thence northerly along the west lot line of Lots 4-2, Block 3 of John Burt's Addition to the northwest corner of said Lot 2; thence easterly along the north line of said Lot 2 to a point 50 feet west of the northeast corner of Lot 2; thence northerly along a line parallel with and 50 feet from the east line of said Lot 1 to the south R.O.W. of West Hewitt Avenue;

thence northerly along a line perpendicular to the south R.O.W. West Hewitt Street to the north R.O.W. of West Hewitt Street; thence westerly along the north R.O.W. of West Hewitt Street to the southwest corner of Lot 35 of Adam's Addition; thence northerly along the west line of Lot 35 to the south line of the North 45 feet of Lots 34 and 35 of Adam's Addition; thence easterly along said south line of the North 45 feet to the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to southeast corner of Lot 40 of Adam's Addition; thence westerly along the south line of Lot 40 of Adam's Addition to the southwest corner of said Lot 40; thence northerly along the west line of said Lot 40 to the northwest corner of said Lot 40; thence easterly along the north line of said Lot 40 to the northeast corner of said Lot 40 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to southeast corner of Lot 42 of Adam's Addition; thence westerly along the south line of said Lot 42 to the southwest corner of the East 64.5 feet of said Lot 42; thence northerly along the west line of the East 64.5 feet of said Lot 42 to the south R.O.W. of West Prospect Street;

thence northerly perpendicular to the south R.O.W. of said West Prospect Street to the north R.O.W. of said West Prospect Street; thence westerly along said north R.O.W. of West Prospect Street to the southwest corner of the East 100 feet of Lot 44 of Adam's Addition; thence northerly along the west line of the East 100 feet of Lot 44 to the northwest corner of the East 100 feet of Lot 44; thence easterly along the north line of said Lot 44 to the northeast corner of said Lot 44 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to the southeast corner of Lot 48 of Adam's Addition; thence westerly along the south line of said Lot 48 to the southwest corner of said Lot 48; thence northerly along the west line of Lots



48 and 49 of Adam's Addition to the southerly R.O.W. of West Crescent Street; thence easterly along the southerly R.O.W. of West Crescent Street 94 feet;

thence northerly to the northerly R.O.W. of West Crescent Street and a point lying 94 feet easterly of the southwest corner of Lot 51 of Adam's Addition; thence north 62 feet, thence east 6 feet; thence north along a line 96 feet from and parallel with the westerly R.O.W. of Third Street to the south line of the North 42 feet of Lot 53 of Adam's Addition; thence westerly along the south line of the North 42 feet of Lot 53 of Adam's Addition to the southwest corner of the North 42 feet of said Lot 53; thence northerly along the west line of said Lot 53 to the northwest corner of said Lot 53; thence easterly along the north line of said Lot 53 to the northeast corner of said Lot 53 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to the southeast corner of Lot 56 of Adam's Addition; thence westerly along the south line of said Lot 56 to the southwest corner of said Lot 56; thence northerly along the west line of Lots 56 and 57 to the southerly R.O.W. of West Park Street;

thence perpendicular to the said southerly R.O.W. of West Park Street to the northerly R.O.W. of West Park Street; thence easterly along said R.O.W. to a point which is 48 feet east of the west line of said Adam's Addition; thence northerly along a line 48 feet from and parallel with the said west line of Adam's Addition to a point on the north line of Lot 59; thence westerly along the north line of said Lot 59 to the northwest corner of Lot 59 and the east line of Lot 240 of Palmers Addition No. 3; thence northerly along said east line of Lot 240 to the northeast corner of the South 81 feet of Lot 240; thence westerly along the north line of the South 81 feet of Lots 240 and 239 to the east line of Lot 238 of Palmer's Addition No. 3; thence northerly along said east line of Lot 238 to the southeast corner of the North 50 feet of said Lot 238; thence westerly 50 feet from and parallel with the north line of said Lot 238 to the west line of Lot 238 of Palmer's Addition No. 3; thence northerly along the west lot line of said lot to the northwest corner of said Lot 238; thence 144.5 feet westerly along the south lot line of Lot 241 of Palmer's Addition No. 3 to a point on the east R.O.W. of North Fourth Street, said point being the southwest corner of said Lot 241; thence along the east R.O.W. of North Fourth Street to a point 48 feet south of the northwest corner of said Lot 241; thence east parallel with the north lot line of said lot 35 feet; thence N82°00'E, 113.8 feet more or less to a point 22.3 feet south of the north line of Lot 241 of Palmer's Addition No. 3; thence 22.3 feet to a point on the north lot line of said Lot 241, said point also being the south line of a vacated alley in the Normal Addition; thence westerly along the south line of Normal Addition to the intersection of the west lot line of Lot 12 with the south line of the Normal Addition; thence; thence northerly along the west line of said Lot 12 to a point 10 feet north of



the southwest corner of said Lot 12; thence easterly 25 feet; thence N45°00'E, 29 feet; thence easterly 94.1 feet; thence northerly 12.5 feet; thence easterly 20.4 feet more or less to a point on the east line of Normal Addition, said point being on the west line of Adam's Addition No. 2; thence southerly along the west line of Adam's Addition No. 2 to the northwest corner of Lot 1 of Adam's Addition No. 2; thence easterly along the north line of said Lot 1 to the northeast corner of said Lot 1 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to the southeast corner of Lot 4 of Adam's Addition No. 2; thence westerly along the south line of said Lot 4 to a point 50 feet east of the southwest corner of said Lot 4; thence northerly along a line parallel with and 50 feet from the west line of Lots 4 and 5 of Adam's Addition No. 2 to the southerly R.O.W. of West Magnetic Street;

thence northerly to the north R.O.W. of West Magnetic Street; thence westerly along said north R.O.W. to the southwest corner of Lot 7 of Adam's Addition No. 2; thence northerly along the west lot lines of Lots 7-9 of said plat to the northwest corner of Lot 9; thence easterly along the north line of said Lot 9 to the northeast corner of said Lot 9 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street to the southeast corner of Lot 11 of Adam's Addition No. 2; thence westerly along the south line of said Lot 11 to a point 53 feet east of the southwest corner of said Lot 11; thence northerly along a line parallel with and 53 feet from the west lines of Lots 11 and 12 to the southerly R.O.W. of West College Avenue;

thence northerly perpendicular to the southerly R.O.W. of West College Avenue to the centerline of West College Avenue; thence easterly along the centerline of West College Avenue to a point of the westerly R.O.W. of Third Street extended; thence northerly along said extension and westerly R.O.W. of Third Street to the southeast corner of Lot 16 of Adam's Addition No. 2; thence along the south line of said Lot 16 to the southwest corner of said Lot 16; thence northerly along the west line of said Lot 16 to the northwest corner of said Lot 16; thence easterly along the north line of said Lot 16 to the northeast corner of said Lot 16 and the westerly R.O.W. of Third Street; thence northerly along the westerly R.O.W. of Third Street and extension thereof to the centerline of West Kaye Avenue; thence easterly along the centerline of West Kaye Avenue to the centerline of Third Street; thence northerly along the centerline of Third Street to the centerline of West Fair Avenue;

thence easterly along the centerline of West Fair Avenue to the point of intersection of said centerline with the extension of the easterly lot lines of Lots 45, 43, 41, 39, 37, and 35 of Longyear's Addition; thence southerly along said easterly lot lines and extension thereof to the northerly R.O.W. of West Kaye Avenue;



thence southerly perpendicular to the northerly R.O.W. of West Kaye Avenue to the centerline of West Kaye Avenue; thence westerly along the centerline of West Kaye Avenue to a point at the extension of the easterly R.O.W. of Third Street; thence southerly along said easterly R.O.W. and extension thereof to the northwest corner of Lot 31 of Longyear's Addition; thence easterly along the north line of said Lot 31 to the northeast corner of said Lot 31; thence southerly along the east lines of Lots 31, 29, 27, 25, and 23 of Longyear's Addition to the northerly R.O.W. of West College Avenue;

thence southerly perpendicular to the north R.O.W. to the south R.O.W.; thence westerly along the south R.O.W. to a point 90 feet easterly of the northwest corner of Lot 21 of Longyear's Addition; thence southerly 100 feet to a point on the north lot line of Lot 17 of Longyear's Addition; thence 39.5 feet easterly to the northeast corner of said Lot 17; thence southerly along the east lot line of Lots 17, 15, 13, and 11 to the north R.O.W. of West Magnetic Street; thence southerly perpendicular to the north R.O.W. of West Magnetic Street to the south R.O.W. of said street; thence along the south R.O.W. to a point 9.5 feet easterly of the northeast corner of Lot 9 of Longyear's Addition; thence southerly and parallel to the east lot line of Lot 9 and 7 of said plat to a point on the north lot line of Lot 6 of Longyear's Addition; thence along the north lot line of Lot 6 to a point 12 feet easterly of the northwest corner of Lot 6; thence parallel with the west lot line of Lot 6 to a point on the south lot line of Lot 6; thence 12 feet westerly to the southwest corner of Lot 6; thence along the east lot lines of Lot 3 and 1 of Longyear's Addition to the southeast corner of said Lot 1 of Longyear's Addition; thence from the southeast corner of Lot 1 of Longyear's Addition to the northeast corner of Lot 96 of Moore & Sang's Addition; thence southerly along the east lot lines of Lot 96 and 95 to the southeast corner of Lot 95 of Moore & Sang's Addition; thence westerly along the south lot line of said Lot 95 to a point 100 feet east of the northwest corner of Lot 94; thence southerly and parallel to the east lot lines of Lots 93 and 94 of Moore & Sang's Addition to the north R.O.W. of West Park Street; thence easterly along said R.O.W. to a point to the southeast corner of Lot 93; thence southerly perpendicular to the north R.O.W. of West Park Street to a point on the south R.O.W. of said street, said point being the northeast corner of Lot 60 of Moore & Sang's Addition; thence southerly along the east lot lines of Lots 60-56 to the southeast corner of Lot 56; thence westerly 92 feet along the south line of said Lot 56; thence southerly along a line parallel to the east lot line of Lot 55 of Moore & Sang's Addition to a point on the north R.O.W. of West Crescent Street; thence southerly along a line perpendicular to the north R.O.W. of West Crescent Street to a point on the south R.O.W. of said street; thence easterly to a point 75 feet easterly of



the northwest corner of Lot 25 of Moore & Sang's Addition; thence southerly 50 feet along a line parallel to the east lot line of Lot 25 to a point on the north lot line of Lot 26; thence easterly along said north lot line to the northeast corner of Lot 26; thence southerly along the east lot lines of Lots 26-27 of Moore & Sang's Addition to the southeast corner of Lot 27; thence westerly along the south lot line of Lot 27 to the northeast corner of Lot 29; thence southerly along the east lot line of Lot 29 to a point on the north R.O.W. of West Prospect Street; thence perpendicular to the north R.O.W. of West Prospect Street to a point 100 feet east of the northwest corner of Lot 20 of Adam's Addition on the south R.O.W. of said street; thence southerly along a line parallel to the east lot lines of Lots 20-21 of Adam's Addition to a point on the north lot line of Lot 22; thence easterly along the north line of Lot 22 to the northeast corner of said lot; thence southerly to the southeast corner of said lot; thence along the south line of Lot 22 westerly to a point 35 feet east of the northwest corner of Lot 32 of Adam's Addition; thence 50 feet southerly and parallel to the west line of Lot 32; thence westerly and parallel to the north line of Lot 32 to a point 50 feet easterly of the west line of Lot 33 of Adam's Addition; thence southerly and parallel to the west lot line of Lot 33 to the north R.O.W. of West Hewitt Avenue; thence easterly along the north R.O.W. of West Hewitt Avenue to a point 112 feet easterly of the southwest corner of Lot 33 of Adam's Addition;

thence southerly to a point on the southerly R.O.W. of West Hewitt Avenue, said point being the northeast corner of Lot 24, Block 2 of John Burt's Addition; thence southerly along the east lot lines of Lots 24-22 to the southeast corner of Lot 22, thence westerly along the south line of said Lot 22 to the southwest corner of said Lot 22 and the easterly R.O.W. of Third Street; thence southerly along the easterly R.O.W. of Third Street to the northwest corner of Lot 20 of Block 2 of John Burt's Addition; thence easterly along the north line of said Lot 20 to the northeast corner of said Lot 20; thence southerly along the east lines of Lot 20 and 19 of Block 2 of John Burt's Addition to the northerly R.O.W. of West Ohio Street;

thence southerly to the south R.O.W. of said street, said point being the northeast corner of Lot 24, Block 5 of John Burt's Addition; thence southerly along the east lot lines of Lots 24-19, Block 5 to the southeast corner of Lot 19, said corner being the north R.O.W. of West Michigan Street; thence southerly to the south R.O.W. at the northeast corner of Lot 24, Block 8 of John Burt's Addition; thence along the east lot lines of Lots 24-21, Block 8 of John Burt's Addition to the northeast corner of Lot 20; thence along the east line of Lot 20 to a point 12.85 feet south of the northeast corner of Lot 20; thence westerly 45 feet; thence southerly and parallel to the west lot lines of Lot 20-19, Block 8 of John Burt's Addition to a point on the northerly R.O.W. of



West Arch Street, said point being 67.3 feet easterly of the southwest corner of Lot 19;

thence southerly perpendicular to said northerly R.O.W. of West Arch Street to the centerline of West Arch Street; thence westerly along the centerline of West Arch Street to a point on the extension of the easterly R.O.W. of Third Street; thence southerly along said extension and the easterly R.O.W. of Third Street to the centerline of West Ridge Street; thence easterly along the centerline of West Ridge Street to the northerly extension of the east line of the West 45 feet of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat; thence southerly along said east line extensions to the southerly R.O.W. line of West Ridge Street and the northeast corner of the West 45 feet of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat; thence southerly along the said east line to the southeast corner of the West 45 feet of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat; thence westerly along the south line of the West 45 feet of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat to the southwest corner of the West 45 feet of the North 78 feet of Lot 4 of Block 6 of the 36 Acres Plat and the easterly R.O.W. of Third Street; thence southerly along the easterly R.O.W. of Third Street to the northwest corner of the South 25 feet Lots 3 and 4, Block 6 of the 36 Acres Plat; thence easterly along the north line of the South 25 feet Lots 3 and 4, Block 6 of the 36 Acres Plat to the northeast corner there of; thence southerly along the east line of the South 25 feet Lots 3 and 4, and the east line of the North 10 feet of Lots 5 and 6, all in Block 6 of the 36 Acres Plat to the southeast corner there of; thence westerly along the south line of the North 10 feet of Lots 5 and 6, all in Block 6 of the 36 Acres Plat to the southwest corner there of and the easterly R.O.W. of Third Street;

thence southerly along the easterly R.O.W. of Third Street to the centerline of West Bluff Street; thence westerly along the centerline of West Bluff Street to the centerline intersection of Third Street, said intersection being the Point of Beginning (P.O.B.).

Prepared by: S. Holmquist/ J. Minard

Date: October 8, 2024

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ24-901

PIN: Multiple

J:\Projects\MQXX-900s Boundary and Easement Surveys\MQ24-901 DDA TIFF Plan 4 - Map and Legal\Field Construction Related\All Survey\Legal Descriptions\MQ24-901 3rd Street DDA TIF No 4 Legal Description (241008 Final).docx



Exhibit C - Base Values

Base Values for all Development Areas

Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
110360	415 S Third		0			
110370	157 W Baraga		17,900			
110380	155 W Baraga		18,300			
110390	151 W Baraga		13,800			
110400	149 W Baraga		38,100			
110410	139 W Baraga		19,356			
110420	141 W Baraga		13,900			
110430	119 W Baraga		62,300			
110431	113 W Baraga		0			
110480	109 W Baraga		40,800			
110490	101 W Baraga		13,700			
110510	300 S Front St		344,200			
110540	320 S Front St		22,400			
110550	126 W Baraga		0			
110560	125 W Spring		0			
110570	130 W Baraga		10,200			
110580	136 W Baraga		40,900			
110600	145 W Spring		0			
110680	125 W Spring		0			
110710	214 S Front		12,500			
110720	222 S Front		43,800			
110730	112 W Spring		71,400			
110760	122 W Spring		21,600			
110770	124 W Spring		109,600			
110800	148 W Spring					
110810	150 W Spring					



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
110810	150 W Spring		0			
111290	234 W Baraga					
111290	234 W Baraga		0			
111300	501 S Front					
111310	501 S Front					
111310	102 E Baraga			0		
111330	100 E Baraga					
111330	100 E Baraga			0		
111340	501 S Front					
111350	601 S Lakeshore			60,600		
111371	327 S Lakeshore			35,400		
111372	252 E Main			0		
111373	245 S Lakeshore			0		
111380	321 S Front			35,200		
111400	317 S Front			27,900		
111410	315 S Front			0		
111420	311 S Front			26,400		
111430	309 S Front			245,600		
111450	111 E Baraga			0		
111460	117 E Baraga			0		
111470	210 S Lakeshore			3,400		
111500	252 E Main			0		
111501	252 E Main			0		
111502	252 E Main			0		
111503	252 E Main			0		
111504	252 E Main			0		
111505	252 E Main			0		
111506	252 E Main			0		
111507	252 E Main			0		
111508	252 E Main			0		



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
111509	252 E Main			0		
111510	252 E Main			0		
111511	252 E Main			0		
111512	252 E Main			0		
111513	252 E Main			0		
111514	252 E Main			0		
111515	252 E Main			0		
111516	252 E Main			0		
111517	252 E Main			0		
111518	252 E Main			0		
111519	252 E Main			0		
111520	252 E Main			13,500		
111532	300 E Main			29,400		
111540	225 S Front			33,300		
111580	215 S Front			14,200		
111610	111 E Spring			36,900		
150171	145 W Ridge					
150180	224 N Third					
150200	216 N Third					
150210	214 N Third		18,200			
150250	217 N Front					
150270	122 W Bluff		28,750			
150300	201 N Front		67,500			
150310	213 N Front					
150320	230 N Front			30,600		
150350	210 N Front			118,300		
150360	200 Blaker			0		
150380	105 E Washington			0		
150390	205 Lakeshore			0		
150400	205 Lakeshore			55,800		



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
150410	120 N Front			0		
150420	100 E Bluff			0		
150450	100 N Front			623,200		
150460	127 N Front	75,198				
150470	121 N Front	37,500				
150480	102 W Washington	13,861				
150520	128 W Washington	238,680				
150530	118 W Washington	20,000				
150540	112 W Washington	63,959				
150550	102 W Washington	112,390				
150580	135 W Bluff	30,396				
150600	118 N Third	17,835				
150620	122 N Third	37,360				
150630	156 W Washington	45,360				
150631	100 N Third	0				
150640	110 N Third	16,924				
150650	154 W Washington	34,044				
150651	158 W Washington	0				
150660	148 W Washington	59,400				
150670	144 W Washington	0				
150690	142 W Washington	10,562				
150710	136 W Washington	48,600				
150760	131 W Washington	27,500				
150770	135 W Washington	76,258				
150780	137 W Washington	58,088				
150790	145 W Washington	61,750				
150800	147 W Washington	86,400				
150810	153 W Washington	62,370				
150820	113 S Third	40,000				
150821	111 S Third	46,846				



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
150830	130 W Main	64,800				
150840	124 W Main	84,429				
150850	101 W Washington	302,400				
150870	127,125,121 W Washington	110,000				
150880	110 W Main	16,484				
150881	120 W Main	0				
150890	120 S Front	43,000				
150930	107 S Front			25,100		
150940	101 S Front			153,000		
150950	113 S Front			55,400		
150960	119 S Front			48,400		
150970	119 S Lakeshore			8,500		
150990	203 S Front			18,600		
151010	120 E Main			24,400		
151030	213 S Front			0		
151043	107 W Main		112,200			
151052	101 W Main		35,300			
151053	135 W Main	0				
160010	223 Blaker			0		
160030	112 E Ridge					
160040	203 Blaker			0		
170100	207 Lakeshore			47,000		
170101	211 Lakeshore			0		
170105	211 Lakeshore			0		
173070	270 N Lakeshore			35,700		
190010	202 W Washington	0				
190020	220 W Washington	327,092				
190030	228 W Washington	158,150				
190180	310 W Washington		72,600			
190210	338 W Washington		98,400			



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
190230	340 W Washington		17,300			
190240	344 W Washington		54,900			
190390	500 W Washington		45,000			
190420	502 W Washington		160,600			
190480	510 W Washington		28,900			
200020	201 W Washington	48,665				
200040	215 W Washington	27,820				
200050	219 W Washington	10,811				
200060	221 W Washington	0				
200070	223 W Washington	18,360				
200080	225 W Washington	3,175				
200090	227 W Washington	18,720				
200100	229 W Washington	14,040				
200110	231 W Washington	22,952				
200130	239 W Washington	35,000				
200140	249 W Washington	224,263				
200141	103 S Fourth	0				
210030	412 W Washington		1,071,000			
220015	301 W Washington		48,505			
220030	313 W Washington		25,300			
220031	309 W Washington		5,600			
220040	317 W Washington		13,400			
220050	315 W Washington		21,900			
220060	321 W Washington		8,000			
220070	323 W Washington		13,200			
220080	327 W Washington		19,550			
220090	329 W Washington		40,800			
220100	335 W Washington		58,600			
220110	347 W Washington		14,900			
220120	351 W Washington		28,627			



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
220130	401 W Washington		74,300			
220150	419 W Washington		34,600			
220160	423 W Washington		41,000			
220170	429 W Washington		24,200			
220180	427 W Washington		3,600			
220190	431 W Washington		10,900			
220200	439 W Washington		6,100			
220210	443 W Washington		13,500			
220220	447 W Washington		26,100			
220230	501 W Washington		80,200			
220260	509 W Washington		26,700			
220270	513 W Washington		5,700			
220280	517 W Washington		34,900			
220290	519 W Washington		19,700			
220300	521 W Washington		24,200			
220310	533 W Washington		47,700			
220320	537 W Washington		22,900			
220340	547 W Washington		0			
510581	101 N Lakeshore			0		
1090010	205 N Lakeshore 1A			0		
1090020	205 N Lakeshore 1A R			0		
1090030	205 N Lakeshore 1B			0		
1090040	205 N Lakeshore 1C			0		
1090050	205 N Lakeshore 2A			0		
1090060	205 N Lakeshore 2B			0		
150171	145 W RIDGE ST				101,770	
150200	216 N THIRD ST				69,932	
180300	600 N THIRD ST				287,072	
180310	610 N THIRD ST				47,626	
180330	622 N THIRD ST				388,131	



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
180370	629 N THIRD ST				91,094	
180380	621 N THIRD ST				170,349	
180390	617 N THIRD ST				190,389	
180400	611 N THIRD ST				400,155	
180410	607 N THIRD ST				116,917	
180430	603 N THIRD ST				211,735	
180480	523 N THIRD ST				227,802	
180490	521 N THIRD ST				54,898	
180510	517 N THIRD ST				218,048	
180520	501 N THIRD ST				114,123	
180522	503 N THIRD ST				79,069	
180523	505 N THIRD ST				50,190	
180750	500 N THIRD ST				361,200	
180760	514 N THIRD ST				146,989	
180790	526 N THIRD ST				263,637	
181330	410 N THIRD ST				352,511	
181350	420 N THIRD ST				40,425	
181380	424 N THIRD ST				339,745	
181390	429 N THIRD ST				170,810	
181420	415 N THIRD ST				106,272	
181430	411 N THIRD ST				92,153	
181440	407 N THIRD ST				90,329	
181450	401 N THIRD ST				156,003	
330210	726 N THIRD ST				107,913	
330230	714 N THIRD ST				180,915	
330231	724 N THIRD ST				92,086	
330340	710 N THIRD ST				111,663	
330370	711 N THIRD ST				53,850	
330380	701 N THIRD ST				181,780	
330420	717 N THIRD ST				86,940	



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
330441	727 N THIRD ST				53,364	
330490	803 N THIRD ST				163,177	
330530	827 N THIRD ST				292,060	
330550	901 N THIRD ST				105,710	
330600	907 N THIRD ST				107,093	
330630	927 N THIRD ST				242,426	
330640	1001 N THIRD ST				89,993	
330650	1007 N THIRD ST				142,135	
330660	1015 N THIRD ST				289,465	
340010	1025 N THIRD ST				336,491	
340030	1031 N THIRD ST				162,399	
340051	1101 N THIRD ST				340,207	
340070	1109 N THIRD ST				80,199	
340100	1123 N THIRD ST				97,900	
340110	1127 N THIRD ST				172,400	
340150	1209 N THIRD ST				138,184	
350270	828 N THIRD ST				14,408	
350280	824 N THIRD ST				71,439	
350290	816 N THIRD ST				92,644	
350300	800 N THIRD ST				307,224	
350301	810 N THIRD ST				136,990	
350631	900 N THIRD ST				80,717	
350640	908 N THIRD ST				130,114	
350650	910 N THIRD ST				63,953	
350660	914 N THIRD ST				88,789	
350680	926 N THIRD ST				279,990	
351090	1000 N THIRD ST				127,946	
351110	1010 N THIRD ST				132,319	
351120	1012 N THIRD ST				83,573	
351130	1014 N THIRD ST				62,434	



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	TIF 23 Third	Total
400010	1018 N THIRD ST				70,215	
400040	1034 N THIRD ST				209,475	
400090	1100 N THIRD ST				103,189	
400110	1104 N THIRD ST				67,987	
400130	1106 N THIRD ST				268,194	
400150	1110 N THIRD ST				32,970	
400170	1120 N THIRD ST				22,890	
400180	1126 N THIRD ST				22,155	
400230	1202 N THIRD ST				29,715	
400250	1208 N THIRD ST				42,735	
400270	1210 N THIRD ST				29,715	
400290	1212 N THIRD ST				199,080	
400420	1324 N THIRD ST				319,519	
Total Real Property Base		2,851,442	3,520,088	1,805,800	11,658,103	19,835,433
Balancing Parcel Real Property		376,933	96,100	318,900	0	791,933
Total Real Property Base		3,228,375	3,616,188	2,124,700	11,658,103	20,627,366
Total Personal Property Base		58,767	195,279	188,200	101,742	543,988
Balancing Personal Property		349,573	379,600	480,900	0	1,210,073
Total Personal Property Base Value		408,340	574,879	669,100	101,742	1,754,061
Total Base Real & Personal Value		3,636,715	4,191,067	2,793,800	11,759,845	22,381,427

TIF 24 Personal Property Parcels

Address	Parcel Number	2023 Value
150 W RIDGE ST	9630041	0
150 W RIDGE ST	9661098	0
150 W RIDGE ST	9671402	0
216 N THIRD ST	9671740	0
401 N THIRD ST	9671914	0
410 N THIRD ST	9641275	0
415 N THIRD ST	9671252	0
429 N THIRD ST	9660649	0



Address	Parcel Number	2023 Value
500 N THIRD ST	9660320	0
501 N THIRD ST	9670885	0
503 N THIRD ST	9671860	8,000
505 N THIRD ST	9672060	5,000
514 N THIRD ST	9640297	0
517 N THIRD ST	9671847	0
521 N THIRD ST	9670505	0
526 N THIRD ST	9630593	0
600 N THIRD ST	9671857	0
603 N THIRD ST	9670766	0
603 N THIRD ST	9672025	0
607 N THIRD ST	9670024	0
607 N THIRD ST	9672131	0
610 N THIRD ST	9672176	0
611 N THIRD ST	9671418	0
617 N THIRD ST	9650305	0
621 N THIRD ST	9671943	0
621 N THIRD ST	9671943	0
622 N THIRD ST	9670325	0
629 N THIRD ST	9650085	0
701 N THIRD ST	9671021	5,000
711 N THIRD ST	9630675	0
714 N THIRD ST	9650490	0
714 N THIRD ST	9671763	0
717 N THIRD ST	9671919	0
724 N THIRD ST	9640685	0
726 N THIRD ST	9660648	0
727 N THIRD ST	9640115	28,742
803 N THIRD ST	9671733	0
810 N THIRD ST	9672059	0
813 N THIRD ST	9671920	0
816 N THIRD ST	9670990	0
824 N THIRD ST	9651340	0
827 N THIRD ST	9650595	0
828 N THIRD ST	9640257	0
900 N THIRD ST	9670203	0



Address	Parcel Number	2023 Value
901 N THIRD ST	9640175	0
907 N THIRD ST	9672177	0
908 N THIRD ST	9670341	0
910 N THIRD ST	9650123	0
914 N THIRD ST	9650610	15,000
926 N THIRD ST	9670270	0
927 N THIRD ST	9660899	0
1000 N THIRD ST	9660725	0
1001 N THIRD ST	9660995	8,000
1007 N THIRD ST	9671206	0
1007 N THIRD ST	9651040	0
1010 N THIRD ST	9650120	0
1012 N THIRD ST	9660922	0
1014 N THIRD ST	9672023	5,000
1015 N THIRD ST	9671204	5,000
1015 N THIRD ST	9671205	7,000
1015 N THIRD ST	9630591	0
1015 N THIRD ST	9650415	0
1015 N THIRD ST	9671867	0
1015 N THIRD ST	9671979	0
1015 N THIRD ST	9672178	0
1025 N THIRD ST	9670992	0
1029 N THIRD ST	9670567	0
1031 N THIRD ST	9671601	0
1034 N THIRD ST	9672179	0
1034 N THIRD ST	9672180	0
1034 N THIRD ST	9672181	0
1100 N THIRD ST	9660140	0
1100 N THIRD ST	9671719	15,000
1106 N THIRD ST	9630652	0
1123 N THIRD ST	9660661	0
1123 N THIRD ST	9671835	0
1208 N THIRD ST	9672132	0
1209 N THIRD ST	9671977	0
1212 N THIRD ST	9641270	0
TOTAL		101,742

Exhibit D - Tax Capture Estimates

	PROJECTED TIF				TOTAL
	TIF 84	TIF 92 West	TIF 92 East	Third Street	
Millage Rate>	29.3948	21.8115	29.3948	29.3948	
MR w/o Library>	27.5418	19.9585	27.5418	27.5418	
2024	\$241,479	\$234,313	\$524,386	\$0	\$1,000,178
2025	\$249,470	\$241,597	\$538,528	\$7,951	\$1,037,545
2026	\$272,058	\$249,049	\$553,007	\$16,086	\$1,090,199
2027	\$289,843	\$256,675	\$567,829	\$24,409	\$1,138,756
2028	\$298,769	\$264,478	\$583,003	\$32,926	\$1,179,176
2029	\$288,493	\$249,124	\$555,955	\$39,016	\$1,132,587
2030	\$297,249	\$256,597	\$569,735	\$47,370	\$1,170,951
2031	\$306,208	\$264,243	\$584,900	\$55,919	\$1,211,269
2032	\$315,375	\$272,067	\$600,426	\$64,666	\$1,252,534
2033	\$324,755	\$280,073	\$616,321	\$73,615	\$1,294,764
2034	\$334,352	\$288,265	\$632,593	\$82,773	\$1,337,983
2035	\$344,172	\$296,647	\$649,253	\$92,142	\$1,382,215
2036	\$354,220	\$305,224	\$664,747	\$101,730	\$1,425,922
2037	\$364,501	\$314,001	\$681,373	\$111,539	\$1,471,414
2038	\$375,021	\$322,981	\$699,212	\$121,576	\$1,518,791
2039	\$385,785	\$332,170	\$717,477	\$131,846	\$1,567,278
2040	\$396,798	\$341,445	\$736,174	\$142,355	\$1,616,771
2041	\$408,067	\$351,052	\$755,315	\$153,107	\$1,667,541
2042	\$419,597	\$360,894	\$775,456	\$164,109	\$1,720,056
2043	\$431,395	\$373,168	\$794,974	\$175,365	\$1,774,902
2044	\$443,467	\$384,230	\$815,512	\$186,883	\$1,830,092
2045	\$455,818	\$394,819	\$836,537	\$198,669	\$1,885,843
2046	\$468,456	\$405,653	\$858,062	\$210,727	\$1,942,899
2047	\$481,388	\$416,739	\$920,464	\$223,066	\$2,041,657
2048	\$494,619	\$428,082	\$959,110	\$235,690	\$2,117,502
2049	\$508,158	\$439,689	\$983,050	\$248,608	\$2,179,504
2050	\$522,010	\$451,564	\$1,036,094	\$261,825	\$2,271,493
2051	\$536,184	\$463,715	\$1,074,760	\$275,349	\$2,350,009
2052	\$550,687	\$476,148	\$1,101,053	\$289,187	\$2,417,075
2053	\$565,526	\$488,870	\$1,127,956	\$303,346	\$2,485,697
2054	\$580,710	\$501,886	\$1,155,483	\$317,833	\$2,555,912
TOTAL	\$12,304,630	\$10,705,460	\$23,668,743	\$4,389,683	\$51,068,516

Notes:

- 2024 millage rates used
- The County is opted out of TIF 92 West
- Assumes the Library does not opt in after they are automatically opted out after 2028
- Accounts for existing brownfield capture
- This shows real property tax collections only; in 2025, the DDA is projected to collect \$51,210 in personal property tax
- Italics indicates projections



Exhibit E - Impact on Taxing Authorities

Projected TIF Collected by DDA Broken Down by Taxing

millage rate>	City 17.9057	County 7.5833	DDA 1.8558	Iron Ore H.A. 0.1970	Library 1.853	TOTAL 29.3948
2024	\$658,878	\$197,579	\$68,288	\$7,249	\$68,185	\$1,000,178
2025	\$683,182	\$205,340	\$70,807	\$7,516	\$70,700	\$1,037,545
2026	\$716,834	\$217,001	\$74,295	\$7,887	\$74,183	\$1,090,199
2027	\$748,027	\$227,560	\$77,528	\$8,230	\$77,411	\$1,138,756
2028	\$774,301	\$235,975	\$80,251	\$8,519	\$80,130	\$1,179,176
2029	\$797,865	\$243,251	\$82,693	\$8,778	0	\$1,132,587
2030	\$824,652	\$251,756	\$85,469	\$9,073	0	\$1,170,951
2031	\$852,753	\$260,752	\$88,382	\$9,382	0	\$1,211,269
2032	\$881,513	\$269,960	\$91,363	\$9,698	0	\$1,252,534
2033	\$910,946	\$279,383	\$94,413	\$10,022	0	\$1,294,764
2034	\$941,067	\$289,027	\$97,535	\$10,354	0	\$1,337,983
2035	\$971,894	\$298,898	\$100,730	\$10,693	0	\$1,382,215
2036	\$1,002,428	\$308,570	\$103,895	\$11,029	0	\$1,425,922
2037	\$1,034,172	\$318,680	\$107,185	\$11,378	0	\$1,471,414
2038	\$1,067,191	\$329,252	\$110,607	\$11,741	0	\$1,518,791
2039	\$1,100,983	\$340,072	\$114,109	\$12,113	0	\$1,567,278
2040	\$1,135,452	\$351,146	\$117,682	\$12,492	0	\$1,616,771
2041	\$1,170,832	\$362,479	\$121,348	\$12,882	0	\$1,667,541
2042	\$1,207,404	\$374,229	\$125,139	\$13,284	0	\$1,720,056
2043	\$1,246,093	\$385,950	\$129,149	\$13,710	0	\$1,774,902
2044	\$1,284,706	\$398,100	\$133,151	\$14,134	0	\$1,830,092
2045	\$1,323,567	\$410,535	\$137,178	\$14,562	0	\$1,885,843
2046	\$1,363,337	\$423,262	\$141,300	\$15,000	0	\$1,942,899
2047	\$1,430,281	\$447,401	\$148,239	\$15,736	0	\$2,041,657
2048	\$1,482,392	\$465,161	\$153,639	\$16,309	0	\$2,117,502
2049	\$1,525,568	\$479,037	\$158,114	\$16,784	0	\$2,179,504
2050	\$1,588,307	\$501,095	\$164,617	\$17,475	0	\$2,271,493
2051	\$1,642,353	\$519,368	\$170,218	\$18,069	0	\$2,350,009
2052	\$1,689,026	\$534,411	\$175,056	\$18,583	0	\$2,417,075
2053	\$1,736,782	\$549,802	\$180,005	\$19,108	0	\$2,485,697
2054	\$1,785,645	\$565,551	\$185,070	\$19,646	0	\$2,555,912
TOTAL	\$35,578,433	\$11,040,583	\$3,687,455	\$391,437	\$370,609	\$51,068,516

Notes:

- 2024 millage rates used
- The County is opted out of TIF 92 West
- Assumes the Library does not opt in after they are automatically opted out after 2028
- Accounts for existing brownfield capture
- This shows real property tax collections only; in 2025, the DDA is projected to collect \$51,210 in personal property tax
- Italics indicates projections

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/11/2025

Consent Agenda - Roll Call Vote

Approve the minutes of the August 7, 2025 special Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Aug. 7 minutes



City of Marquette, MI
300 West Baraga Ave
Marquette, Michigan 49855
Meeting Minutes
City Commission

SPECIAL MEETING MINUTES

Thursday, August 7, 2025

Special Meeting

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Mayer

Mayor Pro Tem Paul Schloegel moved to excuse Commissioner Mayer for personal reasons, seconded by Commissioner Cary Gottlieb and carried unanimously.

Approval of the Agenda

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

Announcements

Mayor Hanley had no announcements.

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

Ron Matson, president of the Harlow Farms Conservation Community, said he would like the City to include a Wilson Street multi-use pathway in the City's plans.

1. Consent Agenda

Commissioner Jerney Ottaway moved to Approve the Consent Agenda, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously.

1.a. Approve the minutes of the July 28, 2025 regular Commission meeting

New Business

2. Budget Overview

City Manager Karen Kovacs, Deputy City Manager Sean Hobbins and City CFO Mary Schlicht led the Commission through the budget presentation, which included the presentation of a draft budget, which will be refined prior to being proposed for final adoption.

City Manager Kovacs highlighted challenges and successes, discussing the City's improved financial condition compared to just a few years ago, as well as future uncertainty across various revenue sources.

Staff emphasized challenges tied to limited revenue growth, rising costs for pensions and healthcare, and the City's specific revenue constraints. The presentation highlighted departmental requests, infrastructure needs, and long-term debt strategies.

Much of the discussion focused on questions of debt and bonding, as well as on the costs and challenge of maintaining roads and core infrastructure. The meeting included a presentation from City Engineer Mik Kilpela, who shared information about city infrastructure, including a discussion about long-term maintenance costs.

During the meeting, the Commission recessed for a brief break at 10:38 a.m., resuming the meeting at 10:45 a.m., and also recessed for lunch from roughly 11:20 a.m. to 12:30 p.m.

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

There was no one to comment at the second public comment.

Comments from the Commission

Commissioners thanked staff for the information shared and prepared today, expressing appreciation for the process.

Comments from the City Manager

City Manager Karen Kovacs thanked the City Commission and staff for their engagement during the session and emphasized the importance of the feedback provided. She stated that the Finance team would incorporate the Commission's input into revisions of the proposed budget.

Adjournment

Mayor Hanley adjourned the meeting at 2:19 p.m.

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/11/2025

Consent Agenda - Roll Call Vote

Ordinance 25-09: Street-Naming Process - Roll Call Vote

BACKGROUND:

As various development projects occur throughout the City, a number of new streets may be coming online in the coming months. In anticipation of this, staff is recommending an amendment to the official process for naming new streets.

The ordinance, attached, simplifies the street-naming process, allowing for new streets to be officially named by resolution of the city commission, which will serve as an amendment to the city's official street map.

Per City Charter, an ordinance cannot be adopted at the meeting at which it is introduced. This ordinance was first introduced at the Commission's July 28, 2025 meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt Ordinance #25-09.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ord. 25-09

ORDINANCE #25-09
AN ORDINANCE TO AMEND MARQUETTE CITY CODE
CHAPTER 42 TO UPDATE THE PROCESS FOR NAMING NEW
STREETS

INTENT

The purpose of this ordinance is to amend Article III of Chapter 42 of the Marquette City Code, to allow for the naming of new streets by commission resolution.

The City of Marquette Ordains:

SECTION 1. That Sections 42-72, 42-78 and 42-79 are hereby repealed.

SECTION 2. That a new Section 42-72 is hereby adopted to read as follows:

Sec. 42-72. Numbering map.

The official city street map is hereby adopted as the official property numbering map of the city, and all property numbers assigned shall be assigned in accordance with this numbering map, and no other property numbers shall be used or displayed in the city. The property numbering map shall be maintained in the office of the city planner.

SECTION 3. That new Sections 42-78 and 42-79 are hereby adopted to read as follows:

Sec. 42-78. Street names.

(a) All streets shall be known and designated by the names applied thereto on the official city street map, a copy of which will be maintained in the office of the city engineer and made available to the public. The naming of any new street shall be done by resolution of the city commission and shall follow the guidelines presented in subsections (1) through (3) of this section. Such resolution shall amend the aforementioned map.

(1) A continuous street, or one proposed to be continuous, should bear the same name throughout.

i. Lakeshore Boulevard North and West of Peter White Drive as Island Beach Road-renamed by confirmation of the city commission 2/11/13.

(2) A discontinuous street, whose segments would meet if extended in a direct line, should bear the same street for each of the segments, regardless of interruptions.

(3) Duplication of street names shall not be permitted. Similar sounding names are considered to be duplications regardless of spelling differences.

Sec. 42-79. Vacating streets.

Vacated portions of streets and alleys shall be eliminated from the official city street map.

SECTION 4. That this ordinance shall take effect ten days after adoption but not before publication.

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/11/2025

Consent Agenda - Roll Call Vote **Ordinance 25-10: General Provisions**

BACKGROUND:

City staff has recently started a comprehensive review of the Marquette City Code, with the goal of modernizing processes, eliminating redundancies, and removing provisions that are no longer supported by state law or best practice.

Each chapter is being audited for clarity, compliance, internal consistency, and alignment with day-to-day operations. Where substantive changes are warranted, staff will recommend ordinances for consideration.

The attached ordinance, detailing proposed changes to chapter 1 of the city code, is a product of this review.

The purpose of this ordinance is to enhance clarity and consistency of the definitions and processes described in chapter 1 in an attempt to better align these sections with the rest of City Code.

In addition to minor definitional and clerical updates, the ordinance also revises how violations of the Code are classified by default. Specifically, it establishes that a violation of the code is considered a civil infraction, unless explicitly designated otherwise. This change enables city staff to respond to violations in a manner that is proportionate and appropriate to the nature of the offense. It also promotes clarity and consistency by eliminating the need to repeatedly specify in the code that a violation of each article or chapter is a civil infraction.

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

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Move Ordinance 25-10 to the next regular meeting agenda for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Chapter 1 Redline
- ▢ Ord 25-10 Draft

Chapter 1 GENERAL PROVISIONS

Sec. 1-1. Designation and citation of Code.

The ordinances embraced in this and the following chapters shall constitute and be designated the "Code of Ordinances, City of Marquette, Michigan," and may be so cited. Such ordinances may also be cited as the "Marquette City Code."

State law reference(s)—Authority to codify ordinances, MCL 117.5b.

Sec. 1-2. Definitions and rules of construction.

The following definitions and rules of construction shall apply to this Code and to all ordinances and resolutions unless the context requires otherwise:

Generally. When provisions conflict, the specific shall prevail over the general. All provisions shall be liberally construed so that the intent of the commission may be effectuated. Terms and phrases shall be construed according to the common and approved usage of the language, but technical terms, technical phrases, and term and phrases that have acquired peculiar and appropriate meanings in law shall be construed according to such meanings.

Agencies, officers. Any reference to any local, state or federal agency or officer shall include any successor agency or officer.

Charter. The term "Charter" means the Charter of the City of Marquette, Michigan.

City. The term "city" means the City of Marquette, Michigan.

City commission and commission. The terms "city commission" and "commission" mean the legislative and governing body as defined in the City Charter ~~city commission~~ of the City of Marquette, Michigan.

Code. The term "Code" means the Code of Ordinances, City of Marquette, Michigan, as designated in section 1-1.

Computation of time. In computing a period of days, the first day is excluded and the last day is included. If the last day of any period or a fixed or final day is a Saturday, Sunday or legal holiday, the period or day is extended to include the next day that is not a Saturday, Sunday or legal holiday.

Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either ... or," the conjunction shall be interpreted as follows:

- (1) The term "and" indicates that all the connected terms, conditions, provisions or events apply.
- (2) The term "or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.
- (3) The term "either ... or" indicates that the connected terms, conditions, provisions or events apply singly, but not in combination.

County. The term "county" means Marquette County, Michigan.

Crime. The term "crime" means an act or omission forbidden by law that is not designated as a civil infraction and that is punishable, upon conviction, by any one or more of the following:

-
- (1) Imprisonment.
 - (2) A fine not designated as a civil fine.
 - (3) Other penal discipline.

Delegation of authority. A provision that authorizes or requires a city officer or employee to perform an act or make a decision authorizes such officer or employee to act or make a decision through authorized subordinates.

Gender. Terms of one gender include the other genders.

Government agencies. Any reference to a federal, state or local agency shall include any successor to that agency.

Health department and department of public health. The terms "health department" and "department of public health" mean the county health department.

Health officer. The term "health officer" means the director of the county health department.

Includes and including. The terms "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and the use of the terms does not create a presumption that components not expressed are excluded.

Joint authority. A grant of authority to three or more persons as a public body confers the authority on a majority of the number of members as fixed by statute or ordinance.

May. The term "may" is construed as being permissive and not mandatory.

May not. The term "may not" states a prohibition.

MCL. The abbreviation "MCL" means the Michigan Compiled Laws, as amended or revised in the future.

Month. The term "month" means a calendar month.

Must. The term "must" is construed as being mandatory.

Number. The singular includes the plural and the plural includes the singular.

Oath, affirmation, sworn and affirmed. The term "oath" includes an affirmation in all cases where an affirmation may be substituted for an oath. In similar cases, the term "sworn" shall include the term "affirmed."

Officers, departments, boards, commissions or employees. References to "officers," "departments," "boards," "commissions" or "employees" are to city officers, city departments, city boards, city commissions and city employees.

Person. The term "person" means any individual, partnership, corporation, association, club, joint venture, estate, trust, limited liability company, governmental unit and any other group or combination acting as a unit, and the individuals constituting such group or unit.

Preceding and following. The terms "preceding" and "following" mean next before and next after, respectively.

Public acts. References to "Public Acts" shall be references to the Public Acts of Michigan. For example, a reference to Public Act No. 279 of 1909 is a reference to Act No. 279 of the Public Acts of Michigan of 1909. Any reference to a Public Act, whether by act number or by short title, is a reference to the act as amended or revised in the future.

Public place. The term "public place" means any place to or upon which the public resorts or travels, whether such place is owned or controlled by the city or any agency of the state, or is a place to or upon which the public resorts or travels by custom, or by invitation, express and implied.

Shall. The term "shall" is to be construed as being mandatory.

Signature and subscription. The terms "signature" and "subscription" include a mark when the person cannot write.

State. The term "state" means the State of Michigan.

Swear. The term "swear" includes the term "affirm."

Tenses. The present tense shall include the past and future tenses. The future tense shall include the present tense. Except as otherwise specifically provided or indicated by the context, all terms used in this Code indicating the present tense shall not be limited to the time of adoption of this Code, but shall extend to and include the time of the happening of any act, event or requirement for which provision is made therein, either as a power, immunity, requirement or prohibition.

Week. The term "week" means seven consecutive days.

Written. The term "written" includes any representation of words, letters, symbols or figures.

Year. The term "year" means 12 consecutive months.

State law reference(s)—Definitions and rules of construction applicable to state statutes, MCL 8.3 et seq.

Sec. 1-3. Section catchlines and other headings; history notes.

- (a) The catchlines of the several sections of this Code, printed in boldface type, are intended as mere catchwords to indicate the contents of the section and are not titles of such sections, or of any part of the section, nor, unless expressly so provided, shall they be so deemed when any such section, including the catchline, is amended or reenacted.
- (b) The history or source notes appearing in parentheses after sections in this Code have no legal effect and only indicate legislative history. State law references that appear in this Code after sections or subsections, or that otherwise appear in footnote form, are provided for the convenience of the user of the Code and have no legal effect.
- (c) Unless specified otherwise, all references to chapters, articles, divisions and subdivisions or sections are to chapters or sections of this Code.
- (d) No provision of this Code shall be held invalid by reason of deficiency in any chapter, article, division, subdivision or section heading.

State law reference(s)—Catchlines in state statutes, MCL 8.4b.

Sec. 1-4. Effect of repeal of ordinances.

- (a) Unless specifically provided otherwise, the repeal of a repealing ordinance does not revive the ordinance originally repealed, nor impair the effect of any saving provision therein.
- (b) The repeal or amendment of an ordinance does not affect any punishment or penalty incurred before the repeal took effect, nor does such repeal or amendment affect any rights, privileges, suit, prosecution or proceeding pending at the time of the amendment or repeal.

State law reference(s)—Effect of repeal of state statutes, MCL 8.4.

Sec. 1-5. Certain ordinances not affected by Code.

- (a) Nothing in this Code or the ordinance adopting this Code affects the validity of any ordinance or portion of any ordinance:

-
- (1) Annexing property into the city or describing the corporate limits.
 - (2) Deannexing property or excluding property from the city.
 - (3) Promising or guaranteeing the payment of money or authorizing the issuance of bonds or other instruments of indebtedness.
 - (4) Authorizing or approving any contract, deed or agreement.
 - (5) Granting any specific right or franchise, or establishing the procedure for granting a right or franchise.
 - (6) Making or approving any appropriation or budget.
 - (7) Providing for the duties of city officers or employees not codified in this Code.
 - (8) Providing for salaries or other employee benefits.
 - (9) Adopting or amending a master plan.
 - (10) Levying or imposing any special assessments.
 - (11) Dedicating, establishing, naming, locating, relocating, opening, paving, widening, repairing or vacating any street, sidewalk or alley.
 - (12) Establishing the grade of any street or sidewalk.
 - (13) Dedicating, accepting or vacating any plat or subdivision.
 - (14) Not codified in this Code that levies, imposes or otherwise relates to taxes, exemptions from taxes and fees in lieu of taxes.
 - (15) Pertaining to rezoning property.
 - (16) That is temporary, although general in effect.
 - (17) That is special, although permanent in effect.
 - (18) The purpose of which has been accomplished.
- (b) The ordinances or portions of ordinances designated in subsection (a) of this section continue in full force and effect to the same extent as if published at length in this Code.

Sec. 1-6. Provisions deemed continuation of existing ordinances.

The provisions of this Code, insofar as they are substantially the same as legislation previously adopted by the city relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

State law reference(s)—Similar provisions as to state statutes, MCL 8.3u.

Sec. 1-7. Code does not affect prior offenses, rights, etc.

- (a) Nothing in this Code or the ordinance adopting this Code affects any offense or act committed or done, any penalty or forfeiture incurred, or any contract or right established before the effective date of this Code.
- (b) The adoption of this Code does not authorize any use or the continuation of any use of a structure or premises in violation of any city ordinance on the effective date of this Code.

Sec. 1-8. Altering Code.

It shall be unlawful for any person to change or amend by additions or deletions any part or portion of this Code, or insert or delete pages, or portions thereof, or to alter or tamper with such Code in any manner whatsoever, except by ordinance or resolution, or other official act of the commission, which will cause the law of the city to be misrepresented thereby. Any person violating this section shall be punished as provided in section 1-13.

Sec. 1-9. Fees.

Where a fee is set or established by the city commission and amended from time to time by resolution or ordinance, a list of such fees will be available for inspection in the office of the city clerk.

Sec. 1-10. Severability of parts of Code.

- (a) It is the legislative intent of the city commission, in adopting this Code, that all provisions and sections of this Code be liberally construed to protect and preserve the peace, health, safety and welfare of the inhabitants of the city; and should any provision or section of this Code be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions or sections, notwithstanding the invalidity of any provision or section thereof.
- (b) The provisions of this section shall apply to the amendment of any section of this Code, whether or not the wording of this section is set forth in the amendatory ordinance.

Sec. 1-11. Amendments to Code; effect of new ordinances; amendatory language.

- (a) All ordinances adopted subsequent to this Code that amend, repeal or in any way affect this Code may be numbered in accordance with the numbering system of the Code and printed for inclusion in the Code. Portions of this Code repealed by subsequent ordinances may be excluded from this Code by omission from reprinted pages affected thereby.
- (b) Amendments to provisions of this Code may be made with the following language: "Section (chapter, article, division or subdivision, as appropriate) _____ of the Code of Ordinances, City of Marquette, Michigan, is hereby amended to read as follows:...."
- (c) If a new section, subdivision, division, article or chapter is to be added to the Code, the following language may be used: "Section (chapter, article, division or subdivision, as appropriate) _____ of the Code of Ordinances, City of Marquette, Michigan, is hereby created to read as follows:...."
- (d) All provisions desired to be repealed should be repealed specifically by section, subdivision, division, article or chapter number, as appropriate, or by setting out the repealed provisions in full in the repealing ordinance.

Sec. 1-12. Supplementation of Code.

- (a) Supplements to this Code shall be prepared and printed ~~whenever authorized or directed by the city~~periodically. A supplement to this Code shall include all substantive permanent and general parts of ordinances adopted during the period covered by the supplement and all changes made thereby in the Code. The pages of the supplement shall be numbered so that they will fit properly into the Code and will, where necessary, replace pages that have become obsolete or partially obsolete. The new pages shall be prepared so that, when they have been inserted, the Code will be current through the date of the adoption of the latest ordinance included in the supplement.

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- (b) In preparing a supplement to this Code, all portions of the Code that have been repealed shall be excluded from the Code by the omission thereof from reprinted pages.
 - (c) When preparing a supplement to this Code, the person authorized to prepare the supplement may make formal, nonsubstantive changes in ordinances included in the supplement, insofar as necessary to do so in order to embody them into a unified Code. For example, the person may:
 - (1) Arrange the material into appropriate organizational units.
 - (2) Supply appropriate catchlines, headings and titles for chapters, articles, divisions, subdivisions and sections to be included in the Code and make changes in any such catchlines, headings and titles or in any such catchlines, headings and titles already in the Code.
 - (3) Assign appropriate numbers to chapters, articles, divisions, subdivisions and sections to be added to the Code.
 - (4) Where necessary to accommodate new material, change existing numbers assigned to chapters, articles, divisions, subdivisions or sections.
 - (5) Change the words "this ordinance," or similar words, to "this chapter," "this article," "this division," "this subdivision," "this section" or "sections ___ to ___" (inserting section numbers to indicate the sections of the Code that embody the substantive sections of the ordinance incorporated in the Code).
 - (6) Make other nonsubstantive changes necessary to preserve the original meaning of the ordinances inserted in the Code.

Sec. 1-13. General penalty; continuing violations.

- (a) For the purposes of this section, the term "violation of this Code" shall mean any of the following:
 - (1) Doing an act that is prohibited or made or declared unlawful, an offense or a violation by ordinance or by rule or regulation authorized by ordinance.
 - (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance.
 - (3) Failure to perform an act if the failure is prohibited or is made or declared unlawful, an offense or a violation, or by ordinance or by rule or regulation authorized by ordinance.
- (b) Any provision of this Code that is made or declared to be a misdemeanor, civil infraction or municipal civil infraction is a violation of this Code.
- (c) For the purposes of this section, the term "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty unless it is specifically provided that the failure to perform the duty is to be punished as provided in this section.
- (d) Except as specifically provided otherwise ~~by state law or this~~ by this Code, all violations of this Code are -civil infractions ~~misdemeanors~~. ~~Except as otherwise provided by law or ordinance, a person convicted of a violation of this Code that is a misdemeanor shall be punished by a fine not to exceed \$500.00 and costs of prosecution, or by imprisonment for a period of not more than 90 days, or by both such fine and imprisonment. However, unless otherwise provided by law, a person convicted of a violation of this Code which substantially corresponds to a violation of state law that is a misdemeanor for which the maximum period of imprisonment is 93 days, is punishable by a fine not to exceed \$500.00 and costs of prosecution, or by imprisonment for a period of not more than 93 days, or by both such fine and imprisonment.~~
- (e) Except as otherwise provided by law or ordinance, with respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense. As to other violations, each violation constitutes a separate offense.

-
- (f) The imposition of a penalty does not prevent suspension or revocation of a license, permit or franchise, or other administrative sanctions.
 - (g) Violations of this Code that are continuous with respect to time are a public nuisance and may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent injunctive relief or civil or quasi-judicial enforcement.

State law reference(s)—Penalty for ordinance violations, MCL 117.4i(k), 117.4l.

ORDINANCE #25-10

AN ORDINANCE TO AMEND CITY CODE CHAPTER 1

INTENT

The purpose of this ordinance is to clarify the definitions and processes described in chapter 1 to be consistent with the rest of the Code and to identify violations of the Code as civil infractions by default.

The City of Marquette Ordains:

SECTION 1. That Section 1-2 be hereby amended for the definition of “City commission and commission” to read as follows:

City commission and commission. The terms "city commission" and "commission" mean the legislative and governing body as defined in the City Charter of the City of Marquette, Michigan.

SECTION 2. That Section 1-12 (a) be hereby amended to read as follows:

- (a) Supplements to this Code shall be prepared and printed periodically. A supplement to this Code shall include all substantive permanent and general parts of ordinances adopted during the period covered by the supplement and all changes made thereby in the Code. The pages of the supplement shall be numbered so that they will fit properly into the Code and will, where necessary, replace pages that have become obsolete or partially obsolete. The new pages shall be prepared so that, when they have been inserted, the Code will be current through the date of the adoption of the latest ordinance included in the supplement.

SECTION 3. That Section 1-13 (d) be hereby amended to read as follows:

- (d) Except as specifically provided otherwise by this Code, all violations of this Code are civil infractions.

SECTION 4. That this ordinance shall take effect ten days after adoption but not before publication.

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/11/2025

Consent Agenda - Roll Call Vote **Ordinance 25-11: Alcoholic Liquors**

BACKGROUND:

City staff has recently started a comprehensive review of the Marquette City Code, with the goal of modernizing processes, eliminating redundancies, and removing provisions that are no longer supported by state law or best practice.

Each chapter is being audited for clarity, compliance, internal consistency, and alignment with day-to-day operations. Where substantive changes are warranted, staff will recommend ordinances for consideration.

The attached ordinance, detailing proposed changes to chapter 4 of the city code, is a product of this review.

The proposed ordinance is intended to clarify the city's regulations around alcohol consumption and possession in public spaces. Currently, the Code prohibits drinking or possession of open containers on public streets, sidewalks, and parking lots. Ordinance 25-11 expands this restriction to any public place not licensed for on-site consumption, better reflecting the variety of public areas within the city.

In addition, it updates the list of locations where consumption is allowed by default, and it adds some flexibility by enabling the City Commission to temporarily authorize other locations by resolution.

Finally, the ordinance removes several sections that duplicate provisions of state law. This change simply streamlines the city code; enforcement of those behaviors will continue to be handled under state law.

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

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Move Ordinance 25-11 to the next regular meeting agenda for consideration.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Draft Ord. 25-11
- ▣ Ch. 4 Redline

ORDINANCE #25-11

AN ORDINANCE TO AMEND CITY CODE CHAPTER 4

INTENT

The purpose of this ordinance is to amend chapter 4 of the Code to clarify permitted locations for consumption or possession of alcoholic liquor and to eliminate provisions that reiterate existing state law.

The City of Marquette Ordains:

SECTION 1. That Section 4-2 be hereby amended to read as follows:

Sec. 4-2. Consumption in public.

(1) Except as otherwise provided in subsections (2) and (3) below, no alcoholic liquor shall be consumed, nor may any person possess an open container of an alcoholic liquor in a public place that is not licensed to sell for consumption on the premises. An open container shall include one which is open, uncapped, or upon which the seal has been broken.

(2) Possession and/or consumption of alcoholic liquors shall be permitted in the following specifically designated areas:

- (a) Tourist Park (rented campsites only)
- (b) Hurley Field
- (c) Sidewalk Cafes (allowed by business license only)
- (d) The Social District as designated by commission resolution

(3) Possession and/or consumption of alcoholic liquors may be permitted in the following areas only with a special permit obtained from the community services department:

- (a) McCarty's Cove (park and beach area)
- (b) South Beach Park
- (c) Marquette Senior Center Citizen Meeting Rooms
- (d) Elwood A. Mattson Lower Harbor Park
- (e) Marquette Commons
- (f) Presque Isle Park Pavilion
- (g) Lakeview Arena
- (h) Tourist Park
- (i) City streets and rights-of-way
- (j) Other locations as temporarily designated by commission resolution

(4) The list of locations temporarily designated by commission resolution adopted under subsection (3) shall be made available to the public and a copy will be held in the city clerk's office.

SECTION 2. That Sections 4-3 through 4-6 be hereby repealed.

SECTION 3. That this ordinance shall take effect ten days after adoption but not before publication.

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

Date Adopted: _____

Date Published: _____

Chapter 4 ALCOHOLIC LIQUORS¹

Sec. 4-1. Definitions.

The meaning of "alcoholic liquor" and "license," when used in this chapter, shall be defined as in Public Act No. 58 of 1998 (MCL 436.1101 et seq.).

(Code 1999, § 29.01)

Sec. 4-2. Consumption in public.

(1) Except as otherwise provided in subsection (2) below, no alcoholic ~~beverages-liquor~~ shall be consumed ~~on the public streets and highways, public sidewalks, or public parking lots,~~ nor may any person possess an open container of an alcoholic ~~beverage-liquor in a public place that is not licensed to sell for consumption on the premises on a public highway, sidewalk or public parking lot.~~ An open container shall include one which is open, uncapped, or upon which the seal has been broken.

(2) Possession and/or consumption of alcoholic ~~beverages-liquors~~ shall be permitted in the following specifically designated areas:

~~a. Areas permitted:~~

~~a1.~~ Tourist Park (rented campsites only)

~~b2.~~ Hurley Field

~~c3.~~ Sidewalk cafes—Allowed by permit only

~~d4.~~ The Social District as designated by commission resolution~~Social district~~

~~(3)b.~~ Possession and/or consumption of alcoholic liquors may be permitted in the following areas only with a special permit obtained from the community services department~~By special permit only:~~

~~a1.~~ McCarty's Cove (park and beach area)

~~b2.~~ South Beach Park

~~c3.~~ Marquette Senior Center Citizen Meeting Rooms

~~d4.~~ Elwood A. Mattson Lower Harbor Park

~~e5.~~ Marquette Commons

~~f6.~~ Presque Isle Park Pavilion

~~g7.~~ Lakeview Arena

~~h.~~ Tourist Park

~~i.8.~~ City streets and rights-of-way

~~j.~~ Other locations as temporarily designated by commission resolution

¹State law reference(s)—Michigan liquor control code of 1998, MCL 436.1101 et seq.

(4) -The list of locations temporarily designated by commission resolution adopted under subsection (3) shall be made available to the public and a copy will be held in the city clerk's office.

~~c. — Conditions upon which possession and/or consumption of beer and/or wine is permitted:~~

- ~~1. — Regarding exceptions listed in subsection (2)a. above: Any group of ten or more persons must first obtain a permit from the community services department parks and recreation department in order to possess and/or consume beer and/or wine.~~
- ~~2. — Regarding exceptions listed in subsection (2)b. above: Possession and/or consumption of beer and/or wine shall be allowed only by special permit issued by community services department the department of parks and recreation for appropriate programs or events. Possession and/or consumption of alcoholic beverages in any other bathing beach area open to the public are prohibited.~~

~~d. — A person who violates this section is responsible for a municipal civil infraction.~~

~~Sec. 4-3. Liquor sales.~~

~~No licensee, by himself or another, shall sell, furnish, give or deliver any alcoholic liquor to any person:~~

- ~~(1) — Who is so intoxicated as not to be in control of all his faculties;~~
- ~~(2) — On any day during the hours not permitted by state law or the state liquor control commission;~~

~~(Code 1999, § 29.03)~~

~~Sec. 4-4. Bars; rules of conduct.~~

~~No licensee shall permit on licensed premises:~~

- ~~(1) — Spirits to be consumed if licensed to sell only beer or wine, or both.~~
- ~~(2) — Any disorderly conduct or action which disturbs the peace and good order of the neighborhood.~~
- ~~(3) — Any resorting thieves, prostitutes or other disorderly persons.~~
- ~~(4) — Any gambling, or the placing or using of any gambling apparatus or paraphernalia therein.~~
- ~~(5) — Any employee to visit, fraternize or drink alcoholic liquor with any of the patrons.~~
- ~~(6) — The obstruction of the public view by the use of drawn shades or blinds or screens, either permanent or movable.~~

~~(Code 1999, § 29.04)~~

~~Sec. 4-5. Furnishing person under 21 years of age.~~

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

~~Corrective action means action taken by a licensee or a clerk, agent, or employee of a licensee designed to prevent a minor from further possessing or consuming alcoholic liquor on the licensed premises. The term "corrective action" includes, but is not limited to, contacting a law enforcement agency and ejecting the minor and any other person suspected of aiding and abetting the minor.~~

Diligent inquiry means a diligent good faith effort to determine the age of a person, which includes at least an examination of an official state operator's or chauffeur's license, an official state personal identification card, a military identification card, or any other bona fide picture identification which establishes the identity and age of the person.

- (b) ~~Alcoholic liquor shall not be sold or furnished to a minor. Subject to subsections (d), (e), and (f) of this section, a person who knowingly sells or furnishes alcoholic liquor to a minor, or who fails to make diligent inquiry as to whether the person is a minor, is guilty of a misdemeanor. A suitable sign describing the content of this section and the penalties for its violation shall be posted in a conspicuous place in each room where alcoholic liquor is sold. The signs shall be approved and furnished by the state liquor control commission.~~
- (c) ~~If a violation occurs in an establishment that is licensed by the commission for consumption of alcoholic liquor on the licensed premises, a person who is a licensee or the clerk, agent, or employee of a licensee shall not be charged with a violation of subsection (b) of this section unless the licensee or the clerk, agent, or employee of the licensee knew or should have reasonably known with the exercise of due diligence that a person less than 21 years of age possessed or consumed alcoholic liquor on the licensed premises and the licensee or clerk, agent, or employee of the licensee failed to take immediate corrective action.~~
- (d) ~~If the enforcing agency involved in the violation is the local police agency, a licensee shall not be charged with a violation of subsection (b) of this section unless all of the following occur, if applicable:~~
 - (1) ~~Enforcement action is taken against the minor who purchased or attempted to purchase, consumed or attempted to consume, or possessed or attempted to possess alcoholic liquor.~~
 - (2) ~~Enforcement action is taken under this section against the person 21 years of age or older who is not the retail licensee or the retail licensee's clerk, agent, or employee who sold or furnished the alcoholic liquor to the minor.~~
 - (3) ~~Enforcement action under this section is taken against the clerk, agent, or employee who directly sold or furnished alcoholic liquor to the minor.~~
- (e) ~~If the enforcing agency is the commission and an appearance ticket or civil infraction citation has not been issued, then the commission shall recommend to a local law enforcement agency that enforcement action be taken against a violator of this section or section 4-6 who is not a licensee. However, subsection (d) of this section does not apply if the minor against whom enforcement action is taken under section 4-6, the clerk, agent, or employee of the licensee who directly sold or furnished alcoholic liquor to the minor, or the person 21 years of age or older who sold or furnished alcoholic liquor to the minor is not alive or is not present in this state at the time the licensee is charged. Subsection (d)(1) of this section does not apply under either of the following circumstances:~~
 - (1) ~~The violation of subsection (b) of this section is the result of an undercover operation in which the minor purchased or received alcoholic liquor under the direction of the person's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.~~
 - (2) ~~The violation of subsection (b) of this section is the result of an undercover operation in which the minor purchased or received alcoholic liquor under the direction of the state police, the commission, or a local police agency as part of an enforcement action.~~
- (f) ~~Any initial or contemporaneous purchase or receipt of alcoholic liquor by the minor under subsection (e)(1) or (2) of this section must have been under the direction of the state police, the commission, or the local police agency and must have been part of the undercover operation.~~
- (g) ~~If a minor participates in an undercover operation in which the minor is to purchase or receive alcoholic liquor under the supervision of a law enforcement agency, his parents or legal guardian shall consent to the participation if that person is less than 18 years of age.~~

~~(h) — Proof that the defendant or the defendant's agent or employee demanded and was shown, before furnishing alcoholic liquor to a minor, a motor vehicle operator's or chauffeur's license, a military identification card, or other bona fide documentary evidence of the age and identity of that person shall be a defense to an action brought under this section.~~

~~(Code 1999, § 29.05)~~

~~State law reference(s) — Similar provisions, MCL 436.1701.~~

~~Sec. 4-6. Person under 21 years of age in possession.~~

~~(a) — A person under 21 years of age shall not purchase or attempt to purchase alcoholic liquor, consume or attempt to consume alcoholic liquor, possess or attempt to possess alcoholic liquor, or have any bodily alcohol content, except as provided in this section. A person who violates this subsection is guilty of a misdemeanor punishable by the following fines and sanctions:~~

~~(1) — For the first violation, a fine of not more than \$100.00, and may be ordered to participate in substance abuse prevention services or substance abuse treatment and rehabilitation services as defined in section 6107 of the Michigan public health code, Public Act No. 368 of 1978 (MCL 333.6107), and designated by the administrator of substance abuse services, and may be ordered to perform community service and to undergo substance abuse screening and assessment at his own expense as described in subsection (d) of this section.~~

~~(2) — For a violation of this subsection following a prior conviction or juvenile adjudication for a violation of this subsection, section 33b(1) of former 1933 (Ex Sess) PA 8, or a local ordinance substantially corresponding to this subsection or section 33b(1) of former 1933 (Ex Sess) PA 8, by imprisonment for not more than 30 days but only if the minor has been found by the court to have violated an order of probation, failed to successfully complete any treatment, screening, or community service ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, a fine of not more than \$200.00, or both, and may be ordered to participate in substance abuse prevention services or substance abuse treatment and rehabilitation services as defined in section 6107 of the Michigan public health code, Public Act No. 368 of 1978 (MCL 333.6107), and designated by the administrator of substance abuse services, to perform community service, and to undergo substance abuse screening and assessment at his own expense as described in subsection (d) of this section.~~

~~(3) — For a violation of this subsection following two or more prior convictions or juvenile adjudications for a violation of this subsection, section 33b(1) of former 1933 (Ex Sess) PA 8, or a local ordinance substantially corresponding to this subsection or section 33b(1) of former 1933 (Ex Sess) PA 8, by imprisonment for not more than 60 days but only if the minor has been found by the court to have violated an order of probation, failed to successfully complete any treatment, screening, or community service ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, a fine of not more than \$500.00, or both, and may be ordered to participate in substance abuse prevention services or substance abuse treatment and rehabilitation services as defined in section 6107 of the Michigan public health code, Public Act No. 368 of 1978 (MCL 333.6107), and designated by the administrator of substance abuse services, to perform community service, and to undergo substance abuse screening and assessment at his own expense as described in subsection (d) of this section.~~

~~(b) — A person who furnishes fraudulent identification to a minor, or, notwithstanding subsection (a) of this section, a minor who uses fraudulent identification to purchase alcoholic liquor, is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$100.00, or both.~~

~~(c) — When an individual who has not previously been convicted of or received a juvenile adjudication for a violation of subsection (a) of this section pleads guilty to a violation of subsection (a) of this section or offers~~

a plea of admission in a juvenile delinquency proceeding for a violation of subsection (a) of this section, the court, without entering a judgment of guilt in a criminal proceeding or a determination in a juvenile delinquency proceeding that the juvenile has committed the offense and with the consent of the accused, may defer further proceedings and place the individual on probation upon terms and conditions that include, but are not limited to, the sanctions set forth in subsection (a)(1) of this section, payment of the costs including minimum state cost as provided for in section 18m of chapter XIII A of the probate code of 1939, Public Act No. 288 of 1939 (MCL 712A.18m), and section 1j of chapter IX of the code of criminal procedure, Public Act No. 175 of 1927 (MCL 769.1j), and the costs of probation as prescribed in section 3 of chapter XI of the code of criminal procedure, Public Act No. 175 of 1927 (MCL 771.3). Upon violation of a term or condition of probation or upon a finding that the individual is utilizing this subsection in another court, the court may enter an adjudication of guilt, or a determination in a juvenile delinquency proceeding that the individual has committed the offense, and proceed as otherwise provided by law. Upon fulfillment of the terms and conditions of probation, the court shall discharge the individual and dismiss the proceedings. Discharge and dismissal under this section shall be without adjudication of guilt or without a determination in a juvenile delinquency proceeding that the individual has committed the offense and is not a conviction or juvenile adjudication for purposes of this section or for purposes of disqualifications or disabilities imposed by law upon conviction of a crime, including the additional penalties imposed for second or subsequent convictions or juvenile adjudications under subsections (a)(2) and (3) of this section. There may be only one discharge and dismissal under this subsection as to an individual. The court shall maintain a nonpublic record of the matter while proceedings are deferred and the individual is on probation and if there is a discharge and dismissal under this subsection.

- (d) ~~The court may order the person convicted of violating subsection (a) of this section to undergo screening and assessment by a person or agency as designated by the substance abuse coordinating agency as defined in section 6103 of the Michigan public health code, Public Act No. 368 of 1978 (MCL 333.6103), in order to determine whether the person is likely to benefit from rehabilitative services, including alcohol or drug education and alcohol or drug treatment programs. The court may order a person subject to a conviction or juvenile adjudication of, or placed on probation regarding, a violation of subsection (a) of this section to submit to a random or regular preliminary chemical breath analysis. In the case of a minor under 18 years of age not emancipated under Public Act No. 293 of 1968 (MCL 722.1 et seq.), the parent, guardian, or custodian may request a random or regular preliminary chemical breath analysis as part of the probation.~~
- (e) ~~A peace officer who has reasonable cause to believe a person under 21 years of age has consumed alcoholic liquor or has any bodily alcohol content may require the person to submit to a preliminary chemical breath analysis. A peace officer may arrest a person based in whole or in part upon the results of a preliminary chemical breath analysis. The results of a preliminary chemical breath analysis or other acceptable blood alcohol test are admissible in a criminal prosecution to determine whether the person has consumed or possessed alcoholic liquor or had any bodily alcohol content. A person who refuses to submit to a preliminary chemical breath test analysis as required in this subsection is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$100.00.~~
- (f) ~~A law enforcement agency, upon determining that a person less than 18 years of age, who is not emancipated under Public Act No. 293 of 1968 (MCL 722.1 et seq.), allegedly consumed, possessed or purchased alcoholic liquor, attempted to consume, possess or purchase alcoholic liquor, or had any bodily alcohol content in violation of subsection (a) of this section shall notify the parent, custodian, or guardian of the person as to the nature of the violation if the name of a parent, guardian, or custodian is reasonably ascertainable by the law enforcement agency. The notice required by this subsection shall be made not later than 48 hours after the law enforcement agency determines that the person who allegedly violated subsection (a) of this section is less than 18 years of age and not emancipated under Public Act No. 293 of 1968 (MCL 722.1 et seq.). The notice may be made by any means reasonably calculated to give prompt actual notice, including, but not limited to, notice in person, by telephone, or by first class mail. If an individual less~~

than 17 years of age is incarcerated for violating subsection (a) of this section, his parents or legal guardian shall be notified immediately as provided in this subsection.

- ~~(g) This section does not prohibit a person under 21 years of age from possessing alcoholic liquor during regular working hours and in the course of his employment if employed by a person licensed by the state, by the commission, or by an agent of the commission, if the alcoholic liquor is not possessed for his personal consumption.~~
- ~~(h) This section does not limit the civil or criminal liability of the vendor or the vendor's clerk, servant, agent, or employee for a violation of this chapter.~~
- ~~(i) The consumption of alcoholic liquor by a person under 21 years of age who is enrolled in a course offered by an accredited postsecondary educational institution in an academic building of the institution under the supervision of a faculty member is not prohibited by this chapter if the purpose of the consumption is solely educational and is a requirement of the course.~~
- ~~(j) The consumption by a person under 21 years of age of sacramental wine in connection with religious services at a church, synagogue, or temple is not prohibited by this chapter.~~
- ~~(k) Subsection (a) of this section does not apply to a person under 21 years of age who participates in either or both of the following:
 - ~~(1) An undercover operation in which the person purchases or receives alcoholic liquor under the direction of the person's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.~~
 - ~~(2) An undercover operation in which the person purchases or receives alcoholic liquor under the direction of the state police, the commission, or a local police agency as part of an enforcement action unless the initial or contemporaneous purchase or receipt of alcoholic liquor by the minor was not under the direction of the state police, the commission, or the local police agency and was not part of the undercover operation.~~~~
- ~~(l) In a criminal prosecution for the violation of subsection (a) of this section concerning a person under 21 years of age having any bodily alcohol content, it is an affirmative defense that the person consumed the alcoholic liquor in a venue or location where that consumption is legal.~~
- ~~(m) As used in this section, the term "any bodily alcohol content" means either of the following:
 - ~~(1) An alcohol content of 0.02 grams or more per 100 milliliters of blood, per 210 liters of breath, or per 67 milliliters of urine.~~
 - ~~(2) Any presence of alcohol within a person's body resulting from the consumption of alcoholic liquor, other than consumption of alcoholic liquor as a part of a generally recognized religious service or ceremony.~~~~

~~(Code 1999, § 29.07)~~

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/11/2025

Consent Agenda - Roll Call Vote

Schedule Public Hearing - 401 W. Washington Street Brownfield Plan - Roll Call Vote

BACKGROUND:

A Brownfield Plan is proposed to support the redevelopment of 401 W. Washington Street into a 16,150 square-foot mixed-use building with integrated parking, two commercial spaces, and 11 residential units. Nine of the units will be targeted to income-qualified households at or below 120% of the Area Median Income, with corresponding rent levels. The total anticipated investment in this project is estimated at \$4,556,000.

A public hearing must be established and held by the City Commission for the approval of the Brownfield Plan.

Approval of the Brownfield Plan will provide for the reimbursement of Brownfield Environmental and Housing Development Eligible Activity costs, including renovation of existing buildings and the financing gap between development and rent revenues for units for qualified households with incomes of 120% of the Area Median Income or less. A total reimbursement of \$1,076,825 over 20 years is included under this Brownfield Plan, with \$671,768 from the local capture and \$460,057 from the state capture.

The Brownfield Plan was presented to and approved by the Marquette Brownfield Redevelopment Authority at the July 16, 2025 meeting. The Local Development Finance Authority and Downtown Development Authority approved their respective interlocal agreements for this project at meetings held in July.

Attached is a resolution for consideration by the City Commission to set the public hearing for the August 25, 2025 City Commission meeting. The Brownfield Plan will be presented for City Commission consideration at that meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the attached resolution to establish a public hearing for the 401 W. Washington Street Brownfield Plan for the August 25, 2025 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Brownfield Plan



RESOLUTION
Public Hearing Establishment – Brownfield Plan
401 W. Washington Street

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on August 11 at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

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

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

Whereas a Brownfield Plan that outlines the qualifications, costs, impacts, and incentives has been prepared and submitted for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan for the redevelopment 401 W. Washington Street into a 16,150 square-foot mixed-use building with integrated parking, two commercial spaces, and 11 residential units, 9 of which will be at rents and for income qualified households at or below 120% of the Area Median Income; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved The 401 W. Washington Street Brownfield Plan at a regular meeting on July 16, 2025 and found that the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of providing workforce housing, redevelopment of a blighted building, increased private investment, and increased property taxes; and

Whereas Act 381 requires the governing body to hold a public hearing on the Brownfield Plan and provide notice of the public hearing and notice to taxing jurisdictions in compliance with the requirements of Act 381; and

Whereas the Marquette City Commission desires to establish a public hearing for the 401 W. Washington Street Housing Brownfield Plan at their August 25, 2025 regular meeting;

Now, Therefore be it Resolved that the Marquette City Commission hereby establishes the public hearing for The Chipp Workforce Brownfield Plan at the August 25, 2025 regular meeting, 6:00 p.m. in the City Commission Chambers, 300 W. Baraga Avenue, Marquette, with notice of the public hearing and notice to taxing jurisdictions in accordance with Act 381; and

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

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

Yes: _____

No: _____

Resolution duly adopted

Jessica Hanley, Mayor
City of Marquette

Certified to be a true copy,

Date

Kyle Whitney, City Clerk

Act 381 Brownfield Plan

401 West Washington, LLC
401 W Washington, Marquette MI

City of Marquette Brownfield
Redevelopment Authority

Project No. 241272
July 9, 2025

Act 381 Brownfield Plan

**401 W Washington St., LLC
401 W Washington, Marquette MI**

**Prepared For:
City of Marquette Brownfield Redevelopment Authority
Marquette, Michigan**

**July 9, 2025
Project No. 241272**

Recommended for Approval by City of Marquette Brownfield Redevelopment Authority on: July 16, 2025

Adopted by the City of Marquette City Commission on: _____

1.0	Introduction	1
1.1	Proposed Redevelopment and Future Use for Each Eligible Property	1
1.2	Eligible Property Information	1
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List of Abbreviations/Acronyms

Act 381 Brownfield Redevelopment Financing Act, 1996 PA 381, as amended

AMI Area Median Income

MBRA City of Marquette Brownfield Redevelopment Authority

Developer 401 W Washington St., LLC

LBRF	Local Brownfield Revolving Fund
MSHDA	Michigan State Housing Development Authority
PA	Public Act
QLGU	Qualified Local Governmental Unit
TIF	Tax Increment Financing

1.0 Introduction

The City of Marquette Brownfield Redevelopment Authority (the “MBRA”) was established by the City Commission pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act (PA) 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

This Brownfield Plan includes the eligible property described in Sections 1.1 and 1.2 below and permits the use of tax increment financing (TIF) to reimburse 401 W Washington St., LLC (“Developer”) for the cost of eligible activities required to redevelop the eligible property. See Appendix 1 for copies of Plan resolutions.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer is proposing to redevelop property located at 401 W. Washington Street, an approximately 0.19-acre parcel on a corner lot in the heart of the City of Marquette. The current structure on the property is vacant and unoccupiable due to a snowstorm that caused a portion of the roof to collapse in May of 2023. Before the roof’s collapse, the structure included two floors totaling approximately 8,000 square feet of commercial space and approximately 3,000 square feet of parking adjacent to the structure. The proposed redevelopment activities include utilizing the foundations and steel floor system in place to rehabilitate and construct an addition that will create a much more attractive and diverse property for the City of Marquette. The new building is proposed to total 16,290 square feet include a basement space (first floor) with a six-space compact vehicle parking area (approximately 3,995 square feet), a second floor with two commercial retail spaces (2,768 square feet), one ADA compliant residential unit (696 square feet), and two additional floors above with five residential units on each floor (~3,300 square feet per floor). The total project investment is estimated to be \$4,556,008. Construction is expected to start in the fall/winter of 2025 and be completed by the spring of 2027. This revitalization effort will not only enhance the aesthetic appeal of the area but also provide a functional and valuable resource for the community. 401 W Washington will be a valuable addition to the Marquette community, providing a unique and desirable space for residents, businesses, and visitors alike. The proposed site plan is included in Figure 3.

This project focuses on providing affordable housing for individuals and families earning up to 120% of Marquette County’s Area Median Income (AMI) and serves an important public purpose in the City of Marquette, a Qualified Local Governmental Unit (QLGU), expanding the tax base, investing significant capital into the community, and creating new housing units and commercial space.

1.2 Eligible Property Information

Parcel ID: 52-52-002-201-30
Address: 401 W Washington St., Marquette, Michigan 49855
Size: Approximately 0.19 acres

The property is located in the City of Marquette, a QLGU pursuant to Act 381.

The structure at 401 W. Washington St. was constructed in 1974. Historically, as far back as public record shows, the building was occupied by Earls Carpet Shop, and upon its closing and sale, Northern Hydroponics occupied the space. It now sits vacant after the roof collapsed during a snowstorm on May 1, 2023. Currently, the property is owned through a recorded deed by 401 W Washington, LLC.

Maps depicting the location and layout of the Property are attached as Figures 1 and 2.

Basis of Eligibility

The property qualifies as “eligible property” under Act 381, on the basis of meeting the definition of a “Housing Property” in Section 2(p)(ii). Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. The project will have a total of 11 residential units including two studio, seven 1-bedroom units, and two 2-bedroom units. Of the 11 total units, three units (1 studio and 2 one-bedroom units) will be capped at the Michigan State Housing Development Authority (MSHDA) approved rents and incomes for 100% AMI of Marquette County AMI for 20 years, and six units (1 studio and 5 one-bedroom units) will be capped at 120% AMI of Marquette County AMI for 20 years. Maps depicting the location and layout of the Property are attached as Figures 1 and 2.

According to Section 2(o)(ii), the Housing Property must be “located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan.”

1. **Specific Housing Need:** A 2024 Residential Target Market Analysis identified a need (annually, over the next five years), for 470 new for-sale units and 930 new for-lease units, and the rehabilitation of 490 existing for-sale units and 1,470 existing for-lease units across the county, particularly for housing in the 80%-120% AMI range. This project meets the need for new housing units. Relevant housing data is provided in Appendix 4.
2. **Job Growth Data:** According to the Bureau of Labor Statistics, jobs in Marquette County jumped by 2,259 from 2020 to 2023. Growth decreased from 2019 to 2020 by 1,918 and is back to pre-pandemic job levels. The last three years have demonstrated an increase in the number of jobs.

Jobs and Labor Force Growth 2020-2023
(Bureau of Labor Statistics, annual reports)

Year	Jobs
2023	31,323
2022	30,107
2021	29,318
2020	29,064
2019	30,982

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan has been developed to reimburse eligible brownfield costs incurred by the Developer to support the revitalization of a blighted and vacant property within the City of Marquette for new affordable housing that will meet community needs. New local and state tax increment revenues will be captured for reimbursement of eligible expenses, following approval of this Brownfield Plan and a MSHDA Act 381 Work Plan. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. No local debt or special assessment taxes will be captured to reimburse eligible activity costs. Eligible activities must benefit “income qualified households,” defined in Act 381 Section 2(z) as “a person, a family, or unrelated persons living together, whose annual household income is not more than 120% of the area median income.”

The total cost of eligible activities anticipated to be incurred by the Developer, including contingencies, is \$1,076,825 and the total cost of eligible activities anticipated to be incurred by the MBRA is \$55,000 as described in Section 2.2 and summarized in Table 1. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be up to \$28,563.

2.1.1 Housing Development Activities

Housing Development Activities include the renovation of the existing building to accommodate income qualified households, which is anticipated to total \$378,825.

2.1.2 Development of Housing Financing Gap

Act 381 Section 2(x)(iv) permits reimbursement from tax increment revenues “to fill a financing gap associated with the development of housing units priced for income-qualified households” in order to provide affordable housing in communities throughout the state of Michigan. The housing financing gap was determined using the Housing TIF Financing Gap Calculation for Multi-family rental, with 1 studio apartment and 2 one-bedroom apartments at 100% AMI and 1 studio apartment and 5 one-bedroom apartments at 120% AMI - showing a projected rent loss gap of \$678,000 over 20 years, the period of the brownfield plan. MSHDA’s Total Housing Subsidy Site-Specific Calculation demonstrating Project congruence with meeting specific housing needs is provided in Appendix 5.

2.1.3 Brownfield Plan/Work Plan Preparation

Preparation of the Brownfield Plan is estimated to cost \$20,000 for the Developer and \$5,000 for the MBRA.

2.1.4 Brownfield Plan/Work Plan Implementation

Implementation of the Brownfield Plan is estimated to cost \$50,000 for the MBRA.

2.1.5 Authority Administration Cost

Eligible costs incurred by the MBRA are included in this plan as an eligible expense at 5% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total as much as \$36,860.

2.1.6 Local Brownfield Revolving Fund

Up to five years may be captured for deposit into the LBRF. The estimated deposits to the LBRF are calculated at a schedule of 2.5% of the local tax increment revenues (TIR) in years 6-10, 5% of the local TIR for years 11-15, and 7.5% of the local TIR until the end of the plan, totaling approximately \$28,563.

2.2 Summary of Eligible Activities

Housing Development Activities

Housing development activities consist of the renovation of the existing building (including the construction of an additional story on the building) to support the development along with financing gap support. A MSHDA Act 381 Work Plan will be pursued, and, upon approval, these costs will be reimbursed with school and non-school tax increment revenues.

Authority Expenses

Eligible administrative costs incurred by the MBRA are included in this plan as an eligible expense at a flat fee of 5% of tax capture. These expenses will be reimbursed with local tax increment revenues only.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2025 taxable value, \$70,900. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available tax increment revenues, including real and personal property tax increment revenues.

The project is intended to start construction in fall/winter 2025 and be completed by spring 2027. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2027.

Future taxable value estimates have been derived using the redevelopment information provided by the Developer and reviewing market comparables. After the completion of the project, the projected taxable value is estimated at \$960,000. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). The MBRA may capture up to five full years of the tax increment and deposit the revenues into the LBRF or an amount not to exceed the total cost of eligible activities. The MBRA intends to capture tax increments for deposit in the LBRF at a schedule of 2.5% of the local TIR in years 6-10, 5% of the local TIR for years 11-15, and 7.5% of the local TIR until the end of the plan. The plan also includes a flat fee of 5% of the local tax increment for administrative and operating expenses of the MBRA. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this plan will be financed by the Developer, as outlined in this plan and the accompanying development and reimbursement agreement. Local and school tax increment revenues will be captured under this Brownfield Plan for reimbursement of eligible activities.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the MBRA to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the MBRA so chooses.

2.6 Duration of Brownfield Plan

The MBRA intends to begin the capture of tax increment as early as 2027. This plan will then remain in place for 20 years, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities), whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The Subject Property consists of one parcel addressed as 401 W Washington St., occupying approximately 0.19 acres. The parcel ID number for the property is below. A Site Map is attached as Figure 2. No personal property is anticipated to be created; therefore, no personal property is included as eligible property.

The legal description for the parcel is as follows:

Parcel ID No.: 52-52-002-201-30

Harlow's Addition #3, Lots 9 and 10, City of Marquette, Michigan.

The property is located in the City of Marquette, a QLGU. The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a "Housing Property."

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the eligible property. Therefore, this section is not applicable.

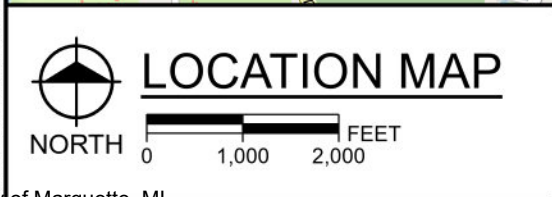
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside on the eligible property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

N/A

Figures



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

401 Washington Street

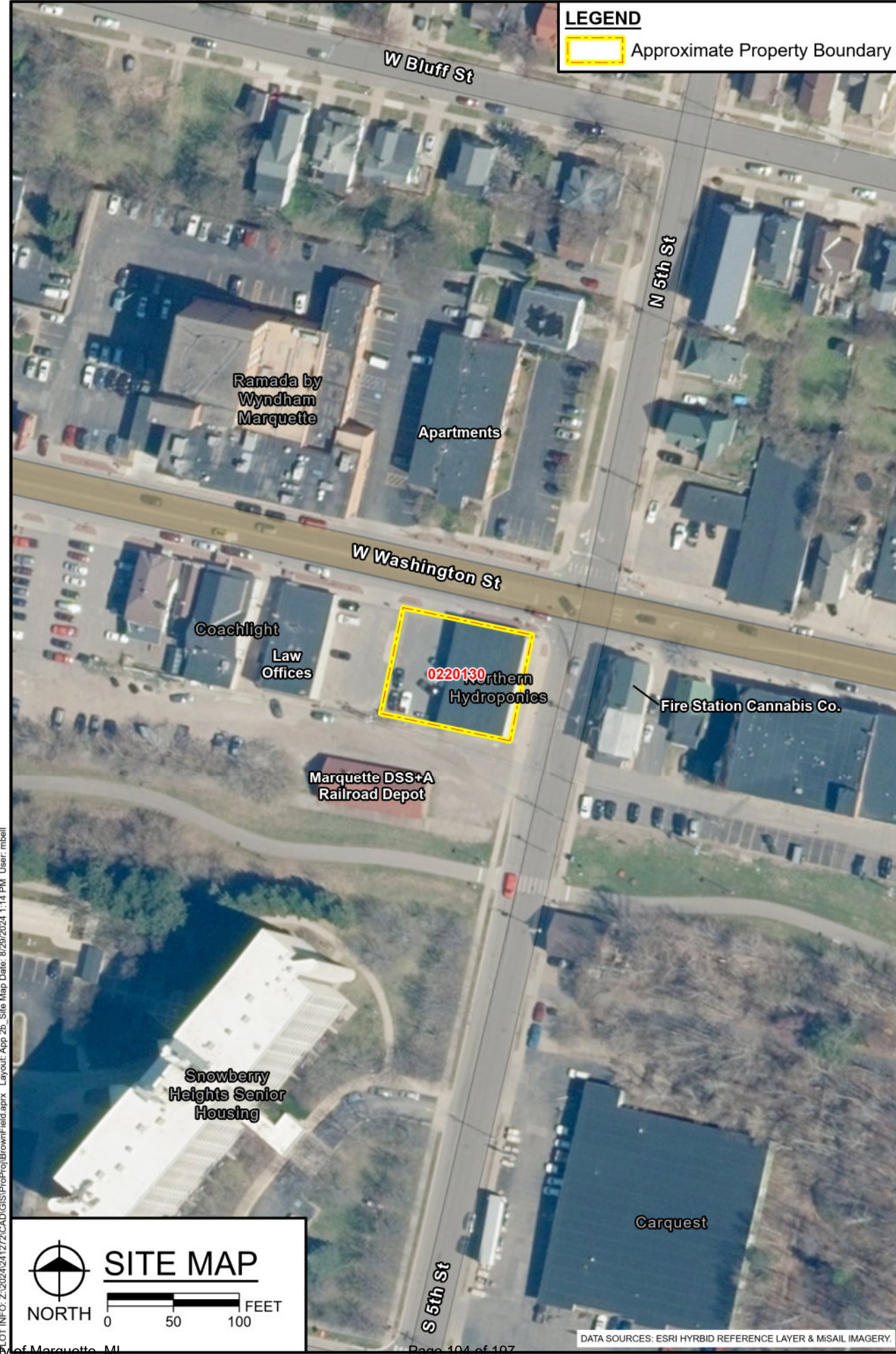
Marquette, Michigan

Brownfield Plan

PROJECT NO.
241272

FIGURE NO.
1

DATA SOURCES: ESRI STREET MAP.



C:\LOT INFO\Z:\2024\241272\CAD\GIS\Proj\Brownfield.aprx Layout: App 2b_Site Map Date: 8/29/2024 1:14 PM User: mbell

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

401 Washington Street

Marquette, Michigan

Brownfield Plan

PROJECT NO.
241272

FIGURE NO.
2

RGD PROJECT #: 24-016

PROJECT LOCATION:
401 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

OWNER / CLIENT:
MIDWEST CONSTRUCTION GROUP INC.
8516 HOMESTEAD DRIVE
ZEELAND, MICHIGAN 49464

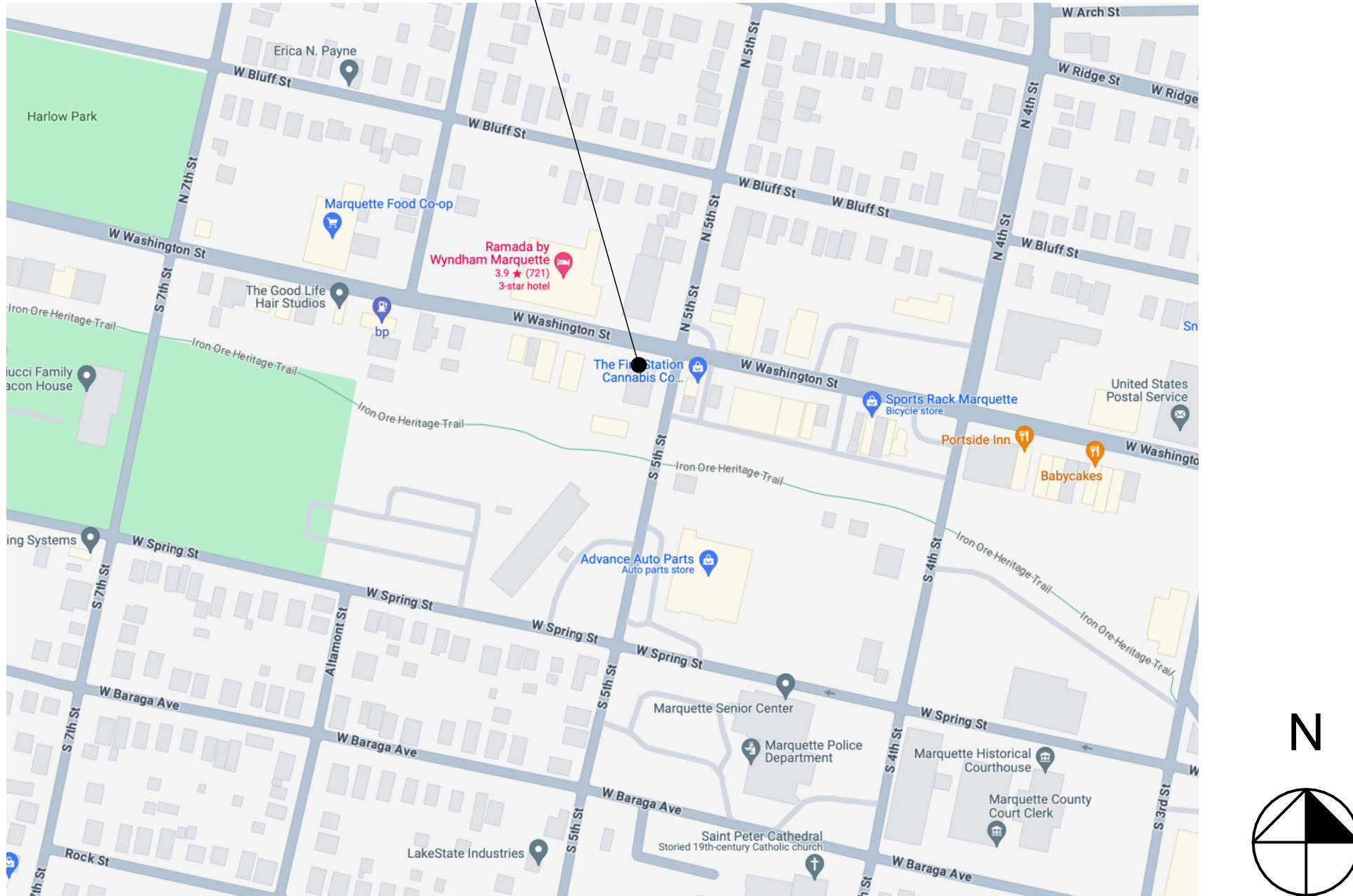
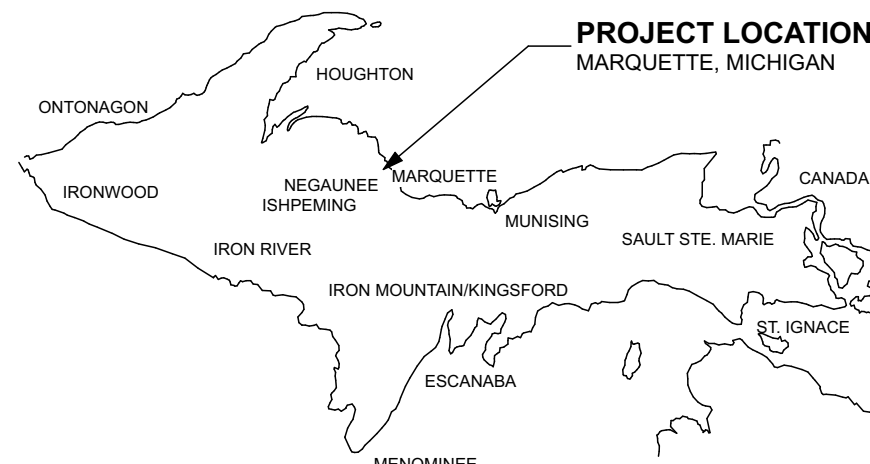
UPDATED: 7/28/2025



RG DESIGN COMPANY
829 CROIX STREET
NEGAUNEE, MI 49866
P: 906.273.1041
WWW.RG-DESIGN.CO

401 W. WASHINGTON MIXED-USE
#RGD 24-016

MIDWEST CONSTRUCTION GROUP, INC.
401 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

VICINITY MAP -MARQUETTE, MI. PROJECT LOCATION 401 WEST WASHINGTON STREET 	CODE SUMMARY / REVIEW SEE SHEET G0.3 FOR LIFE & SAFETY APPLICABLE CODES: 2021 MICHIGAN BUILDING CODE (MBC) 2018 MICHIGAN MECHANICAL CODE 2018 MICHIGAN PLUMBING CODE 2017 NATIONAL ELECTRICAL CODE + MI PART 8 2012 LIFE SAFETY CODE - NFPA 101 MICHIGAN BARRIER FREE CODE CODE REVIEW TOTAL OCCUPANT LOAD (SEE PLAN FOR BREAKDOWN OF USES): BASEMENT (PARKING GARAGE) 3,640 SF @ 1/200 = 19 (18.2) OCCUPANTS 19 TOTAL BASEMENT OCCUPANCY - 1 EXIT (UNDER 49 OCCUPANTS, AND UNDER 100FT) MAIN FLOOR (BUSINESS) 2,410 SF @ 1/100 = 25 (24.1) OCCUPANTS MAIN FLOOR RESIDENTIAL (R-2) 625 SF @ 1/200 = 4 (3.125) OCCUPANTS 29 TOTAL FIRST FLOOR OCCUPANCY - 3 EXITS PROVIDED SECOND FLOOR RESIDENTIAL (R-2) 3,000 SF @ 1/200 = 15 OCCUPANTS 15 TOTAL SECOND FLOOR OCCUPANCY - 2 EXITS PROVIDED (1) 1 HR. RATED STAIRWELL EXIT THIRD FLOOR RESIDENTIAL (R-2) 3,000 SF @ 1/200 = 11 (10.35) OCCUPANTS 15 TOTAL THIRD FLOOR OCCUPANCY - 2 EXITS PROVIDED (1) 1 HR. RATED STAIRWELL EXIT TOTAL OCCUPANTS = 78 OCCUPANTS MEANS OF EGRESS: COMMON PATH OF TRAVEL DOES NOT EXCEED 125 FT -W/ SPRINKLER EXIT ACCESS TRAVEL DISTANCE DOES NOT EXCEED 250 FT -W/ SPRINKLER DEAD END CORRIDOR LESS THAN 50 FT - W/ SPRINKLER EGRESS WIDTH: MINIMUM CORRIDOR WIDTH = 36 INCHES MBC SECTION 1020.2 (WIDTH & CAPACITY), TABLE 1020.2	PROJECT TEAM ARCHITECT: RG DESIGN COMPANY 829 CROIX STREET NEGAUNEE, MICHIGAN 49866 OFFICE PHONE: 906.273.1041 CONTACT: JASON L. GAUTHIER, DESIGNER, PM DAX RICHER, ARCHITECT CIVIL ENGINEER: BRIAN SAVOLAINEN (WICKWIRE SOLUTIONS) 3224 US-41W #240 MARQUETTE, MICHIGAN 49855 OFFICE PHONE: 906.250.5729 CONTACT: NATE JURMU, STRUCTURAL ENGINEER STRUCTURAL ENGINEER: NATE JURMU, P.E. PELKIE, MICHIGAN 49958 OFFICE PHONE: 906.395.1888 CONTACT: NATE JURMU, STRUCTURAL ENGINEER MEP ENGINEER: BY OWNER GENERAL CONTRACTOR: MIDWEST CONSTRUCTION GROUP, INC.	SHEET INDEX ARCHITECTURAL DRAWINGS G0.1 COVER SHEET G0.2 NOTES & LEGENDS AS1.0 ARCHITECTURAL SITE PLAN & ZONING ANALYSIS A1.0 GARAGE PARKING PLAN A1.1 MAIN FLOOR PLAN A1.2 SECOND FLOOR PLAN A1.3 THIRD FLOOR PLAN A2.4 PARTIAL SECOND FLOOR PLAN -UNITS 201 & 205 A2.5 PARTIAL SECOND FLOOR PLAN -UNITS 202, 203 & 204 A2.6 PARTIAL THIRD FLOOR PLAN -UNITS 301 & 305 A2.7 PARTIAL THIRD FLOOR PLAN -UNITS 302, 303 & 304 A2.8 ROOF PLAN & ROOF DETAILS A4.0 EXTERIOR ELEVATIONS A4.1 EXTERIOR ELEVATIONS A4.2 3D EXTERIOR PERSPECTIVES A5.0 BUILDING SECTIONS A5.1 BUILDING SECTIONS A5.2 WALL SECTIONS A9.0 INTERIOR ELEVATIONS A9.1 INTERIOR ELEVATIONS CONTINUED A9.2 INTERIOR ELEVATIONS CONTINUED A9.3 INTERIOR ELEVATIONS CONTINUED A9.4 INTERIOR ELEVATIONS CONTINUED A9.5 INTERIOR ELEVATIONS CONTINUED A10.0 WALL ASSEMBLIES & PARTITION DETAILS A10.1 DOOR & WINDOW SCHEDULE
LOCATION MAP 	SCOPE OF WORK THE PROJECT INVOLVES THE CONSTRUCTION OF A NEW THREE-STORY STRUCTURE ABOVE GRADE. THE PRIMARY OCCUPANCY CLASSIFICATION FOR THE BUILDING WILL BE RESIDENTIAL GROUP R-2 (APARTMENTS). THE GROUND LEVEL FRONTING WASHINGTON STREET WILL HOUSE A COMMERCIAL BUSINESS USE (GROUP B), WHILE THE LOWER LEVEL WILL INCLUDE A PRIVATE PARKING GARAGE DEDICATED TO THE RESIDENTIAL TENANTS. THE ENTIRE BUILDING WILL BE CONSTRUCTED AS TYPE VB AND WILL BE FULLY PROTECTED BY AN AUTOMATIC FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH APPLICABLE CODE REQUIREMENTS.		

GENERAL NOTES:

1.

DO NOT SCALE DRAWINGS; USE FIGURED DIMENSIONS ONLY. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.
2.

FIELD VERIFY: ALL DIMENSIONS AND CONDITIONS BEFORE PROCEEDING WITH WORK.
3.

ENLARGED PLANS: WHERE ENLARGED OR PARTIAL PLANS ARE REFERENCED, DIMENSIONS, SPECIAL DETAILING, OR FINISH REQUIREMENTS ARE NOTED ON THE ENLARGED PLANS AND OMITTED ON THE SMALLER SCALE OR OVERALL PLANS.
4.

EXPOSED WELDS: GRIND SMOOTH AND FIELD DRESS ALL WELDS TO REMAIN VISIBLE AND NOT CONCEALED BY OTHER FINISHES.
5.

FIRE PROTECTION: FOR FIRE PROTECTION REQUIREMENTS OF STRUCTURAL FRAME AND ASSEMBLIES SEE U.L. ASSEMBLY RATING DESCRIPTION THIS SHEET OR DETAILS REFERENCED IN PLANS.
6.

DOOR OPENINGS: REFERENCED IDENTIFICATION OF DOOR OPENINGS IS SCHEDULED BY THE CORRESPONDING ROOM NUMBER IN WHICH THE OPENING OCCURS OR GIVES ACCESS TO (DOOR SWING DIRECTION). IF MORE THAN ONE DOOR OCCURS IN A SPACE THE ADDITIONAL DOOR NUMBERS WILL BE FOLLOWED BY A SEQUENTIAL DECIMAL NUMBER.
7.

WINDOW OPENINGS: REFERENCED IDENTIFICATION OF WINDOW OPENINGS IS SCHEDULED BY LOWER CASE LETTERS. SIMILAR WINDOWS ARE SCHEDULED BY THE SAME LETTER.
8.

PARTITION STANDARD: IT IS INTENDED THAT THE FACE OF EVERY CONTINUOUS PARTITION BE FLUSH, WITHOUT OFFSETS, EVEN AT AN INTERMEDIATE CHANGE IN PARTITION THICKNESS. CHANGES IN PARTITION THICKNESS OCCUR ONLY AT INSIDE OR OUTSIDE CORNERS. THE FACES OF CORRIDOR WALLS MUST ALIGN WITHOUT OFFSETS (UNLESS GRAPHICALLY SHOWN OTHERWISE) ALONG THEIR ENTIRE LENGTH REGARDLESS OF INTERMEDIATE BREAKS OR INTERRUPTIONS. ALL ADJUSTMENTS DUE TO CHANGE IN PARTITION THICKNESS MUST OCCUR ON THE ADJOINING ROOM SIDE OF CORRIDOR PARTITIONS AT THE NEAREST INSIDE OR OUTSIDE CORNER.
9.

ALL ELECTRICAL PANELS, FIRE EXTINGUISHER CABINETS, ETC., LOCATED IN RELATED PARTITIONS SHALL BE BACKED WITH GYPSUM BOARD AS REQUIRED TO RETAIN PARTITION RATING.
10.

IN SPACES REQUIRING LEAD LINING, ALL WALL PENETRATIONS SHALL BE BACKED AND PROTECTED WITH LEAD SHIELDING TO MAINTAIN SHIELDING CONTINUITY.
11.

INTERIOR DIMENSIONS ARE GENERALLY TO FACE OF GYPSUM BOARD AND TO CENTER LINE OF STEEL UNLESS SPECIFICALLY NOTED. ALL PUBLIC CORRIDOR DIMENSIONS ARE GIVEN IN CLEAR DIMENSIONS.
12.

EXTEND ALL FIRE RATED PARTITIONS TIGHT TO DECK ABOVE AND FILL ALL VOIDS WITH SAFING MATERIALS OR GYPSUM BOARD MUDDING COMPOUND.
13.

WHEN CONTRADICTIONS OCCUR BETWEEN PLANS AND SPECIFICATIONS CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.
- *

SOME GENERAL NOTES ABOVE MAY NOT BE APPLICABLE TO PROJECT HEREIN.

GENERAL DEMO NOTES:

1.

ALL ITEMS INDICATED BY BOLD LINES IS WORK TO BE PERFORMED. ALL ITEMS INDICATED BY LIGHT (SCREENED) LINES IS EXISTING TO REMAIN, OR WORK OF OTHER TRADES.
2.

ALL MECHANICAL AND ELECTRICAL ITEMS LISTED ARE FOR REFERENCE ONLY, REFER TO APPLICABLE DISCIPLINES FOR EXACT WORK LIMITS.
3.

EXISTING CONDITIONS SHOWN ON DRAWINGS HAVE BEEN OBTAINED FROM FIELD INSPECTIONS. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS AND REPORT DISCREPANCIES TO ARCHITECT PRIOR TO DISTURBING INSTALLATIONS.
4.

ALL ITEMS REMOVED SHALL BECOME PROPERTY OF THE CONTRACTOR AND ARE TO BE PROPERLY DISPOSED OF OFF SITE, UNLESS CLAIMED BY OWNER. OWNER'S REPRESENTATIVE, OR NOTED ON THE DRAWINGS OR SPECS.
5.

SEE NEW WORK PLANS FOR EXTENTS OF REMOVAL.

GENERAL SITE NOTES:

1.

REMOVE ALL ORGANIC SOIL, PEAT AND OTHER UNSUITABLE MATERIALS WITH THE FOOTPRINT OF THE BUILDING ADDITIONS AND TO A LATERAL DISTANCE 5 FEET BEYOND THE FOOTPRINT OF THE ADDITIONS. ANY EXCAVATION BELOW FINISHED GRADE NECESSARY TO REMOVE UNSUITABLE SOIL SHALL EXTEND Laterally A DISTANCE EQUAL TO THE DEPTH OF THE EXCAVATION IN ALL DIRECTIONS.
2.

CONTACT THE ARCHITECT & CONSTRUCTION MANAGER IMMEDIATELY WHEN QUESTIONABLE SOILS ARE ENCOUNTERED.
3.

FOOTINGS ARE DESIGNED TO BEAR ON NATURAL MATERIALS OR ENGINEERED FILL PER NOTE 6 WITH AN ASSUMED ALLOWABLE BEARING CAPACITY OF 2000 PSF PER TABLE 1804.2 OF THE 2003 MICHIGAN BUILDING CODE (CONTRACTOR TO VERIFY BY QUALIFIED TESTING AGENCY IN THE FIELD). IF MATERIAL OF THIS CAPACITY IS NOT FOUND AT THE ELEVATIONS INDICATED, FOOTINGS SHALL BE LOWERED OR ENLARGED AT THE DIRECTION OF THE ARCHITECT/ENGINEER.
4.

THE FINAL 6" OF SOIL DIRECTLY BELOW FLOOR SLABS SHALL BE CLEAN GRANULAR FILL COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY MODIFIED PROCTOR/MICHIGAN CONE.
5.

PROOFROLL EXISTING FOOTING SUBGRADES TO IDENTIFY SOFT SPOTS. CUT OUT SOFT SPOTS AND RECOMPACT EXISTING SOIL OR REPLACE WITH ENGINEERED FILL PER NOTE 6.
6.

A WELL GRADED, GRANULAR, ENGINEERED FILL SHALL BE USED TO REPLACE EXISTING SOILS WHICH HAVE BEEN REMOVED, AND TO ACHIEVE PROPER GRADE ELEVATIONS IN "FILL" SITUATIONS. ENGINEERED FILL SHALL NOT HAVE MORE THAN 7% BY WEIGHT PASSING THE NUMBER 200 SIEVE. PLACE FILL IN LIFTS NOT EXCEEDING 12" AND COMPACT TO 95% OF MODIFIED PROCTOR.
7.

EXISTING INORGANIC SITE SOILS & FILL MAY BE USED AS ENGINEERED FILL IF IT MEETS THE GRADING REQUIREMENTS OF NOTE 6.

ABBREVIATIONS:

CIVIL

ABUT.	ABUTMENTS
AGG.BSE.CSE.	AGGREGATE BASE COURSE
ASPH.	ASPHALT
B TO B	BACK TO BACK OF CURB
B/C	BACK OF CURB
BIT.	BITUMINOUS
B.M.	BENCHMARK
BR.	BRIDGE
B.S.	BACKSLOPE
C	CENTERLINE
C	CUT (PROFILE ONLY)
C.B.	CATCH BASIN
C.C.	CENTER TO CENTER
CEN.	CENTER
C&G	CURB AND GUTTER
CIP	COMPACTED IN PLACE
C.I.P.	CAST IRON PIPE
CORR.	CORRUGATED METAL PIPE
C.O.	SANITARY SEWER CLEANOUT
CO.	COUNTY
COBND	CABINET
COMP.	COMPACTED
CONC.	CONCRETE
CONSTR.	CONSTRUCT
COR.	CORNER
CORR.	CORRUGATED
CR.	CREEK
C.S.P.	CORRUGATED STEEL PIPE
CULV.	CULVERT
CYD	CUBIC YARDS
D	DEGREE OF CURVE
DEFL.	DEFLECTION
DEP.	DEPENDENT DITCH
DET.	DETAIL
D.I.P.	DUCTILE IRON PIPE
DR.	DRIVE
DWY.	DRIVEWAY
E	EXTERNAL TO CURVE
E.G.	EARTHGRADE
EL.	ELEVATION
ELEC.	ELECTRIC
EMB.	EMBANKMENT
ENG.	ENGINEER
ENC.	ENCASED
EX. (EXIST.)	EXISTING
EXCAV.	EXCAVATION
EXP.	EXPANSION
F	FILL (PROFILE ONLY)
FA	FEDERAL AID
FB	FACE BOTTOM
CT	FACE CURB
F.F.	FACE TO FACE OF CURB
FL	FLOOR
FLW	FLOW LINE
FS.	FORE SLOPE
FTG.	FOOT/FEET
G.D.E.	GRADE
G.I.	GRADE INSPECTION
G.S.	GRADE SEPARATION
GR.	GUARD RAIL
HDW.	HEADWALL
H.W.	HIGH WATER
HWY.	HIGHWAY
HYD.	HYDRANT
IE.	INVERT ELEVATION
I.G.L.D.	INTERNATIONAL GREAT LAKES DATUM
IL	INLET
IN	INCH
IND.	INDEPENDENT DITCH
INSP.	INSPECTION (INSPECTOR)
INT.	INTERSECTION
LB	LENGTH OF CURVE
LEV.CSE.	LEVEL COURSE
LFT	LINEAL FEET
L.M.	LOOSE MEASURE
L.W.	LOW WATER
MAINT.	MAINTENANCE
M.H.	MANHOLE
MON.	MONUMENT
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
N.W.	NORMAL WATER
O.H.	OVERHEAD
PAVT.	PAVEMENT
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
PI.	POINT OF INTERSECTION
PL	PROPERTY LINE
P.P.	POWER POLE
P.O.T.	POINT OF TANGENT
P.R.C.	POINT REVERSE CURVATURE
PROJ.	PROJECT
PROP.	PROPERTY
PROP.	PROPOSED
P.T.	POINT OF TANGENCY
P.V.C.	POINT VERTICAL CURVATURE
P.V.I.	POINT VERTICAL INTERSECTION
P.V.T.	POINT VERTICAL TANGENCY
R.B.	ROUND BOTTOM
R.C.P.	REINFORCED CONCRETE PIPE
RDY.	READY
R.E.C.P.	REINFORCE ELLIPTICAL CONCRETE PIPE
REINF.	REINFORCING OR REINFORCEMENT
ROW	RIGHT OF WAY
R.R.	RAILROAD
SALV.	SALVAGED
SAN.	SANITARY
SEC.	SECTION (LAND SURVEY)
SEW.	SEWER
S.G.	SUBGRADE
SHR.	SHRINKAGE
SHLD.	SHOULDER
SIG.	SIGNAL
SPEC.	SPECIAL
SPEC.	SPECIFICATIONS
SPEC.PROV.	SPECIAL PROVISIONS
SAN.	SANITARY SEWER
STD SPEC.	STANDARD SPECIFICATIONS
ST.	STORM SEWER
SUB.	SUBBASE
SUPER.ELEV.	SUPERELEVATION
SURF.	SURFACE
S.W.	SIDEWALK
T.	TANGENT
TIC	TOP CURB
TCOSE	TOP COURSE
TL	TRUNK LINE
TRANS.	TRANSMISSION
TRANS.	TOWNSHIP
U.C.	UNDERCLEARANCE
U.G.	UNDERGROUND
UNIF.	UNIFORM
V.C.	VERTICAL CURVE
V.F.	VERTICAL FEET
VIT.	VITRIFIED
W.M.	WATER MAIN
W.S.	WATER SERVICE

ARCHITECTURAL

A.B.	ANCHOR BOLT
A/C	AIR CONDITIONING
ADD	ADDENDUM
ADH	ADHESIVE
ADJT	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
AGG	AGGREGATE
AL	ALUMINUM
ALT	ALTERNATE
ANOD	ANODIZED
ARCH	ARCHITECTURAL
ASB	ASBESTOS

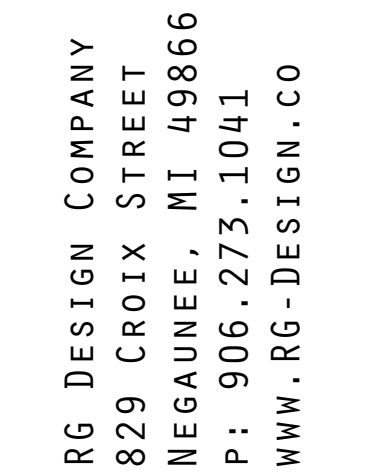
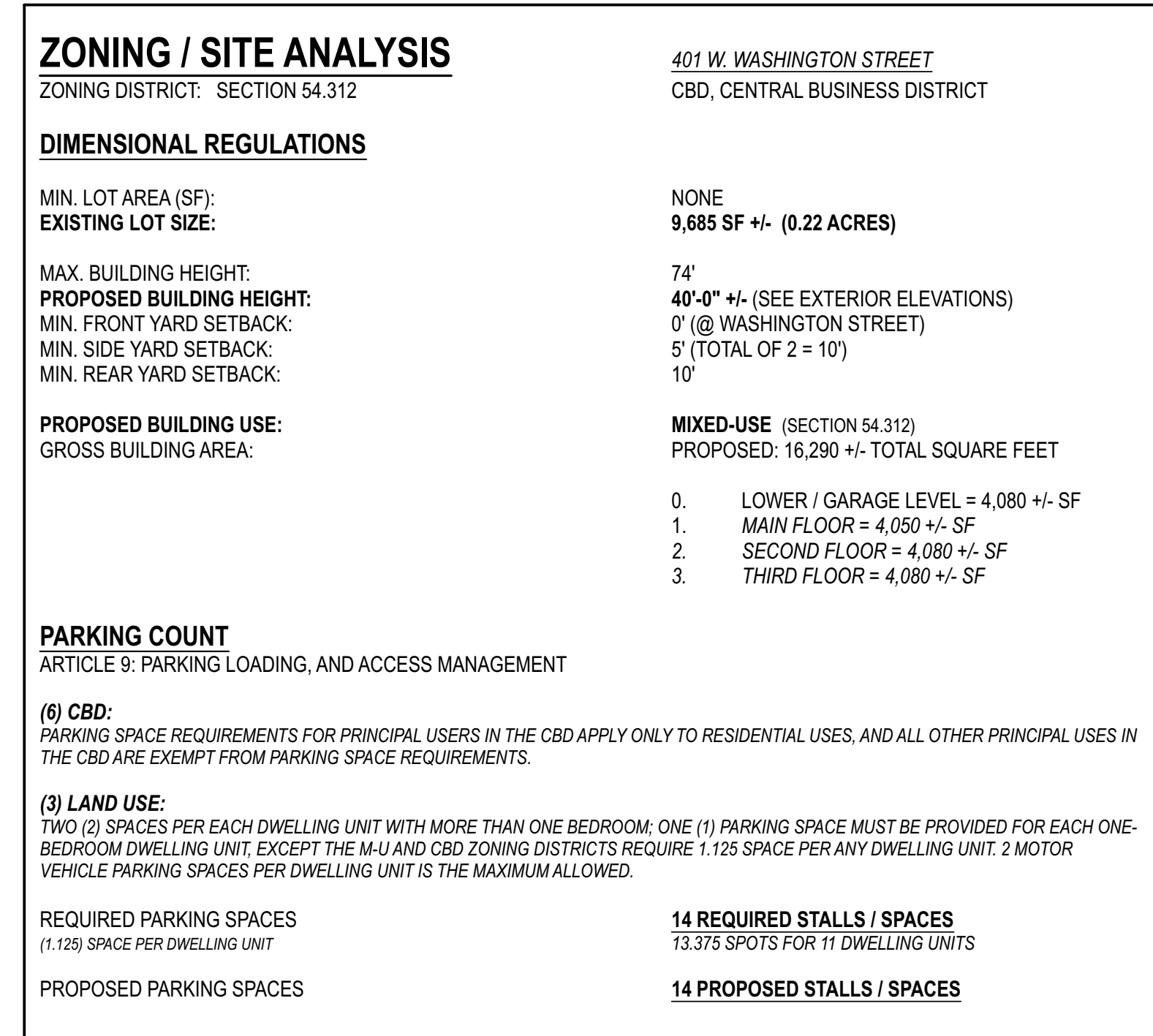
ASPH.	ASPHALT
AUTO	AUTOMATIC
AV.	AVERAGE
BD	BOARD
BF	BOARD FEET
BT	BUTTIMINOUS
BLDG.	BUILDING
BLK(G)	BLOCKING
BM	BEAM
BTM	BOTTOM
BRG	BEARING
BRK	BRICK
CEN	CENTER
BS	BOTH SIDES
BSMT	BASEMENT
BTWN	BETWEEN
BUR	BUILT UP ROOFING
BVL	BEVELED
BW	BOTH WAYS
CAB	CABINET
C.B.	CATCH BASIN
CEM	CEMENT
CER	CERAMIC
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
CFT	CUBIC FEET
CHAM	CHAMFER
CL	CLEAR
CIR	CIRCLE
CIRC	CIRCUMFERENCE
CJ	CONCRETE JOINT
CLG	CEILING
CLEAR	CLEAR
CK(G)	CAULKING
CMU	CONCRETE MASONRY UNIT
CNTR	COUNTER
C.O.	CLEANOUT
COL	COLUMN
COMB	COMBINATION
CONC.	CONCRETE
CONN.	CONNECTION
CONSTR.	CONSTRUCTION
CONT.	CONTINUOUS
CONTR	CONTRACTOR
CORG	CORRUGATED
CORROD	CORROSION
COURSE(S)	COURSE(S)
CPT	CARPET(ED)
CSMT	CASING
CTR	CENTER
CTSK	COUNTERSINK SCREW
CYD	CUBIC YARD
DBL	DOUBLE
DEM	DEMOLISH
DEPT.	DEPARTMENT
DET.	DETAIL
D.F.	DRINKING FOUNTAIN
D.H.	DOUBLE HUNG
DIA	DIAMETER
DIAG	DIGITAL
DIAM	DIMENSION
DISP	DISPENSER
DIV.	DIVISION
DL	DEAD LOAD
D.O.	DOOR OPENING
D.O.	DOOR
DT	DITCH
DR	DRIVE
DWG	DRAWING
DT	DRAIN TILE
DUMWATER	DUMPWATER
DWR	DRAWER
E	EAST
EACH	EACH
E.C.	ELECTRICAL CONTRACTOR
E.F.	EACH FACE
E.J.	EXPANSION JOINT
ELEC	ELECTRICAL
ELEV	ELEVATOR
EMER	EMERGENCY
ENCLOSURE	ENCLOSURE
ENGR	ENGINEER
EQU	ELECTRICAL PANEL
EQ	EQUAL
EQUIP	EQUIPMENT
ESC	ESCALATOR
EST	ESTIMATE
E.W.	EACH WAY
EWC	ELECTRIC WATER COOLER
EXCAVATE	EXCAVATE
EXHAUST	EXHAUST
EXIST	EXISTING
EXP	EXPANSION
EXPOSED	EXPOSED
EXPS	EXISTING STRONG
EXT	EXTERIOR
FA	FIRE ALARM
FBO	FACE BRICK
FD	FUNDING BY OTHERS
FDR	FLOOR DRAIN
PRF	PREFORMED
F.E.C.	FIRE EXTINGUISHER CABINET
FINISHED FLOOR LINE	FINISHED FLOOR LINE
FI	FIRE HOSE CABINET
FOC	FACE OF CABINET
F.O.F.	FACE OF FINISH
FOM	FACE OF MASONRY
F.O.S.	FACE OF STUDS
FDN	FOUNDATION
FIN	FINISH
FLR	FLOOR
FLASH	FLASHING
FLUORESC	FLUORESCENCE
FP	PREFORMED
FR	FRAME(D)ING
FS	FULL SIZE
FT	FOOT or FEET
FTG	FOOTING
FURR	FURRING(ED)
FUT.	FUTURE
G	GUTTER
G.B.	GRAB BAR
G.C.	GENERAL CONTRACTOR
GIRT LINE	GIRT LINE
GA	GAUGE
GALL	GALLON
GALV	GALVANIZED
GL	GLASS
GLB	GLASS BLOCK
GND	GROUND
GR	GRADE
GST	GLAZED STRUCTURAL TILE
GRAVEL	GRAVEL
GYP	GYPSUM
H	HOBESB
HBD	HARBORBOARD
H.C.	HOLLOW CORE
H.M.	HOLLOW METAL
HDR	HEADER
HDW	HARDWARE
HK	HOOK
HORIZ	HORIZONTAL
HR	HANDRAIL
HOUR	HOUR
HT	HEIGHT
HTG	HEATING
HVAC	HEATING/VENTILATION/A/C
HWD	HARDWOOD
HWH	HOT WATER HEATER
ID.	INSIDE DIAMETER

IN	INCH
INCL	INCLUDE
INSUL	INSULATION
INT	INTERIOR
INTM	INTERMEDIATE
INV	INVERT
JAN	JANITOR
JC	JANITOR'S CLOSET
JST	JOIST
JOINT	JOINT
K	KITCHEN
KO	KNOCKOUT
KPL	KICKPLATE
LAB	LABORATORY
LAD	LADDER
LAM	LAMINATE
LAV	LAVATORY
LB	LOG BOLT
lb	POUND
LBL	LABEL
LH	LEFT HAND
LN	LINEAR
LKR	LOCKER
LL	LIVE LOAD
LO	LENGTH OVERALL
L.O.A.	LIGHT PROOF
LPT	LOW POINT
LQ	LICENSED SURVEYOR
LT	LIGHT
LTG	LIGHTING
LTEL	LINTEL
LVR	LOUVER
LW	LIGHTWEIGHT
LWC	LIGHTWEIGHT CONCRETE
MAS	MASONRY
MAT	MATERIAL
MAX	MAXIMUM
MBR	MEMBER
M.C.	MECHANICAL CONTRACTOR
MCH	MECHANICAL
MED	MEDIUM
MED	MEDICINE
MEMBRANE	MEMBRANE
MET	METAL
MEZZ	MEZZANINE
MFG	MANUFACTURING
MFR	MANUFACTURER
M.H.	MANHOLE
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
M.O.	MASONRY OPENING
MOD	MODULAR
MOVABLE	MOVABLE
MV	MASONRY
MSRY	MOUNTED
MUL	MULLION
N	NORTH
NAT	NATURAL
N.C.	NOT IN CONTRACT
NO	NUMBER
NOMINAL	NOMINAL
NR	NOISE REDUCTION
NRC	NOISE REDUCTION COEFFICIENT
NOT TO SCALE	NOT TO SCALE
OVERALL	OVERALL
OBS	OBSCURE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OFF	OFFICE
OH	OVERHEAD
OPAKE	OPAKE
OPG	OPENING
OPH	OPPOSITE HAND
OPP	OPPOSITE
OPR	OPPOSITE
OPS	OPPOSITE SURFACE
PAR	PARALLEL
PAR	PARTITION
PARTICL	PARTICLE BOARD
PB	PANIC BAR
PCC	PRECAST CONCRETE
pcf	POUNDS PER CUBIC FOOT
PES	PEDISTAL
PERF	PERFORATE(D)
PERI	PERIMETER
PERM	PERMATE
PERP	PERPENDICULAR
PFB	PREFABRICATE(D)
PFI	PREFINISHED
PG	PLATE GLASS
PK(G)	PARKING
PL	PROPERTY LINE
PL	PLATE
PLAM	PLASTIC LAMINATE
PLAS	PLASTER
P.F.	POUNDS PER LINEAL FEET
PLYWOOD	PLYWOOD
PNL	PANEL
ONT	PAINTED
PAIR	PAIR
PR	PREFORMED
psf	POUNDS PER SQUARE FOOT
psi	POUNDS PER SQUARE INCH
PT	POINT
P.T.D.	PAPER TOWEL DISPENSER
P.T.R.	PAPER TOWEL RECEPTACLE
P.W.	PAVEMENT
PWR	POWER
Q.T.	QUARRY TILE
R	RISER
RAD	RADIUS
R.B.	RUBBER BASE
R.D.	ROOF DRAIN
REF	REFERENCE
REFR	REFRIGERATOR
REINF	REINFORCED
REQD	REQUIRED
RES	RESIDENT
RET	RETURN
REV	REVISION
RFH	ROOF HATCH
RFG	ROOFING
RH	RIGHT HAND
RM	ROOM
ROUGH	ROUGH OPENING
R.O.W.	RIGHT OF WAY
R.R.	RAILROAD
RVS	REVERSE SIDE
S	SOUTH
S.C.	SOLID CORE
SCH	SCHEDULE
SCF	STRUCTURAL CLAY TILE
SD	STORM DRAIN
SECT.	SECTION
SH	SHELF
SHD	SHORINGS(ED)
SHT	SHEET
SHTH	SHEATHING
SHWR	SHOWER
SM	SIMILAR
SNT	SEALANT
SP	SOUNDPROOF
SPEC	SPECIFICATION
SPKR	SPEAKER
SPRKL	SPRINKLER
SQ	SQUARE
S.S.	STAINLESS STEEL
SSR	SERVICE SINK
STA	STATION
STD	STANDARD

STG	STEEL
STL	STORAGE
STR	STRUCTURAL
SUSP	SUSPENDED
SYST	SYMMETRICAL
SYS	SYSTEM
T.B.	TOWEL BAR
T.CONC.	TOP OF CONCRETE
TEL	TELEPHONE
TER	TERRAZZO
T&G	TONGUE AND GROOVE
THK	THICK
THR	THRESHOLD
TOL	TOLERANCE
TPD	TOILET PAPER DISPENSER
TPN	TOILET PARTITION
T.P.M.T	TOP OF PAVEMENT
TR	TREAD
T.SLAB	TOP OF SLAB
T.V.	TELEVISION
T.WALL	TOP OF WALL
TYP	TYPICAL
U.B.C.	UNIFORM BUILDING CODE
U.L.	UNDERWRITERS LABORATORIES
UNF	UNFINISHED
U.N.O.	UNLESS NOTED OTHERWISE
URNAL	URNAL
V.A.T.	VINYL ASBESTOS TILE
V.B.	VINYL BASE
VERT	VERTICAL
VEST.	VESTIBULE
VNR	VENEER
VT	VINYL TILE
W	WEST
WATER	WATER
W.C.	WATER CLOSET
WOOD	WOOD
WO	WOOD BASE
WGT	WEIGHT
W.H.	WALL HUNG
WI	WROUGHT IRON
WIN	WINDOW
W.M.	WIRE MESH
W/O	WITHOUT
WP	WATERPROOF
WPT	WORKING POINT
WSCT	WAINSCOT
W.W.F.	WELDED WIRE FABRIC

STRUCTURAL

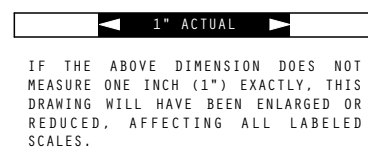
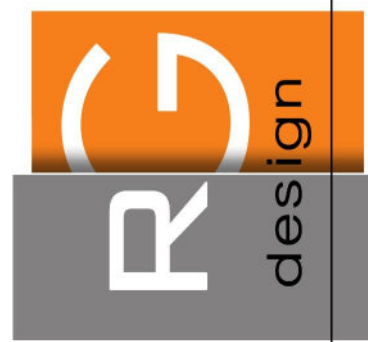
ARCH	ARCHITECTURAL
BIT	BOTTOM
BM	BEAM
BRDG	BRIDGING
BRG	BEARING
C	CONTROL/CONSTRUCTION JOINT
CANT	CANTILEVER
C	CENTERLINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT(S)
COL	COLUMN
CONC	CONC
CONN	CONNECTION
CONT	CONTINUOUS
COORD	COORDINATE
db	BAR DIAMETER
D	DIAMETER
DCA	DRILLED IN CONCRETE ANCHOR
DEMO	DEMOLISH/DEMOLITION
DIA	DIAMETER
DL	DEAD LOAD
DWL	DOWEL
E.F.	EACH FACE
E.W.	EACH WAY
EL	EACH
ELEV	ELEVATION
ELEC	ELECTRICAL
EMBED	EMBEDDED
EQ	EQUAL
EXIST	EXISTING
FIN	FINISH
FLR	FLOOR
FND	FOUNDATION
FS	FAR SIDE
FTG	FOOTING
GA	GAGE
GALV	GALVANIZED
HK	HOOK
HORIZ	HORIZONTAL
IR	INSIDE RADIUS
INSUL	INSULATION
ISOL	ISOLATION
JG	JOIST GIRDER
JNT	JOINT
K	KIP(S) (1 KIP = 1000 lbs)
L	LIVE LOAD
LLBB	LONG LEGS BACK TO BACK
LLH	LONG LEG(S) HORIZONTAL
LLV	LONG LEG(S) VERTICAL
LOC	LOCATIONS
MAS	MASONRY
MECH	MECHANICAL
MTL	METAL
NIC	NOT IN CONTRACT
NS	NEAR SIDE
O.C.	ON CENTER
O.P.	OPPOSITE HAND
O.R.	OUTSIDE RADIUS
OPEN	OPENING
P	PIECE
PL	PIECE
PREFAB	PREFABRICATED
PSI	POUNDS PER SQUARE INCH
R	RADIUS
REBAR	REINFORCING BAR
REINF	REINFORCE(D) (ING)
REQD	REQUIRED
SCHED	SCHEDULE
SIM	SIMILAR
SLBB	SHORT LEGS BACK TO BACK
SP	SPACE(D)
STD	STANDARD
STRUCT	STRUCTURAL
T&B	TOP AND BOTTOM
TI	TOP OF
TIS	TOP OF STEEL
TS	TUBE STEEL
TY	TYPICAL
U.N.	UNLESS NOTED
USGS	UNITED STATES GEOLOGICAL SURV.
VERT	VERTICAL
W.P.	WORK POINT
W	WITH
WWF	WELDED WIRE FABRIC



401 W. WASHINGTON MIXED-USE
#RGD 24-016

MIDWEST CONSTRUCTION GROUP, INC.
401 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

ARCHITECTURE
INTERIOR DESIGN
PROJECT MANAGEMENT
KITCHENS + BATHROOMS + CLOSETS



BY	PHASE	DATE
RGD	DDA SET	7.28.25
RGD	CITY ZONING SET	8.1.25
DATE:	8/1/25	
SCALE:	AS NOTED	
DRAWN:	JLG	
JOB #:	24-016	
SHEET		

AS1.0

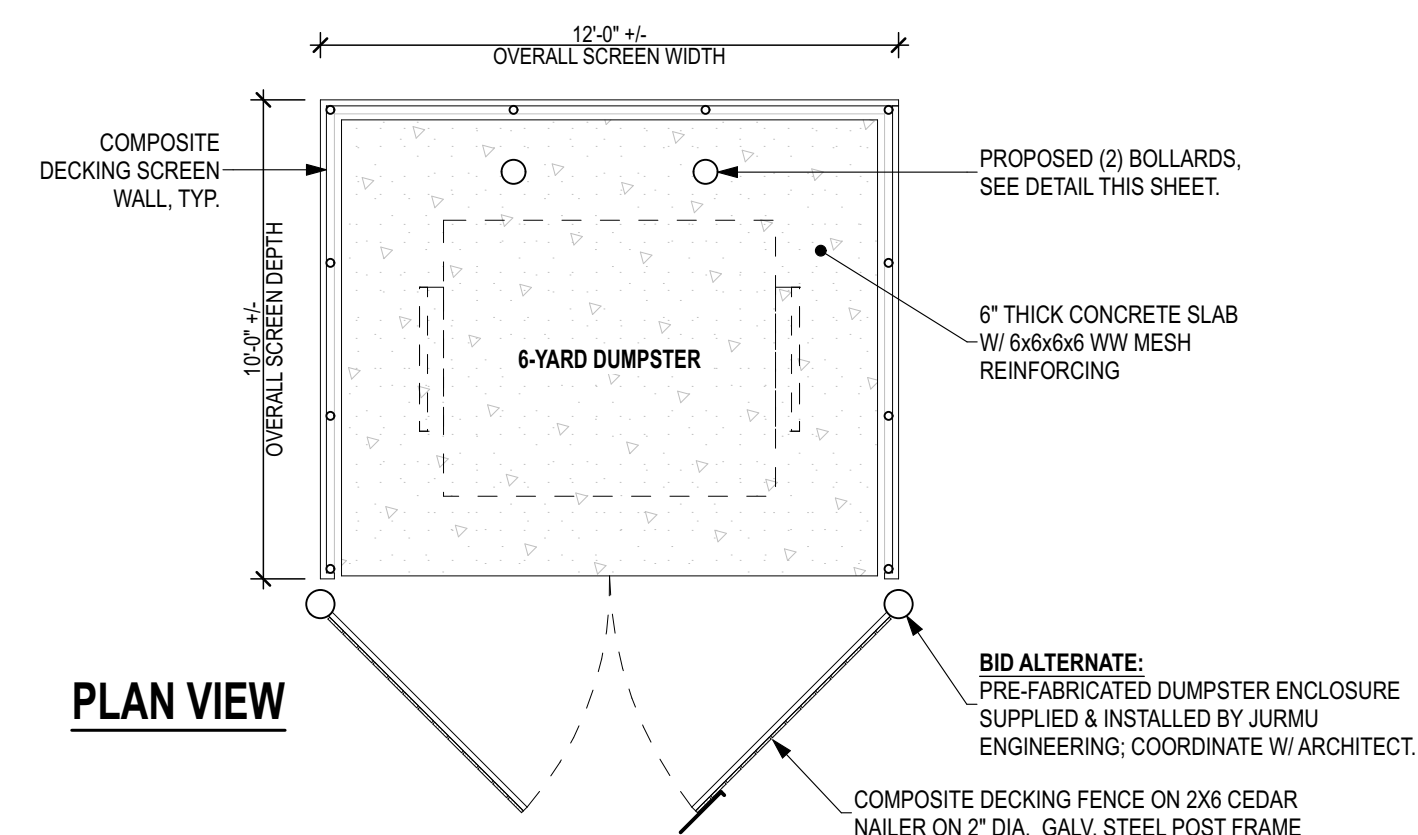
PLOTTED ON: 8/1/25

ARCHITECTURAL SITE PLAN

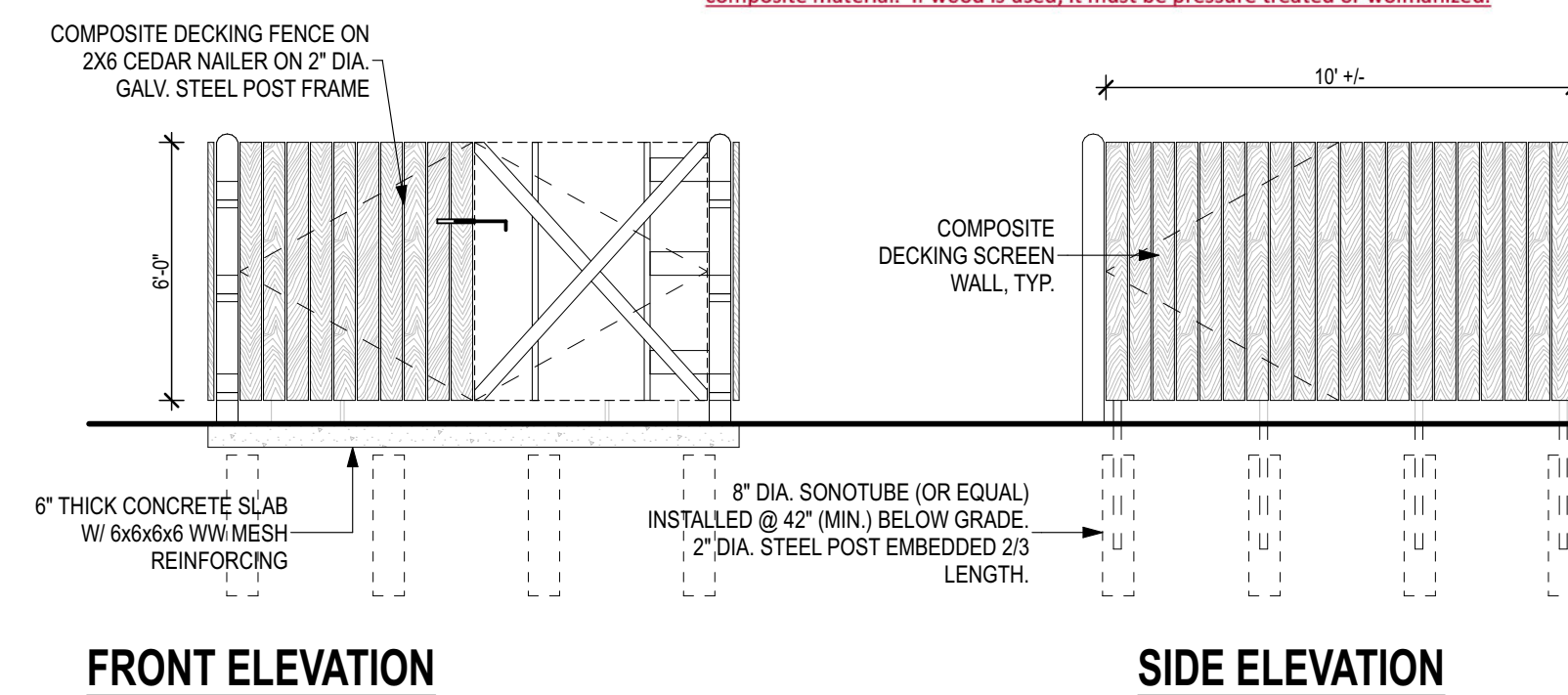
SCALE: 1" = 10'



LOWER LEVEL -PARKING GARAGE



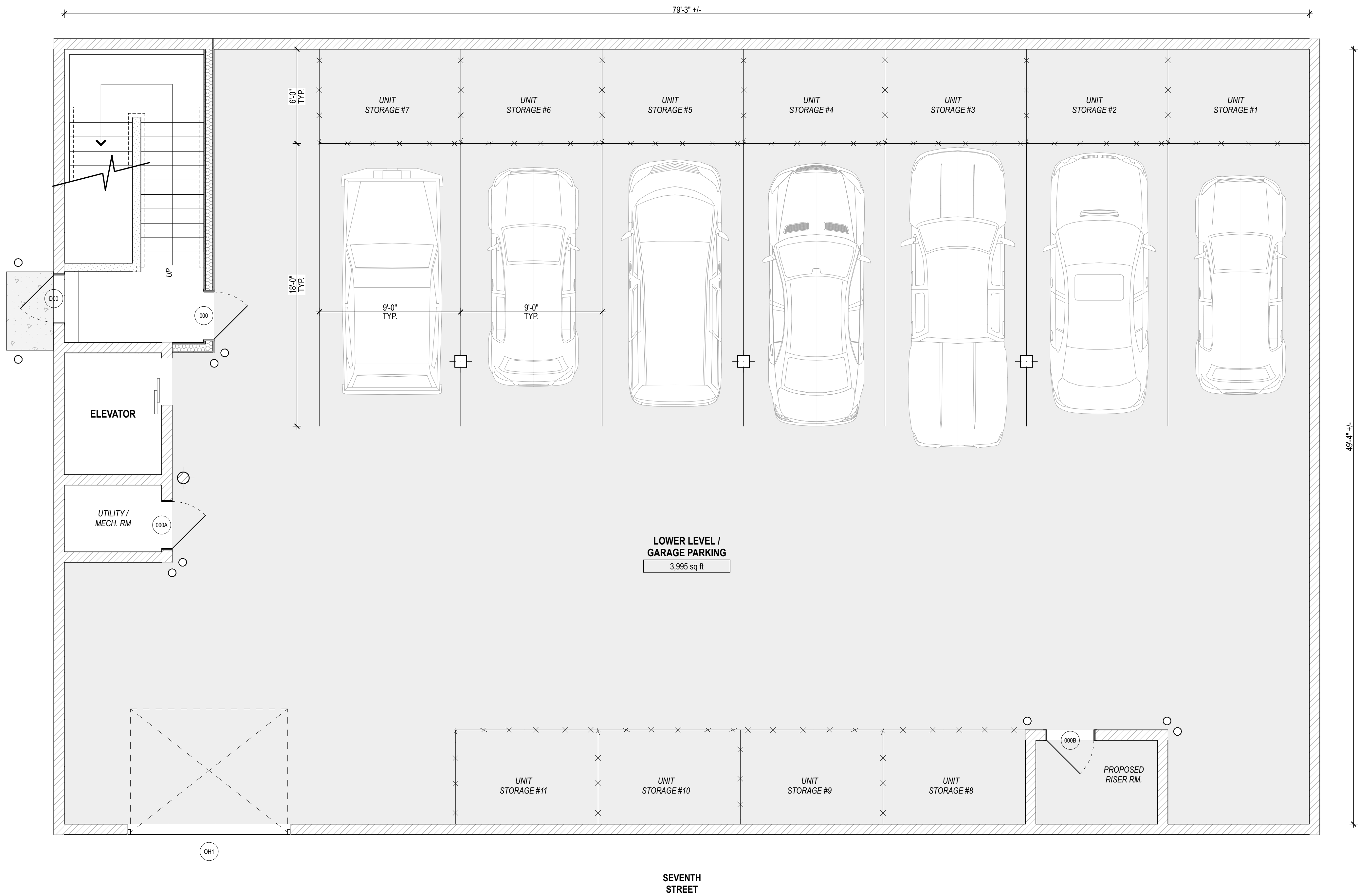
SCALE: 1/4" = 1'-0"



(F) **Garbage and Dumpster Screening (new Section).** An enclosure of sufficient height to completely screen the dumpster is required on three (3) sides of the dumpster with a solid, opaque gate on the fourth side. The height of the enclosure shall be not less than six (6) feet or at least one (1) foot above the height of the dumpster, whichever is greater. Enclosures shall meet the following standards:

(1) The enclosure must be constructed of brick, decorative concrete, vinyl composite material or other material which matches or complements the principal building or structure.

(2) Enclosure gates must be constructed of solid metal or steel-reinforced wood or vinyl composite material. If wood is used, it must be pressure treated or wolmanized.



PLAN LEGEND	
	PARKING GARAGE / STORAGE
	COMMERCIAL LEASE SPACE
	TYPE A UNIT (ADA, 1 BEDROOM)
	TYPE B UNIT (2 BEDROOM)
	TYPE B UNIT (1 BEDROOM)

1 GARAGE PARKING PLAN
SCALE: 1/4" = 1'-0"

401 W. WASHINGTON - MIDWEST CONDOS
RGD #: 24-026
MIDWEST CONSTRUCTION GROUP, INC.
401 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

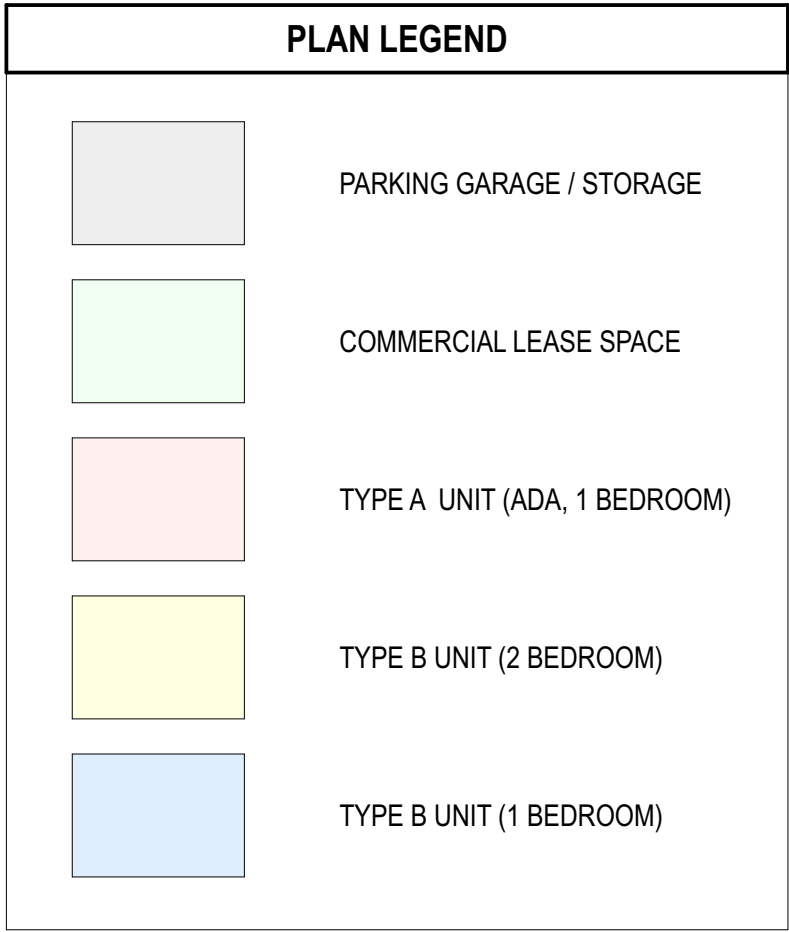


RG DESIGN COMPANY
829 CROIX STREET
NEGAUNEE, MI 49866
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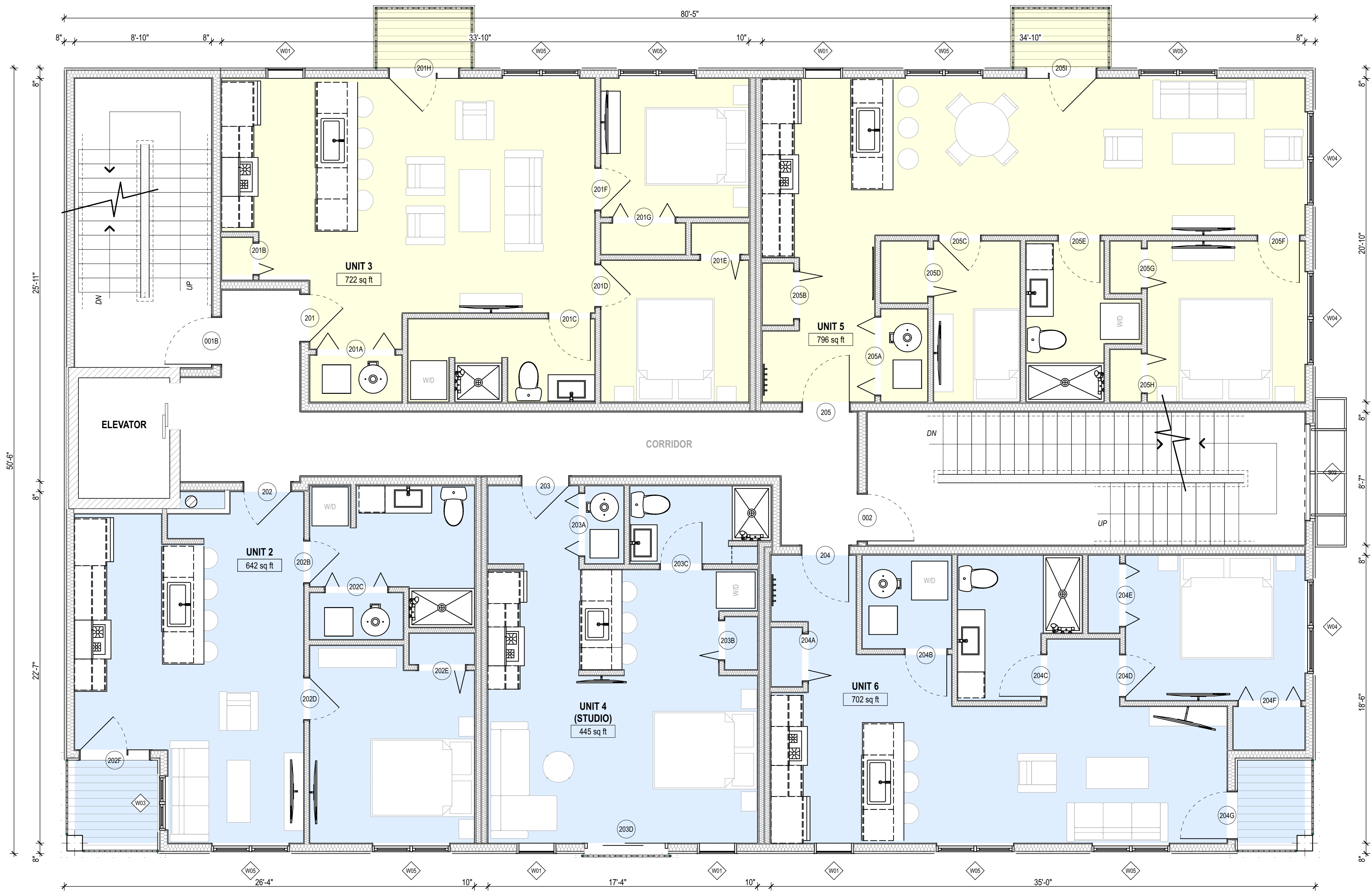
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GARAGE PARKING PLAN



SCALE: 1/4" = 1'-0"

MAIN FLOOR PLAN



PLAN LEGEND	
	PARKING GARAGE / STORAGE
	COMMERCIAL LEASE SPACE
	TYPE A UNIT (ADA, 1 BEDROOM)
	TYPE B UNIT (2 BEDROOM)
	TYPE B UNIT (1 BEDROOM)

1 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

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401 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

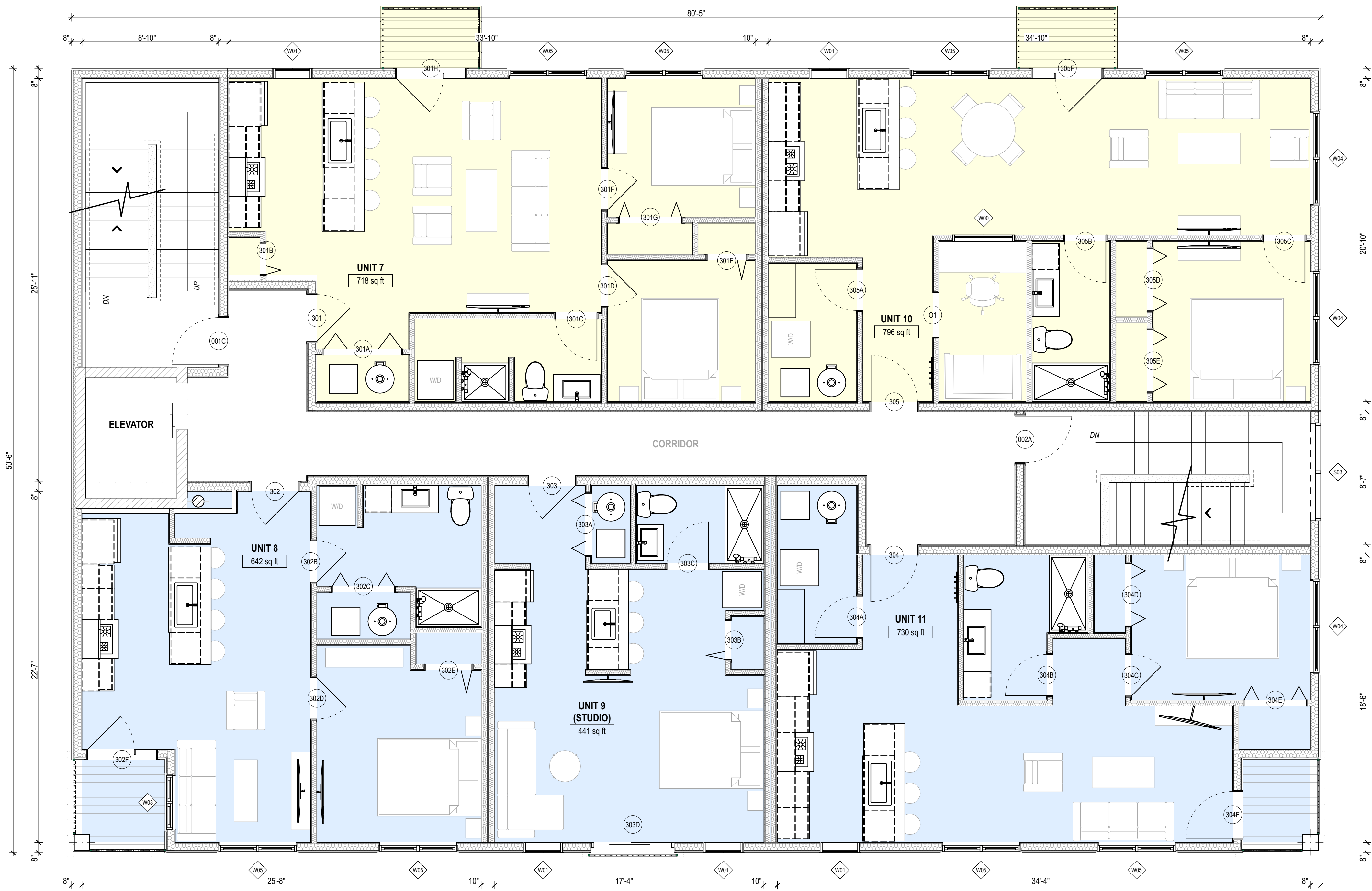


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A1.2

PLOTTED ON: 8/1/25

SECOND FLOOR PLAN



PLAN LEGEND	
	PARKING GARAGE / STORAGE
	COMMERCIAL LEASE SPACE
	TYPE A UNIT (ADA, 1 BEDROOM)
	TYPE B UNIT (2 BEDROOM)
	TYPE B UNIT (1 BEDROOM)

1 **THIRD FLOOR PLAN**
SCALE: 1/4" = 1'-0"

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A1.3

PLOTTED ON: 8/1/25

THIRD FLOOR PLAN



PROPOSED PLAN KEYNOTES:

1. PROPOSED STRUCTURAL MEMBER; REFER TO STRUCTURAL PLANS FOR SPECIFICATIONS, TYP.
2. EXISTING STRUCTURAL MEMBER TO REMAIN; REFER TO STRUCTURAL PLANS FOR EXTENT OF WORK; TYP.
3. FILL ME IN
4. EXISTING CMU WALL TO BE PATCHED & REPAIRED AS NECESSARY -PRIME & PAINT; REFER TO FINISH PLANS FOR DETAILS.
5. PROPOSED FURNITURE BY OTHERS; COORDINATE W/ OWNER, TYP.

- GENERAL PROPOSED PLAN NOTES:**
- ENLARGED PLANS: WHERE ENLARGED OR PARTIAL PLANS ARE REFERENCED. DIMENSIONS, SPECIAL DETAILING, OR FINISH REQUIREMENTS ARE NOTED ON THE ENLARGED PLANS AND OMITTED ON THE SMALLER SCALE OR OVERALL PLANS.
 - PARTITION STANDARD: IF IT IS INTENDED THAT THE FACE OF EVERY CONTINUOUS PARTITION BE FLUSH, WITHOUT OFFSETS, EVEN AT AN INTERMEDIATE CHANGE IN PARTITION THICKNESS. CHANGES IN PARTITION THICKNESS OCCUR ONLY AT INSIDE OR OUTSIDE CORNERS. THE FACES OF CORRIDOR WALLS MUST ALIGN WITHOUT OFFSETS (UNLESS GRAPHICALLY SHOWN OTHERWISE) ALONG THEIR ENTIRE LENGTH REGARDLESS OF INTERMEDIATE BREAKS OR INTERRUPTIONS. ALL ADJUSTMENTS DUE TO CHANGE IN PARTITION THICKNESS MUST OCCUR ON THE ADJOINING ROOM SIDE OF CORRIDOR PARTITIONS AT THE NEAREST INSIDE OR OUTSIDE CORNER.
 - INTERIOR DIMENSIONS ARE GENERALLY TO FACE OF FINISH AND TO CENTER LINE OF STEEL UNLESS SPECIFICALLY NOTED. ALL PUBLIC CORRIDOR DIMENSIONS ARE GIVEN IN CLEAR DIMENSIONS.
 - WHEN CONTRADICTIONS OCCUR BETWEEN PLANS AND SPECIFICATIONS CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.

#RGD 24-016



1" ACTUAL

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	PHASE	DATE
GGD	DDA SET	7.28.25
GGD	CITY ZONING SET	8.1.25
DATE:	8/1/25	
SCALE:	AS NOTED	
DRAWN:	JLG	
JOB #:	24-016	
SHEET		

A2.4

LOTTED ON: 8/1/25

PARTIAL SECOND PLAN - UNITS 201 & 205



RG DESIGN COMPANY
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MIDWEST CONSTRUCTION GROUP, INC.
401 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	PHASE	DATE
RGD	DDA SET	7.28.25
RGD	CITY ZONING SET	8.1.25
DATE:	8/1/25	
SCALE:	AS NOTED	
DRAWN:	JLG	
JOB #:	24-016	
SHEET		

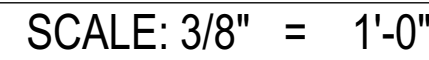
PLOTTED ON: 8/1/25

ENLARGED PLANS: WHERE ENLARGED OR PARTIAL PLANS ARE REFERENCED, DIMENSIONS, SPECIAL DETAILING, OR FINISH REQUIREMENTS ARE NOTED ON THE ENLARGED PLANS AND OMITTED ON THE SMALLER SCALE OR OVERALL PLANS.

PARTITION STANDARD: IT IS INTENDED THAT THE FACE OF EVERY CONTINUOUS PARTITION BE FLUSH, WITHOUT OFFSETS, EVEN AT AN INTERMEDIATE CHANGE IN PARTITION THICKNESS. CHANGES IN PARTITION THICKNESS OCCUR ONLY AT INSIDE OR OUTSIDE CORNERS. THE FACES OF CORRIDOR WALLS MUST ALIGN WITHOUT OFFSETS (UNLESS GRAPHICALLY SHOWN OTHERWISE) ALONG THEIR ENTIRE LENGTH REGARDLESS OF INTERMEDIATE BREAKS OR INTERRUPTIONS. ALL ADJUSTMENTS DUE TO CHANGE IN PARTITION THICKNESS MUST OCCUR ON THE ADJOINING ROOM SIDE OF CORRIDOR PARTITIONS AT THE NEAREST INSIDE OR OUTSIDE CORNER.

INTERIOR DIMENSIONS ARE GENERALLY TO FACE OF FINISH AND TO CENTER LINE OF STEEL UNLESS SPECIFICALLY NOTED. ALL PUBLIC CORRIDOR DIMENSIONS ARE GIVEN IN CLEAR DIMENSIONS.

WHEN CONTRADICTIONS OCCUR BETWEEN PLANS AND SPECIFICATIONS CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.



MIDWEST CONSTRUCTION GROUP, INC.
401 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

PARTIAL THIRD FLOOR PLAN - UNITS 301 & 305

Page 114 of 197



401 W. WASHINGTON MIXED-USE
#RGD 24-016



DATE:	8/1/25
SCALE:	AS NOTED
DRAWN:	JLG
JOB #:	24-016
SHEET	

PLOTTER ON: 8/1/2

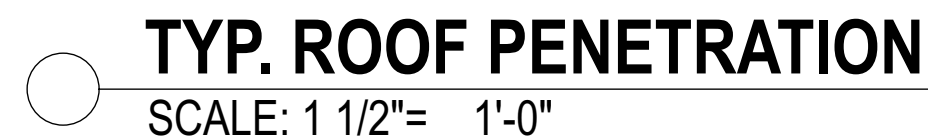
PARTIAL THIRD FLOOR PLAN - UNITS 302, 303 & 304

ENLARGED PLANS: WHEN ENLARGED OR PARTIAL PLANS ARE REFERENCED, DIMENSIONS, SPECIAL DETAILING, OR FINISH REQUIREMENTS ARE NOTED ON THE ENLARGED PLANS AND OMITTED ON THE SMALLER SCALE OR OVERALL PLANS.

PARTITION STANDARD: IT IS INTENDED THAT THE FACE OF EVERY CONTINUOUS PARTITION BE FLUSH, WITHOUT OFFSETS, EVEN AT AN INTERMEDIATE CHANGE IN PARTITION THICKNESS. CHANGES IN PARTITION THICKNESS OCCUR ONLY AT INSIDE OR OUTSIDE CORNERS. THE FACES OF CORRIDOR WALLS MUST ALIGN WITHOUT OFFSETS (UNLESS GRAPHICALLY SHOWN OTHERWISE) ALONG THEIR ENTIRE LENGTH REGARDLESS OF INTERMEDIATE BREAKS OR INTERRUPTIONS. ALL ADJUSTMENTS DUE TO CHANGE IN PARTITION THICKNESS MUST OCCUR ON THE ADJOINING ROOM SIDE OF CORRIDOR PARTITIONS AT THE NEAREST INSIDE OR OUTSIDE CORNER.

INTERIOR DIMENSIONS ARE GENERALLY TO FACE OF FINISH AND TO CENTER LINE OF STEEL UNLESS SPECIFICALLY NOTED. ALL PUBLIC CORRIDOR DIMENSIONS ARE GIVEN IN CLEAR DIMENSIONS.

WHEN CONTRADICTIONS OCCUR BETWEEN PLANS AND SPECIFICATIONS CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.



- TAPERED ROOF INSULATION SHALL SLOPE @ 1/4" PER 1'-0" MIN. THE THICKNESS OF THE BASE INSULATION IS TO BE 6 INCHES, WHERE R-30ci IS REQUIRED.
- PROVIDE CRICKETS @ MINIMUM 1/2" PER 1'-0" SLOPE AS REQUIRED FOR POSITIVE DRAINAGE AT ALL MECHANICAL OPENINGS & CURBS.
- FLASHING OF ALL ROOF PENETRATIONS, EQUIPMENT CURBS & ROOFING MATERIALS INSTALLATION TO FOLLOW MANUFACTURES RECOMMENDATIONS.
- COORDINATE ROOF & OVERFLOW DRAIN LOCATIONS WITH STRUCTURAL COMPONENTS TO AVOID INSTALLATION OVER BEAMS OR JOISTS.
- ALL MECHANICAL & ELECTRICAL ROOFTOP EQUIPMENT, PIPING, CONDUIT, ETC. TO BE PAINTED. ALL M & E ITEMS ON ROOF PLAN ARE FOR REFERENCE ONLY. REFER TO CONSULTANT DRAWINGS FOR SIZE, LOCATION AND EXTENT OF WORK.
- SHOP DRAWING DESIGN AND INSTALLATION OF TAPERED INSULATION MUST ACCOUNT FOR CAMBER IN STRUCTURE TO ENSURE THAT THE ROOF WILL DRAIN AS DESIGNED.

401 W. WASHINGTON MIXED-USE
#RCD 24-016

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	PHASE	DATE
RGD	DDA SET	7.28.25
RGD	CITY ZONING SET	8.1.25
DATE:	8/1/25	
SCALE:	AS NOTED	
DRAWN:	JLG	
JOB #:	24-016	
SHEET		

A2.8

PLOTTED ON: 8/1/2

ROOF PLAN & DETAILS



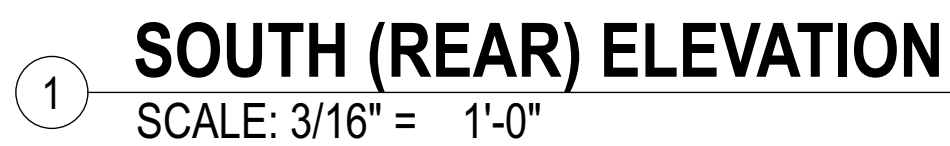
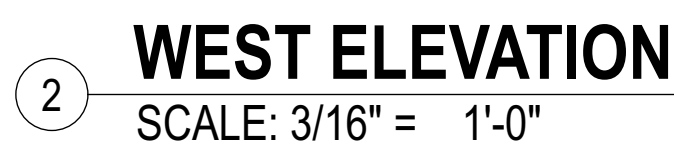
1.	FILL ME IN
2.	FILL ME IN
3.	FILL ME IN
4.	FILL ME IN
5.	FILL ME IN
6.	FILL ME IN
7.	FILL ME IN
8.	FILL ME IN

401 W. WASHINGTON MIXED-USE
#RGD 24-016

MIDWEST CONSTRUCTION GROUP, INC.
401 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

PLOTTED ON: 8/1/25

EXTERIOR ELEVATIONS



1.	FILL ME IN
2.	FILL ME IN
3.	FILL ME IN
4.	FILL ME IN
5.	FILL ME IN
6.	FILL ME IN
7.	FILL ME IN
8.	FILL ME IN

#RGD 24-016

MIDWEST CONSTRUCTION GROUP, INC.
401 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

A4.1

EXTERIOR EVALUATIONS



NORTHWEST PERSPECTIVE (WEST WASHINGTON VIEW)



EAST PERSPECTIVE (7th STREET VIEW)



WEST PERSPECTIVE (PARKING LOT VIEW)



SOUTHEAST PERSPECTIVE

ARCHITECTURE
INTERIOR DESIGN
PROJECT MANAGEMENT
KITCHENS + BATHROOMS + CLOSETS



401 W. WASHINGTON MIXED-USE
#RGD 24-016

MIDWEST CONSTRUCTION GROUP, INC.
401 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

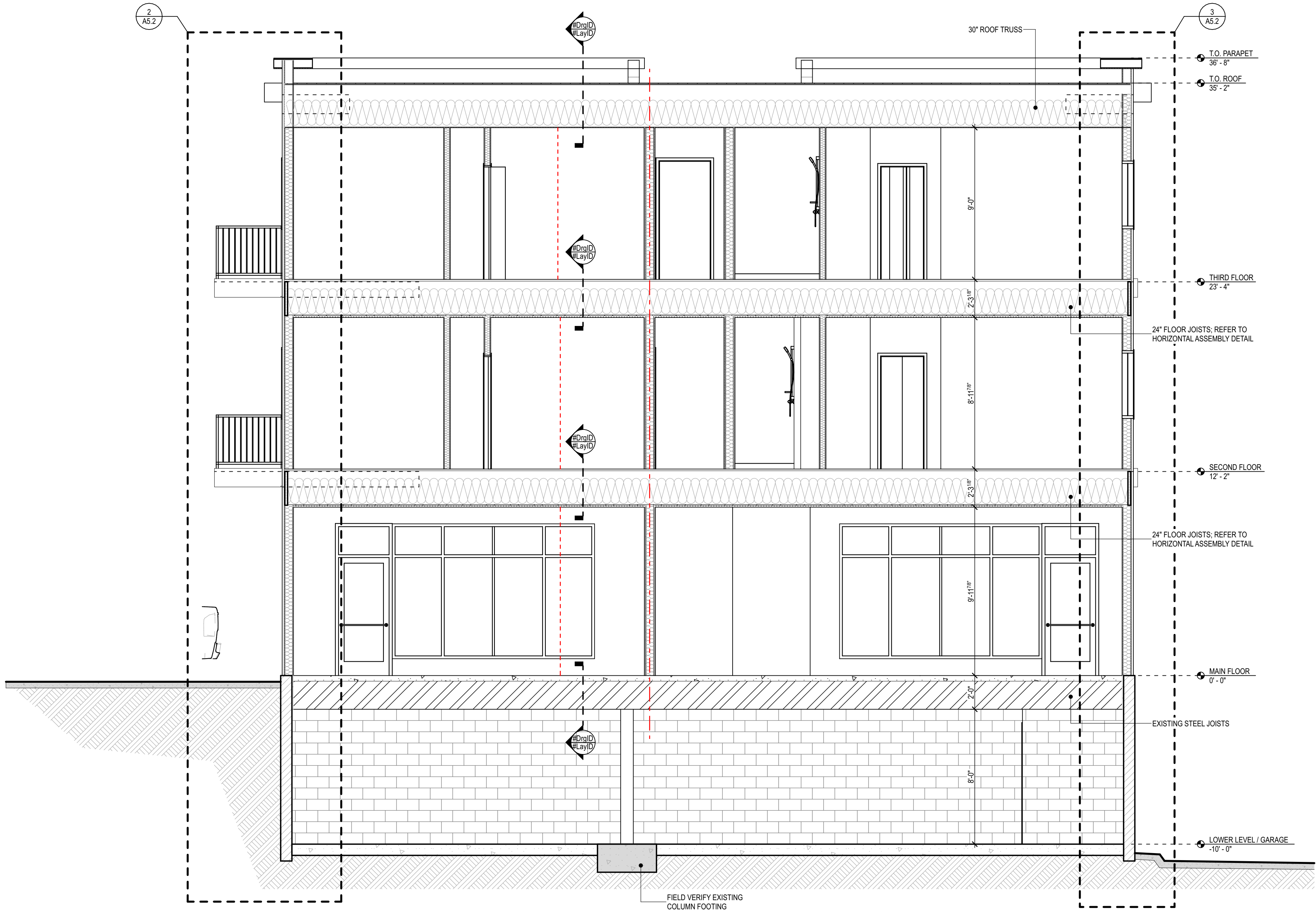
RG DESIGN COMPANY
829 CROIX STREET
NEGAUNEE, MI 49866
P: 906.273.1041
WWW.RG-DESIGN.CO

BY PHASE DATE		
RGD	DDA SET	7.28.25
RGD	CITY ZONING SET	8.1.25
DATE: 8/1/25		
SCALE: AS NOTED		
DRAWN: JLG		
JOB #: 24-016		
SHEET		

A4.2

PLOTTED ON: 8/1/25

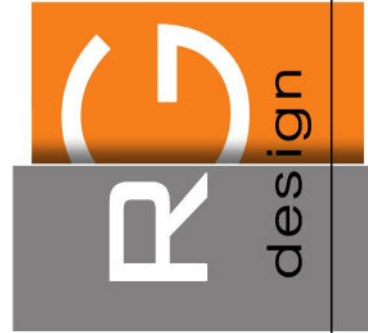
3D EXTERIOR PERSPECTIVES



BUILDING SECTION A-A
SCALE: 1/4" = 1'-0"

RG DESIGN COMPANY
829 CROIX STREET
NEGAUNEE, MI 49866
P: 906.273.1041
WWW.RG-DESIGN.CO

401 W. WASHINGTON MIXED-USE
#RGD 24-016
MIDWEST CONSTRUCTION GROUP, INC.
401 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855



ARCHITECTURE
INTERIOR DESIGN
PROJECT MANAGEMENT
KITCHENS + BATHROOMS + CLOSETS

1" SCALE
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (25.4) EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	PHASE	DATE
RGD	DDA SET	7.28.25
RGD	CITY ZONING SET	8.1.25
DATE:	8/1/25	
SCALE:	AS NOTED	
DRAWN:	JLG	
JOB #:	24-016	
SHEET		

A5.0

PLOTTED ON: 8/1/25

BUILDING SECTIONS

Tables

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan
401 W Washington, Marquette, MI

MSHDA Eligible Activities Costs and Schedule

MSHDA Eligible Activities	Cost	Completion Season/Year
Housing Development Activities	\$ 378,825	
<i>Renovation of Existing Buildings</i>	\$ 378,825	
Housing Financing Gap	\$ 678,000	
<i>Housing Financing Gap</i>	\$ 678,000	
MSHDA Eligible Activities Subtotal	\$ 1,056,825	
Contingency (0%)	\$ -	
Brownfield Plan/Work Plan Preparation (Developer)	\$ 20,000	
Brownfield Plan/Work Plan Preparation (MBRA)	\$ 5,000	
Brownfield Plan/Work Plan Implementation (MBRA)	\$ 50,000	
MSHDA Eligible Activities Total Costs	\$ 1,131,825	

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan

401 W Washington, Marquette, Michigan

Estimated Taxable Value (TV) Increase Rate: 2% increase per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
*Base Taxable Value	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900	\$ 70,900
Future Taxable Value	\$ 960,000	\$ 979,200	\$ 998,784	\$ 1,018,760	\$ 1,039,135	\$ 1,059,918	\$ 1,081,116	\$ 1,102,738	\$ 1,124,793	\$ 1,147,289	\$ 1,170,235	\$ 1,193,639	\$ 1,217,512	\$ 1,241,862	\$ 1,266,700	\$ 1,292,034	\$ 1,317,874	\$ 1,344,232	\$ 1,371,116
Incremental Difference (New TV - Base TV)	\$ 889,100	\$ 908,300	\$ 927,884	\$ 947,860	\$ 968,235	\$ 989,018	\$ 1,010,216	\$ 1,031,838	\$ 1,053,893	\$ 1,076,389	\$ 1,099,335	\$ 1,122,739	\$ 1,146,612	\$ 1,170,962	\$ 1,195,800	\$ 1,221,134	\$ 1,246,974	\$ 1,273,332	\$ 1,300,216
School Capture																			
Millage Rate																			
State Education Tax (SET)	\$ 6,000	\$ 5,335	\$ 5,450	\$ 5,567	\$ 5,687	\$ 5,809	\$ 5,934	\$ 6,061	\$ 6,191	\$ 6,323	\$ 6,458	\$ 6,596	\$ 6,736	\$ 6,880	\$ 7,026	\$ 7,175	\$ 7,327	\$ 7,482	\$ 7,640
School Operating Tax	\$ 18,000	\$ 16,004	\$ 16,349	\$ 16,702	\$ 17,061	\$ 17,428	\$ 17,802	\$ 18,184	\$ 18,573	\$ 18,970	\$ 19,375	\$ 19,788	\$ 20,209	\$ 20,639	\$ 21,077	\$ 21,524	\$ 21,980	\$ 22,446	\$ 22,920
School Total	\$ 24,000	\$ 21,338	\$ 21,799	\$ 22,269	\$ 22,749	\$ 23,238	\$ 23,736	\$ 24,245	\$ 24,764	\$ 25,293	\$ 25,833	\$ 26,384	\$ 26,946	\$ 27,519	\$ 28,103	\$ 28,699	\$ 29,307	\$ 29,927	\$ 30,560
Local Capture																			
Millage Rate																			
Marquette School Sinking Fund	\$ 0.9240	\$ 830	\$ 848	\$ 867	\$ 885	\$ 904	\$ 924	\$ 944	\$ 964	\$ 984	\$ 1,005	\$ 1,027	\$ 1,049	\$ 1,071	\$ 1,094	\$ 1,117	\$ 1,141	\$ 1,165	\$ 1,189
Intermediate School District	\$ 0.2030	\$ 180	\$ 184	\$ 188	\$ 192	\$ 197	\$ 201	\$ 205	\$ 209	\$ 214	\$ 219	\$ 223	\$ 228	\$ 233	\$ 238	\$ 243	\$ 248	\$ 253	\$ 258
Special Education	\$ 3.5000	\$ 3,112	\$ 3,179	\$ 3,248	\$ 3,318	\$ 3,389	\$ 3,462	\$ 3,536	\$ 3,611	\$ 3,689	\$ 3,767	\$ 3,848	\$ 3,930	\$ 4,013	\$ 4,098	\$ 4,185	\$ 4,274	\$ 4,364	\$ 4,457
Marquette City	\$ 17.5604	\$ 15,613	\$ 15,950	\$ 16,294	\$ 16,645	\$ 17,003	\$ 17,368	\$ 17,740	\$ 18,119	\$ 18,507	\$ 18,902	\$ 19,305	\$ 19,716	\$ 20,135	\$ 20,563	\$ 20,999	\$ 21,444	\$ 21,897	\$ 22,360
Senior	\$ 0.3453	\$ 307	\$ 314	\$ 320	\$ 327	\$ 334	\$ 342	\$ 349	\$ 356	\$ 364	\$ 372	\$ 380	\$ 388	\$ 396	\$ 404	\$ 413	\$ 422	\$ 431	\$ 440
Marquette Library Operating	\$ 1.4734	\$ 1,308	\$ 1,336	\$ 1,365	\$ 1,395	\$ 1,425	\$ 1,455	\$ 1,486	\$ 1,518	\$ 1,551	\$ 1,584	\$ 1,618	\$ 1,652	\$ 1,687	\$ 1,723	\$ 1,759	\$ 1,797	\$ 1,835	\$ 1,874
Downtown Development Authority	\$ 1.8558	\$ 1,650	\$ 1,686	\$ 1,722	\$ 1,759	\$ 1,797	\$ 1,835	\$ 1,875	\$ 1,915	\$ 1,956	\$ 1,998	\$ 2,040	\$ 2,084	\$ 2,128	\$ 2,173	\$ 2,219	\$ 2,266	\$ 2,314	\$ 2,363
County Operating	\$ 5.2446	\$ 4,663	\$ 4,764	\$ 4,866	\$ 4,971	\$ 5,078	\$ 5,187	\$ 5,298	\$ 5,412	\$ 5,527	\$ 5,645	\$ 5,766	\$ 5,888	\$ 6,014	\$ 6,141	\$ 6,271	\$ 6,404	\$ 6,540	\$ 6,678
Heritage Authority	\$ 0.1970	\$ 175	\$ 179	\$ 183	\$ 187	\$ 191	\$ 195	\$ 199	\$ 203	\$ 208	\$ 212	\$ 217	\$ 221	\$ 226	\$ 231	\$ 236	\$ 241	\$ 246	\$ 251
County Transit	\$ 0.5970	\$ 531	\$ 542	\$ 554	\$ 566	\$ 578	\$ 590	\$ 603	\$ 616	\$ 629	\$ 643	\$ 656	\$ 670	\$ 685	\$ 699	\$ 714	\$ 729	\$ 744	\$ 760
County Aging	\$ 0.4474	\$ 398	\$ 406	\$ 415	\$ 424	\$ 433	\$ 442	\$ 452	\$ 462	\$ 472	\$ 482	\$ 492	\$ 502	\$ 513	\$ 524	\$ 535	\$ 546	\$ 558	\$ 570
County M.O.E	\$ 0.5448	\$ 484	\$ 495	\$ 506	\$ 516	\$ 527	\$ 538	\$ 550	\$ 562	\$ 574	\$ 586	\$ 598	\$ 612	\$ 625	\$ 638	\$ 651	\$ 665	\$ 679	\$ 694
County Dispatch	\$ 0.4970	\$ 442	\$ 451	\$ 461	\$ 471	\$ 481	\$ 492	\$ 502	\$ 513	\$ 524	\$ 535	\$ 546	\$ 558	\$ 570	\$ 582	\$ 594	\$ 607	\$ 620	\$ 633
County Rescue	\$ 0.1525	\$ 136	\$ 139	\$ 142	\$ 145	\$ 148	\$ 151	\$ 154	\$ 157	\$ 161	\$ 164	\$ 168	\$ 171	\$ 175	\$ 179	\$ 182	\$ 186	\$ 190	\$ 194
County Vet Aff	\$ 0.1000	\$ 89	\$ 91	\$ 93	\$ 95	\$ 97	\$ 99	\$ 101	\$ 103	\$ 105	\$ 108	\$ 110	\$ 112	\$ 115	\$ 117	\$ 120	\$ 122	\$ 125	\$ 127
Local Total	\$ 33,6502	\$ 29,918	\$ 30,564	\$ 31,223	\$ 31,896	\$ 32,581	\$ 33,281	\$ 33,994	\$ 34,722	\$ 35,464	\$ 36,221	\$ 36,993	\$ 37,780	\$ 38,584	\$ 39,403	\$ 40,239	\$ 41,091	\$ 41,961	\$ 42,848
Non-Capturable Millages																			
Millage Rate																			
Marquette School Debt	\$ 0.3800	\$ 338	\$ 345	\$ 353	\$ 360	\$ 368	\$ 376	\$ 384	\$ 392	\$ 400	\$ 409	\$ 418	\$ 427	\$ 436	\$ 445	\$ 454	\$ 464	\$ 474	\$ 484
Marquette Library Debt	\$ 0.3816	\$ 339	\$ 347	\$ 354	\$ 362	\$ 369	\$ 377	\$ 385	\$ 394	\$ 402	\$ 411	\$ 420	\$ 428	\$ 438	\$ 447	\$ 456	\$ 466	\$ 476	\$ 486
Non-Capturable Total	\$ 0.7616	\$ 677	\$ 692	\$ 707	\$ 722	\$ 737	\$ 753	\$ 769	\$ 786	\$ 803	\$ 820	\$ 837	\$ 855	\$ 873	\$ 892	\$ 911	\$ 930	\$ 950	\$ 970
Total Tax Increment Revenue (TIR) Available for Capture	\$ 51,257	\$ 52,364	\$ 53,493	\$ 54,644	\$ 55,819	\$ 57,017	\$ 58,239	\$ 59,486	\$ 60,757	\$ 62,054	\$ 63,377	\$ 64,726	\$ 66,102	\$ 67,506	\$ 68,938	\$ 70,399	\$ 71,888	\$ 73,408	\$ 74,958

7/9/2025

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan

401 W Washington, Marquette, Michigan

Estimated Taxable Value (TV) Increase Rate:			
	Plan Year	20	Totals
	Calendar Year	2046	
	*Base Taxable Value	\$ 70,900	\$ 70,900
	Future Taxable Value	\$ 1,398,539	\$ 1,412,524
Incremental Difference (New TV - Base TV)		\$ 1,327,639	\$ -
School Capture			
	Millage Rate		
State Education Tax (SET)	6.0000	\$ 7,966	\$ 131,445
School Operating Tax	18.0000	\$ 23,897	\$ 394,335
School Total	24.0000	\$ 31,863	\$ 525,779
Local Capture			
	Millage Rate		
Marquette School Sinking Fund	0.9240	\$ 1,240	\$ 20,462
Intermediate School District	0.2030	\$ 270	\$ 4,447
Special Education	3.5000	\$ 4,647	\$ 76,676
Marquette City	17.5604	\$ 23,314	\$ 384,704
Senior	0.3453	\$ 458	\$ 7,565
Marquette Library Operating	1.4734	\$ 1,893	\$ 32,235
Downtown Development Authority	1.8558	\$ 2,464	\$ 40,656
County Operating	5.2446	\$ 6,963	\$ 114,896
Heritage Authority	0.1970	\$ 262	\$ 4,316
County Transit	0.5970	\$ 793	\$ 13,079
County Aging	0.4474	\$ 594	\$ 9,801
County M.O.E	0.5448	\$ 723	\$ 11,935
County Dispatch	0.4970	\$ 660	\$ 10,888
County Rescue	0.1525	\$ 202	\$ 3,341
County Vet Aff	0.1000	\$ 133	\$ 2,191
Local Total	33.6502	\$ 44,675	\$ 737,191
Non-Capturable Millages			
	Millage Rate		
Marquette School Debt	0.3800	\$ 505	\$ 8,325
Marquette Library Debt	0.3816	\$ 507	\$ 8,360
Non-Capturable Total	0.7616	\$ 1,011	\$ 16,685
Total Tax Increment Revenue (TIR) Available for Capture			
		\$ 76,539	\$ 1,262,970

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
401 W Washigton, Marquette, Michigan

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	41.6%	\$ 460,057	-	\$ 460,057
Local	58.4%	\$ 671,768	-	\$ 671,768
TOTAL				
EGLE	0.0%	\$ -	\$ -	\$ -
MEDC	0.0%	\$ -	\$ -	\$ -
MSHDA	100.0%	\$ 1,131,825	-	\$ 1,131,825

Estimated Total
Years of Plan: 20

Estimated Capture

Administrative Fees	\$ 36,860
State Brownfield Redevelopment Fund	\$ 65,722
Local Brownfield Revolving Fund	\$ 26,667

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Total State Incremental Revenue	\$ 21,338	\$ 21,799	\$ 22,269	\$ 22,749	\$ 23,238	\$ 23,736	\$ 24,245	\$ 24,764	\$ 25,293	\$ 25,833	\$ 26,384	\$ 26,946	\$ 27,519	\$ 28,103	\$ 28,699	\$ 29,307	\$ 29,927
State Brownfield Redevelopment Fund (50% of SET)	\$ 2,667	\$ 2,725	\$ 2,784	\$ 2,844	\$ 2,905	\$ 2,967	\$ 3,031	\$ 3,096	\$ 3,162	\$ 3,229	\$ 3,298	\$ 3,368	\$ 3,440	\$ 3,513	\$ 3,587	\$ 3,663	\$ 3,741
State TIR Available for Reimbursement	\$ 18,671	\$ 19,074	\$ 19,486	\$ 19,905	\$ 20,333	\$ 20,769	\$ 21,215	\$ 21,669	\$ 22,132	\$ 22,604	\$ 23,086	\$ 23,578	\$ 24,079	\$ 24,590	\$ 25,112	\$ 25,644	\$ 26,186
Total Local Incremental Revenue	\$ 29,918	\$ 30,564	\$ 31,223	\$ 31,896	\$ 32,581	\$ 33,281	\$ 33,994	\$ 34,722	\$ 35,464	\$ 36,221	\$ 36,993	\$ 37,780	\$ 38,584	\$ 39,403	\$ 40,239	\$ 41,091	\$ 41,961
BRA Administrative Fee (5%)	\$ 1,496	\$ 1,528	\$ 1,561	\$ 1,595	\$ 1,629	\$ 1,664	\$ 1,700	\$ 1,736	\$ 1,773	\$ 1,811	\$ 1,850	\$ 1,889	\$ 1,929	\$ 1,970	\$ 2,012	\$ 2,055	\$ 2,098
Local TIR Available for Reimbursement	\$ 28,422	\$ 29,036	\$ 29,662	\$ 30,301	\$ 30,952	\$ 31,617	\$ 32,294	\$ 32,985	\$ 33,691	\$ 34,410	\$ 35,143	\$ 35,891	\$ 36,655	\$ 37,433	\$ 38,227	\$ 39,037	\$ 39,863
Total State & Local TIR Available	\$ 47,094	\$ 48,111	\$ 49,148	\$ 50,206	\$ 51,285	\$ 52,386	\$ 53,509	\$ 54,654	\$ 55,822	\$ 57,014	\$ 58,229	\$ 59,469	\$ 60,733	\$ 62,023	\$ 63,339	\$ 64,681	\$ 66,049
MBRA																	
Beginning Balance																	
Reimbursement Balance	\$ 55,000	\$ 52,712	\$ 50,374	\$ 47,985	\$ 45,546	\$ 43,053	\$ 40,546	\$ 37,985	\$ 35,369	\$ 32,698	\$ 29,969	\$ 27,225	\$ 24,422	\$ 21,560	\$ 18,637	\$ 15,652	\$ 12,651
MSHDA Prep and Implementation Costs	\$ 55,000	\$ 52,712	\$ 50,374	\$ 47,985	\$ 45,546	\$ 43,053	\$ 40,546	\$ 37,985	\$ 35,369	\$ 32,698	\$ 29,969	\$ 27,225	\$ 24,422	\$ 21,560	\$ 18,637	\$ 15,652	\$ 12,651
State Tax Reimbursement	\$ 907	\$ 927	\$ 947	\$ 967	\$ 988	\$ 1,009	\$ 1,031	\$ 1,053	\$ 1,075	\$ 1,098	\$ 1,122	\$ 1,146	\$ 1,170	\$ 1,195	\$ 1,220	\$ 1,246	\$ 1,273
Local Tax Reimbursement	\$ 1,381	\$ 1,411	\$ 1,441	\$ 1,472	\$ 1,504	\$ 1,498	\$ 1,530	\$ 1,563	\$ 1,596	\$ 1,630	\$ 1,622	\$ 1,657	\$ 1,692	\$ 1,728	\$ 1,765	\$ 1,755	\$ 1,792
Total MSHDA Reimbursement Balance	\$ 52,712	\$ 50,374	\$ 47,985	\$ 45,546	\$ 43,053	\$ 40,546	\$ 37,985	\$ 35,369	\$ 32,698	\$ 29,969	\$ 27,225	\$ 24,422	\$ 21,560	\$ 18,637	\$ 15,652	\$ 12,651	\$ 9,587
Total Annual MBRA Reimbursement	\$ 2,288	\$ 2,338	\$ 2,388	\$ 2,440	\$ 2,492	\$ 2,507	\$ 2,561	\$ 2,616	\$ 2,672	\$ 2,729	\$ 2,744	\$ 2,803	\$ 2,862	\$ 2,923	\$ 2,985	\$ 3,001	\$ 3,064
DEVELOPER																	
Beginning Balance																	
Reimbursement Balance	\$ 1,076,825	\$ 1,032,020	\$ 986,247	\$ 939,488	\$ 891,721	\$ 842,928	\$ 793,840	\$ 743,700	\$ 692,486	\$ 640,178	\$ 586,753	\$ 533,025	\$ 478,153	\$ 422,115	\$ 364,886	\$ 306,444	\$ 247,692
MSHDA Costs	\$ 1,076,825	\$ 1,076,825	\$ 1,032,020	\$ 986,247	\$ 939,488	\$ 891,721	\$ 842,928	\$ 793,840	\$ 743,700	\$ 692,486	\$ 640,178	\$ 586,753	\$ 533,025	\$ 478,153	\$ 422,115	\$ 364,886	\$ 306,444
State Tax Reimbursement	\$ 17,764	\$ 18,147	\$ 18,539	\$ 18,938	\$ 19,345	\$ 19,760	\$ 20,184	\$ 20,616	\$ 21,056	\$ 21,506	\$ 21,964	\$ 22,432	\$ 22,909	\$ 23,395	\$ 23,892	\$ 24,398	\$ 24,914
Local Tax Reimbursement	\$ 27,041	\$ 27,625	\$ 28,221	\$ 28,828	\$ 29,448	\$ 29,957	\$ 30,598	\$ 31,252	\$ 31,919	\$ 32,440	\$ 32,925	\$ 33,420	\$ 33,933	\$ 34,455	\$ 34,987	\$ 35,528	\$ 36,079
Total MSHDA Reimbursement Balance	\$ 1,032,020	\$ 986,247	\$ 939,488	\$ 891,721	\$ 842,928	\$ 793,840	\$ 743,700	\$ 692,486	\$ 640,178	\$ 586,753	\$ 533,025	\$ 478,153	\$ 422,115	\$ 364,886	\$ 306,444	\$ 247,692	\$ 187,697
Total Annual Developer Reimbursement	\$ 44,805	\$ 45,773	\$ 46,760	\$ 47,766	\$ 48,793	\$ 49,088	\$ 50,140	\$ 51,214	\$ 52,308	\$ 53,425	\$ 53,728	\$ 54,872	\$ 56,038	\$ 57,229	\$ 58,442	\$ 59,675	\$ 60,928
LOCAL BROWNFIELD REVOLVING FUND																	
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 790	\$ 1,598	\$ 2,422	\$ 3,265	\$ 4,125	\$ 5,882	\$ 7,677	\$ 9,509	\$ 11,381	\$ 13,292
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 790	\$ 807	\$ 825	\$ 842	\$ 860	\$ 1,757	\$ 1,795	\$ 1,833	\$ 1,872	\$ 1,911
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 790	\$ 807	\$ 825	\$ 842	\$ 860	\$ 1,757	\$ 1,795	\$ 1,833	\$ 1,872	\$ 1,911

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
401 W Washington, Marquette, Michigan

	18	19	20	
	2044	2045	2046	TOTAL
Total State Incremental Revenue	\$ 30,560	\$ 31,205	\$ 31,863	\$ 525,779
State Brownfield Redevelopment Fund (50% of SE1)	\$ 3,820	\$ 3,901	\$ 3,983	\$ 65,722
State TIR Available for Reimbursement	\$ 26,740	\$ 27,305	\$ 27,880	\$ 460,057
Total Local Incremental Revenue	\$ 42,848	\$ 43,753	\$ 44,675	\$ 737,191
BRA Administrative Fee (5%)	\$ 2,142	\$ 2,188	\$ 2,234	\$ 36,880
Local TIR Available for Reimbursement	\$ 40,705	\$ 41,565	\$ 42,442	\$ 700,331
Total State & Local TIR Available	\$ 67,445	\$ 68,869	\$ 70,322	\$ 1,160,388
MBRA				
Reimbursement Balance	\$ 6,458	\$ 3,263	\$ -	\$ -
MSHDA Prep and Implementation Costs	\$ 9,587	\$ 6,458	\$ 3,263	
State Tax Reimbursement	\$ 1,299	\$ 1,327	\$ 1,355	\$ 22,356
Local Tax Reimbursement	\$ 1,830	\$ 1,868	\$ 1,908	\$ 32,644
Total MSHDA Reimbursement Balance	\$ 6,458	\$ 3,263	\$ -	\$ 55,000
Total Annual MBRA Reimbursement	\$ 3,129	\$ 3,195	\$ 3,263	\$ 55,000
DEVELOPER				
Reimbursement Balance	\$ 126,433	\$ 63,876	\$ -	\$ -
MSHDA Costs	\$ 187,697	\$ 126,433	\$ 63,876	
State Tax Reimbursement	\$ 25,441	\$ 25,978	\$ 26,526	\$ 437,701
Local Tax Reimbursement	\$ 35,823	\$ 36,579	\$ 37,351	\$ 639,124
Total MSHDA Reimbursement Balance	\$ 126,433	\$ 63,876	\$ -	\$ 1,076,825
Total Annual Developer Reimbursement	\$ 61,263	\$ 62,557	\$ 63,876	\$ 1,076,825
LOCAL BROWNFIELD REVOLVING FUND				
LBRF Deposits *	\$ 19,210	\$ 22,263	\$ 25,380	\$ 28,563
State Tax Capture	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ 3,053	\$ 3,117	\$ 3,183	\$ 28,563
Total LBRF Capture	\$ 3,053	\$ 3,117	\$ 3,183	\$ 28,563

* Up to five years of capture for LBRF Deposits aft

Appendix 1

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Brownfield Plan Resolutions Pending

Appendix 2

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Brownfield Plan Notices Pending

Appendix 3

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Brownfield Plan Notices Pending

Appendix 4

Marquette County

Market Potential

Capture

- Throughout Marquette County, build 470 new for-sale units per year over the next five years, including 305 detached houses or cottages; 115 townhouses with porches and private entrances; and 50 condominium-style apartments with shared entrances (attached formats will depend on sites with vista views).
- In addition, build 930 new for-lease units annually over the next five years, including 330 lofts or apartments (preferably in buildings with shared courtyards); 110 townhouses with private entrances; and 490 accessory dwellings, cottages, and units in small apartment houses.
- New renters include about 420 student households; and removing them from the analysis reduces the market potential to about 510 new for-lease units (930 minus 420).

Retention

- Whenever they become available, renovate, remodel, or rehab up to 490 existing for-sale units per year over the next five years, including 310 detached houses; 120 townhouses; and 60 condominium-style apartments.
- In addition, renovate, remodel, or rehab up to 1,470 existing for-lease units annually over the next five years, including 400 lofts or courtyard apartments; 200 townhouses; and 870 accessory dwellings, cottages, and subdivided houses – whenever they become available.
- Again, renters migrating within the county include about 515 student households. Removing them from the analysis reduces the market potential to about 955 rehabbed for-lease units annually (1,470 minus 515).

Interception – Bolster the market potential for new-builds by building an additional +95 for-sale units and +185 for-lease units; and focus on missing housing formats that would most appeal to the migrating households. Those households would otherwise be inclined to bypass Marquette County for other counties in the Upper Peninsula.

Maximum – Adding the Capture, Retention, and Interception numbers together yields the maximum market potential for new-builds. This approach assumes that rather than renovating, remodeling, or rehabbing existing units, developers instead build new units for every household migrating either into or within the county.

Appendix 5

Housing TIF Financing Gap Calculation - Multifamily Rental

Housing TIF Financing Gap Calculation - Multifamily Rental										BF Plan # of Years: 20				
Location	Type	AMI	Control Rent - AMI Limited Rent	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit
Marquette	Studio	100%	\$ 1,808.00 - \$ 1,527.00	=	\$ 281.00	x	1	x	12	x	20	=	\$ 67,440.00	\$ 67,440.00
Marquette	Studio	120%	\$ 1,808.00 - \$ 1,808.00	=	\$ -	x	1	x	12	x	20	=	\$ -	\$ -
Marquette	1 Bedroom	100%	\$ 2,233.00 - \$ 1,636.00	=	\$ 597.00	x	2	x	12	x	20	=	\$ 286,560.00	\$ 143,280.00
Marquette	1 Bedroom	120%	\$ 2,233.00 - \$ 1,963.00	=	\$ 270.00	x	5	x	12	x	20	=	\$ 324,000.00	\$ 64,800.00
							TOTAL Housing Subsidy		9				\$ 678,000.00	\$ 75,333.33
							Approved BRA TIF Request		9				\$ 678,000.00	\$ 75,333.33

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/11/2025

Consent Agenda - Roll Call Vote **Tourist Park Day-Use Access and Parking Area**

BACKGROUND:

At their regular meeting on September 30, 2024, the Commission approved a resolution accepting a Michigan Land and Water Conservation Fund grant agreement for the development of the Tourist Park Day-Use Access Road and parking. The grant allocates \$250,000 with a match requirement of \$250,000 for a total budget of \$500,000.

Plans have been developed for the construction of a day use roadway into Tourist Park which includes a parking area along with park amenities. Also included in the bid alternates were plans for an overflow parking area along with parking improvements on the camper access roadway. The improvements to the camper access road are necessary, but are outside of the scope of the LWCF grant. This portion of the project was included to leverage economies of scale and scope.

This project was advertised for bids on June 18, 2025 with a bid opening on July 15, 2025. Three contractors responded and the results are summarized below.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bid Alternate #1</u>	<u>Bid Alternate #2</u>	<u>Total</u>
Smith Construction, Inc.	\$400,372.89	\$89,088.55	\$110,054.76	\$599,516.20
Oberstar, Inc.	\$443,901.18	\$91,833.83	\$119,398.27	\$655,133.10
MJ VanDamme	\$433,446.64	\$97,266.19	\$129,854.23	\$660,567.06
Engineer's Estimate	\$448,438.00	\$85,731.00	\$133,255.00	\$667,424.00

FISCAL EFFECT:

The FY '25 budget contained \$500,000 for this project. A budget amendment will be required in the amount of \$189,444.00 to accommodate bid alternate #1, bid alternate #2 and a 15% contingency. Sufficient funds are available in the Tourist Park Fund.

RECOMMENDATION:

Approve the contract with Smith Construction, Inc. for the Tourist Park Day-Use Access and Parking Area project in the amount of \$599,516.20, authorize the City Manager, or her designee, to use a 15% contingency for any unknown circumstances at the discretion of the City Manager, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract
- ▣ Insurance
- ▣ Project Map
- ▣ Bid Tabulation

CITY OF MARQUETTE
CHAPTER 3
CONSTRUCTION CONTRACT

PROJECT NAME: Tourist Park Day-Use Area

PROJECT NUMBER: M50-276, BP#25-05

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 Smith Construction Inc. of, Marquette, MI a Domestic Profit Corporation, holding license number 800021195, 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 August 11, 2025 and the completion date of this project is November 25, 2025. The Contractor shall be penalized in the amount of \$900 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 \$599,516.20, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6

PAYMENTS

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

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

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

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

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

ARTICLE 9

CHANGE ORDERS AND PAYMENT

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

ARTICLE 10

INSURANCE

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

ARTICLE 11

INDEMNIFICATION

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

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

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

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

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 14

ACCESS TO WORK

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

ARTICLE 15

ARBITRATION OF DISPUTES

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

ARTICLE 16

WARRANTY

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

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

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

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

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

ARTICLE 17

FEDERAL-AID CONTRACTS

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

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

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

3. **Solicitation for Subcontracts, including Procurements of Materials and**

Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. **Information and Reports:**

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

5. **Sanctions for Noncompliance:**

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

- a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b) Cancellations, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:**

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

ARTICLE 18

INTEGRATION

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

ARTICLE 19

BINDING AGREEMENT

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

ARTICLE 20

PURCHASING AGENT DESIGNATION AND AUTHORITY

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

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

Signed this _____ day of _____, 20____.

THE CITY OF MARQUETTE

Witness

Jessica Hanley, Mayor
City of Marquette

Witness

Kyle L. Whitney, City Clerk
City of Marquette

Smith Construction, Inc.

Melissa L. Lottman

Witness

[Signature]

By: Wyatt Smith

[Signature]

Witness

Its: Project Manager

Address: 4090 US 41 W Marquette MI 49855

Telephone#: 906 228 7288

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)
07/28/2025

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

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

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 1175 Lombardi Avenue Suite 350 Green Bay WI 54304 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (920) 437-7123	FAX (A/C. No.): (920) 431-6345
INSURED Smith Construction, Inc. 4090 US 41 West Marquette MI 49855-9491 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: St Paul Protective Insurance Company	19224
	INSURER C: Travelers Casualty Ins Co of America	19046
INSURER D: Travelers Property Cas Co of America	25674	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570114605756**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			DTC03X385982C0F25	01/01/2025	01/01/2026	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			8103X3900402526G	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
D	☒ UMBRELLA LIAB	☒ OCCUR		CUP3X4178432526 SIR applies per policy terms & conditions	01/01/2025	01/01/2026	EACH OCCURRENCE	\$10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$10,000,000
	☐ DED ☒ RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3X4148282526G	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$500,000
							E.L. DISEASE-POLICY LIMIT	\$500,000

Certificate No : 570114605756

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

RE: PROJECT #M50-276, BP#25-05 - TOURIST PARK DAY-USE AREA. CITY OF MARQUETTE IS INCLUDED AS ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY, AUTO AND UMBRELLA POLICIES.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MARQUETTE A MICHIGAN MUNICIPAL CORPORATION 300 W BARAGA AVENUE MARQUETTE MI 49855 USA	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 <i>Aon Risk Services Central, Inc.</i>

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TOURIST PARK DAY-USE PRELIMINARY PLAN



General Info

Alt Total: \$211,232.10

Total:

\$655,133.28

Number	Description
BP25-05	The work under this contract consists of constructing HMA roadway, parking lot, and multi-use pathway which includes: earth excavation, tree removal, pavement removal, concrete sidewalk ramp construction, subbase placement, aggregate base placement, HMA paving, gravel shoulder placement, pavement markings and turf restoration. Temporary traffic control devices will also be needed to complete this project.
Deadline	
07/17/2025 09:00 AM EDT	
Vendor	Allows zero unit prices and labor
Oberstar, Inc.	No
Submitted	Allows negative unit prices and labor
07/17/2025 07:49 AM EDT	No
Signed by	
James Perry	
Account Holder James Perry	
Opened	
07/17/2025 09:02 AM EDT	
By mkilpela@marquettemi.gov	

Attachment List

BP25-05 Plans.pdf (28.9 MB) Project Plans
BP25-05 Specifications.pdf (15.8 MB) Project Specifications
Addendum #1.pdf (239 KB) Addendum #1
Addendum #2.pdf (98 KB) Addendum #2

Bidder Signature Page

- 1. In compliance with the City's Invitation to Bid, Bidder hereby proposes to perform all work in accordance with the Plans and Specifications at the unit prices, as submitted herein, for the several parts of this contract.
- 2. The undersigned, as bidder, hereby declares the Proposal is made in good faith, without fraud or collusion with any person or persons bidding on the same contract, that he has read and examined the Advertisement, Invitation to Bid, Information for Bidders, Proposal, General Requirements, Agreement, Forms of Bonds, and Plans and Specifications as prepared by the Engineer, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to conditions to be met in executing this Contract, and the undersigned agrees to furnish all labor, materials, power, transportation and equipment necessary for the construction of the Project.
- 3. If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price. If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.
- 4. Bidder acknowledges receipt of the following Addenda:

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

Addenda acknowledgement *

Addendum 1 dated 7-10-2025

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

1

Addenda acknowledgement *

Addendum 2 dated 7-15-2025

Signature *

James D Perry

Date *

7-17-2025

Title *

Vice President - Operations

Contractor: *

Oberstar, Inc.

Address *

1900 Industrial Pkwy, Marquette, MI 49855-1653

Phone Number *

(906) 226-6799

Schedule of Items - Base Bid

\$443,901.18

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
1077051	Pedestrian Traffic Maintenance	LSUM	1.0000	\$14,000.00	\$14,000.00
1100001	Mobilization, Max \$22,000	LSUM	1.0000	\$22,000.00	\$22,000.00
2010001	Clearing	Acre	0.1000	\$10,000.00	\$1,000.00
2020002	Tree, Rem, 19 inch to 36 inch	Ea	3.0000	\$1,050.00	\$3,150.00
2020004	Tree, Rem, 6 inch to 18 inch	Ea	8.0000	\$850.00	\$6,800.00
2040055	Sidewalk, Rem	Syd	11.0000	\$10.00	\$110.00
2050010	Embankment, CIP	Cyd	369.0000	\$20.00	\$7,380.00
2050016	Excavation, Earth	Cyd	1,448.0000	\$16.00	\$23,168.00
2050018	Excavation, Rock	Cyd	5.0000	\$500.00	\$2,500.00
2080016	Erosion Control, Gravel Access Approach	Ea	1.0000	\$650.00	\$650.00
2080018	Erosion Control, Gravel Filter Berm	Ft	60.0000	\$40.00	\$2,400.00
2080028	Erosion Control, Sand Bag	Ea	100.0000	\$20.00	\$2,000.00
2080036	Erosion Control, Silt Fence	Ft	950.0000	\$4.00	\$3,800.00
2090001	Project Cleanup	LSUM	1.0000	\$10,000.00	\$10,000.00
3010002	Subbase, CIP	Cyd	20.0000	\$25.00	\$500.00
3020020	Aggregate Base, 8 inch	Syd	4,540.0000	\$18.00	\$81,720.00
3020050	Aggregate Base,	Syd	42.0000	\$14.00	\$588.00
Total: \$443,901.18					

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
	Conditioning				
3070108	Shld, Cl I, 6 inch	Syd	673.0000	\$16.00	\$10,768.00
5010005	HMA Surface, Rem	Syd	1,612.0000	\$3.00	\$4,836.00
5012025	HMA, 4EML	Ton	862.0000	\$150.00	\$129,300.00
8030010	Detectable Warning Surface, Modified	Ft	18.0000	\$130.00	\$2,340.00
8030044	Sidewalk, Conc, 4 inch	Sft	210.0000	\$16.00	\$3,360.00
8032002	Curb Ramp, Conc, 6 inch, Modified	Sft	144.0000	\$19.00	\$2,736.00
8070090	Post, Wood Guide	Ea	100.0000	\$160.00	\$16,000.00
8077050	_Wood Bollard, Remove and Reinstall	Ea	178.0000	\$75.00	\$13,350.00
8087050	_Gate, Relocate	Ea	1.0000	\$3,500.00	\$3,500.00
8087050	_Chain Gate	Ea	2.0000	\$850.00	\$1,700.00
8100371	Post, Steel, 3 pound	Ft	80.0000	\$12.00	\$960.00
8100405	Sign, Type IIIB	Sft	14.5000	\$35.00	\$507.50
8110091	Pavt Mrkg, Polyurea, 4 inch, White	Ft	1,378.0000	\$4.00	\$5,512.00
8110094	Pavt Mrkg, Polyurea, 6 inch, White	Ft	248.0000	\$5.00	\$1,240.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	16.0000	\$25.00	\$400.00
8117001	_Pavt Mrkg, Polyurea, 24 inch, Crosswalk	Ft	60.0000	\$25.00	\$1,500.00
					Total: \$443,901.18

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
8117050	_Pavt Mrkg, Polyurea, Accessible Sym	Ea	6.0000	\$150.00	\$900.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	6.0000	\$125.00	\$750.00
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	6.0000	\$1.00	\$6.00
8120100	Dust Palliative, Applied	Ton	2.0000	\$2,600.00	\$5,200.00
8120252	Plastic Drum, Fluorescent, Furn	Ea	20.0000	\$29.00	\$580.00
8120253	Plastic Drum, Fluorescent, Oper	Ea	20.0000	\$1.00	\$20.00
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	86.0000	\$4.00	\$344.00
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	86.0000	\$1.00	\$86.00
8157050	_Red Osier Dogwood #3 size	Ea	4.0000	\$100.00	\$400.00
8157050	_Myrica gale, Sweetgale #3 size	Ea	4.0000	\$100.00	\$400.00
8157050	_Hierochloe hirta, Northern Sweetgrass plug	Ea	4.0000	\$35.00	\$140.00
8160020	Fertilizer, Chemical Nutrient, CI A	Lb	158.0000	\$3.88	\$613.04
8160025	Mulch	Syd	4,341.0000	\$1.74	\$7,553.34
8160042	Seeding, Mixture TUF	Lb	198.0000	\$2.85	\$564.30
8160062	Topsoil Surface,	Syd	4,341.0000	\$9.00	\$39,069.00
					Total: \$443,901.18

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
	Furn, 4 inch, Modified				
8167050	_Bench, Plastic	Ea	1.0000	\$3,500.00	\$3,500.00
8167050	_Picnic Table	Ea	1.0000	\$4,000.00	\$4,000.00
					Total: \$443,901.18

Schedule of Items - Bid Alternate 1

\$91,833.83

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
1100001	Mobilization, Max \$4,000	1.0000	LSUM	\$4,000.00	\$4,000.00
2010001	Clearing	0.3000	Acre	\$10,000.00	\$3,000.00
2050016	Excavation, Earth	444.0000	Cyd	\$16.00	\$7,104.00
2080028	Erosion Control, Sand Bag	20.0000	Ea	\$20.00	\$400.00
2080036	Erosion Control, Silt Fence	125.0000	Ft	\$4.00	\$500.00
3020020	Aggregate Base, 8 inch	1,266.0000	Syd	\$20.00	\$25,320.00
3070108	Shld, Cl I, 6 inch	181.0000	Syd	\$16.00	\$2,896.00
5012025	HMA, 4EML	240.0000	Ton	\$155.00	\$37,200.00
8100371	Post, Steel, 3 pound	20.0000	Ft	\$12.00	\$240.00
8100405	Sign, Type IIIB	3.0000	Sft	\$40.00	\$120.00
8110091	Pavt Mrkg, Polyurea, 4 inch, White	486.0000	Ft	\$4.25	\$2,065.50
8110094	Pavt Mrkg, Polyurea, 6 inch, White	80.0000	Ft	\$6.00	\$480.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	15.0000	Ft	\$25.00	\$375.00
8117001	Pavt Mrkg, Polyurea, 24 inch, Crosswalk	60.0000	Ft	\$25.00	\$1,500.00
8117050	Pavt Mrkg, Polyurea, Accessible Sym	2.0000	Ea	\$175.00	\$350.00
				Alternate Total: \$91,833.83	
				Total: \$91,833.83	

Item Code	Description	Quantity	Units	Unit Price	Extension
8120100	Dust Palliative, Applied	1.0000	Ton	\$2,600.00	\$2,600.00
8160020	Fertilizer, Chemical Nutrient, CI A	11.0000	Lb	\$2.88	\$31.68
8160025	Mulch	305.0000	Syd	\$1.75	\$533.75
8160042	Seeding, Mixture TUF	14.0000	Lb	\$4.85	\$67.90
8160062	Topsoil Surface, Furn, 4 inch, Modified	305.0000	Syd	\$10.00	\$3,050.00
				Alternate Total: \$91,833.83	Total: \$91,833.83

Schedule of Items - Bid Alternate 2

\$119,398.27

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
1077051	_Pedestrian Traffic Maintenance	1.0000	LSUM	\$2,000.00	\$2,000.00
1100001	Mobilization, Max \$7,000	1.0000	LSUM	\$7,000.00	\$7,000.00
2010001	Clearing	0.0200	Acre	\$10,000.00	\$200.00
2020002	Tree, Rem, 19 inch to 36 inch	3.0000	Ea	\$1,050.00	\$3,150.00
2020004	Tree, Rem, 6 inch to 18 inch	2.0000	Ea	\$850.00	\$1,700.00
2050016	Excavation, Earth	631.0000	Cyd	\$16.00	\$10,096.00
2080028	Erosion Control, Sand Bag	20.0000	Ea	\$20.00	\$400.00
2090001	Project Cleanup	1.0000	LSUM	\$2,500.00	\$2,500.00
3020020	Aggregate Base, 8 inch	1,311.0000	Syd	\$16.00	\$20,976.00
3070108	Shld, Cl I, 6 inch	147.0000	Syd	\$14.00	\$2,058.00
5010005	HMA Surface, Rem	40.0000	Syd	\$3.00	\$120.00
5012025	HMA, 4EML	257.0000	Ton	\$150.00	\$38,550.00
8070090	Post, Wood Guide	20.0000	Ea	\$160.00	\$3,200.00
8077050	_Wood Bollard, Remove and Reinstall	86.0000	Ea	\$75.00	\$6,450.00
8087050	_Chain Gate	2.0000	Ea	\$850.00	\$1,700.00
8100371	Post, Steel, 3 pound	30.0000	Ft	\$12.00	\$360.00
				Alternate Total: \$119,398.27 Total: \$119,398.27	

Item Code	Description	Quantity	Units	Unit Price	Extension
8100405	Sign, Type IIIB	5.0000	Sft	\$40.00	\$200.00
8110091	Pavt Mrkg, Polyurea, 4 inch, White	690.0000	Ft	\$3.50	\$2,415.00
8110094	Pavt Mrkg, Polyurea, 6 inch, White	772.0000	Ft	\$4.95	\$3,821.40
8117050	_Pavt Mrkg, Polyurea, Accessible Sym	3.0000	Ea	\$150.00	\$450.00
8120100	Dust Palliative, Applied	1.0000	Ton	\$2,600.00	\$2,600.00
8120252	Plastic Drum, Fluorescent, Furn	45.0000	Ea	\$29.00	\$1,305.00
8120253	Plastic Drum, Fluorescent, Oper	45.0000	Ea	\$1.00	\$45.00
8120350	Sign, Type B, Temp, Prismatic, Furn	32.0000	Sft	\$4.00	\$128.00
8120351	Sign, Type B, Temp, Prismatic, Oper	32.0000	Sft	\$1.00	\$32.00
8157050	_Red Osier Dogwood #3 size	6.0000	Ea	\$100.00	\$600.00
8157050	_Myrica gale, Sweetgale #3 size	12.0000	Ea	\$100.00	\$1,200.00
8157050	_Hierochloa hirta, Northern Sweetgrass plug	12.0000	Ea	\$35.00	\$420.00
8160020	Fertilizer, Chemical Nutrient, CI A	14.0000	Lb	\$2.88	\$40.32
8160025	Mulch	391.0000	Syd	\$1.75	\$684.25
8160042	Seeding, Mixture TUF	18.0000	Lb	\$4.85	\$87.30
				Alternate Total:	\$119,398.27
				Total:	\$119,398.27

Item Code	Description	Quantity	Units	Unit Price	Extension
8160062	Topsoil Surface, Furn, 4 inch, Modified	391.0000	Syd	\$10.00	\$3,910.00
8237050	_Water Service, Cut and Cap	1.0000	Ea	\$1,000.00	\$1,000.00
				Alternate Total: \$119,398.27	Total: \$119,398.27

Bid Surety Upload

Name	Omission Terms	Submitted File
Bid Surety Upload a copy of your paper bid bond or cashier's check.	I have submitted cash as my bid surety.	Bid Bond.pdf
1 Required Document		

General Info
Alt Total: \$227,120.42

Total:
\$660,567.06

Number	Description
BP25-05	The work under this contract consists of constructing HMA roadway, parking lot, and multi-use pathway which includes: earth excavation, tree removal, pavement removal, concrete sidewalk ramp construction, subbase placement, aggregate base placement, HMA paving, gravel shoulder placement, pavement markings and turf restoration. Temporary traffic control devices will also be needed to complete this project.
Deadline	
07/17/2025 09:00 AM EDT	
Vendor	
MJ VanDamme Inc.	
Submitted	Allows zero unit prices and labor
07/17/2025 08:39 AM EDT	No
Signed by	Allows negative unit prices and labor
Pete Ryyananen	No
Account Holder Pete Ryyananen	
Opened	
07/17/2025 09:02 AM EDT	
By mkilpela@marquettemi.gov	

Attachment List

BP25-05 Plans.pdf (28.9 MB) Project Plans
BP25-05 Specifications.pdf (15.8 MB) Project Specifications
Addendum #1.pdf (239 KB) Addendum #1
Addendum #2.pdf (98 KB) Addendum #2

Bidder Signature Page

1. In compliance with the City's Invitation to Bid, Bidder hereby proposes to perform all work in accordance with the Plans and Specifications at the unit prices, as submitted herein, for the several parts of this contract.
2. The undersigned, as bidder, hereby declares the Proposal is made in good faith, without fraud or collusion with any person or persons bidding on the same contract, that he has read and examined the Advertisement, Invitation to Bid, Information for Bidders, Proposal, General Requirements, Agreement, Forms of Bonds, and Plans and Specifications as prepared by the Engineer, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to conditions to be met in executing this Contract, and the undersigned agrees to furnish all labor, materials, power, transportation and equipment necessary for the construction of the Project.
3. If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price. If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.
4. Bidder acknowledges receipt of the following Addenda:

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

Addenda acknowledgement *

#1 7/10/25 + #2 7/15/25

Signature *

Pete Ryynanen

Date *

7/17/25

Title *

Project Manager

Contractor: *

MJ VanDamme Inc.

Address *

301 Ave. A, Gwinn, MI 49841

Phone Number *

(906) 346-2641

Schedule of Items - Base Bid

\$433,446.64

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
1077051	Pedestrian Traffic Maintenance	LSUM	1.0000	\$4,481.00	\$4,481.00
1100001	Mobilization, Max \$22,000	LSUM	1.0000	\$22,000.00	\$22,000.00
2010001	Clearing	Acre	0.1000	\$75,000.00	\$7,500.00
2020002	Tree, Rem, 19 inch to 36 inch	Ea	3.0000	\$1,000.00	\$3,000.00
2020004	Tree, Rem, 6 inch to 18 inch	Ea	8.0000	\$650.00	\$5,200.00
2040055	Sidewalk, Rem	Syd	11.0000	\$19.50	\$214.50
2050010	Embankment, CIP	Cyd	369.0000	\$37.00	\$13,653.00
2050016	Excavation, Earth	Cyd	1,448.0000	\$26.00	\$37,648.00
2050018	Excavation, Rock	Cyd	5.0000	\$400.00	\$2,000.00
2080016	Erosion Control, Gravel Access Approach	Ea	1.0000	\$3,770.00	\$3,770.00
2080018	Erosion Control, Gravel Filter Berm	Ft	60.0000	\$36.10	\$2,166.00
2080028	Erosion Control, Sand Bag	Ea	100.0000	\$19.23	\$1,923.00
2080036	Erosion Control, Silt Fence	Ft	950.0000	\$3.00	\$2,850.00
2090001	Project Cleanup	LSUM	1.0000	\$5,135.00	\$5,135.00
3010002	Subbase, CIP	Cyd	20.0000	\$52.28	\$1,045.60
3020020	Aggregate Base, 8 inch	Syd	4,540.0000	\$14.00	\$63,560.00
3020050	Aggregate Base,	Syd	42.0000	\$18.34	\$770.28
					Total: \$433,446.64

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
	Conditioning				
3070108	Shld, Cl I, 6 inch	Syd	673.0000	\$21.00	\$14,133.00
5010005	HMA Surface, Rem	Syd	1,612.0000	\$3.20	\$5,158.40
5012025	HMA, 4EML	Ton	862.0000	\$153.54	\$132,351.48
8030010	Detectable Warning Surface, Modified	Ft	18.0000	\$135.48	\$2,438.64
8030044	Sidewalk, Conc, 4 inch	Sft	210.0000	\$18.93	\$3,975.30
8032002	Curb Ramp, Conc, 6 inch, Modified	Sft	144.0000	\$21.03	\$3,028.32
8070090	Post, Wood Guide	Ea	100.0000	\$166.30	\$16,630.00
8077050	_Wood Bollard, Remove and Reinstall	Ea	178.0000	\$56.15	\$9,994.70
8087050	_Gate, Relocate	Ea	1.0000	\$545.00	\$545.00
8087050	_Chain Gate	Ea	2.0000	\$1,480.00	\$2,960.00
8100371	Post, Steel, 3 pound	Ft	80.0000	\$12.60	\$1,008.00
8100405	Sign, Type IIIB	Sft	14.5000	\$15.23	\$220.84
8110091	Pavt Mrkg, Polyurea, 4 inch, White	Ft	1,378.0000	\$4.50	\$6,201.00
8110094	Pavt Mrkg, Polyurea, 6 inch, White	Ft	248.0000	\$5.25	\$1,302.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	16.0000	\$26.25	\$420.00
8117001	_Pavt Mrkg, Polyurea, 24 inch, Crosswalk	Ft	60.0000	\$26.25	\$1,575.00
					Total: \$433,446.64

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
8117050	_Pavt Mrkg, Polyurea, Accessible Sym	Ea	6.0000	\$157.50	\$945.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	6.0000	\$131.25	\$787.50
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	6.0000	\$1.05	\$6.30
8120100	Dust Palliative, Applied	Ton	2.0000	\$2,000.00	\$4,000.00
8120252	Plastic Drum, Fluorescent, Furn	Ea	20.0000	\$30.45	\$609.00
8120253	Plastic Drum, Fluorescent, Oper	Ea	20.0000	\$1.05	\$21.00
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	86.0000	\$4.20	\$361.20
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	86.0000	\$1.05	\$90.30
8157050	_Red Osier Dogwood #3 size	Ea	4.0000	\$105.00	\$420.00
8157050	_Myrica gale, Sweetgale #3 size	Ea	4.0000	\$105.00	\$420.00
8157050	_Hierochloe hirta, Northern Sweetgrass plug	Ea	4.0000	\$36.75	\$147.00
8160020	Fertilizer, Chemical Nutrient, CI A	Lb	158.0000	\$4.08	\$644.64
8160025	Mulch	Syd	4,341.0000	\$1.88	\$8,161.08
8160042	Seeding, Mixture TUF	Lb	198.0000	\$3.00	\$594.00
8160062	Topsoil Surface,	Syd	4,341.0000	\$7.16	\$31,081.56
					Total: \$433,446.64

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
	Furn, 4 inch, Modified				
8167050	_Bench, Plastic	Ea	1.0000	\$3,150.00	\$3,150.00
8167050	_Picnic Table	Ea	1.0000	\$3,150.00	\$3,150.00
					Total: \$433,446.64

Schedule of Items - Bid Alternate 1

\$97,266.19

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
1100001	Mobilization, Max \$4,000	1.0000	LSUM	\$4,000.00	\$4,000.00
2010001	Clearing	0.3000	Acre	\$25,600.00	\$7,680.00
2050016	Excavation, Earth	444.0000	Cyd	\$29.12	\$12,929.28
2080028	Erosion Control, Sand Bag	20.0000	Ea	\$19.68	\$393.60
2080036	Erosion Control, Silt Fence	125.0000	Ft	\$2.90	\$362.50
3020020	Aggregate Base, 8 inch	1,266.0000	Syd	\$14.46	\$18,306.36
3070108	Shld, Cl I, 6 inch	181.0000	Syd	\$23.42	\$4,239.02
5012025	HMA, 4EML	240.0000	Ton	\$153.54	\$36,849.60
8100371	Post, Steel, 3 pound	20.0000	Ft	\$12.60	\$252.00
8100405	Sign, Type IIIB	3.0000	Sft	\$42.00	\$126.00
8110091	Pavt Mrkg, Polyurea, 4 inch, White	486.0000	Ft	\$4.75	\$2,308.50
8110094	Pavt Mrkg, Polyurea, 6 inch, White	80.0000	Ft	\$6.30	\$504.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	15.0000	Ft	\$26.25	\$393.75
8117001	Pavt Mrkg, Polyurea, 24 inch, Crosswalk	60.0000	Ft	\$26.25	\$1,575.00
8117050	Pavt Mrkg, Polyurea, Accessible Sym	2.0000	Ea	\$185.50	\$371.00
				Alternate Total: \$97,266.19	
				Total: \$97,266.19	

Item Code	Description	Quantity	Units	Unit Price	Extension
8120100	Dust Palliative, Applied	1.0000	Ton	\$2,000.00	\$2,000.00
8160020	Fertilizer, Chemical Nutrient, CI A	11.0000	Lb	\$3.03	\$33.33
8160025	Mulch	305.0000	Syd	\$1.84	\$561.20
8160042	Seeding, Mixture TUF	14.0000	Lb	\$5.10	\$71.40
8160062	Topsoil Surface, Furn, 4 inch, Modified	305.0000	Syd	\$14.13	\$4,309.65
				Alternate Total: \$97,266.19	Total: \$97,266.19

Schedule of Items - Bid Alternate 2

\$129,854.23

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
1077051	_Pedestrian Traffic Maintenance	1.0000	LSUM	\$3,070.00	\$3,070.00
1100001	Mobilization, Max \$7,000	1.0000	LSUM	\$7,000.00	\$7,000.00
2010001	Clearing	0.0200	Acre	\$110,000.00	\$2,200.00
2020002	Tree, Rem, 19 inch to 36 inch	3.0000	Ea	\$1,000.00	\$3,000.00
2020004	Tree, Rem, 6 inch to 18 inch	2.0000	Ea	\$500.00	\$1,000.00
2050016	Excavation, Earth	631.0000	Cyd	\$26.71	\$16,854.01
2080028	Erosion Control, Sand Bag	20.0000	Ea	\$19.68	\$393.60
2090001	Project Cleanup	1.0000	LSUM	\$1,932.00	\$1,932.00
3020020	Aggregate Base, 8 inch	1,311.0000	Syd	\$14.11	\$18,498.21
3070108	Shld, Cl I, 6 inch	147.0000	Syd	\$26.42	\$3,883.74
5010005	HMA Surface, Rem	40.0000	Syd	\$23.19	\$927.60
5012025	HMA, 4EML	257.0000	Ton	\$153.54	\$39,459.78
8070090	Post, Wood Guide	20.0000	Ea	\$166.30	\$3,326.00
8077050	_Wood Bollard, Remove and Reinstall	86.0000	Ea	\$56.15	\$4,828.90
8087050	_Chain Gate	2.0000	Ea	\$545.00	\$1,090.00
8100371	Post, Steel, 3 pound	30.0000	Ft	\$12.60	\$378.00
				Alternate Total: \$129,854.23 Total: \$129,854.23	

Item Code	Description	Quantity	Units	Unit Price	Extension
8100405	Sign, Type IIIB	5.0000	Sft	\$42.00	\$210.00
8110091	Pavt Mrkg, Polyurea, 4 inch, White	690.0000	Ft	\$3.68	\$2,539.20
8110094	Pavt Mrkg, Polyurea, 6 inch, White	772.0000	Ft	\$5.20	\$4,014.40
8117050	_Pavt Mrkg, Polyurea, Accessible Sym	3.0000	Ea	\$157.50	\$472.50
8120100	Dust Palliative, Applied	1.0000	Ton	\$2,000.00	\$2,000.00
8120252	Plastic Drum, Fluorescent, Furn	45.0000	Ea	\$30.45	\$1,370.25
8120253	Plastic Drum, Fluorescent, Oper	45.0000	Ea	\$1.05	\$47.25
8120350	Sign, Type B, Temp, Prismatic, Furn	32.0000	Sft	\$4.20	\$134.40
8120351	Sign, Type B, Temp, Prismatic, Oper	32.0000	Sft	\$1.05	\$33.60
8157050	_Red Osier Dogwood #3 size	6.0000	Ea	\$36.75	\$220.50
8157050	_Myrica gale, Sweetgale #3 size	12.0000	Ea	\$105.00	\$1,260.00
8157050	_Hierochloa hirta, Northern Sweetgrass plug	12.0000	Ea	\$105.00	\$1,260.00
8160020	Fertilizer, Chemical Nutrient, CI A	14.0000	Lb	\$3.03	\$42.42
8160025	Mulch	391.0000	Syd	\$1.84	\$719.44
8160042	Seeding, Mixture TUF	18.0000	Lb	\$5.10	\$91.80
				Alternate Total: \$129,854.23 Total: \$129,854.23	

Item Code	Description	Quantity	Units	Unit Price	Extension
8160062	Topsoil Surface, Furn, 4 inch, Modified	391.0000	Syd	\$13.93	\$5,446.63
8237050	_Water Service, Cut and Cap	1.0000	Ea	\$2,150.00	\$2,150.00
				Alternate Total: \$129,854.23	Total: \$129,854.23

Bid Surety Upload

Name	Omission Terms	Submitted File
Bid Surety Upload a copy of your paper bid bond or cashier's check.	I have submitted cash as my bid surety.	20250717080523.pdf
1 Required Document		

General Info
Alt Total: \$199,143.31

Total:
\$599,516.20

Number	Description
BP25-05	The work under this contract consists of constructing HMA roadway, parking lot, and multi-use pathway which includes: earth excavation, tree removal, pavement removal, concrete sidewalk ramp construction, subbase placement, aggregate base placement, HMA paving, gravel shoulder placement, pavement markings and turf restoration. Temporary traffic control devices will also be needed to complete this project.
Deadline	
07/17/2025 09:00 AM EDT	
Vendor	
Smith Construction, Inc	
Submitted	Allows zero unit prices and labor
07/17/2025 08:49 AM EDT	No
Signed by	Allows negative unit prices and labor
John Daavettila	No
Account Holder John Daavettila	
Opened	
07/17/2025 09:02 AM EDT	
By mkilpela@marquettemi.gov	

Attachment List

BP25-05 Plans.pdf (28.9 MB) Project Plans
BP25-05 Specifications.pdf (15.8 MB) Project Specifications
Addendum #1.pdf (239 KB) Addendum #1
Addendum #2.pdf (98 KB) Addendum #2

Bidder Signature Page

1. In compliance with the City's Invitation to Bid, Bidder hereby proposes to perform all work in accordance with the Plans and Specifications at the unit prices, as submitted herein, for the several parts of this contract.
2. The undersigned, as bidder, hereby declares the Proposal is made in good faith, without fraud or collusion with any person or persons bidding on the same contract, that he has read and examined the Advertisement, Invitation to Bid, Information for Bidders, Proposal, General Requirements, Agreement, Forms of Bonds, and Plans and Specifications as prepared by the Engineer, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to conditions to be met in executing this Contract, and the undersigned agrees to furnish all labor, materials, power, transportation and equipment necessary for the construction of the Project.
3. If the proposal establishes a maximum price for any of the following work items, and if you bid a price higher than that maximum price, your bid will be considered to have quoted the maximum price and your bid total will be adjusted to reflect that maximum price. If your bid is the lowest accepted bid, and if you refuse to accept the award of the contract due to the change in what you quoted as a maximum or specified price, you will forfeit your proposal guaranty.
4. Bidder acknowledges receipt of the following Addenda:

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

Addenda acknowledgement *

Addenda No. 1 - July 10, 2025

Acknowledge any addenda which have been issued by listing their number at date of issue below. If multiple addenda have been issued use the (+) to add additional fields. If an addendum has not been issued enter "N/A".

1

Addenda acknowledgement *

Addenda No. 2 - July 15, 2025

Signature *

John Daavettila

Date *

7/16/2025

Title *

Estimator

Contractor: *

Smith Construction, Inc

Address *

4090 US Highway 41 W, Marquette, MI 49855-9491

Phone Number *

(906) 228-7285

Schedule of Items - Base Bid

\$400,372.89

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
1077051	Pedestrian Traffic Maintenance	LSUM	1.0000	\$10,000.00	\$10,000.00
1100001	Mobilization, Max \$22,000	LSUM	1.0000	\$22,000.00	\$22,000.00
2010001	Clearing	Acre	0.1000	\$30,000.00	\$3,000.00
2020002	Tree, Rem, 19 inch to 36 inch	Ea	3.0000	\$1,250.00	\$3,750.00
2020004	Tree, Rem, 6 inch to 18 inch	Ea	8.0000	\$900.00	\$7,200.00
2040055	Sidewalk, Rem	Syd	11.0000	\$20.00	\$220.00
2050010	Embankment, CIP	Cyd	369.0000	\$9.75	\$3,597.75
2050016	Excavation, Earth	Cyd	1,448.0000	\$17.50	\$25,340.00
2050018	Excavation, Rock	Cyd	5.0000	\$500.00	\$2,500.00
2080016	Erosion Control, Gravel Access Approach	Ea	1.0000	\$500.00	\$500.00
2080018	Erosion Control, Gravel Filter Berm	Ft	60.0000	\$10.00	\$600.00
2080028	Erosion Control, Sand Bag	Ea	100.0000	\$25.00	\$2,500.00
2080036	Erosion Control, Silt Fence	Ft	950.0000	\$3.25	\$3,087.50
2090001	Project Cleanup	LSUM	1.0000	\$2,500.00	\$2,500.00
3010002	Subbase, CIP	Cyd	20.0000	\$30.00	\$600.00
3020020	Aggregate Base, 8 inch	Syd	4,540.0000	\$14.25	\$64,695.00
3020050	Aggregate Base,	Syd	42.0000	\$8.00	\$336.00
					Total: \$400,372.89

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
	Conditioning				
3070108	Shld, Cl I, 6 inch	Syd	673.0000	\$12.00	\$8,076.00
5010005	HMA Surface, Rem	Syd	1,612.0000	\$3.50	\$5,642.00
5012025	HMA, 4EML	Ton	862.0000	\$156.20	\$134,644.40
8030010	Detectable Warning Surface, Modified	Ft	18.0000	\$100.00	\$1,800.00
8030044	Sidewalk, Conc, 4 inch	Sft	210.0000	\$20.00	\$4,200.00
8032002	Curb Ramp, Conc, 6 inch, Modified	Sft	144.0000	\$30.00	\$4,320.00
8070090	Post, Wood Guide	Ea	100.0000	\$100.00	\$10,000.00
8077050	_Wood Bollard, Remove and Reinstall	Ea	178.0000	\$80.00	\$14,240.00
8087050	_Gate, Relocate	Ea	1.0000	\$5,000.00	\$5,000.00
8087050	_Chain Gate	Ea	2.0000	\$300.00	\$600.00
8100371	Post, Steel, 3 pound	Ft	80.0000	\$11.00	\$880.00
8100405	Sign, Type IIIB	Sft	14.5000	\$64.50	\$935.25
8110091	Pavt Mrkg, Polyurea, 4 inch, White	Ft	1,378.0000	\$4.40	\$6,063.20
8110094	Pavt Mrkg, Polyurea, 6 inch, White	Ft	248.0000	\$5.50	\$1,364.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	16.0000	\$27.50	\$440.00
8117001	_Pavt Mrkg, Polyurea, 24 inch, Crosswalk	Ft	60.0000	\$27.50	\$1,650.00
					Total: \$400,372.89

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
8117050	_Pavt Mrkg, Polyurea, Accessible Sym	Ea	6.0000	\$165.00	\$990.00
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	6.0000	\$150.00	\$900.00
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	6.0000	\$25.00	\$150.00
8120100	Dust Palliative, Applied	Ton	2.0000	\$100.00	\$200.00
8120252	Plastic Drum, Fluorescent, Furn	Ea	20.0000	\$30.00	\$600.00
8120253	Plastic Drum, Fluorescent, Oper	Ea	20.0000	\$5.00	\$100.00
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	86.0000	\$7.00	\$602.00
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	86.0000	\$2.00	\$172.00
8157050	_Red Osier Dogwood #3 size	Ea	4.0000	\$38.50	\$154.00
8157050	_Myrica gale, Sweetgale #3 size	Ea	4.0000	\$110.00	\$440.00
8157050	_Hierochloe hirta, Northern Sweetgrass plug	Ea	4.0000	\$110.00	\$440.00
8160020	Fertilizer, Chemical Nutrient, CI A	Lb	158.0000	\$4.27	\$674.66
8160025	Mulch	Syd	4,341.0000	\$1.91	\$8,291.31
8160042	Seeding, Mixture TUF	Lb	198.0000	\$3.14	\$621.72
8160062	Topsoil Surface,	Syd	4,341.0000	\$6.10	\$26,480.10
					Total: \$400,372.89

Pay Item Code	Description	Units	Quantity	Unit Price	Extension
	Furn, 4 inch, Modified				
8167050	_Bench, Plastic	Ea	1.0000	\$3,485.00	\$3,485.00
8167050	_Picnic Table	Ea	1.0000	\$3,791.00	\$3,791.00
					Total: \$400,372.89

Schedule of Items - Bid Alternate 1

\$89,088.55

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
1100001	Mobilization, Max \$4,000	1.0000	LSUM	\$2,000.00	\$2,000.00
2010001	Clearing	0.3000	Acre	\$40,000.00	\$12,000.00
2050016	Excavation, Earth	444.0000	Cyd	\$17.50	\$7,770.00
2080028	Erosion Control, Sand Bag	20.0000	Ea	\$25.00	\$500.00
2080036	Erosion Control, Silt Fence	125.0000	Ft	\$3.00	\$375.00
3020020	Aggregate Base, 8 inch	1,266.0000	Syd	\$14.25	\$18,040.50
3070108	Shld, Cl I, 6 inch	181.0000	Syd	\$12.00	\$2,172.00
5012025	HMA, 4EML	240.0000	Ton	\$156.20	\$37,488.00
8100371	Post, Steel, 3 pound	20.0000	Ft	\$11.00	\$220.00
8100405	Sign, Type IIIB	3.0000	Sft	\$64.50	\$193.50
8110091	Pavt Mrkg, Polyurea, 4 inch, White	486.0000	Ft	\$4.68	\$2,274.48
8110094	Pavt Mrkg, Polyurea, 6 inch, White	80.0000	Ft	\$6.60	\$528.00
8110114	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	15.0000	Ft	\$27.50	\$412.50
8117001	Pavt Mrkg, Polyurea, 24 inch, Crosswalk	60.0000	Ft	\$27.50	\$1,650.00
8117050	Pavt Mrkg, Polyurea, Accessible Sym	2.0000	Ea	\$192.50	\$385.00
				Alternate Total: \$89,088.55	
				Total: \$89,088.55	

Item Code	Description	Quantity	Units	Unit Price	Extension
8120100	Dust Palliative, Applied	1.0000	Ton	\$500.00	\$500.00
8160020	Fertilizer, Chemical Nutrient, CI A	11.0000	Lb	\$3.17	\$34.87
8160025	Mulch	305.0000	Syd	\$2.00	\$610.00
8160042	Seeding, Mixture TUF	14.0000	Lb	\$5.30	\$74.20
8160062	Topsoil Surface, Furn, 4 inch, Modified	305.0000	Syd	\$6.10	\$1,860.50
				Alternate Total: \$89,088.55 Total: \$89,088.55	

Schedule of Items - Bid Alternate 2

\$110,054.76

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternate: Owner-agency may award independently from entire bid.					
1077051	_Pedestrian Traffic Maintenance	1.0000	LSUM	\$1,000.00	\$1,000.00
1100001	Mobilization, Max \$7,000	1.0000	LSUM	\$3,000.00	\$3,000.00
2010001	Clearing	0.0200	Acre	\$40,000.00	\$800.00
2020002	Tree, Rem, 19 inch to 36 inch	3.0000	Ea	\$1,250.00	\$3,750.00
2020004	Tree, Rem, 6 inch to 18 inch	2.0000	Ea	\$900.00	\$1,800.00
2050016	Excavation, Earth	631.0000	Cyd	\$15.00	\$9,465.00
2080028	Erosion Control, Sand Bag	20.0000	Ea	\$25.00	\$500.00
2090001	Project Cleanup	1.0000	LSUM	\$1,000.00	\$1,000.00
3020020	Aggregate Base, 8 inch	1,311.0000	Syd	\$14.25	\$18,681.75
3070108	Shld, Cl I, 6 inch	147.0000	Syd	\$12.00	\$1,764.00
5010005	HMA Surface, Rem	40.0000	Syd	\$40.00	\$1,600.00
5012025	HMA, 4EML	257.0000	Ton	\$156.20	\$40,143.40
8070090	Post, Wood Guide	20.0000	Ea	\$100.00	\$2,000.00
8077050	_Wood Bollard, Remove and Reinstall	86.0000	Ea	\$80.00	\$6,880.00
8087050	_Chain Gate	2.0000	Ea	\$300.00	\$600.00
8100371	Post, Steel, 3 pound	30.0000	Ft	\$11.00	\$330.00
				Alternate Total: \$110,054.76	
				Total: \$110,054.76	

Item Code	Description	Quantity	Units	Unit Price	Extension
8100405	Sign, Type IIIB	5.0000	Sft	\$64.50	\$322.50
8110091	Pavt Mrkg, Polyurea, 4 inch, White	690.0000	Ft	\$3.85	\$2,656.50
8110094	Pavt Mrkg, Polyurea, 6 inch, White	772.0000	Ft	\$5.45	\$4,207.40
8117050	_Pavt Mrkg, Polyurea, Accessible Sym	3.0000	Ea	\$165.00	\$495.00
8120100	Dust Palliative, Applied	1.0000	Ton	\$500.00	\$500.00
8120252	Plastic Drum, Fluorescent, Furn	45.0000	Ea	\$30.00	\$1,350.00
8120253	Plastic Drum, Fluorescent, Oper	45.0000	Ea	\$5.00	\$225.00
8120350	Sign, Type B, Temp, Prismatic, Furn	32.0000	Sft	\$7.00	\$224.00
8120351	Sign, Type B, Temp, Prismatic, Oper	32.0000	Sft	\$2.00	\$64.00
8157050	_Red Osier Dogwood #3 size	6.0000	Ea	\$110.00	\$660.00
8157050	_Myrica gale, Sweetgale #3 size	12.0000	Ea	\$110.00	\$1,320.00
8157050	_Hierochloa hirta, Northern Sweetgrass plug	12.0000	Ea	\$39.00	\$468.00
8160020	Fertilizer, Chemical Nutrient, CI A	14.0000	Lb	\$4.27	\$59.78
8160025	Mulch	391.0000	Syd	\$1.91	\$746.81
8160042	Seeding, Mixture TUF	18.0000	Lb	\$3.14	\$56.52
				Alternate Total: \$110,054.76	Total: \$110,054.76

Item Code	Description	Quantity	Units	Unit Price	Extension
8160062	Topsoil Surface, Furn, 4 inch, Modified	391.0000	Syd	\$6.10	\$2,385.10
8237050	_Water Service, Cut and Cap	1.0000	Ea	\$1,000.00	\$1,000.00
				Alternate Total: \$110,054.76 Total: \$110,054.76	

Bid Surety Upload

Name	Omission Terms	Submitted File
Bid Surety Upload a copy of your paper bid bond or cashier's check.	I have submitted cash as my bid surety.	Bid Bond Tourist Park.pdf
1 Required Document		

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/11/2025

New Business **DDA Revenue Sharing Agreement**

BACKGROUND:

At the March 11, 2024 regular City Commission meeting, the City Commission approved an extension of the Downtown Development Authority (DDA) Tax Increment Financing (TIF) Plan to match the existing DDA district encompassing Third Street. The DDA had originally requested an extension to 2054, the maximum allowed under law, but during the course of discussion the City Commission amended this expiration date to 2036 to match the existing TIF plan expiration. In their approving motion, the City Commission directed City staff to work with DDA staff and to bring back a plan to the City Commission to amend and extend the TIF plan to 2054 with a significant portion of the discussion revolving around working out a revenue sharing agreement that could be adopted simultaneously to balance the financial needs of the City with the long term viability and objectives of the DDA.

City and DDA staff have negotiated a recommended revenue sharing agreement that both parties feel reflects the intent of this discussion and motion. The proposed agreement provides the City with 5% of the DDA's gross TIF revenues up to 2054 in five-year contract increments. The City Commission is contractually obligated to revisit this agreement on a five-year basis to either unilaterally extend it under the same terms or to direct the City Manager to negotiate any pertinent modifications to the Agreement with the DDA board.

According to the DDA Operations Director, 5% of revenue sharing is estimated at \$63,000 for the first year of the agreement. Since Prop A was adopted in Michigan in 1994, the average rate of taxable property value growth in Michigan has been 3.1% per year. Projecting that average over the life of this agreement and conservatively assuming no other significant growth, the total value of this agreement is estimated at \$2,893,580, with an estimated share of \$148,110 in the final year.

This agreement is presented in conjunction with the Public Hearing for TIF Plan #5 and should only be approved if the TIF plan is approved.

FISCAL EFFECT:

The City will realize 5% of the DDA's annual gross tax increment financing revenue on a yearly basis. The amount of this is estimated to be approximately \$63,000 for the first year of the agreement.

RECOMMENDATION:

Approve the Revenue Sharing Agreement with the Marquette Downtown Development Authority,

and authorize the Mayor and City Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 3.11.24 Minutes
- ▣ Agreement



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, March 11, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Mayer

Mayor Pro Tem Jessica Hanley moved to excuse Commissioner Cody Mayer due to personal reasons, seconded by Commissioner Jerney Ottaway and Carried Unanimously

Approval of the Agenda

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

Announcements

Mayor Davis had no announcements.

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

Margaret Brumm invited the public to an event that will be held in the lower harbor, commemorating the beginning of the Covid-19 pandemic four years ago. She then advocated for the city to plant clover, rather than grass.

Public Hearing(s)

1. Downtown Development Authority TIF Plan - Roll Call Vote

Mayor Davis opened the public hearing, inviting comment from interested members of the audience.

Jen Tucker provided support for the recommendation to approve the TIF and she praised the DDA. She said that 30 years may seem like a long time, but it's really not. She said this is about the future of the district, and the City.

Nichole Durley-Rust supported the plan, and talked about downtown statistics and district needs. She highlighted the increased traffic to the downtown.

Geraldine Nault talked about the City's budget concerns. She said she lives on a fixed income, and this TIF seems like a subsidy for the DDA, but no one is

subsidizing her budget. She said the length of a 30-year TIF concerns her. Wes Pernsteiner spoke about the DDA's role in the increased vibrancy of the downtown area. He said the current TIF plan has diverted some DDA revenue away from the areas around Washington and Spring streets and into the Third Street corridor. He said that isn't equitable in the long-term and a failure to extend the TIF along Third Street would be an indication of the City's priorities. Margaret Brumm commented about the cleanliness of DDA streets, which she said could be better, and spoke about the cost of items at the farmers market. She recommended the City Commission postpone a decision on this item. Sheryl Feldman spoke about home ownership. She said she wouldn't mind extending the TIF district for a year or two, and said she thinks too much focus is placed on tourism. Libby Nelson, representing The Bodega, said the restaurant's support system is local residents, not tourists. She said tourists may not live here and may not contribute to the community year-round, but that they do provide an environment that supports the locals, including the staff at The Bodega. Fred Stonehouse said 30 years is a long time and said there is no direct connection between a tourist visiting the city and the budget of the city. Meagen Morrison expressed support for the TIF plan. She said she is a homeowner in Marquette and that she chooses to live in the city in part due to the vibrant downtown. Erica Smith said she recently closed her shop on Washington Street and said that it is clear that the Third Street corridor gets neglected, when compared to Washington. She said she supports the TIF extension. Janelle Buttery, representing Kognisjon Bryggeri, voiced support for the TIF. She said their business is focused on the locals, the residents and the community, and the tourism is a bonus.

With no one else looking to comment, Mayor Davis closed the public hearing. Commissioner Jerney Ottaway moved to approve the Downtown Development Authority TIF Plan #4 with a term ending in 2036; waive the development area citizens council requirement; direct the creation of an ad hoc committee to include City Commissioners and DDA board members, as well as City and DDA staff, to develop a revenue sharing plan prior to amending and extending the current TIF plan to 2054; and to direct the Mayor and Clerk to sign the resolution. Commissioner Paul Schloegel seconded the motion. Discussion ensued, with commissioners praising the work of the DDA and talking about the best way to facilitate an equitable TIF structure that supports the entirety of the district, while also finding a balance between the growth of the DDA and the long-term budgetary needs of the City. Commissioners noted that much of the original TIF was established more than 30 years ago, meaning that the amount of tax revenue received by the City for the existing TIF district has remained unchanged for decades. Commissioners discussed options that could help the City's general fund to realize some revenue from the area without undermining the DDA's tax capture. Following discussion, Commissioner Jennifer Smith made a motion to amend the motion on the floor to read as follows: Approve the Downtown Development Authority TIF Plan #4, however with a term ending in 2036 to match the existing timeline of the plan approved in 2010, and to further waive the development area

citizens council requirement and direct city staff to work with DDA staff and to bring back a plan to the city commission to amend and extend the TIF plan to 2054, and to direct the Mayor and City Clerk to sign the resolution.

Commissioner Paul Schloegel seconded the motion to amend, which carried unanimously.

The commission then voted on the amended motion, which carried unanimously by roll call vote.

2. Consent Agenda

Commissioner Michael Larson moved to Approve the Consent Agenda as written, seconded by Commissioner Paul Schloegel and Carried Unanimously.

2.a. Approve the minutes of the February 20, 2024 regular Commission meeting

2.b. Approve the total bills payable in the amount of \$2,980,512.56

2.c. Carden Circus - Special Event Permit

2.d. Door and Glass Purchase

2.e. KBIC Funding for the Hospitality House of the Upper Peninsula, Inc.

2.f. KBIC Funding for the Marquette City Fire Department

2.g. KBIC Funding for the U.P. Children's Museum

2.h. Marquette Beautification and Restoration Committee, Inc. Petunia Pandemonium Project

2.i. Sault Ste. Marie Tribe of Chippewa Indians Funding for the Hospitality House of the Upper Peninsula, Inc.

2.j. Sault Ste. Marie Tribe of Chippewa Indians Funding for the U.P. Children's Museum

2.k. Schedule Public Hearing - Rezoning of 756 W. Washington Street

2.l. SIMP and Front/Crescent Street Sewer Extension Project

2.m. Superior Watershed Partnership Funding

New Business

3. Purchase Agreement Extension - 600 W. Spring Street

Mayor Pro Tem Jessica Hanley moved to Approve the addendum to the purchase agreement with Habitat for Humanity, and authorize the Mayor and Clerk to sign, seconded by Commissioner Michael Larson and Carried Unanimously.

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

Margaret Brumm referred to her prior comment, when she said the DDA streets should be cleaner. She said that, after being challenged on that point, she will now be very happy to share with the City Commission how dirty the streets are.

Patricia Sala said she works downtown and does not see a lot of trash or litter. She praised the DDA for the work that they do, including trash and snow removal.

Comments from the Commission

Commissioner Ottaway had no comment.

Mayor Pro Tem Hanley said it was a good work session and meeting, and asked if the City Manager could share an update on the Cliffs-Dow site.

Commissioner Schloegel said he thought the meetings tonight were engaging and well-thought out.

Commissioner Smith said she was thinking about all the times this TIF conversation has come up previously. She said she is happy to finally take steps on this, and not kick the can down the road.

Commissioner Larson said, in response to a public comment from earlier in the meeting, that this plan is not being "pushed through". Rather, this has been a long and public process. He said the DDA has been planning for years, and this is the next step.

Mayor Davis said this was a very difficult, but very rewarding, meeting, and she said the topic had consumed her for the last week. She acknowledged that it has been four years since the Covid pandemic was declared.

Comments from the City Manager

City Manager Karen Kovacs discussed the TIF and commended the DDA and City staff for the work done to this point. Regarding the Cliffs-Dow site, she said the City had been negotiating with the state, working toward a plan that would site a new home for veterans on the property, and city representatives thought they were making some progress. She said the City was seeking compromise on a few points, including the ability to provide some protection to the City from any future third party liability, well as a desire to define the responsibility for any contaminated materials found on the site. She said the state is operating on a tight timeline that involves state and federal funding schedules, and representatives from the state indicated today that the plan would not be moving forward on the City property. She said the City supports the state in their future efforts to find a location for the home.

Adjournment

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

Sally Davis, Mayor

Kyle Whitney, City Clerk

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

REVENUE SHARING AGREEMENT

Between the City of Marquette and the Marquette Downtown Development Authority

I. PARTIES TO THE AGREEMENT

City of Marquette, Michigan (City), a Michigan municipal corporation

Marquette Downtown Development Authority (DDA), a component unit of the City of Marquette, Michigan

II. PURPOSE OF AGREEMENT

The purpose of this Revenue Sharing Agreement (Agreement) is to establish a mutually agreed-upon mechanism by which the DDA will remit to the City a portion of revenues derived from the Downtown Development Authority Tax Increment Financing (TIF) Plan #5 and its successors.

III. TERM

This Agreement shall be for a term of five (5) years commencing October 1, 2026 and shall remain in effect until September 30, 2031, unless earlier terminated or extended by mutual written agreement.

One (1) year before expiration of the initial, or any subsequent, term of this Agreement, the City Commission shall review and consider the terms of this Agreement and determine whether to unilaterally extend this agreement for an additional five (5) years on the same terms and conditions, or shall direct the City Manager to negotiate modifications to the Agreement with the DDA board.

This agreement shall not be extended past 2054 without mutual written agreement by the City Commission and DDA board.

IV. REVENUE SHARING TERMS

A. Annual Payment. The DDA shall remit to the City an amount equal to five percent (5%) of the gross tax increment revenue collected pursuant to its current TIF Plan.

B. Payment Due Date. Said payment shall be due and payable to the City no later than ninety (90) days after the beginning of each fiscal year of the DDA.

C. Calculation and Reporting. The DDA shall provide the City with an annual report detailing the gross TIF revenues for the prior fiscal year, and the calculation used to determine the revenue sharing payment.

V. GENERAL CONDITIONS

A. Modification and Termination. This Agreement may only be modified or terminated by written agreement executed by both parties.

B. Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and the parties agree that venue for any dispute shall be Marquette County, Michigan.

C. Entire Agreement. This document constitutes the full and final agreement of the parties and supersedes any prior agreements or understandings related to the subject matter hereof.

D. Binding Effect. It is agreed that all covenants, terms, and conditions of the Agreement shall be binding upon the successors, heirs and assigns of the original parties hereto.

F. Dissolution. If the DDA ceases to exist as a component unit of the City of Marquette, Michigan, this Agreement will terminate.

E. Authority. Each party warrants that the individuals signing below are duly authorized to execute this Agreement on behalf of their respective organizations.

Executed this _____ day of _____ 2025.

CITY OF MARQUETTE

MARQUETTE DOWNTOWN DEVELOPMENT
AUTHORITY

Jessica Hanley, Mayor

Tara Laase-McKinney, MDDA Director

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne Larsen, City Attorney