

City of Marquette, MI



Meeting Agenda City Commission

**Monday, August 25, 2025
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Reappointment(s)

Lori Hauswirth to the Parks and Recreation Advisory Board for a term ending 9-1-28.

Jon Nebel to the Parks and Recreation Advisory Board for a term ending 9-1-28.

Amanda Gobert to the Parks and Recreation Advisory Board for a term ending 9-1-28.

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

Presentation(s)

2. Marquette Housing Commission, by Jackie Stark

3. Marquette Brownfield Redevelopment Authority, by Callie New

Public Hearing(s)

4. 401 W. Washington Street Brownfield Plan - Roll Call Vote

5. Consent Agenda - Roll Call Vote

5.a. Approve the minutes of the August 11, 2025 work session

5.b. Approve the minutes of the August 11, 2025 regular Commission meeting

5.c. Approve the total bills payable in the amount of \$4,090,360.63

5.d. 01-PUD-03-25: Planned Unit Development Agreement for Brownstones at Uptown

5.e. Grove Street Booster Station Fiber Connect

5.f. KBIC Funding for the Hospitality House of the Upper Peninsula, Inc.

5.g. MERS Annual Meeting - Officer Delegate Appointment

5.h. Ordinance 25-10: General Provisions - Roll Call Vote

5.i. Ordinance 25-11: Alcoholic Liquors - Roll Call Vote

- 5.j. Resolution- Addition of Beecher Street Right of Way - Roll Call Vote
- 5.k. Resolution- Addition of Hemlock Drive and Nuthatch Lane - Roll Call Vote
- 5.l. Resolution- Addition of Hospital Drive - Roll Call Vote
- 5.m. Sale of Surplus Equipment
- 5.n. Wright Street Sidewalk Easement

New Business

- 6. Resolution- City of Marquette Staff Academy Professional Development Training - Roll Call Vote

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: 8/25/2025

Public Hearing(s)

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 residential 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.

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.

The public hearing for this Brownfield Plan was scheduled at the August 11, 2025 regular City Commission meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the 401 W. Washington Street Brownfield Plan and the attached resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Brownfield Plan

▢ Resolution

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: _____

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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.

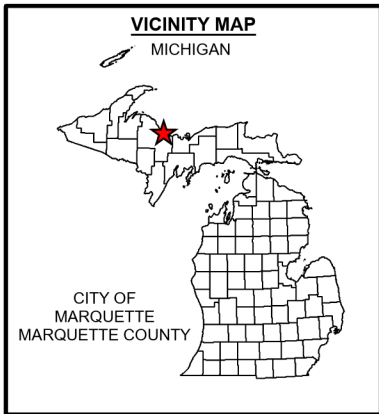
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

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.

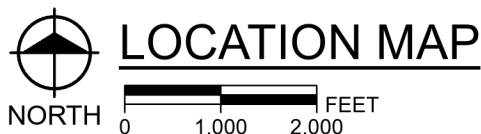
401 Washington Street

Marquette, Michigan

Brownfield Plan

PROJECT NO.
241272

FIGURE NO.
1



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



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
COMB.	CORRUGATED METAL PIPE
C.O.	SANITARY SEWER CLEANOUT
CO.	COUNTY
COMB.	CABINET
COMP.	COMPACTED
CONC.	CONCRETE
CONST.	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
DIA	DIAMETER
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
TCSE	TOP COURSE
TL	TRUNK LINE
TRANS.	TRANSMISSION
TOWNSHIP	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

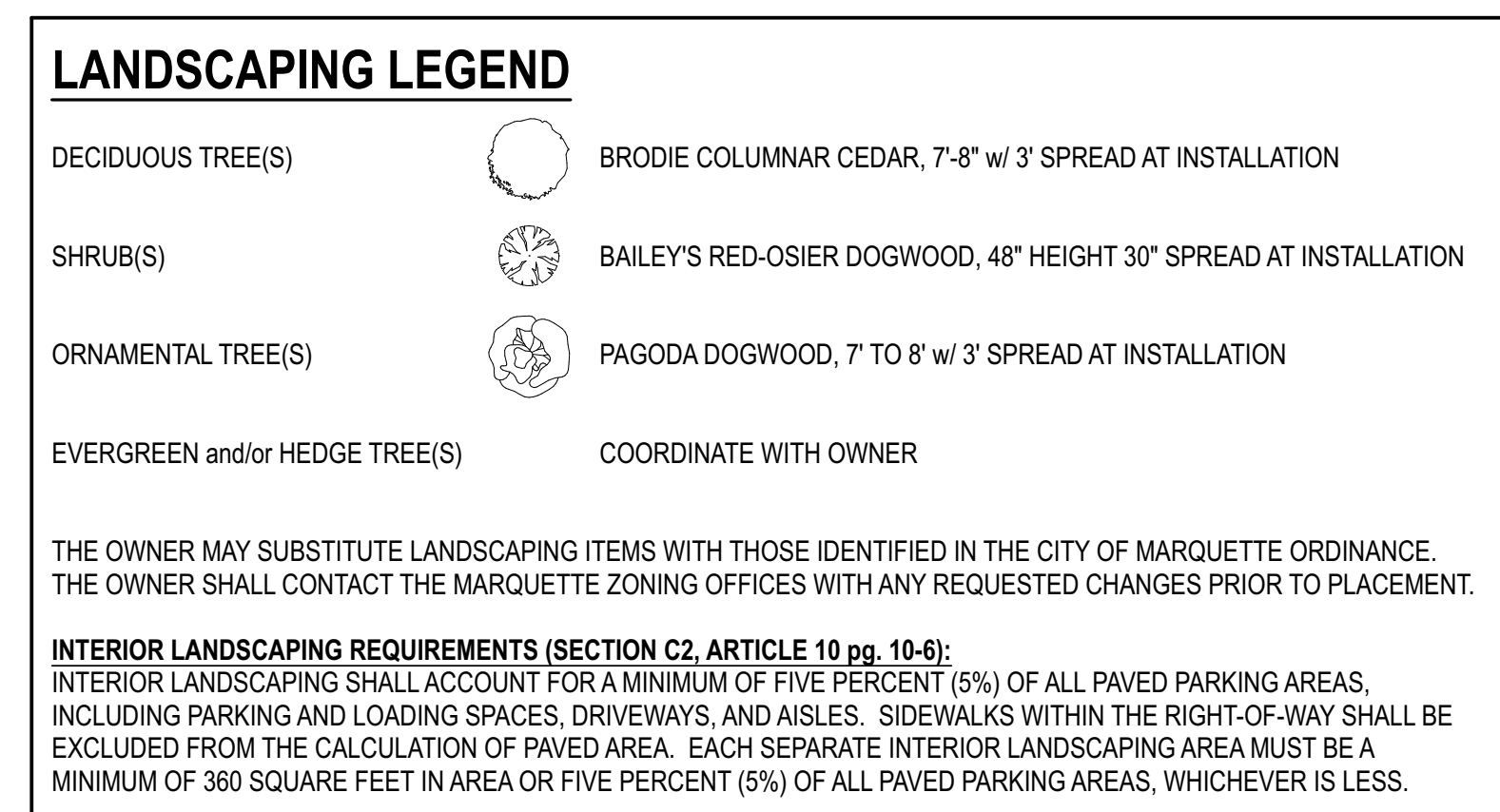
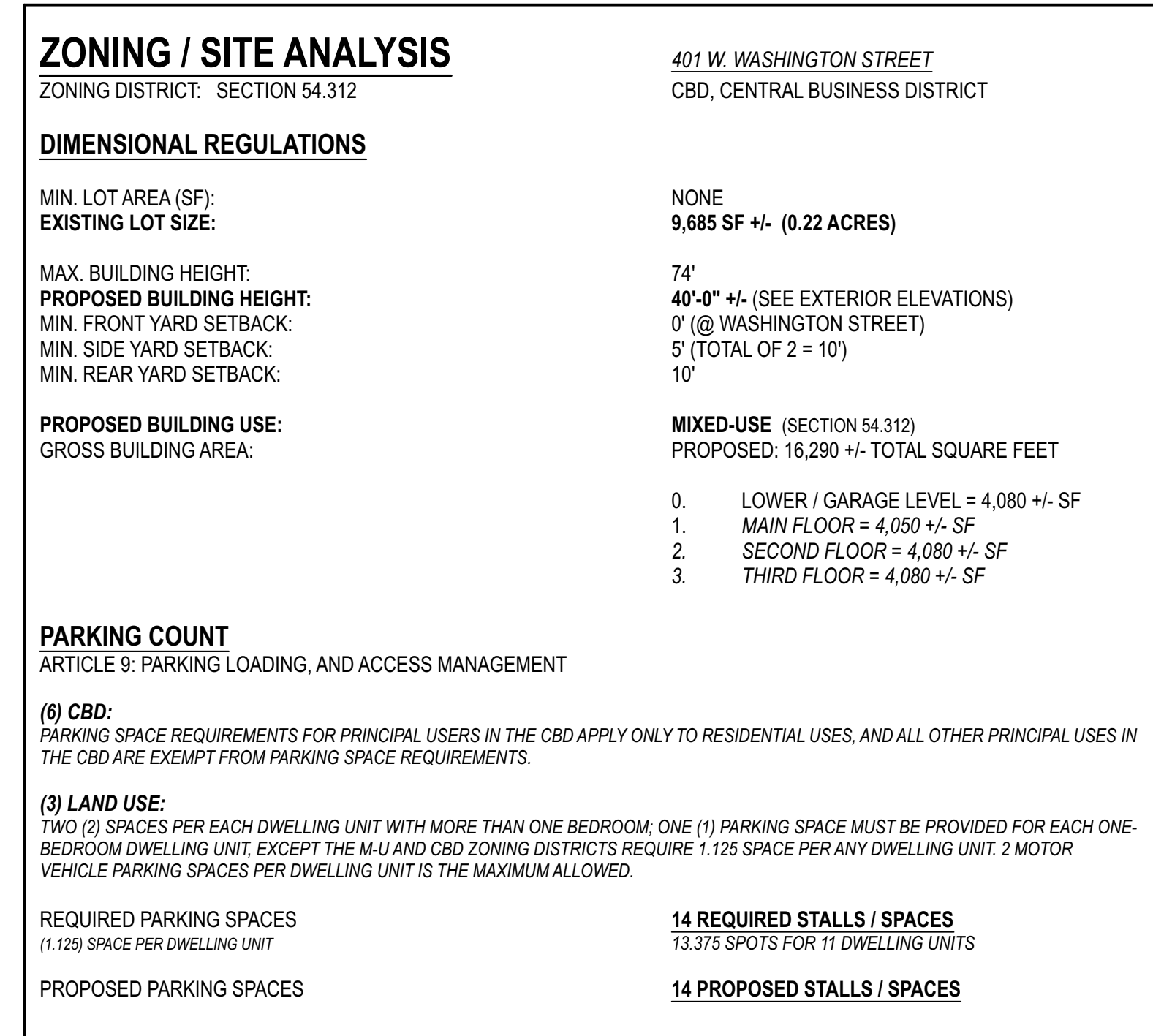
ASPH.	ASPHALT
AUTO	AUTOMATIC
AV.	AVERAGE
BD	BOARD
BF	BOARD FEET
BT	BITUMINOUS
BLDG.	BUILDING
BLK(G)	BLOCKING
BM	BEAM
BOTTOM	BOTTOM
BRG	BEARING
BRK	BRICK
CEN	CENTER
BS	BOTH SIDES
BSMT	BASEMENT
BTWN	BETWEEN
BUR	BUILT UP ROOFING
BVL	BEVELED
BW	BOTH WAYS
CAB	CABINET
C.B.	CATCH BASIN
CEM	CEMENT
CER	CERAMIC
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
CFT	CUBIC FEET
CHAM	CHAMFER
CL	CLEAR
CIR	CIRCLE
CIRC	CIRCUMFERENCE
CJ	CONTROL 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	CASEMENT
CT	CATCH BASIN
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
DIAG	DIAGONAL
DIAM	DIMENSION
DISP	DISPENSER
DIV.	DIVISION
DL	DEAD LOAD
D.O.	DOOR OPENING
D.O.	DOOR
DT	DRIVEWAY
DR	DRIVE
DWG	DRAWING
DT	DRAIN TILE
DUMWATER	DUMP WATER
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
EXH	EXHAUST
EXIST	EXISTING
EXP	EXPANSION
EXPOSED	EXPOSED
EXPS	EXISTING STRONG
EXT	EXTERIOR
FA	FIRE ALARM
FBO	FACE BRICK
FD	FUNDING BY OTHERS
FD	FLOOR DRAIN
PRF	PREFORMED
F.E.C.	FIRE EXTINGUISHER CABINET
FINISHED FLOOR LINE	FINISHED FLOOR LINE
PT	POINT
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
FLUORESCENT	FLUORESCENT
FP	PREPARED
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
GAL	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
HW	HARDWARE
HK	HOOK
HORIZ	HORIZONTAL
HR	HANDRAIL
H.R.	HOLE
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
JAN	JANITOR'S CLOSET
JC	JOIST
JST	JOINT
KT	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
LP	LIGHT PROOF
LPT	LOW POINT
LT	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
MECH	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
MTD	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
O.A.	OVERALL
OBS	OBSOLETE
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
PARTICLE BOARD	PARTICLE BOARD
PB	PANIC BAR
PCC	PRECAST CONCRETE
pcf	POUNDS PER CUBIC FOOT
P.CS	PREFINISHED
PED	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.L.F.	POUNDS PER LINEAL FEET
PLYWOOD	PLYWOOD
PNL	PANEL
ONT	PAINTED
PAIR	PAIR
PB	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
REFERENCE	REFERENCE
REFR	REFRIGERATOR
REINF	REINFORCED
REQD	REQUIRED
RES	RESIDENT
RET	RETURN
REV	REVISION
RFH	ROOF HATCH
RFG	ROOFING
RH	RIGHT HAND
RM	ROOM
GAUGE	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
SYM	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
TV	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
WD	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

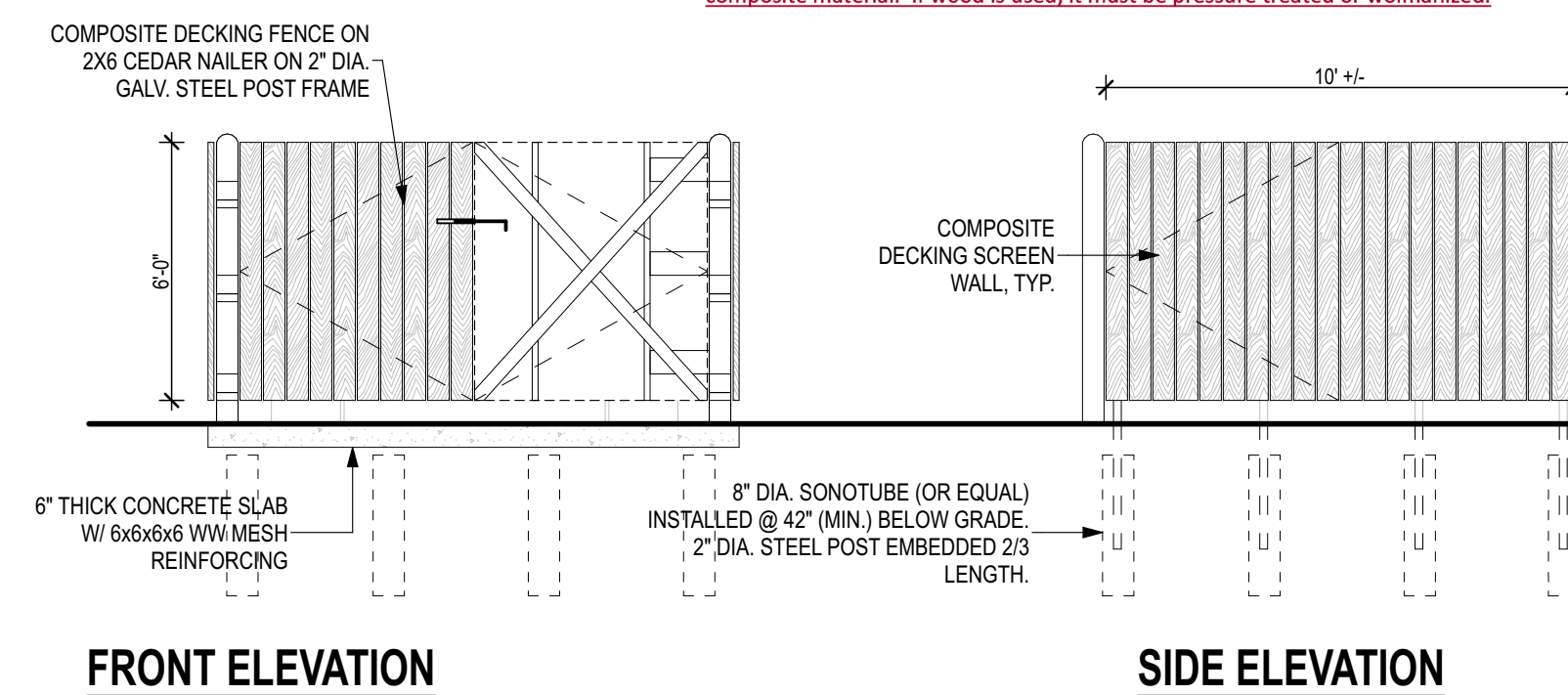
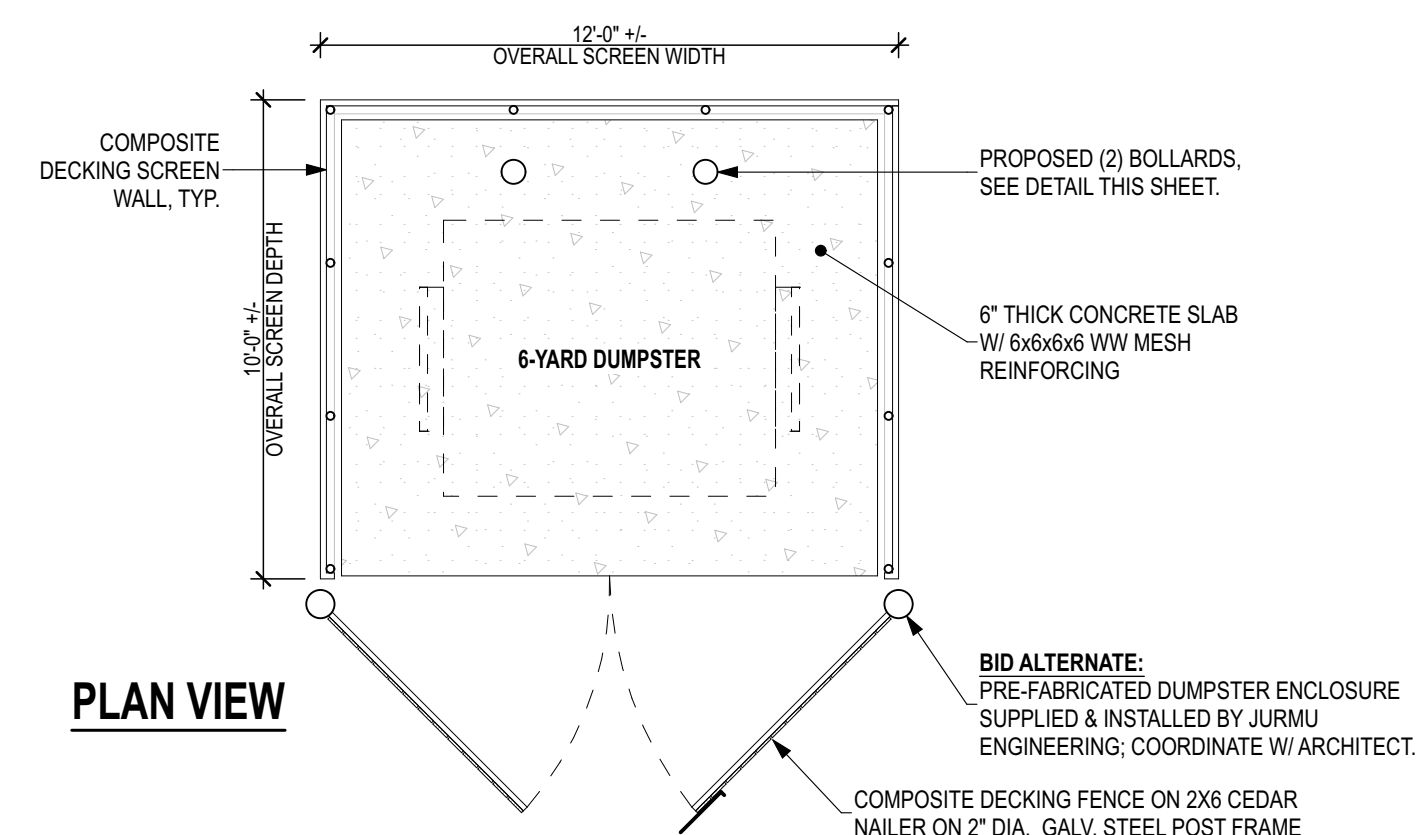
STRUCTURAL

ARCH	ARCHITECTURAL
BIT	BITUMINOUS
BM	BEAM
BRDG	BRIDGING
BRG	BEARING
C.J.	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
DCA	DRILLED IN CONCRETE ANCHOR
DEMO	DEMOLISH/DEMOLITION
DIA	DIAMETER
DL	DEAD LOAD
DWL	DOWEL
E.F.	EACH FACE
E.W.	EACH WAY
EA	EACH
EL	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
JOST GIRDER	JOST GIRDER
JOINT	JOINT
K	KIP(S) (1 KIP = 1000 lbs)
LL	LIVE LOAD
LLBB	LONG LEGS BACK TO BACK
LLH	LONG LEG(S) HORIZONTAL
LLV	LONG LEG(S) VERTICAL
LOC	LOCATION
MCS	MASONRY
MECH	METAL
MTL	METAL
N/C	NOT IN CONTRACT
N.S.	NEAR SIDE
O.C.	ON CENTER
O.H.	OFFSHORE HAND
O.R.	OUTSIDE RADIUS
OPNG	OPENING
PC	PIECE
PLATE	PLATE
PREFAB	PREFABRICATED
PSI	POUNDS PER SQUARE INCH
R	RADIUS
REIN	REINFORCING BAR
REINF	REINFORCE(D) (ING)
REQD	REQUIRED
SCHED	SCHEDULE
SMALL	SMALL
SLBB	SHORT LEGS BACK TO BACK
SP	SPACE(D)
STD	STANDARD
STRUCT	STRUCTURAL
TAB	TOP AND BOTTOM
TJ	TOP OF
TS	TOP OF STEEL
TS	TUBE STEEL
TP	TYPICAL
U.S.	UNITED STATES
USGS	UNITED STATES GEOLOGICAL SURVEY
VERT	VERTICAL
WP	WORK POINT
WITH	WITH
W/F	WELDED WIRE FABRIC



SCALE: 1" = 10'

NORTH



(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 which matches or complements the principal building or structure.

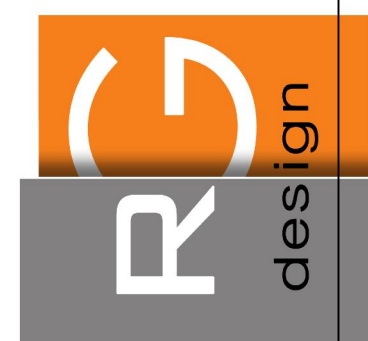
(2) Enclosure gates must be constructed of solid metal or steel-reinforced wood or vinyl composite material. If wood is used, it must be pressure treated or wolmanized.

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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

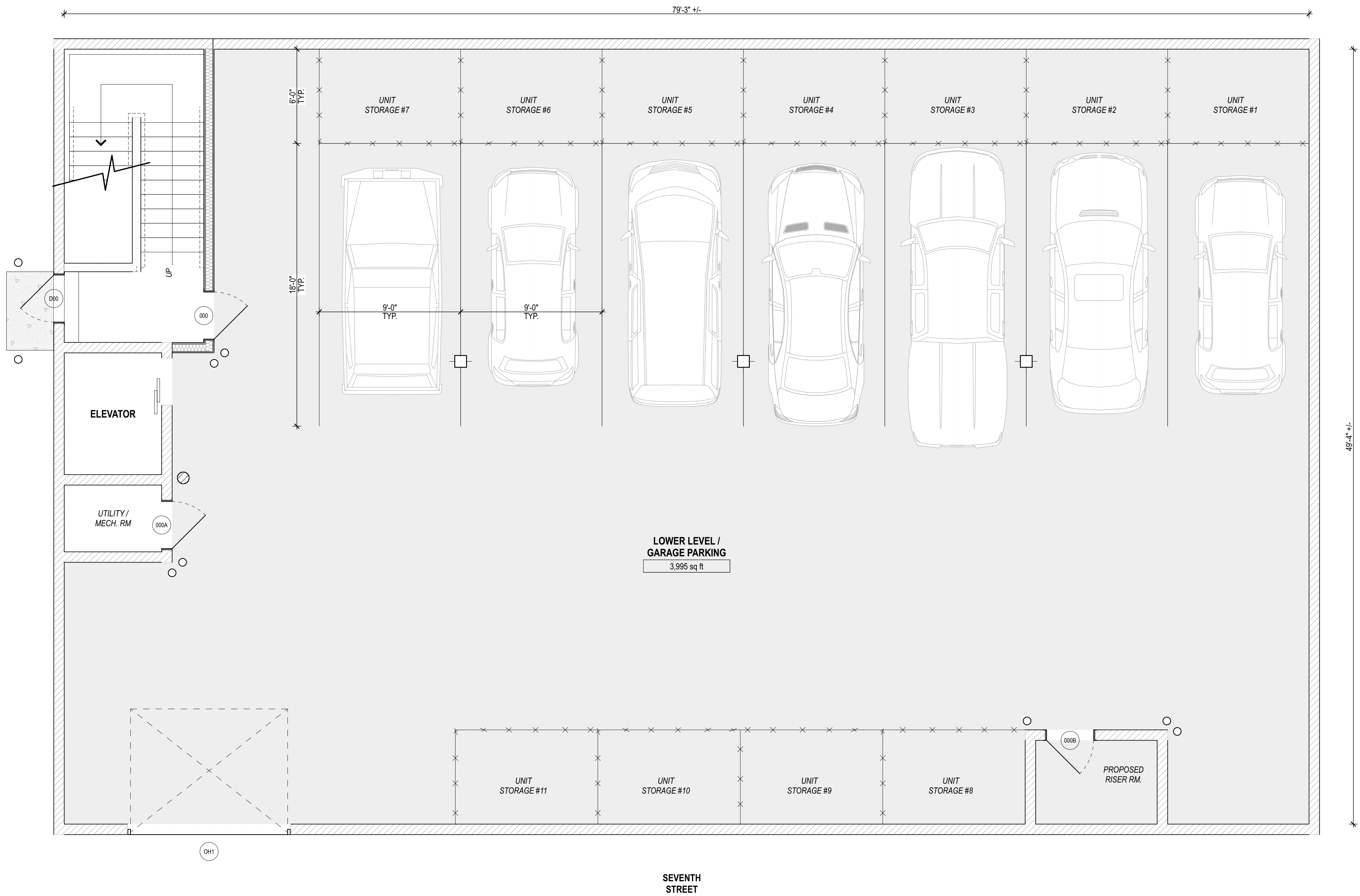


BY	PHASE	DATE
RGD	DDA SET	7.28.25
RGD	CITY ZONING SET	8.1.25
DATE:	8/1/25	
SCALE:	AS NOTED	
DRAWN:	JLG	
JOB #:	24-016	
SHEET		

AS1.0

PLOTTED ON: 8/1/25

ARCHITECTURAL SITE PLAN



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"

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RGD #: 24-026
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MARQUETTE, MICHIGAN 49855

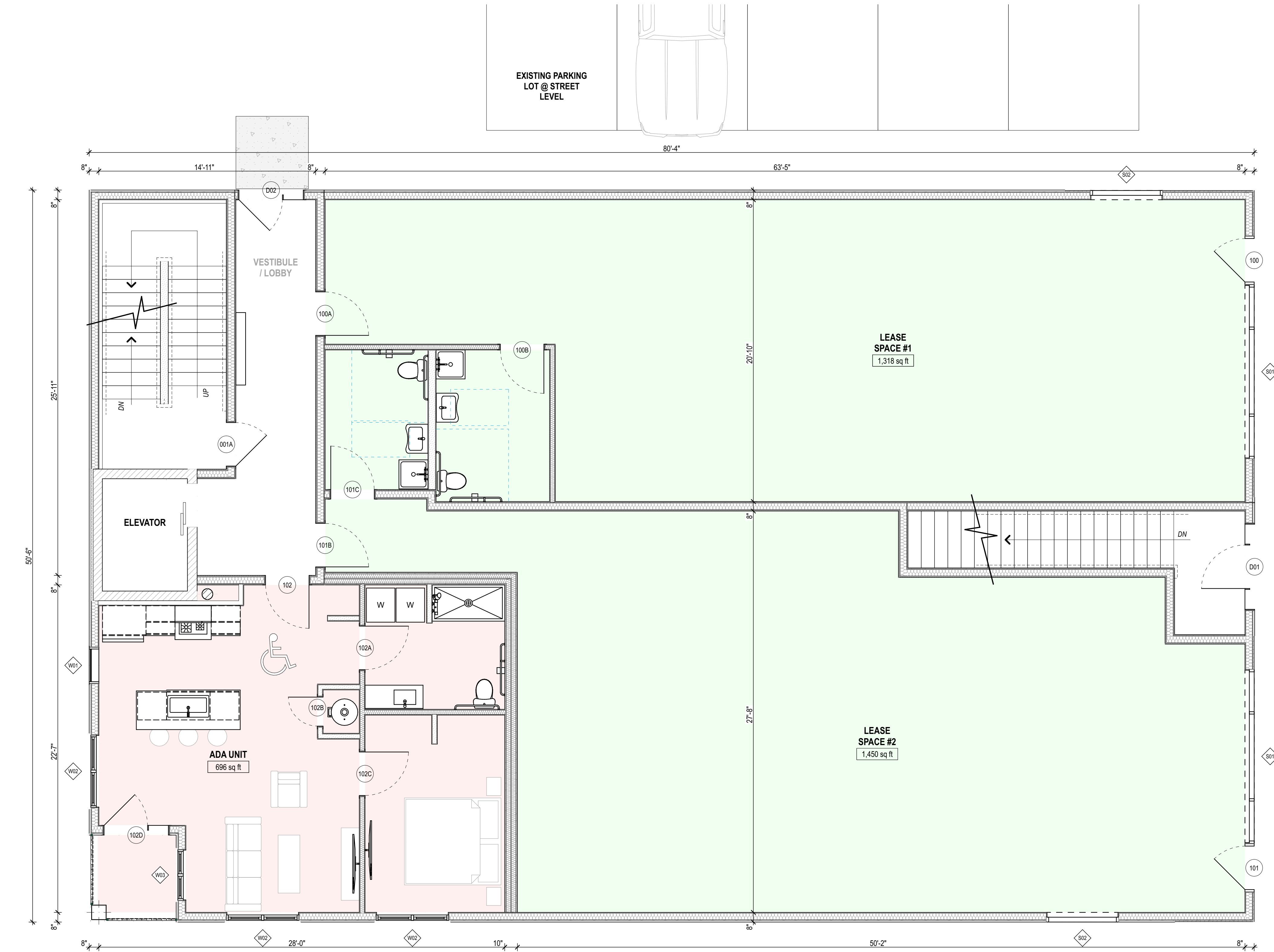


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A1.0

PLOTTED ON: 8/1/25

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

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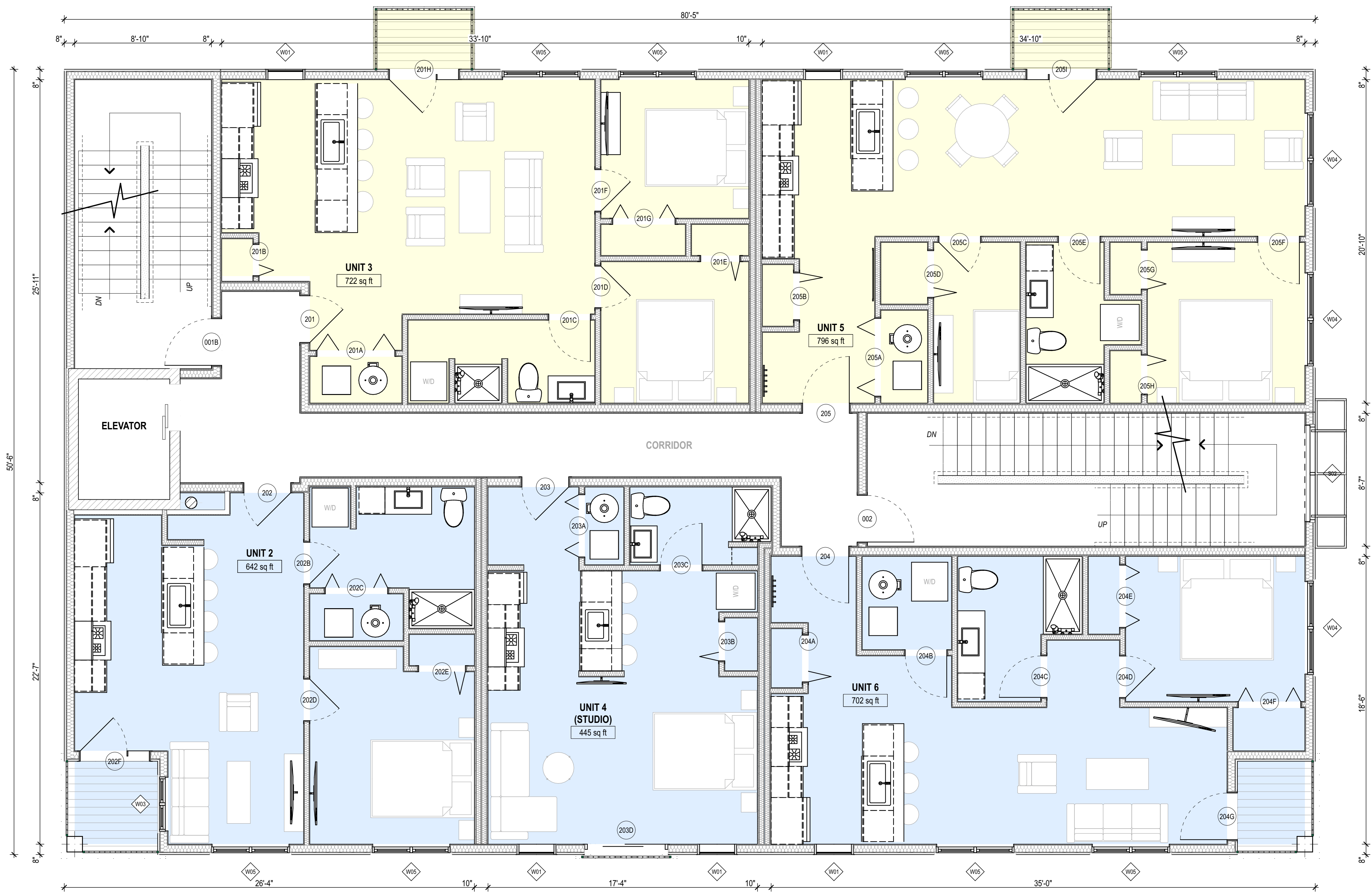


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A1.1

PLOTTED ON: 8/1/25

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
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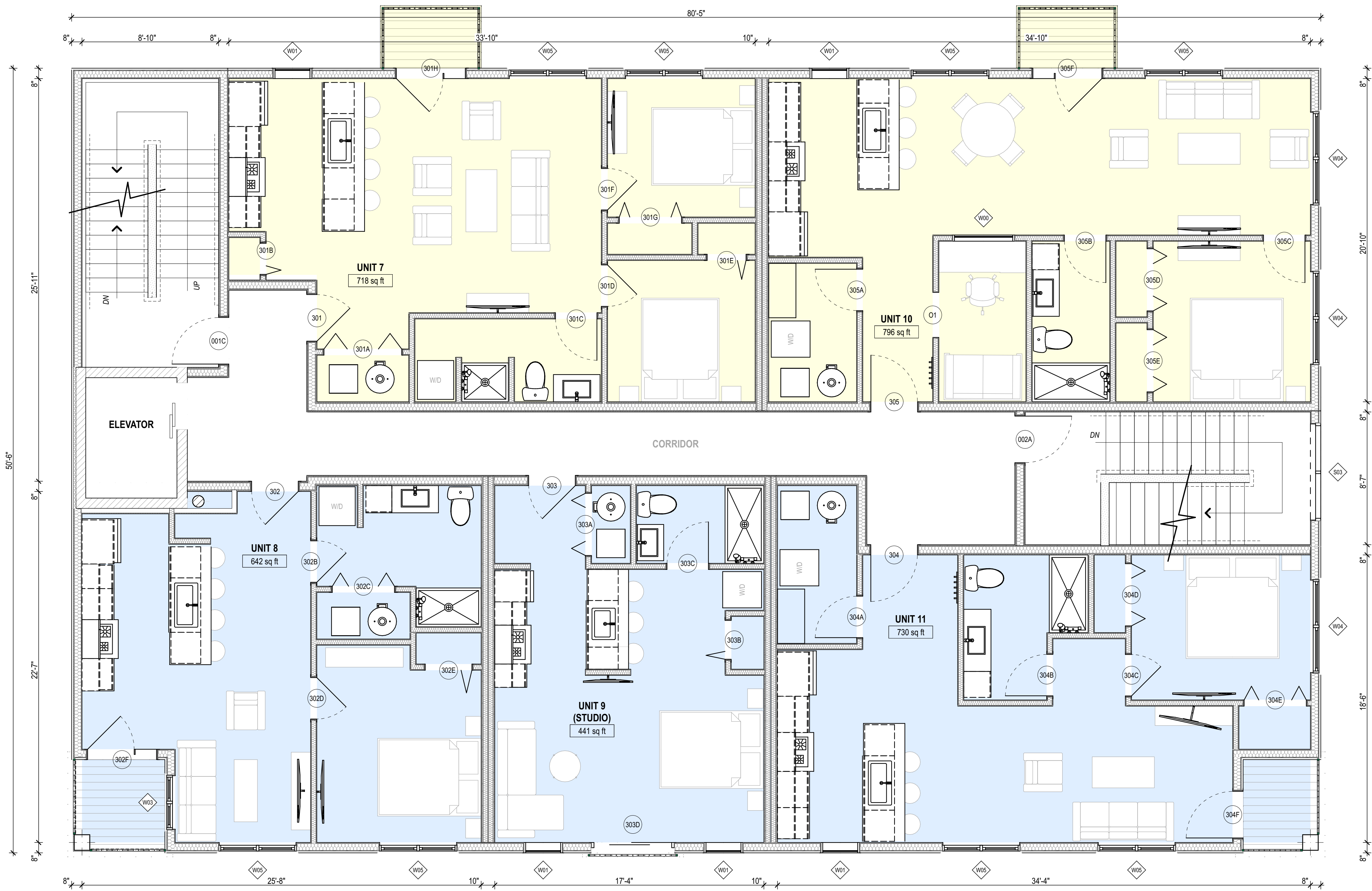


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A1.2

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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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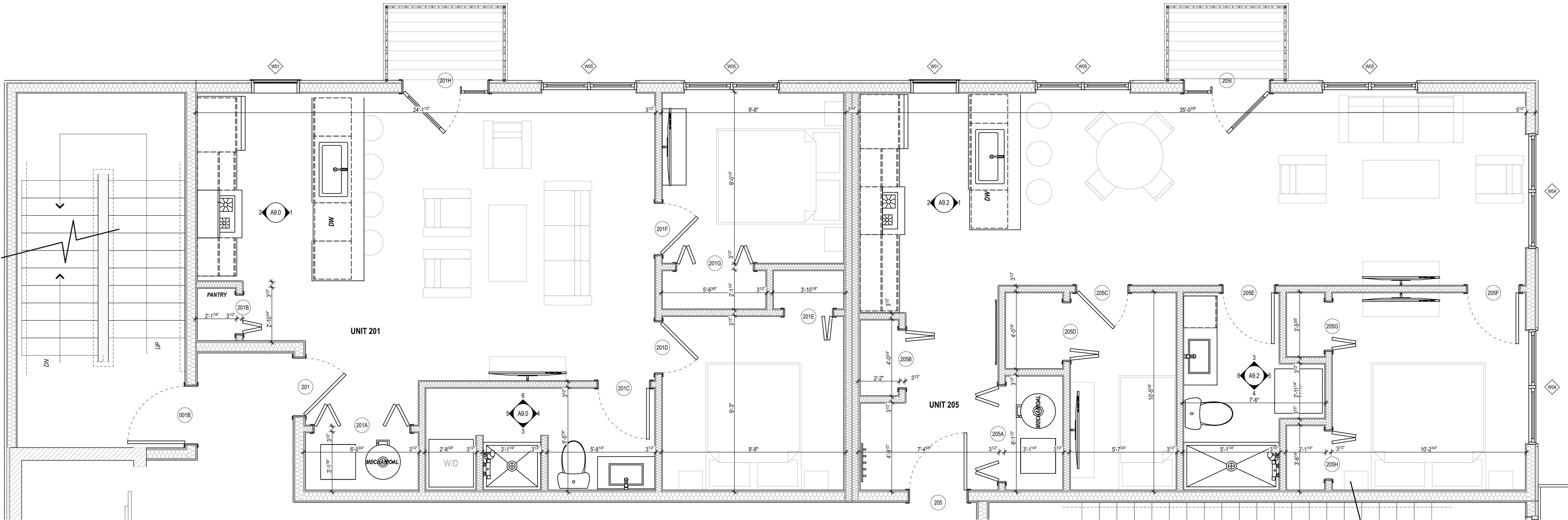


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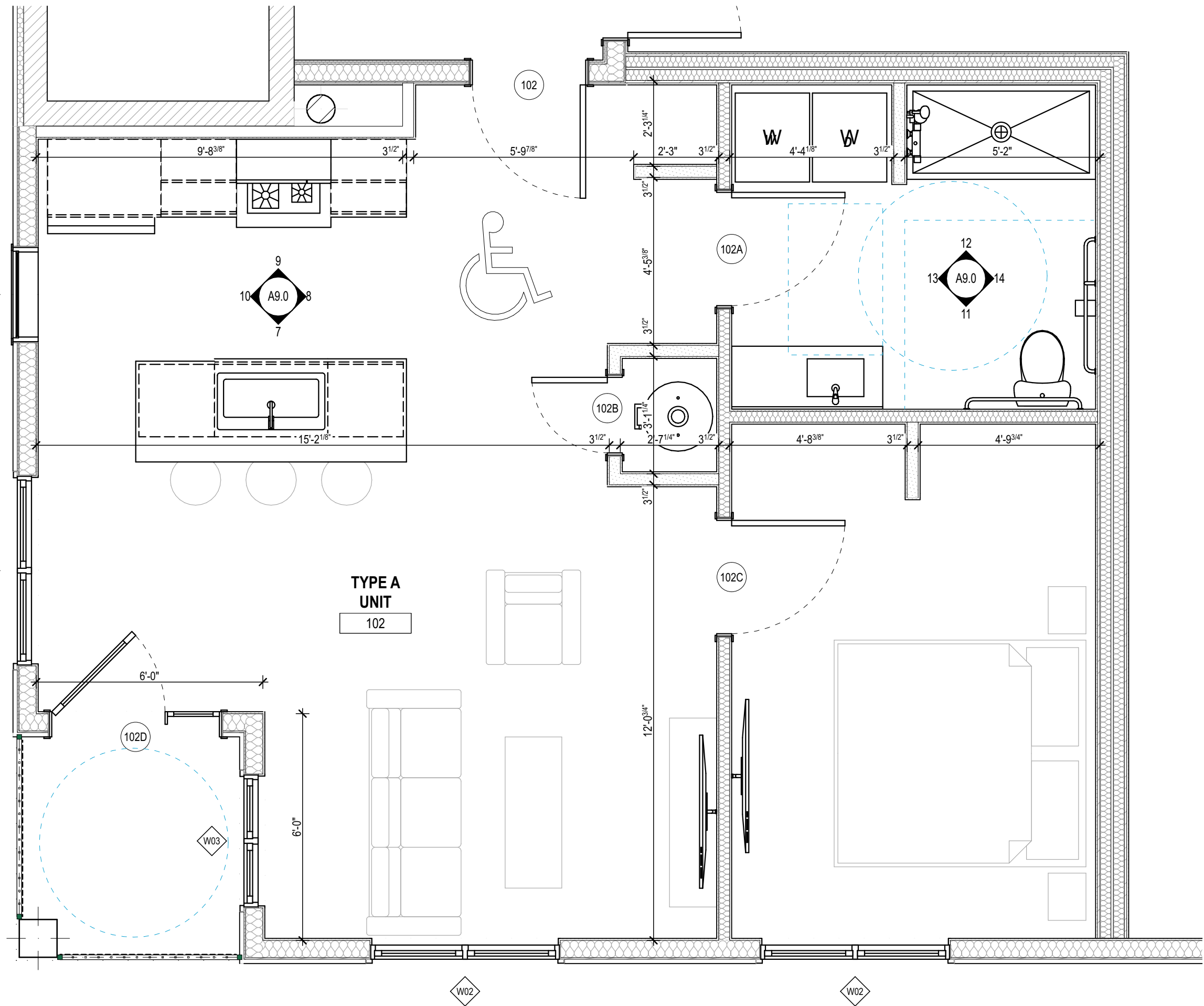
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THIRD FLOOR PLAN



PARTIAL SECOND FLOOR PLAN -UNITS 203 & 205

SCALE: 3/8" = 1'-0"



MAIN FLOOR -TYPE A BARRIER FREE UNIT

SCALE: 3/8" = 1'-0"

FLOOR PLAN LEGEND

- WALL TYPE**
REFER TO SHEET A2.3 FOR WALL SPECIFICATIONS
- FLOOR PLAN KEYNOTE**
SEE NOTES THIS SHEET
- DOOR TAG**
REFER TO DOOR SCHEDULE FOR SPECIFICATIONS
- WINDOW TAG**
REFER TO WINDOW SCHEDULE FOR SPECIFICATIONS

PROPOSED PLAN KEYNOTES:

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

GENERAL PROPOSED PLAN NOTES:

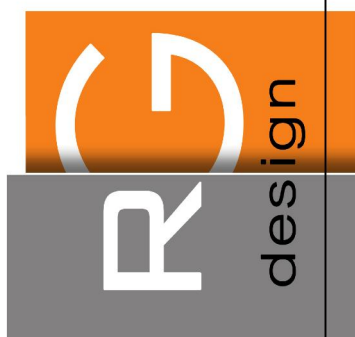
- ENLARGED PLANS: WHERE ENLARGED OR PARTIAL PLANS ARE REFERENCED, DIMENSIONS, SPECIAL DETAILING, OR FINISH REQUIREMENTS ARE NOTED ON THE ENLARGED PLANS AND OMITTED ON THE SMALLER SCALE OR OVERALL PLANS.
- PARTITION STANDARD: IT IS INTENDED THAT THE FACE OF EVERY CONTINUOUS PARTITION BE FLUSH, WITHOUT 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.

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

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#RGD 24-016

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

ARCHITECTURE
INTERIOR DESIGN
PROJECT MANAGEMENT
KITCHENS + BATHROOMS + CLOSETS



1" = 1'-0" SCALE

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	

A2.4

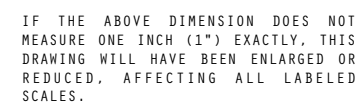
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PARTIAL SECOND FLOOR PLAN -UNITS 201 & 205



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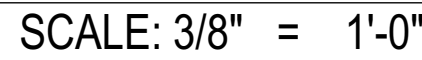


A2.5

PLOTTER ON: 8/1/25

PARTIAL SECOND FLOOR PLAN - UNITS 202, 203 & 204

- 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



ARCHITECTURE
INTERIOR DESIGN
PROJECT MANAGEMENT
KITCHENS • BATHROOMS + CLOSET

PARTIAL THIRD FLOOR PLAN - UNITS 301 & 305

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

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

PLOTTED ON: 8/1/25

-

WALL TYPE
REFER TO SHEET A2.3 FOR WALL SPECIFICATIONS
-

FLOOR PLAN KEYNOTE
SEE NOTES THIS SHEET
-

DOOR TAG
REFER TO DOOR SCHEDULE FOR SPECIFICATIONS
-

WINDOW TAG
REFER TO WINDOW SCHEDULE FOR SPECIFICATIONS

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.

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.

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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.



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

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

The logo consists of a square divided into four quadrants. The top-left quadrant is orange and contains a white stylized 'G' shape. The top-right quadrant is white and contains the word 'design' in a black sans-serif font. The bottom-left quadrant is grey and contains a white stylized 'R' shape. The bottom-right quadrant is white and contains the word 'design' in a black sans-serif font.

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

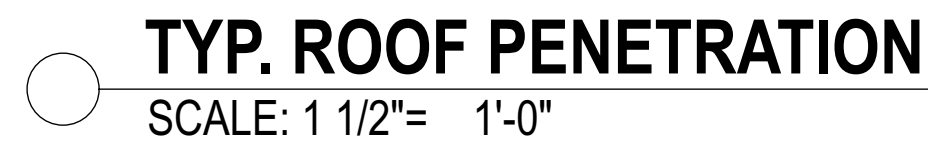
PARTIAL THIRD FLOOR PLAN - UNITS 302, 303 & 304

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.

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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.

A2.8

PLOTTED ON: 8/1/25

ROOF PLAN & DETAILS



NOTE:
ALL PROPOSED MATERIALS / FINISHES TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS -TYPICAL

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

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

A 4 . 0

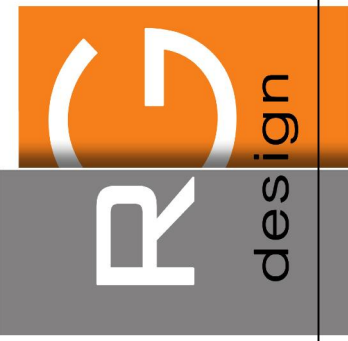
PLOTTED ON: 8/1/25

EXTERIOR ELEVATIONS

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



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

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



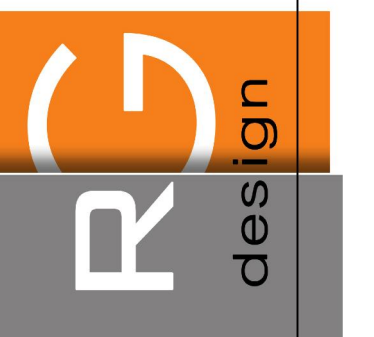
RG DESIGN COMPANY
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401 W. WASHINGTON MIXED-USE
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MIDWEST CONSTRUCTION GROUP, INC.
401 W. WASHINGTON STREET
MARQUETTE, MICHIGAN 49855

INTERIOR DESIGN
PROJECT MANAGEMENT

KITCHENS + BATHROOMS + CLOSETS



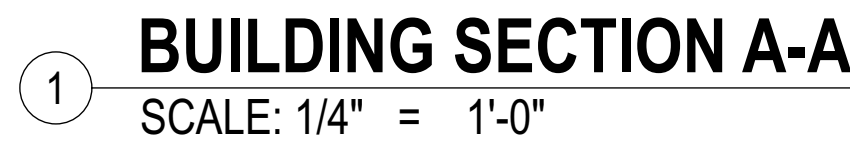
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

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		

A 4 . 2

LOTTED ON: 8/1/25

3D EXTERIOR PERSPECTIVES



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	\$ 1,953	\$ 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	\$ 29,328	\$ 29,957	\$ 30,598	\$ 31,252	\$ 31,919	\$ 31,764	\$ 32,440	\$ 33,130	\$ 33,833	\$ 34,551	\$ 34,354	\$ 35,081
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	\$ 58,752	\$ 59,995
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	\$ 2,928
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 790	\$ 807	\$ 825	\$ 842	\$ 860	\$ 1,757	\$ 1,795	\$ 1,833	\$ 1,872	\$ 1,911	\$ 2,928

* 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



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 25 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 held a public hearing for the 401 W. Washington Street Housing Brownfield Plan at the August 25, 2025 regular meeting;

Now, Therefore be it Resolved that, having held a public hearing held 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 given in accordance with Act 381, the Marquette City Commission hereby approves the 401 West Washington St. Brownfield Plan; 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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

Consent Agenda - Roll Call Vote

Approve the minutes of the August 11, 2025 work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Aug 25 WS Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

WORK SESSION

Monday, August 11, 2025

5:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

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.

There was no public comment.

1. Strategic Plan Discussion

City Manager Karen Kovacs presented a draft two-year Strategic Plan developed from commission and staff discussions. The plan outlined objectives and strategies in areas including government excellence, workforce development, economic prosperity, community engagement, health and recreation, mobility, and public safety.

Commissioners expressed support for the structure of the plan, particularly the inclusion of measurable objectives and strategies, and praised the in-depth discussion. Conversation focused on how frequently progress should be reported, with suggestions ranging from annual reviews to more regular updates through various means. Commissioners also emphasized keeping the plan flexible as a “living document” that can adapt to changing conditions.

Staff indicated that next steps include refining the draft into a comprehensive document with a performance matrix and presenting it for commission approval. Once finalized, the plan will guide City priorities and budgeting decisions.

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

There was no public comment.

Adjournment

The meeting was adjourned at 5:36 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: 8/25/2025

Consent Agenda - Roll Call Vote

Approve the minutes of the August 11, 2025 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Aug 11 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

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

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

Commissioner Michael Larson moved to Approve the agenda as presented, seconded by Commissioner Cody Mayer 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.

There were no public comments.

Public Hearing(s)

1. Downtown Development Authority TIF Plan #5 - Roll Call Vote

DDA Executive Director Tara Laase-McKinney gave a presentation about the proposed TIF Plan.

Following the presentation, Mayor Hanley opened the public hearing; no members of the public spoke during the hearing, and the Mayor closed the session.

Commissioner Ottaway then moved to approve DDA TIF Plan #5 and adopt Ordinance #25-08. Commissioner Gottlieb seconded the motion and discussion ensued.

Commissioners, city staff and Director Laase-McKinney talked about the need for a TIF extension, the timeline for the plan and the DDA's future plans.

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

2. Consent Agenda - Roll Call Vote

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

Mayor Pro Tem Schloegel moved to approve the Revenue Sharing Agreement with the Marquette Downtown Development Authority, and authorize the Mayor and City Clerk to sign the Agreement. The motion was seconded by Commissioner Mayer, and discussion ensued.

Commissioners generally supported the concept of the agreement, with some debate about specific provisions and about the built-in timeline for City Commission review, which was set at every five years.

Commissioner Davis then moved to amend the motion, recommending that the Commission approve the agreement with a three-year automatic review. Discussion around the proposed change focused on the novelty of the concept and the importance of early oversight, but Commissioners also pointed out that city and DDA staff could provide regular updates during the term and noted that earlier reviews could happen regardless of the mandatory review detailed in the agreement.

Following discussion Commissioner Davis offered to rescind her motion to amend. With no objections noted, the motion was rescinded.

The commission then voted on the original motion, to approve the Revenue Sharing Agreement with the Marquette Downtown Development Authority, and authorize the Mayor and City Clerk to sign the Agreement. That motion carried unanimously.

Public Comments - Comments may not exceed three minutes per person. Please

state your name and physical address when making public comments.

Geraldine Nault discussed the TIF extension, noting that the topic is very complicated and not easy to understand.

Comments from the Commission

Commissioner Gottlieb offered a brief report from the initial meeting of the E-Bike and Multi-Use Path Task Force. He said the group will continue to meet on an almost weekly basis, and he said he anticipates that a good compromise will make everyone feel unsatisfied.

Commissioner Larson said he appreciated the robust discussions today, including the strategic planning discussion in the earlier work session.

Mayor Pro Tem Schloegel - echoed appreciation for the good discussion, and shared an anecdote about sitting down with residents in a neighborhood to discuss traffic and safety concerns.

Commissioner Mayer spoke about TIF mechanisms and how they can be beneficial, noting Marquette's strong and vibrant downtown.

Mayor Hanley thanked the rest of the commission for a thoughtful and wide-ranging discussion on the DDA agreement and praised staff for the work that went into it.

Commissioners Davis and **Ottaway** had no comments.

Comments from the City Manager

Manager Kovacs thanked the commission for a serious and thoughtful discussion, indicating that the questions and issues raised prior had led staff to analyze the issue more deeply. She said she was proud of the commission's careful attention to the city's financial position, something many other municipalities lack, and she emphasized the importance of the DDA as an economic development tool, noting it is one of the city's most visible and impactful investments.

Adjournment

Mayor Hanley adjourned the meeting at 7:11 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: 8/25/2025

Consent Agenda - Roll Call Vote

01-PUD-03-25: Planned Unit Development Agreement for Brownstones at Uptown

BACKGROUND:

The City Commission approved 01-PUD-03-25 at the June 30, 2025 meeting.

Subsequent to the meeting and in accordance with the Land Development Code, the City Attorney has negotiated a Planned Unit Development (PUD) Agreement with Veridea Group, LLC that reflects the PUD approval.

This agreement will be used by the Planning Commission to ensure the construction meets the approved criteria during development.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the Planned Unit Development Agreement for 01-PUD-03-05 as presented, and authorize the Mayor and Clerk to execute the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 01-PUD-03-25 PUD Contract
- ▣ Exhibit A: 01-PUD-03-25 Submittal
- ▣ Exhibit B: 01-PUD-03-25 PC
- ▣ Exhibit C: 01-PUD-03-25 CC Minutes

**PLANNED UNIT DEVELOPMENT AGREEMENT
for
THE BROWNSTONES AT UPTOWN**

This Planned Unit Development Agreement (the "Agreement") is made this _____ day of _____, 2025, by and between. VERIDEA GROUP, LLC, a Michigan limited liability company, of 857 W. Washington Street, Suite 301, Marquette, MI 49855 (hereinafter, "Developer"), and the CITY OF MARQUETTE, a municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter, "City").

RECITALS:

A. Developer is the owner of a certain parcel of land described as being in the City of Marquette, County of Marquette and State of Michigan, to-wit:

Parcel A

The North 135 feet of Lot 7, and the North 90 feet of Lots 8 and 9 of Normal Addition, City of Marquette, Marquette County, Michigan, described as:

Commencing at the Northeast corner of Lot 9 of Normal Addition and the **Point of Beginning A**; thence **S01°29'18"W, 89.86 feet** along the East line of Lot 9 and the West right-of-way line of Fourth Street; thence **N88°40'03"W, 105.34 feet** to the East line of Lot 7; thence **S01°25'35"W, 45.08 feet** along the East line of Lot 7; thence **N88°22'42"W, 49.90 feet** to the West line Lot 7; thence **N01°23'50"E, 134.97 feet** along the West line Lot 7 to South right-of-way line of Magnetic Street and the North line of Lot 7; thence **S88°33'44"E, 155.41 feet** along South right-of-way line of Magnetic Street and the North line of Lots 7 through 9 to the **Point of Beginning A**, containing **0.373 acres** and subject to restrictions, reservations, rights of way and easements of record.

Parcel B

Lots 1 through 3, the North 102.3 feet of Lots 4 & 5, and Lots 92 through 99 of Normal Addition, City of Marquette, Marquette County, Michigan, described as:

Commencing at the Northeast corner of Lot 5 of Normal Addition and the **Point of Beginning B**; thence **S01°24'27"W, 102.28 feet** along the East line of Lot 5; thence **N88°33'59"W, 99.95 feet** to the East line of Lot 3; thence **S01°24'36"W, 77.69 feet** along the East line of Lot 3 to the North right-of-way line of Piqua Street and the South line of Lot 3; thence **N88°34'10"W, 549.74 feet** along the North right-of-way line of Piqua Street and the South line of Lots 1 through 3 and the South line

of Lots 92 through 99 to the West line Lot 92; thence **N01°25'24"E, 180.09 feet** along the West line Lot 92 to South right-of-way line of Magnetic Street and the North line of Lot 92; thence **S88°33'31"E, 649.64 feet** along South right-of-way line of Magnetic Street and the North line of Lots 1 through 5 and the North line of Lots 92 through 99 to the **Point of Beginning B**, containing **2.507 acres** and subject to restrictions, reservations, rights of way and easements of record.

Parcel C

Lot 90 of Normal Addition, City of Marquette, Marquette County, Michigan, described as:

Commencing at the Northwest corner of Lot 90 of Normal Addition, and the **Point of Beginning C**; thence **S88°33'34"E, 52.93 feet** along the North line of Lot 90 and the South right-of-way line of Magnetic Street to the East line of Lot 90; thence **S01°20'43"W, 179.93 feet** along the East line of Lot 90 to the North right-of-way line of Piqua Street and the South line of Lot 90; thence **N88°23'05"W, 53.01 feet** along the North right-of-way line of Piqua Street and the South line of Lot 90 to the East right-of-way line of Lee Street and the West line of Lot 90; thence **N01°22'19"E, 179.77 feet** along the East right-of-way line of Lee Street and the West line of Lot 90 to the **Point of Beginning C**, containing **0.219 acres** and subject to restrictions, reservations, rights of way and easements of record.

(Hereinafter, collectively, the "Parcel".)

B. Developer filed an application to rezone said parcel to Planned Unit Development (hereinafter, the "PUD") based on a PUD submittal dated April 4, 2025, as amended May 5, 2025 (collectively, the "PUD Submittal"), for the purpose of developing a condominium community called "The Brownstones of Uptown" (hereinafter, the "Development"). A copy of the PUD Submittal is on file with the City, and relevant portions are attached as Exhibit A.

C. On June 3, 2025, the Marquette City Planning Commission recommended approval of the application with certain conditions. A copy of the minutes is attached as Exhibit B.

D. On June 30, 2025, the Marquette City Commission, following a public hearing, approved the application with certain conditions. A copy of the minutes from the June 30, 2025 meeting is attached as Exhibit C.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. **Execution by Developer.** By executing this Agreement, the signer certifies that the signer has the appropriate authority to execute this Agreement on behalf of Developer and to bind Developer to the conditions and terms contained herein. Further; by executing this Agreement, Developer hereby agrees that the Parcel shall be subject to all terms and conditions of this Agreement; however, Developer does not assume any liability of any kind regarding the Development unless and

until Developer undertakes any actual site construction activities, in which event Developer's liability hereunder shall be limited to the actual site construction activities undertaken.

2. **Execution by City.** By executing this Agreement, the City agrees that this Agreement has been approved by the City Commission in public session, as evidenced by the minutes attached as Exhibit D; as well as having approved the PUD Submittal, as referenced in the minutes attached as Exhibit C.

3. **Effect of Agreement.**

A. After this Agreement has been executed by both parties, this Agreement and a designation of rezoning shall be enacted, published and recorded at the Marquette County Register of Deeds, according to all local ordinances, and state and federal law.

B. Upon execution of this Agreement, the terms and provisions of this Agreement shall become effective and shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns. Developer shall have the right to assign all rights and obligations contained within this Agreement to any other person or entity upon providing the City with notice of such assignment. If Developer makes such an assignment, any obligation or liability of Developer shall automatically and immediately terminate; however, the assignee shall, immediately upon assignment, assume all of the rights and obligations contained within this Agreement.

C. To the extent any terms of this Agreement conflict with any terms or conditions contained within Exhibit C or Exhibit D, the terms of this Agreement shall control. It is understood and agreed by both parties that the PUD Submittal (a portion of which is attached hereto as Exhibit A) is the approved overall preliminary Site Plan for the Development. Pursuant to the City's Land Development Code 54.323, "proposed amendments or changes to an approved PUD plan shall be submitted to the Zoning Administrator. The Zoning Administrator shall determine whether the proposed modification is of such minor nature as not to violate the area and the density requirements or to affect the overall character of the plan, as guided by Section 54.323(N)(1), and in such event may approve or deny the proposed amendment. If the Zoning Administrator determines the proposed amendment is major in nature, the Planning Commission shall review the amendment in accordance with the provisions and procedures of this Section as they relate to the final approval of the PUD and make a recommendation to the City Commission to approve or deny the changes. The Zoning Administrator may refer any proposed amendment to the Planning Commission at his/her discretion for determination of minor/major amendment status." The parties acknowledge that the PUD submittal may need to be amended, as permitted by the Land Development Code.

D. Any failure to comply with a condition contained within this Agreement shall constitute a violation of the Land Development Code and shall be subject to all remedies available by law.

E. In the event the Parcel, or any portion thereof, is rezoned for any reason after the execution of this Agreement, this Agreement and all terms and conditions shall terminate as to the Parcel, or rezoned portion thereof, and shall become void. Upon the request of Developer (or any subsequent owner), the City Clerk shall record notice of termination of this Agreement at the Marquette County Register of Deeds.

4. **Conditions.** The specific conditions under which Developer shall develop the Parcel are that the terms of the PUD Submittal shall be followed, except that an amended plan shall be submitted to meet City staff comments for the final site plan review, particularly concerning lighting, landscaping, fencing and engineering details. This includes the variances for the larger multi-family unit and the reduction in front and rear lot setbacks.

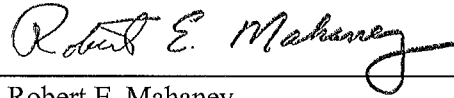
5. **Entire Agreement.** This Agreement, including the Exhibits hereto, shall constitute the entire agreement between the parties hereto with respect to the PUD zoning approval and shall supersede all prior or contemporaneous negotiations, understandings, agreements, commitments, and writings with respect to such subject matter.

6. **Counterparts and Facsimile/Electronic Copies.** The parties agree that this Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. The parties further agree that facsimiles and/or emailed/electronic copies of signatures (such as .pdf) shall serve as originals.

[signatures on the following page]

IN WITNESS WHEREOF, this Agreement was executed on the date first above written.

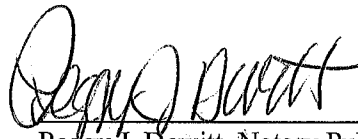
VERIDEA GROUP, LLC



By: Robert E. Mahaney
Its: Manager

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledgment before me in Marquette County, Michigan on Aug. 18th, 2025, by Robert E. Mahaney, Manager of Veridea Group, LLC, a Michigan limited liability company, on behalf of said entity.



Peggy J. Dewitt, Notary Public
State of Michigan, County of Marquette
Acting in Marquette County, Michigan
My Commission Expires: 2/24/2027

[signatures continued on the following page]

CITY OF MARQUETTE

By: Jessica Hanley
Its: Mayor

By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledgment before me in Marquette County, Michigan on _____, 2025, by Jessica Hanley, Mayor of the City of Marquette, and Kyle Whitney, Clerk of the City of Marquette, a municipal corporation, each on behalf of such entity.

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

Approved as to content:

Approved as to form:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

Prepared by and when recorded return to:
Leonard K. Berman, Esq.
Hainer & Berman, P.C.
24255 W. 13 Mile Road, Suite 270
Bingham Farms, MI 48025

L:\25-934\PUD\PUD - Brownstones at Uptown

EXHIBIT A
PUD SUBMITTAL

EXHIBIT B

CITY PLANNING COMMISSION MEETING MINUTES

EXHIBIT C

CITY COMMISSION MEETING MINUTES

EXHIBIT D

CITY COMMISSION MEETING MINUTES



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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: May 28, 2025
SUBJECT: 01-PUD-03-25 (05-SPR-06-25) – Preliminary PUD plan review for W. Magnetic St (Portion of PIN: 0410681))

The Planning Commission is being asked to review an application for a preliminary Planned Unit Development (PUD) approval. The Planning Commission determined that the proposed PUD met the criteria for qualification as a PUD at a public hearing on March 18, 2025. The Planning Commission is now prepared to conduct a public hearing for a preliminary site plan review and then draft a recommendation to the City Commission, who will determine whether to approve or deny the PUD at a public hearing to follow. If approved by the City Commission, the City Attorney will prepare a contract. After the contract is recorded, the applicant can submit a final site plan to the Planning Commission for their determination of conformity to the contract and compliance with the Land Development Code. Only after all these steps are completed and any conditions of approval are complied with can staff issue permits for the development of the PUD.

Please see the attached STAFF FILE REVIEW/ANALYSIS for a complete review of the proposal.

All notices have been sent in accordance with the Land Development Code and State Law. No correspondence has been received.

RECOMMENDED ACTION:

In accordance with the Land Development Code, the Planning Commission should hold a public hearing, review the proposed PUD site plan and support information provided in this packet, and make a recommendation to the City Commission regarding the proposed PUD.

It is also highly recommended that any recommendation regarding the PUD site plan include:

After review of the PUD site plan (includes pattern book items) dated May 5, 2025, and the STAFF FILE REVIEW/ANALYSIS for 01-PUD-03-25, the Planning Commission, who previously established that the PUD met 7 out of 10 required objectives and the criteria to be eligible for a PUD of Section 54.323(F) of the Marquette City Land Development Code, and the preliminary PUD Plan meets Section 54.323(H) of the Marquette City Land Development Code, recommends that the PUD be (approved/denied) by the Marquette City Commission (for the following reasons/with the following conditions).

- Staff recommends a condition of approval that an amended plan is submitted to meet staff comments for the final site plan review.



STAFF FILE REVIEW/ANALYSIS

Completed by Andrea Landers – Zoning Official

Reviewed by David Stensaas – City Planner and Zoning Administrator

File Number: 01-PUD-03-25 (05-SPR-06-25)

Date: May 28, 2025

Project/Application: Preliminary PUD Approval and Site Plan Review for a proposed Planned Unit Development (PUD) for a mixture of Townhome types (one-unit, duplex, triplex, and six-unit) for a total of 36 units to be located at the three existing parking lots on the south side of W. Magnetic Street between Lee Street and Fourth Street.

Location: W. Magnetic Street (Between Lee St. and Fourth St.)

Parcel ID: Portion of 0410681

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

Current Zoning: MDR – Medium Density Residential

Surrounding Zoning:
North: M-U – Mixed Use
South: MDR – Medium Density Residential
East: MDR – Medium Density Residential & M-U – Mixed Use
West: MDR – Medium Density Residential

Zoning District and Standards:

Current Zoning – MDR

Section 54.308 MDR, Medium Density Residential District

(A) Intent	
The MDR district is intended to establish and preserve medium density residential neighborhoods that present an environment acceptable to a range of users, including families of all types. Some additional non-residential compatible uses may be allowed. It is important to the community to preserve and enhance the pedestrian-friendly, compact neighborhood types where homes and buildings are of similar scale and character.	
(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots • Accessory Use, Single-Family Residential Lots • Adult Foster Care, Family Home • Adult Foster Care, Small Group Home • Child or Day Care, Family Home • Child or Day Care, Group Home • Child Care Center or Day Care Center	• Cemetery • Dwelling, Intentional Community • Dwelling, Quadplex • Foster Family Group Home • Hospital Hospitality House • Public or Governmental Building • Recreational Use, Public • Religious Institution

STAFF FILE REVIEW/ANALYSIS

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• Dwelling, Accessory Unit • Dwelling, Single-Family Detached • Dwelling, Triplex • Dwelling, Two-Family (Duplex) • Food Production, Minor • Foster Family Home • Home Occupation • Home Office • Homestays and Vacation Home • Outdoor Entertainment and Community Events (Temporary) • Residential Limited Animal Keeping • Small Wind Energy Systems, Roof-Mounted • Solar Energy Systems, <20kw- Accessory Use	• School, Primary or Secondary • School, University • Solar Energy Systems, ≥20kw to 2 MW - Accessory Use • Supportive Housing Facility, Transitional and/or Permanent
Where there is a discrepancy between Section 54.306 and this table, Section 54.306 shall prevail.	

(D) Dimensional Regulations for 1 Dwelling unit and other uses identified in Section 54.308

Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	4,500 (C)	Front Yard (ft.)	15 (A) , (B)
Min. Lot Width (ft.)	37.5 (D)	Side Yard (one) (ft.)	5 (L)
Max. Impervious Surface Coverage (%)	(S)	Side Yard (total of 2) (ft.)	13 (L)
Max. Building Height of Primary Building (ft.) (Q)	31.5	Rear Yard (ft.)	20 (L)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

(E) Dimensional Regulations for 2 Dwelling Units

Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	6,000 (C)	Front Yard (ft.)	15 (A) , (B)
Min. Lot Width (ft.)	50 (D)	Side Yard (one) (ft.)	10 (L)
Max. Impervious Surface Coverage (%)	(S)	Side Yard (total of 2) (ft.)	20 (L)
Max. Building Height of Primary Building (ft.) (Q)	31.5	Rear Yard (ft.)	20 (L)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

(F) Dimensional Regulations for 3-4 Dwelling Units

Lot, Coverage, and Building Height Standards		Minimum Setbacks	
Min. Lot Area (sq. ft.)	9,000 (E)	Front Yard (ft.)	15 (A)
Min. Lot Width (ft.)	75 (E)	Side Yard (one) (ft.)	10 (H) , (L)
Max. Impervious Surface Coverage (%)	(S)	Side Yard (total of 2) (ft.)	20 (H) , (L)
Max. Building Height of Primary Building (ft.) (Q)	31.5	Rear Yard (ft.)	30 (H) , (L)
Max. Building Height of Accessory Building	(L)		
Max. Building Height (stories)	-		
Max. Lot Coverage/ Ground Coverage	0.50		
Where there is a discrepancy between Article 4 and this table, Article 4 shall prevail.			

STAFF FILE REVIEW/ANALYSIS

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(G) References to Additional Standards		
Definitions Article 2	Exterior Lighting Section 54.802	Landscaping and Screening Article 10
Subdivisions Section 54.501	Riparian Buffers Section 54.804	Signs Article 11
Site Condominiums Section 54.503	Wetland Protection Section 54.805	Nonconformities Article 12
Accessory Structures Section 54.705	Steep Slopes and Ridgelines Section 54.806	Zoning Permits Section 54.1401
Fences and Walls Section 54.706	Parking, Loading, and Access Management Article 9	Site Plan Review Section 54.1402

Section 54.1003 Landscaping Design Requirements**(D) Buffer and Greenbelt Requirements.**

- (1) Intent. It is the intent of this section to provide suitable transitional yards for the purpose of reducing the impact of and conflicts between incompatible land uses abutting district boundaries.
- (2) Buffer and Greenbelt Schedule. On any lot abutting a zoning district boundary, no structure, building or part thereof shall hereafter be erected, constructed, altered or maintained closer to the district boundary line than specified (in feet) in the following schedule (*Figure 50*). Where indicated, landscape planting is required.

Figure 50 - Required Buffer and Greenbelt Specifications:

DISTRICT IN WHICH BUFFER & GREENBELT IS REQUIRED	ABUTTING DISTRICT							
	LDR & MDR	MFR	MHP	M-U	CBD	GC & RC	C, M, & CR	I-M & BLP
LDR and MDR	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

Proposed Zoning – PUD

Intent and Uses Allowed (staff comments, where applicable, are indicated in bold text):

Section 54.323 PUD, Planned Unit Development District

- (A) Purpose. The Planned Unit Development (PUD) option is intended to encourage, with City approval, private or public development that is substantially in accord with the goals and objectives of the Community Master Plan. Development permitted under this Section shall be considered as an optional means of development only upon terms agreeable to the City. Use of the PUD option will permit flexibility in the regulation of land development and benefit the City by:

- (1) Encouraging innovation through an overall development plan to provide variety in design and layout.
- (2) Achieving economy and efficiency in the use of land, natural resources, energy, and in the provision of public services and utilities.
- (3) Encouraging the creation of useful open spaces particularly suited to the needs of the parcel in question.
- (4) Providing appropriate housing, employment, service, and shopping opportunities suited to the needs of residents of Marquette.

(B) Use. The PUD may be used to:

- (1) Permit nonresidential uses of residentially zoned areas.
- (2) Permit residential uses of non-residentially zoned areas.
- (3) Permit land uses and the mixing of land uses that would otherwise not be permitted, provided the objectives are supported by the Master Plan and the intent of this Ordinance and the resulting development promotes the public health, safety, and welfare without a material adverse impact on adjoining existing and planned uses.

(C) Minimum Size. The minimum size of a PUD must be two (2) acres of contiguous land. However, the City Commission, upon recommendation from the Planning Commission, may permit a smaller PUD under the following circumstances:

- (1) The proposed project has unique characteristics and benefits; and/or
- (2) The parcel in question has unique characteristics that significantly impact development, such as unusual topography, tree stands, wetlands, poor soil conditions on portions of the parcel, water courses, unusual shape or proportions, or utility easements that cross the parcel.

In such case, the applicant must submit a letter to the City requesting a waiver of the minimum PUD size requirements. The request must be submitted at the time of the submittal of Concept and Request for Consideration of Project Qualifications (*Section 54.101(G)*). The Planning Commission shall review the request and make a recommendation to the City Commission. The City Commission shall make the final decision concerning a request to waive the PUD size requirements.

The City Commission waived the contiguous 2 Acre minimum requirement on April 14, 2025.

(D) Density, Layout, and Bulk.

- (1) Densities, setbacks, height, lot coverage, or lot sizes may be permitted that are different from the current zoning district and unique to the proposed PUD district, provided the other objectives of this Ordinance are met and the resulting development would promote the public health, safety, and welfare. The requirements of the Riparian Overlay District must be met.
- (2) The PUD shall be laid out so various land uses and building bulk relate to each other and to adjoining existing and planned uses with no material adverse impact of one use on another. Clustering development is encouraged in areas that are not located in the Riparian Overlay District.

(E) Definitions.

- (1) A “Planned Unit Development” (PUD) is a zoning district that shall apply to a specific parcel of land or several contiguous parcels of land, for which a comprehensive physical plan has been recommended by the Planning Commission, approved by the City Commission, and documented in a contract (PUD Agreement) between the City and site owner/developer. Such plan and contracted development will establish functional use areas and density patterns; will provide a fixed system of streets, public utilities, drainage, and other essential services; and account for similar factors necessary for and incidental to the intended land uses. The Planning Commission may, but is not required to, consider parcels separated by a public street as eligible for inclusion in a PUD.
- (2) A “Pattern Book” is a document prepared by the applicant’s design firm that contains specific information on the site master plan, and architectural designs for planned buildings. Information should include specifications on building materials, size, and dimensions, building elevations, and site design elements such as pedestrian walkways, lighting, landscaping, and signage.

(F) Criteria for Qualifications. *The PUD option may be permitted anywhere in the City except in the Conservation and Recreation (CR) district. To be considered for the PUD option, it must be demonstrated that all of the following criteria are met:*

(G) Submittal of Concept and Request for Consideration of Project Qualifications.

Sections (F) and (G) have been omitted. The Planning Commission “qualified” the project for a PUD on March 18, 2025.

(H) Submittal and Approval of Preliminary PUD Plan. An application for Preliminary PUD Plan approval may be made for consideration with the submission of the following materials and Planning Commission review. To expedite PUD projects, the Planning Commission, at its discretion, may waive submitted information required in Section 54.101(H) and **Error! Reference source not found.**

STAFF FILE REVIEW/ANALYSIS

Page 6 of 12

- (1) Submittal of Proposed PUD Plan. An application shall be made to the Community Development Department for review and recommendation by the Planning Commission that complies with the preliminary site plan information requirements of ***Error! Reference source not found.***, including but not limited to the following graphic and written representations of the project at a scale not to be smaller than one (1) inch equals one hundred (100) feet unless approved by the City:

- (a) A boundary survey of the PUD boundaries being requested completed by a licensed land surveyor.

Provided.

- (b) A topographic map of the entire area at a contour interval of not more than one (1) foot and spot elevations at intervals not to exceed fifty (50) feet, unless waived.

Provided.

- (c) Existing natural areas including, but not limited to, major stands of trees, bodies of water, wetlands, floodplains, steep slopes, and un-buildable areas.

N/A

- (d) A proposed land use plan.

Provided.

- (e) Parcel and lot lines, land use, access points, and zoning of all parcels within 100 feet of the PUD site.

Provided and will provide per responses to Zoning Comments.

- (f) Vehicular circulation including major drives and location of vehicular access. Proposed project cross sections including public streets or private roads.

Provided.

- (g) Transition treatment, including minimum building setbacks to land adjoining the PUD and between different land use areas within the PUD.

Provided.

- (h) The location of nonresidential buildings and parking areas, estimated floor areas, building coverage, and number of stories and heights for each structure.

N/A – proposal is for all residential buildings or accessory structure.

- (i) The location of residential unit types and densities, and lot parcel or land units by frontages and areas.

Provided.

- (j) The location of all wetlands, water and watercourses, and proposed water detention areas.

N/A.

- (k) The boundaries of open space areas that are to be preserved or reserved and an indication of the proposed ownership thereof.

Provided in the plan set and narrative.

- (l) A schematic landscape treatment plan for open space areas, streets, and border/transition areas to adjoining properties.

Provided.

- (m) A preliminary grading plan, indicating the extent of grading and delineating any areas that are not to be graded or disturbed.

Provided.

- (n) An indication of the contemplated water distribution, storm, and sanitary sewer plan.

Provided.

- (o) A written statement explaining in detail the full intent of the applicant, indicating the type of dwelling units or uses contemplated and resultant population, floor area, parking, and supporting documentation, including the intended schedule of development.

Provided.

- (p) The proposed phasing of the project, tentative development timetables, and future ownership intentions. Each phase of the project should be capable of standing alone.

Provided.

- (q) Minimum of two (2) site sections, showing major building relationships and building site features.

Provided.

- (r) Detailed design guidelines, drawings, and / or pattern book, which depict the design character of the project; the architectural details of proposed buildings; details on various site elements such as lights, furniture, landscaping, signage; and such other information deemed appropriate by the Planning Commission.

Provided except for lighting. See narrative for their response regarding lighting.

(2) Planning Commission Review of Proposed PUD Plan.

- (a) Public Hearing and Review Procedure. The Planning Commission shall give notice of a public hearing as provided in **Error! Reference source not found.** and hold a public hearing on the PUD and conduct a review of the PUD Plan and rezoning pursuant to the rezoning procedures of **Error! Reference source not found.**
- (b) Planning Commission Review and Determination. The Planning Commission shall review the proposed PUD plan and make a recommendation to the City Commission as to the proposal's qualification for the PUD option and for adherence to the following objectives and requirements:
 - (i) The proposed PUD adheres to the criteria for qualification of the PUD option (Section 54.101(F)) and promotes the land use goals and objectives of the City.

To be determined by the Planning Commission. It was determined the concept PUD meet the following objectives:

- (a) To permanently preserve open space or natural features because of their exceptional characteristics or because they can provide a permanent transition or buffer between land uses.***
- (c) To accept dedication or set aside open space areas in perpetuity.***
- (f) To promote the goals and objectives of the Community Master Plan.***
- (g) To foster the aesthetic appearance of the City through quality building design and site development; the provision of trees and landscaping beyond minimum requirements; the preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements.***
- (h) To bring about redevelopment of sites where an orderly change of use or requirements is determined to be desirable.***
- (i) To bring about redevelopment of sites that have been identified as environmentally distressed or Brownfields.***

(j) To facilitate appropriate development of environmentally sensitive areas.

- (ii) All applicable provisions of this Section shall be met. Insofar as any provision of this Section shall be in conflict with the provisions of any other section of this Ordinance, the provisions of this Section shall apply to the lands embraced within a PUD area.

To be determined by the Planning Commission.

- (iii) There is, or will be, at the time of development, an adequate means of disposing of sanitary sewage and of supplying the development with water, and that the road system and storm water drainage system are or will be adequate.

To be determined by the Planning Commission.

- (3) Performance Guarantee. The City Commission and/or Planning Commission can require the applicant to submit a performance guarantee, escrow funds, or other such performance-based guarantees to the City as a condition of PUD approval pursuant to **Error! Reference source not found.** The amount of the performance guarantee shall be recommended to the Planning Commission by the City Attorney after discussion with the applicant, City Engineering Department, and other involved parties.

To be determined by the Planning Commission.

Buffer and Greenbelt Requirements.

None required with PUD.

Schedule of Regulations.

Zoning District	Minimum Lot Size	Minimum Lot Width	Minimum Front Yard	Minimum Side Yard	Minimum Rear yard	Maximum Height
PUD	Per approval	Per approval	Per approval	Per approval	Per approval	Per approval

Relationship to Site Plan Review Standards (Staff Comments in Bold Text):

Per Section 54.1402 of the Land Development code:

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

- (1) Public Health, Safety, and Welfare. The uses proposed will not harm the public health, safety, or welfare. All elements of the site plan shall be

designed to take into account the site's topography, the character of adjoining property, and the type and size of buildings. The site shall be developed so as not to impede the normal and ordinary development or improvement of surrounding property for uses permitted in this Ordinance.

The proposed site plan is for a mixture of Townhome types (one-unit, duplex, triplex, and six-unit) for a total of 36 units to be located at the three existing parking lots on the south side of W. Magnetic Street between Lee Street and Fourth Street. The proposal is not anticipated to harm the public health, safety, or welfare.

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

The proposal indicates a new curb cut and driveway from Lee Street to one of the parcels. The other two parcels use existing curb cuts and driveways. The proposal also has pedestrian paths on the parcels.

- (3) *Vehicular and Pedestrian Circulation.* *The arrangement of public or common ways for vehicular and pedestrian circulation shall be connected to existing or planned street and pedestrian or bicycle pathways in the area. There shall be provided a pedestrian circulation system which is separated from the vehicular circulation system. In order to ensure public safety, special pedestrian measures, such as crosswalks, crossing signals and other such facilities may be required in the vicinity of schools, playgrounds, shopping centers, and other uses which generate a considerable amount of pedestrian traffic.*

The proposal has pedestrian paths on the parcels which is separated from the vehicular circulation system.

- (4) *Topography and Landscaping.* *The landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding property.*

See Sheets C-04.1 and C-04.2 for the landscaping plan. Please see Zoning comments and applicant's responses regarding the proposed landscaping for the site.

- (5) *Storm Water Management.* *Appropriate measures shall be taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Surface water on all paved*

areas shall be collected so that it will not obstruct the flow of vehicular or pedestrian traffic or create standing water.

Per the applicant's narrative a "storm water system is proposed with underground storage chambers to reduce storm water runoff to the City system".

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

The Police and Fire Departments had no comments regarding access.

- (7) Outdoor Storage and Loading and Unloading Areas. *All outside storage areas, including refuse storage stations, shall be screened from the view of the street and/or adjacent residentially zoned properties. All loading and unloading areas shall be reasonably screened for residentially zoned properties.*

Per the applicant's narrative for the 36 units – "Roadside collection will be used to collect waste. A local disposal company will be hired by the Condo Association and pick up will be at the rear of the buildings individually at the Garages. Note that none of the garages are viewable from the street so individual cans will be contained within the sites view only".

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

Per the applicant's narrative, "lighting details are still in process and will be designed for low intensity to remain on the site and meet the city current ordinance for lighting. These details will be provided in the site plan final review process".

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

The main entrance of buildings L, A, B, C, D, E, F, and G face Magnetic Street. Buildings H and I face a parking lot. Buildings J and K face the green space area. Building M faces Piqua Street.

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

The Planning Commission should discuss this with the applicant to verify that no noise, vibration, dust, fumes, or other nuisance shall leave the property in a manner that affects the surrounding area.

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

Please see applicant's response to Engineering comments. Staff is requesting that a revised site plan is submitted to meet staff comments for the final site plan review if the PUD request is approved.

Additional Comments:

The proposal has reduced the number of units from the concept review of 40 units to 36 units.

Per the applicant's PUD application, the applicant is requesting the following variances:

- Section 54.306 (B) and (C) to allow larger multi family units – “Because of the shape of the lots and access from all streets: Lee, Magnetic, and Fourth, it allows better layout and reduced direct access points, especially to Magnetic and Fourth Streets”.
- Section 54.308(D) Reduction of Front and Rear Lot Setbacks – “Magnetic has an 80-ft ROW and more green boulevard, a reduction to 10-ft would make the location of the homes closer to that of a typical city street ROW, and our proposed 6-plexes which have internal parking. Allowing a 10-ft reduction provides better layout allowing more internal green space. The Piqua Street ROW also provides additional separation to the homes to the South”.

Attachments:

- Applicant's applications for PUD and Site Plan Review
- Applicant's Narrative
- PD Staff Comments
- Applicant's response to Zoning, Engineering, and Fire Staff comments
- Area Map
- Block Map
- Zoning Map
- Photos of Site
- Site Plan set (Pattern book info included)

PRINT

CITY OF MARQUETTE
PLANNED UNIT DEVELOPMENT APPLICATION



CITY STAFF USE

Parcel ID#: 0410681 File #: 01-PUD-03-25 Required Narrative Submitted: Y/N
Receipt #: 930315 Check #: 10230 Received by and date: 5-6-25
Concept Plans (6 copies) Submitted: Y/N Hearing Date: _____ Notice Date: _____
Preliminary Plan & Pattern Book (6) Submitted: Y/N Hearing Date: 6-3-25 Notice Date: 5-16-25
Final Site Plan(6) Submitted: Y/N Contract signed: Y/N Meeting Date: _____
Amendment Plan (6) Submitted: Y/N Meeting Date: _____

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

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

- ☐ PUD Criteria Qualification \$1,365
☒ PUD Review
(includes Preliminary & Final Site Plan Review) \$5,115
PUD Revision – Administrative Minor
☐ Residential (additions, etc.) \$220
☐ Commercial structure, ≥ 3 residential units \$885
☐ PUD Revision - Major \$2,750

If you have any questions, please call 228-0425 or e-mail alanders@marquettemi.gov. Please refer to www.marquettemi.gov to find the Planning Commission page for filing deadline and meeting schedule.

Please review the attached:

- PUD Timeline
- PUD Checklist
- Excerpts from the City Land Development Code
 - Section 54.323 Planned Unit Development
 - Section 54.1402 Site Plan Review

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: Veridea Group, LLC
Address: 857 W. Washington, Suite 301
City, State, Zip: Marquette, MI 49855
Phone #: 906.228.3900
Email: mthomas@verideagroup.com

APPLICANT/OWNER'S REPRESENTATIVE

Name: Brian M. Savolainen (WW)
Address: 3224 US-41 West #240
City, State, Zip: Marquette, MI 49855
Phone #: (906) 250-5729
Email: bsavolainen@wickwiresolutions.com

PRE-APPLICATION CONFERENCE

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

PROPERTY INFORMATION

Property Address: Magnetic Street (No Add.)	Property Identification Number: 041068 (
Size of property (frontage / depth / sq. ft. or acres): 180' on Lee, 858.5' Mag, 90' 4th / 90'to180' /3.1 Acres	
Zoning District: MDR	Current Land Use: Parking Lots
Surrounding Zoning Districts: North - MU East - MU South - MDR West - MDR	Surrounding Land Use: North - Residential and Vacant (former hospital site) East - Residential and Worship South - Residential West - Residential

PLANNED UNIT DEVELOPMENT INFORMATION

Percentage of Land Use by Type

	Residential	Commercial/ Institutional	Industrial	Open Space	Other	Total
# of Acres	1.43	0	0	1.67	0	3.10
% of Total	46.1%	0	0	53.9%	0	100%

Residential Density

Type of Unit	Number of Units	Net Acres	Net Density
Single Family Home			
Town Home	36	1.43 Acres(62,220Sft)	27.97
Apartments			
Other			
Total			

Net Acres - Land development for land use type not including right-of-way
 Net Density - Number of Units/Net Acres

VARIANCES FROM ORDINANCE(S)

THIS IS A REQUIRED SECTION. FAILURE TO FILL OUT MAY INDICATE THAT THE PROPERTY CAN BE DEVELOPED UNDER CURRENT ZONING DISTRICT STANDARDS.

Please list and justify the request variance(s) from the Land Development Code (attach additional pages if necessary):

Section 54.306 (B)&(C) to allow larger than quadplex multi family units -- Because of the shape of the lots and access from all streets: Lee, Magnetic, and 4th, it allows better layout and reduced direct access points, especially to Magnetic and 4th Streets.

Section 54.308 (D) Reduction of Front and Rear Lot Setbacks -- Magnetic has an 80' ROW and more green boulevard, a reduction to 10' would make the location of the homes closer to that of a typical city street ROW, and our proposed 6-plexes which have internal parking.

Allowing a 10' reduction provides better layout allowing more internal green space. The Piqua Street ROW also provides additional separation to the homes to the South.

See cover letter for more information.

REVISIONS TO PUD

Please list the proposed revisions to your approved PUD (attach additional pages if necessary):

Since the concept application, the number of units has been reduced from 40 to 36, and access from Piqua Street has been removed from the plan.

Minor layout modifications may be necessary as the plan moves forward and we work with the City of Marquette Planning/Zoning/Engineering Departments.

SIGNATURE

I hereby certify the following:

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

Property Owner Signature:

Robert E. Mahoney

Date: 4/22/25

Applicant Signature:

B. M. J. O.

Date:

4/22/05

PRINT

**CITY OF MARQUETTE
SITE PLAN REVIEW APPLICATION**



CITY STAFF USE

Parcel ID #: 0410681 inc in 01-PUD-03-25 File #: 05-SPR-06-25
Receipt/Inv #: _____ Check #: _____ Received by and date: _____
Site Plan Sheet Set (PC Review - 6 copies/Admin Review - 3 copies) Submitted: ☒ Y ☐ N Digital Copy ☒ Y ☐ N
If applicable - Hearing Date: 6-3 Notice Date: 5-16 Application complete (checklist, etc): ☒ Y ☐ N
Does the site plan meet the required items: Y / N

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

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

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

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

- | | |
|--|---------|
| ☐ Sketch Plan | \$975 |
| ☐ Preliminary SPR | \$1,930 |
| ☐ Administrative Review (CDRT review) | \$2,120 |
| ☐ Administrative Review (Non-CDRT review) | \$1,110 |
| ☐ Planning Commission Review | \$2,420 |

Revised Site Plan (Developer Initiated)

- | | |
|--|---------|
| ☐ Administrative Review (CDRT) | \$1,595 |
| ☐ Administrative Review (Non-CDRT review) | \$1,080 |
| ☐ Planning Commission Review | \$1,845 |

Site Condominium

- | | |
|--|---------|
| ☐ Site Condominium Review | \$2,095 |
| ☐ Revised (Developer Initiated) | \$1,015 |

Plats/Subdivision

- | | |
|--|---------|
| ☐ Preliminary | \$2,095 |
| ☐ Final | \$2,095 |
| ☐ Revised (Developer Initiated) | \$1,015 |

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

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

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

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

STORMWATER

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

PRE-APPLICATION CONFERENCE

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

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name Veridia Group
Address 857 W. Washington Street
City, State, Zip Marquette, MI 49855
Phone # 906-228-3900
Email rmahaney@verideagroup.com

APPLICANT/OWNER'S REPRESENTATIVE

Name Brian Savolainen, PE(Wickwire)
Address 3224 US-41W #240
City, State, Zip Marquette, MI 49855
Phone # 906-250-5729
Email bsavo2000@yahoo.com

ARCHITECT

Name Integrated Architecture
Address 840 Ottawa Ave NW
City, State, Zip Grand Rapids, MI 49503
Phone # 616-574-0220
Email Scott@intarch.com

ENGINEER

Name Same as Representative
Address _____
City, State, Zip _____
Phone # _____
Email _____

SURVEYOR

Name Stacey Bluse, TriMedia
Address 830 W. Washington
City, State, Zip Marquette, MI 49855
Phone # 906-228-5225
Email sbluse@trimediaee.com

PROPERTY INFORMATION

Property Address: <u>Magnetic Street</u>	Property Identification Number: <u>0410680</u>
Size of property (frontage / depth / sq. ft. or acres): <u>3.1 Acres</u>	
Zoning District: <u>MDR to PUD</u>	Current Land Use: <u>Parking</u>
Surrounding Zoning Districts: North - <u>Mixed</u> East - <u>Mixed</u> South - <u>MDR</u> West - <u>MDR</u>	Surrounding Land Use: North - <u>Residential & former Hospital</u> East - <u>Residential and Worship</u> South - <u>Residential</u> West - <u>Residential</u>

DESCRIPTION OF PROJECT

Proposed use(s): <u>PUD for Single Family Townhomes</u>
Proposed structures (including stairs) and dimensions, building style, and materials: <u>See Plans</u>
Proposed site improvements: <u>See Plans</u>
Proposed phases and timelines for work: <u>See Narrative in PUD Application</u>
Ultimate ownership: <u>Condo Association</u>

SIGNATURE

I hereby certify the following: 1. I desire to apply for a site plan review indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge. 2. The request would not violate any deed restrictions attached the property involved in the request. 3. I have read the attached Site Plan Review section of the Land Development Code and understand the necessary requirements that must be completed. 4. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the plan. 5. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full. 6. I acknowledge that no work can commence until the review process has been completed (includes clearing and earthwork).	
Applicant Signature: <u>Brian Matthew Savolainen</u>	Date: <u>4/24/25</u>
1. I am the legal owner of the property for which this application is being submitted. 2. I authorize City Staff and the Planning Commission members to inspect the site. 3. If the applicant is other than the owner, the owner hereby grants permission for the applicant to act on his/her behalf.	
Property Owner Signature: <u>Robert E. Mahaney</u>	Date: <u>4/24/25</u>

Project Name: Venidea PUOFile #: 05-SPR-06-25Parcel #: 0410681

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

Site Plan Information Required in the Site Plan Set (See Figure 52 in LDC)		APPLICANT	
		Location in site plan	
Identification of Project			
1. The applicant's name.		Cover	
2. Name of the development.		Cover	
3. The preparer's name and professional seal of architect, engineer, or landscape architect indicating license in the State of Michigan.		Cover	
4. Small scale location sketch of sufficient size and scale. (SKETCH PLAN ONLY)		Cover	
5. A survey of the property, sealed by a surveyor licensed in the State of Michigan.		C-0.1	
6. Date of preparation and any revisions.		Cover	
7. North arrow.		All Site	
8. Complete and current legal description and size of property in acres.		Sht 21&22	
Existing Features			
9. Property lines and dimensions drawn to scale.		All Survey Site	
10. Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the site.		C-0	
11. Lot lines and all structures on the property and within 100 feet of the site's property lines.		C-0	
12. Locations of all significant natural features – streams, wetlands and floodplains (see Section 54.805), steep slopes (see Section 54.806).		None	
13. Boundary of any Riparian Overlay Districts, per Section 54.320(E) . Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per Section 54.806		NA	
14. Any existing private or public easements		NA	
15. Location of any access points on both sides of the street within 100 feet of the site along streets where access to the site is proposed.		C-0	
16. Locations of existing utilities.		C-03.1&2	
17. Existing topography at a minimum of two (2) foot contour intervals.		C-0	
		Location in site plan	N/A attach reason
Proposed Construction			
18. Building footprints, setbacks, and elevations showing height for all proposed structures with the acreage allotted to each use. See Article 3 , Article 4 , and Article 7 .		AS Drawings	
19. Floor area and ground coverage ratios. See Article 3 and Article 4 .		Site & A drawings	
20. Schematic storm water management plan, including elements stated below for Final Site Plan requirements, as needed to show intended compliance with the requirements of the Land Development Code. (Preliminary Site Plan submittal only)		C03.1&2	
21. Proposed topography with a site grading plan with topography at a maximum of two (2) foot contour intervals.		C-02.1&2	

	APPLICANT	
	Location in site plan	N/A attach reason
22. Boundary of any Riparian Overlay Districts, per Section 54.320(E) . Applicable where streams and/or steep slopes, wetlands, and surface water bodies may be impacted by proposed development. Location of steep slopes (>12 percent), per Section 54.806	none	
23. Location and method of screening for all waste dumpsters. See Section 54.1003(F) .	No Dumpsters	
24. Location and dimensions of parking spaces. See Article 9 .	Site Plans	
25. General landscaping design concept acceptable to the Zoning Administrator. (SKETCH PLAN ONLY)	C-04.1&2	
26. A landscaping plan indicating proposed plant locations with common plant name, number, and size at installation. Berms, retaining walls or fences shall be shown with elevations from the surrounding average grade. See Article 10	C-04.1&2	
27. Details of exterior lighting including locations, height, and method of shielding. See Section 54.802 .	TBD	
28. The location of all permanent or temporary signs, existing or proposed, including their area, size, height, illumination, and the type of construction. See Article 11 .	To Be Determined	
29. Locations of utility services (with sizes) and storm water management elements, including, storm drainage, retention or detention ponds and/or swales, rain gardens, riparian buffer vegetative strips, per Section 54.803 . Any proposed public or private easements.	C-03.1&2	
30. Fire hydrant number and placement or other water supply, and standpipe connection type; Fire dept. connection location; Alarm panel location; Fire dept. access details.	New at Each Drive C-03.1&2	
31. If the application is related to property scheduled for phased development, the proposed layout for the total projected development shall be indicated, and the projected scope and time period shall be estimated for each additional phase. The phasing plan must be acceptable to the City staff to ensure that each phase can function independently and is not reliant on future phases if they are not constructed.	In Narrative	
Site Circulation Details and Access Design		
32. General site circulation and access including: indication of street right-of-way and pavement widths; access points; and location of pedestrian paths. See Section 54.907 . (SKETCH PLAN ONLY)	Survey and Sites	
33. Street horizontal and vertical dimensions, including curve radii.	No Change	
34. Dimensions of access points including distance from adjacent driveways or intersecting streets, including those across a street. See Section 54.907 .	Shown Dim to be Add	
35. Schematic location and names of abutting public streets and other right-of-ways, and schematic location of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.	Site & Survey	
36. Schematic of access points, including from adjacent driveways on intersecting streets, including those across a street. See Section 54.907 .	Sites	
37. Locations, dimensions, and names of abutting public streets and other right-of-ways, and of proposed streets/roads, driveways, parking areas, pedestrian and bicycle paths.	Survey	
38. Pavement widths and pavement types for all streets/roads, pedestrian and bicycle paths.	D-1	
39. Written verification of access easements or agreements, if applicable.	NA	
Additional Information		
40. Any other information necessary to establish compliance with this and other ordinances.	NA	

	APPLICANT	
	Location in site plan	N/A attach reason
Voluntary Information/Considerations – callouts/notes and narrative would be appreciated		
41. Infrastructure for Electric Vehicle (EV) charging stations (wiring, conduit, etc.)	NA	
42. Incorporation of green infrastructure elements such as a bioswale/rain garden (see Fig 41), pervious pavers, vegetative/green roof, living retaining wall, French drains.	C-Plans	
43. Public art elements such as sculpture, murals, interactive installations.	NA	
44. Affordable housing (including of explanation of how affordability is calculated).	NA	
45. Encourage colorful cladding materials (black, white, grey materials should be limited to <50 percent of total exterior cladding and trim colors).	See Arch Sheets	
46. Inclusion of bicycle parking facilities (racks, shelters, lockers, etc.) not required by the LDC.	NA	

ENGINEERING DEPT	APPLICANT		DEPARTMENT
	Location in site plan	N/A attach reason	Approved / Waived
Please refer to the Engineering Department General Guidelines and Standards for Street and Utility Design: https://www.marquettemi.gov/wp-content/uploads/2019/03/Design-and-Construction-Standards-Rev-5-4-16.pdf			
Will you be managing stormwater and applying for a stormwater utility fee reduction? ____ Yes ☒ No If yes, please refer to the Stormwater Utility Fee Reduction Application: https://www.marquettemi.gov/wp-content/uploads/2019/03/Fillable-Stormwater-Utility-Fee-Reduction-Application.pdf			
47. Include under general statements: "All utility construction work to be accepted by the City of Marquette into their utility system and all work done in public rights-of-way or easement must be done in accordance with Michigan Department of Transportation and City of Marquette standards and specifications"	Will be added to Permit Set		
48. Curb cut, water, sanitary sewer, storm sewer permits, etc. required? (obtain prior to construction activities)	Will Require Contractor		
49. Vehicle maneuvering lane size	Moving Van, Trash, Plow		
50. Pavement width/type	Shown		
51. Vegetated buffer or curbing between street and sidewalk and between sidewalk parking areas	Yes		
52. Storm sewer ≥12" diameter, in right-of-way, shall be reinforced concrete	None in ROW		
53. Sumps in catch basins?	Yes		
54. Plans to be stamped, dated and signed by a professional engineer	Yes		
55. Is the downstream storm sewer capacity adequate?	Reduced from Current so yes		
56. Verify that storm water runoff volume or velocity is not increased onto adjacent properties	Yes		
57. Does any earthwork disturb adjacent properties?	No		
58. Wetland concerns/proper permits obtained?	NA		
59. Traffic impact minimal to existing conditions (stacking, etc.)?	Same as Current better Location		

ENGINEERING DEPT CONT.	APPLICANT		DEPARTMENT
	Location in site plan	N/A attach reason	Approved / Waived
60. Vehicular and non-motorized circulation	Site		
61. Sanitary sewer inlet to outlet angles greater than or equal to 90 degrees?	Yes		
62. Is there a hydrant at the end of any proposed dead end water main?	Yes		
63. Size and material type of proposed and existing utilities shown?	Yes		
64. Street horizontal and vertical dimensions, radii	No Street Improvements		
65. Width and materials for non-motorized paths	None		
66. Dimension of access points including distance from adjacent driveways or intersecting streets	Shown	dims to be added	
67. Profiles will be shown for all utilities to be accepted by the City of Marquette into their utility system. All grades, pipe sizes, pipe materials, inverts and rim elevations will be shown on the profiles (water mains must have a minimum of 6 feet of cover, sanitary sewer mains must be installed under water mains with 1.5 feet of clearance)		Will be added to final site	

PUBLIC WORKS DEPT.	APPLICANT		DEPARTMENT
	Location in site plan	N/A attach reason	Approved / Waived
68. Delineate & dimension all public or private easements	We will be providing for Neighbor		
69. Show public utility main locations & sizes within 100 feet of property boundary	C-03		
70. Extension or re-routing of public utility systems required	No		
71. Capacity and condition concerns of existing utility lines to serve the project	None		
72. Abandonment of existing utility lines associated with the project	None		
73. Location of existing and proposed utility services (with sizes), including storm water to be shown	C-0 & 3		
74. Utility metering requirements of the project	In building		
75. Backflow and cross connection requirements applicable to the project including any proposed irrigation systems	TBD		
76. Sanitary waste pretreatment requirements	Meet County Bldg		
77. Adequate snow storage provided on the property, without clear vision or utility obstructions	Yes		
78. Provisions to collect drainage from snow storage areas collected on property	Green Areas		
79. Access to public property (permits required for any work on ROW) (Drive, sidewalk, and trail connections)	Will Apply for		
80. Additions or changes to public signing or traffic control required or recommended	None		

	APPLICANT		DEPARTMENT
	Location in site plan	N/A attach reason	Approved / Waived
PUBLIC WORKS DEPT. CONT.			
81. Additions to existing public sidewalks, or plowed routes, required or recommended	none		
82. Impact of project on public snow removal/storage	none		
83. Effect on plowing or ice control priorities	none		
84. New signing, overhangs, access ramps, grade changes, retaining walls, fences, etc. to be constructed in City ROW or easements	None		
85. Adequate, proper, and accessible on-site waste storage	Individual	Pick up	
86. Adequate clearances and clear vision maintained for maintenance and sanitation equipment	Yes		
87. Removal, trimming, or planting of public trees required	None		
88. Maintenance-friendly design for any portions of the project to become public property	None		
89. Storage of hazardous materials associated with the project near public utilities	None		
90. Blasting near public utilities associated with the project	None		

	APPLICANT		DEPARTMENT
	Location in site plan	N/A attach reason	Approved / Waived
FIRE DEPARTMENT DEPT.			
91. Buildings meet NFPA standards/NFPA Life Safety Code 101/ BOCA National Property Maintenance Code	Will be		
92. Proper water supply for fire suppression including fire hydrants and water mains	No Change		
93. Safe outlets for flushing fire hydrants	No Change		
94. Easements to test hydrants	None		
95. Water supply meets NFPA standards	Will be		
96. Fire Apparatus Access	Architect will coordinate with Fire		
97. Surface Construction	See Plans		
98. Ability to support fire trucks	Yes		
99. Fire truck angle of approach	All sides		
100. Outside turning radius	For Semi		
101. Grade of drive or road ok	Reduced from Existing 3%		
102. Overhead clearance adequate	Yes		
103. Driveways and access roads meet NFPA standards	No Change		

	APPLICANT		DEPARTMENT
	Location in site plan	N/A attach reason	Approved / Waived
POLICE DEPARTMENT DEPT.			
104. Cross reference with accident data at nearest intersection(s)	No Change		

Applicant's Narrative

Townhomes PUD (Step 3 – Submittal of Preliminary Plan)

The Veridea Group recently submitted an application for the Development of a PUD at the former Marquette General Hospital (MGH) properties located South of Magnetic Street between Lee Avenue and Fourth Street. The three properties are identified by Marquette Property ID Number 0410680 and have no specific property address. The properties are currently parking lots formerly utilized for parking at MGH and have no use in their current condition.

The Parcels are located in the Medium Density Residential (MDR) zoning district. Veridea and its consultants have been developing a concept plan to best meet the current zoning and restore the area to a residential neighborhood with a mixture of Townhomes that best utilize the current layout of the properties. The Townhomes are designed with multi-car garages to limit the need for large parking areas and allow for increased green space. The plan reduces the storm water runoff to the city system, and the installation of additional storm water utilizing underground storage beneath some of the green spaces will further reduce the flow to the City system.

The City Planning Commission held a public hearing on the PUD concept plan on March 18. The concept plan was approved and this application represents the next step of the PUD process. The attached Preliminary Plan set with some additional proposed Town Home details has been developed.

Note that following the meeting and hearing comments from the public, Planning Commissioners and other miscellaneous concerns, the number of units has been reduced to 36 and vehicular access to Piqua Street has been eliminated.

This submittal has been prepared in accordance with the requirements of *Section 54.1402*, including but not limited to the following graphic and written representations of the project at a scale not to be smaller than one (1) inch equals one hundred (100) feet unless approved by the City:

- **All project plans are at a scale of less than or equal to 1"=100'**

A boundary survey of the PUD boundaries being requested completed by a licensed land surveyor. Page 7 of 28

- **Portions of the Completed Alta Legal Survey Sealed by a licensed land surveyor are included in the preliminary plan set.**

The location of nonresidential buildings and parking areas, estimated floor areas, building coverage, and number of stories and heights for each structure.

Applicant's Narrative

- **There are no proposed non-residential buildings.**

The location of residential unit types and densities, and lot parcel or land units by frontages and areas.

- **Sheet AS-101 includes this information.**

The location of all wetlands, water and watercourses, and proposed water detention areas.

- **There are no Wetlands or watercourses on the site. Proposed storm underground storm water retention areas are shown on the site plans.**

The boundaries of open space areas that are to be preserved or reserved and an indication of the proposed ownership thereof.

- **Several Open Space (Green Spaces) areas are provided throughout the site and are shown on the Architectural and site plans. These areas will be owned by a future homeowners association.**

A schematic landscape treatment plan for open space areas, streets, and border/transition areas to adjoining properties.

- **A conceptual Landscape Plan is included in the plan set.**

A preliminary grading plan, indicating the extent of grading and delineating any areas that are not to be graded or disturbed.

- **A preliminary grading plan including spot grades and proposed contours is included. Some decorative retaining wall features may also be added to this plan and the landscape plan in final site design.**

An indication of the contemplated water distribution, storm, and sanitary sewer plan.

- **Our Engineer has met with the City Engineer and Public Works director and has developed a concept plan including single master meters for a private water system for each of the three Parcels, a private sanitary sewer system, including relocation of a neighboring sanitary lateral that will include an easement through the site to its current outlet on Magnetic Street. A storm water system is also proposed with underground storage chambers to reduce storm water runoff to the City System.**

A written statement explaining in detail the full intent of the applicant, indicating the type of dwelling units or uses contemplated and resultant population, floor area, parking, and supporting documentation, including the intended schedule of development.

Applicant's Narrative

- **Veridea Group is requesting a PUD for the vacant parking lots on the south side of Magnetic Street between Lee Street and Presque Isle Avenue, as depicted in the application documents. The intention of the PUD is to develop up to 36 attached townhomes in a variety of sizes and floor plans. It is expected that, when fully developed, the resultant population will be between 50-100 people. As depicted in the floor plans included in the PUD application, the floor area of the total development is expected to be approximately 55,392 square feet, with a total of 142 parking spaces. Development is expected to begin with three units built starting in the early fall of 2025 and will progress from East to West on Block 10 of the development map. Development of Blocks 11 and 9 will follow the development of Block 10 and the timeline will be determined based on market conditions and demand. Assuming favorable market conditions, the entire development is estimated for completion by the spring of 2029.**

-

The proposed phasing of the project, tentative development timetables, and future ownership intentions. Each phase of the project should be capable of standing alone.

- **The townhomes will be sold as part of a condominium and are expected to be owner-occupied. Phase 1 will begin in the fall of 2025 and will encompass three units. Depending on market conditions, the next section of construction would be planned to follow in the spring of 2026 and will consist of six units. Future phasing will be driven by market demand and is likely to include 6 units per year.**

-

Minimum of two (2) site sections, showing major building relationships and building site features.

- **Several Site section drawings are included in the plan set. WE have also added Sections on Sheet C-05.1 which depict the Proposed Grade through the site, Sheet AS-102 on has also update sections which resemble the landscaping features being proposed, Sheet A-501 also includes the building heights and has added the proposed Pavilion.**

Detailed design guidelines, drawings, and / or pattern book, which depict the design character of the project; the architectural details of proposed buildings; details on various site elements such as lights, furniture, landscaping, signage; and such other information deemed appropriate by the Planning Commission.

Applicant's Narrative

- **Several Renderings are included in the drawing set, lighting details are still in process and will be designed for low intensity to remain on the site and meet the City current ordinance for lighting. These details will be provided in the site plan final review process. Renderings have been updated to better resemble the site landscaping.**

Performance Guarantee. The City Commission and/or Planning Commission can require the applicant to submit a performance guarantee, escrow funds, or other such performance-based guarantees to the City as a condition of PUD approval pursuant to *Section 54.1402(H)*. The amount of the performance guarantee shall be recommended to the Planning Commission by the City Attorney after discussion with the applicant, City Engineering Department, and other involved parties.

- **The Veridea group is willing to discuss performance guarantees with the City of Marquette.**

These are additional write-ups added upon the request of the City initial review of previously submitted documents.

- **Section PUD (H)(1)(K) – We have Added Notation to the Landscape Plan sheets C-04.1 and C-04.2 indicating that all of the Green Area and Buffer Yard Landscape areas will be permanently preserved, and the Condominium Association will be responsible to provide annual maintenance of these areas and provide re-planting as necessary.**
- **On Sheet C-04.1 we have also added notation that the large green space including the proposed Pavilion will be permanently preserved area for the entire Condominium Association.**
- **Section 54.323(H(1))**
 - **(b) We have completed a full topographic survey of the 3 PUD sites and provided 1' contours for the working areas and have also added the neighborhood 2' contour map to Sheet C-0.**
 - **(c) Our topo survey picked up the boundary street trees on all four perimeter streets and those trees are shown in the basemap. No water, wetlands, floodplains, steep slopes or unbuildable areas are located on these sites.**
 - **(d) The proposed land use will be multi-family residential.**
 - **(e) Parcel and lot lines are shown on Sheet C-0 and the legal survey sheet S-1. Land uses are noted on C-0, access points are shown on and dimensioned on C-01 and all zoning parcels within 100' have been added to sheet C-0.**

Applicant's Narrative

- (f) Vehicle Circulation is a 24' wide maneuvering lane between buildings and parking and a detail is included on sheet D-1. Note there are no proposed public or private streets included in the new development areas.
- (g) Transition treatments are included on the Landscape Plan Sheets C-04.1 and C-04.2 and setbacks and Land Uses are identified on C-0
- Exterior Mechanical Equipment, yet to be fully determined, will be located on the roofs and will be screened by the building parapet walls. Additional screening may be added as required by City planning review of final architectural plans.
- Handling waste for 36 units: Roadside collection will be used to collect waste. A local disposal company will be hired by the Condo Association and pick up will be at the rear of the buildings individually at the Garages. Note that none of the garages are viewable from the street so individual cans will be contained within the sites view only.

Respectfully Submitted,

Brian M. Savolainen, PE



**CITY OF MARQUETTE
POLICE DEPARTMENT
300 W. BARAGA AVE.
MARQUETTE, MI 49855
(906) 228-0400
www.marquettetmi.gov**

MEMORANDUM

TO: Planning Commission
FROM: James Finkbeiner, Road Patrol Captain
DATE: May 14, 2025
SUBJECT: Review of 05-SPR-06-25 with 01-PUD-0325

**Parcel ID's # 0410681
300 Block of West Magnetic Street
Veridea Group, Inc, LLC**

I have reviewed the plans and have no comments at this time.

Captain James Finkbeiner
Road Patrol Captain
Marquette City Police Department





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

MEMORANDUM

TO: Andrea Landers, Zoning Official
FROM: Brian Savolainen, PE for Wickwire
DATE: May 20, 2025
SUBJECT: Preliminary Site Plan Review – 01-PUD-03-25 – W. Magnetic St
(Portion of PIN: 0410681)

After reviewing the site plan set, zoning staff have the following comments:

General Comments

1. Missing – Location of access points across from Lee Street.
Plans will be revised to show additional dimensioning.
2. Missing – Distance from adjacent driveways including those across Lee Street.
Plans will be revised to show additional dimensioning.
3. Snow storage has to be in a landscaped area per Section 54.905 - "*The snow storage area may be located in a landscape area required in [Article 10](#) or in a storm water detention or retention pond, subject to approval by the City.*" The proposed locations do not meet the code. Please revise to meet code.
A stormwater leaching basin near Building F will be added for storm water and snow runoff. Other snow storage areas will be relocated to the landscaped/greenspace areas.

Sheet C-04.1

1. The parking lot to the south of Building E abuts a residential zoning district to the east and to the south. Please provide how you propose to meet **Section 54.905(I)** of the LDC. You have a note that states existing fence but not what type and height of the fence.
Plans will be revised to show fence height and type (6' height solid fencing). We will review the condition of the existing fence and consider replacement to meet city requirements.

Sheet C-04.2

1. The parking lot to the south of Building F abuts a residential zoning district to the east, west, and to the south. Please provide how you propose to meet **Section 54.905(I)** of the LDC.
Plans will be revised to show fence height and type (6' height solid fencing). We will review the condition of the existing fence and consider replacement to meet city requirements.

2. For Block 9 Lee Street Frontage. Missing 1 required Ornamental tree for a total of 2. Please provide.

Plans will be revised to add one more ornamental tree.

3. For Block 11 interior parking lot landscaping, missing the 2 requires deciduous trees for the 419 S.F. area.

Plans will be revised to include 2 deciduous trees in the landscaping area.

Site Plan Review
CITY OF MARQUETTE
1100 Wright Street
Marquette, MI 49855

Date: May 16th, 2025

Location: Magnetic Street between Lee Street and Fourth Street

Submittal Documents:

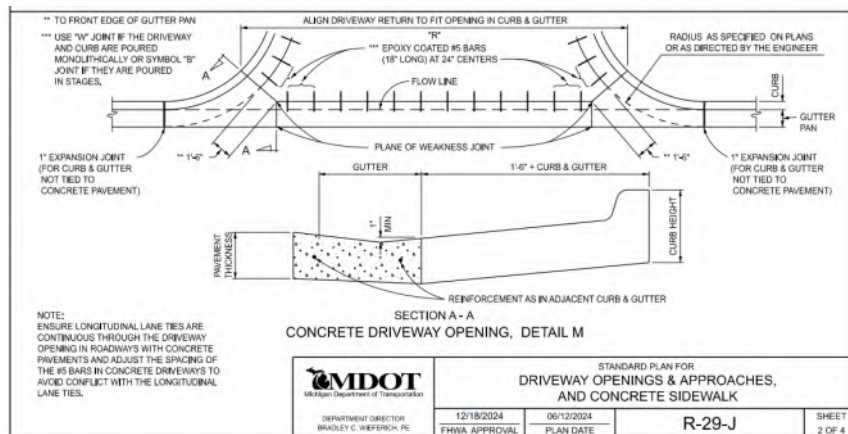
Plan Title: Veridea Group Marquette General Hospital Site Re-Development

Submitted by: Wickwire

Plans Stamped: 5/5/25

The following are **responses to the** review comments from the Engineering Department submitted for the documents identified above.

1. All driveway openings must follow MDOT Concrete Driveway Opening, Detail M.
Plans will be revised to include the standard detail.



2. Sidewalks must be carried through the driveways and maintain ADA compliant cross slope.
Plans will be revised to concrete drive approaches with integrated sidewalk.
3. Please include City of Marquette Standard Utility Details in the plan set.
Plans will be revised to include all 3 utility details.
4. Please include a note that all existing water and storm sewer service abandonments shall be made as directed by the City Engineer.
Plans will be revised to include “ALL EXISTING WATER AND STORM SEWER SERVICE ABANDONMENTS SHALL BE MADE AS DIRECTED BY THE CITY ENGINEER”.

Respectfully Submitted,
WICKWIRE, PC



CITY OF MARQUETTE
Fire Department
418 S. Third St.
MARQUETTE, MI 49855
(906) 225-8941
jfossitt@marquettemi.gov



MEMORANDUM

TO: Andrea Landers
FROM: Jeff Fossitt
DATE: 04-28-25
SUBJECT: 05-SPR-06-25 and 01-PUD-03-25
Parcel Numbers: 0410681
Magnetic Street

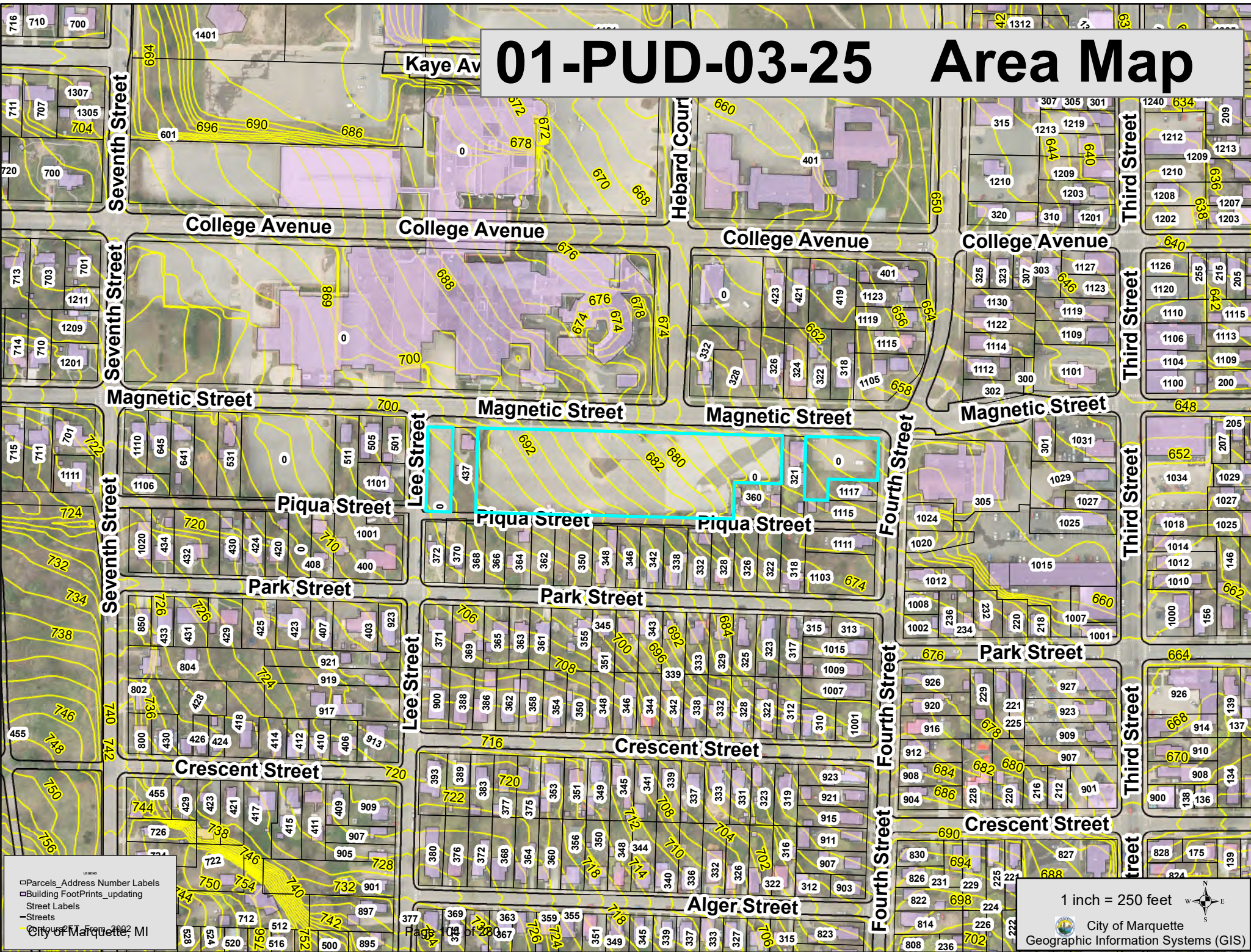
FIRE DEPARTMENT COMMENTS:

- Will the buildings be equipped with a fire alarm system?
IA RESPONSE: No. Townhouse buildings and their dwelling units will be constructed referencing the 2015 Michigan Residential Code. Referencing this Code, fire alarms are not required. Smoke alarms will be provided, as required.
- Will the buildings be equipped with sprinkler systems?
IA RESPONSE: No. Townhouse buildings and their dwelling units will be constructed referencing the 2015 Michigan Residential Code. Referencing this Code, fire sprinkler systems are not required.
- Will a Knox Box be provided?
IA RESPONSE: No. Townhouse buildings and their dwelling units will be constructed referencing the 2015 Michigan Residential Code. Referencing this Code, Knox Boxes are not required.

Jeff Fossitt
Fire Marshal
Marquette Fire Department



01-PUD-03-25 Area Map



Kaye Av

Hebard Court

Third Street

Third Street

Third Street

Third Street

Third Street

Fourth Street

Fourth Street

Fourth Street

Lee Street

Lee Street

Page 4

Seventh Street

Seventh Street

Seventh Street

Seventh Street

Seventh Street

College Avenue

College Avenue

College Avenue

College Avenue

Magnetic Street

Magnetic Street

Magnetic Street

Magnetic Street

Piqua Street

Piqua Street

Piqua Street

Park Street

Park Street

Park Street

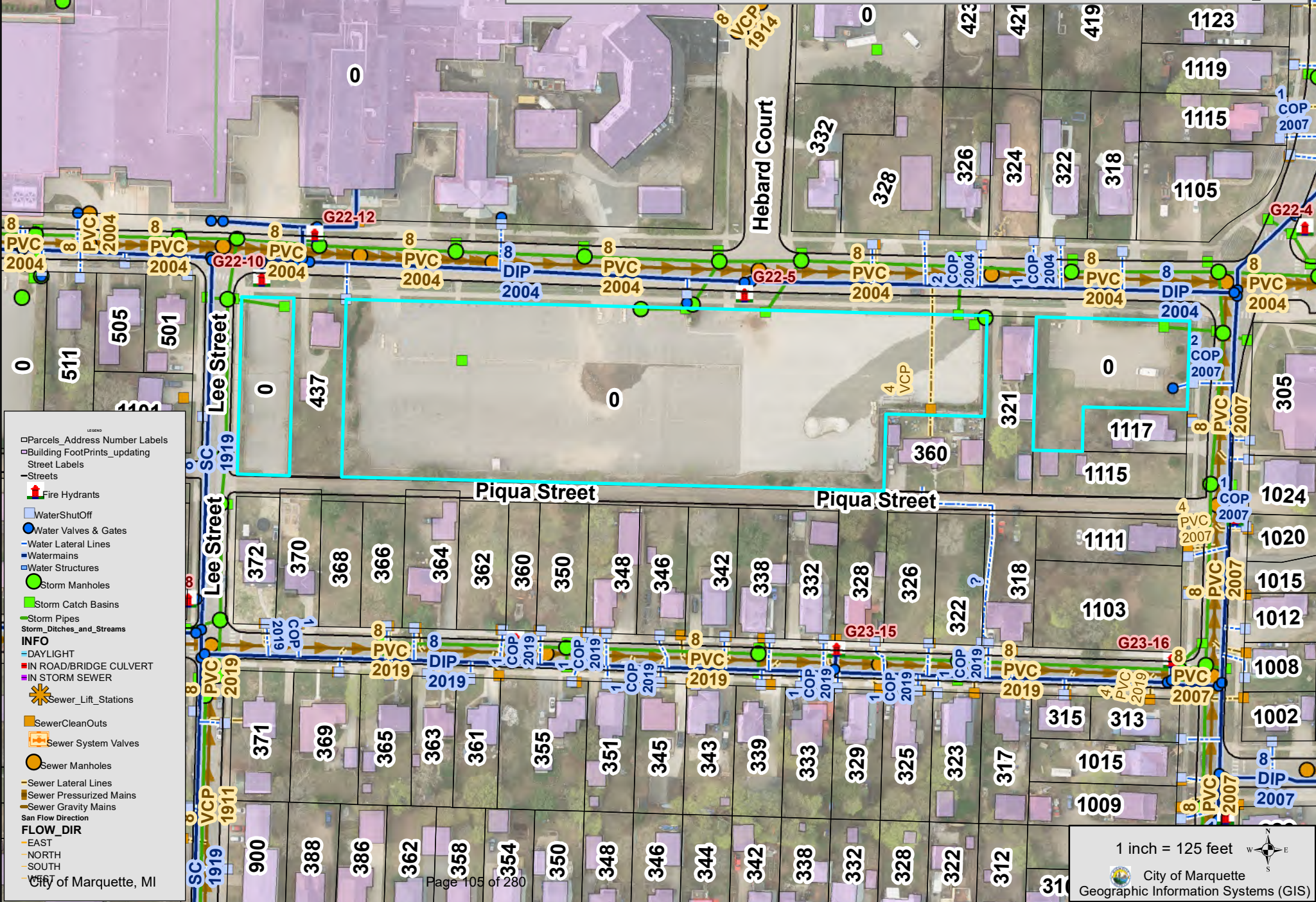
Crescent Street

Crescent Street

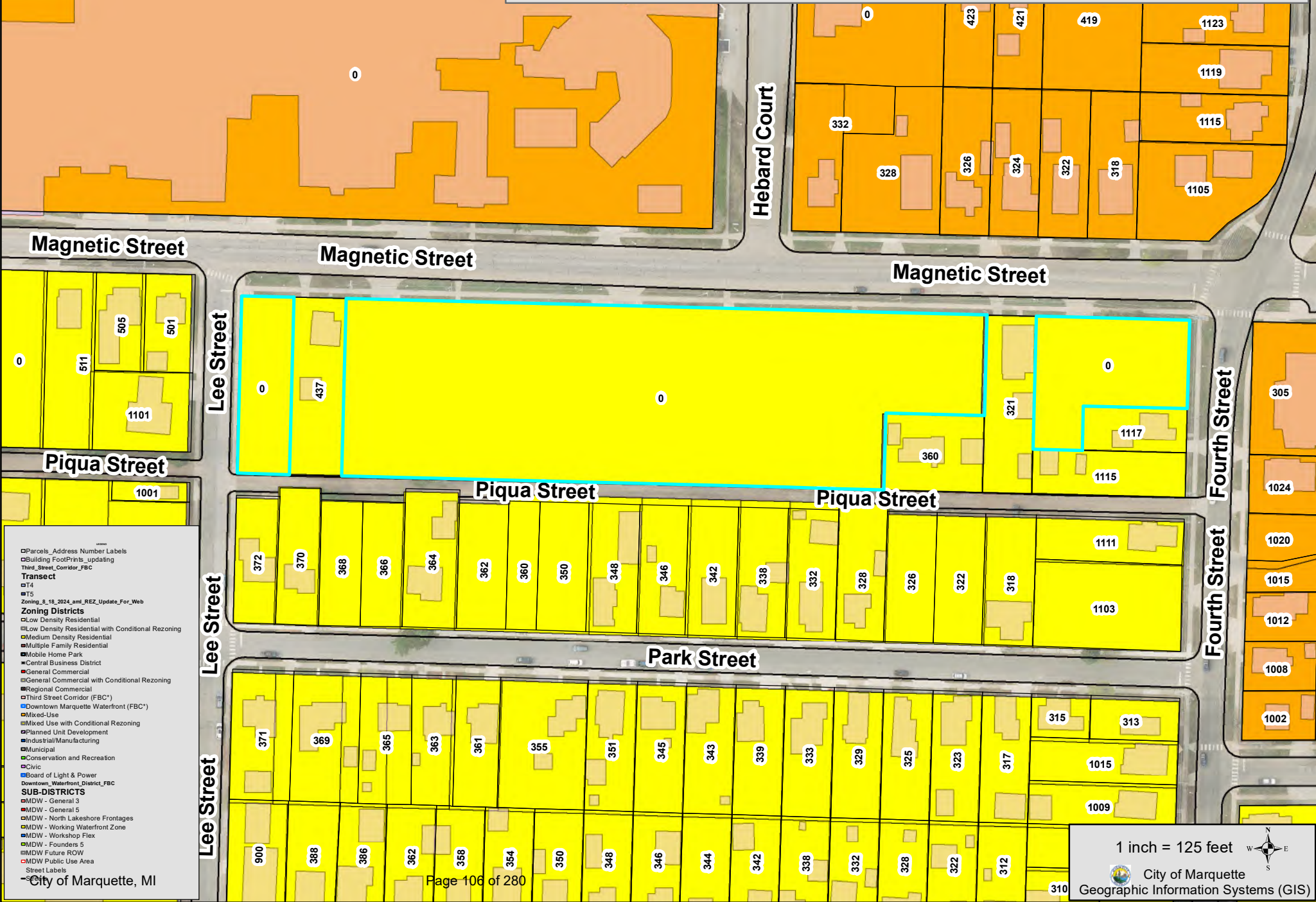
Crescent Street

Alger Street

01-PUD-03-25 Block Map



01-PUD-03-25 Zoning Map



- Parcels_Address Number Labels
- Building Footprints Updating
- Third Street Corridor_FBC
- Transect
 - T4
 - T5
- Zoning_18_2024_and_REZ_Update_For_Web
- Zoning Districts
 - Low Density Residential
 - Low Density Residential with Conditional Rezoning
 - Medium Density Residential
 - Multiple Family Residential
 - Mobile Home Park
 - Central Business District
 - General Commercial
 - General Commercial with Conditional Rezoning
 - Regional Commercial
 - Third Street Corridor (FBC)
 - Downtown Marquette Waterfront (FBC)
 - Mixed-Use
 - Mixed Use with Conditional Rezoning
 - Planned Unit Development
 - Industrial/Manufacturing
 - Municipal
 - Conservation and Recreation
 - Civic
 - Board of Light & Power
 - Downtown Waterfront District_FBC
- SUB-DISTRICTS
 - MDW - General 3
 - MDW - General 5
 - MDW - North Lakeshore Frontages
 - MDW - Working Waterfront Zone
 - MDW - Workshop Flex
 - MDW - Founders 5
 - MDW Future ROW
 - MDW Public Use Area
- Street Labels

City of Marquette, MI

1 inch = 125 feet

 City of Marquette
Geographic Information Systems (GIS)













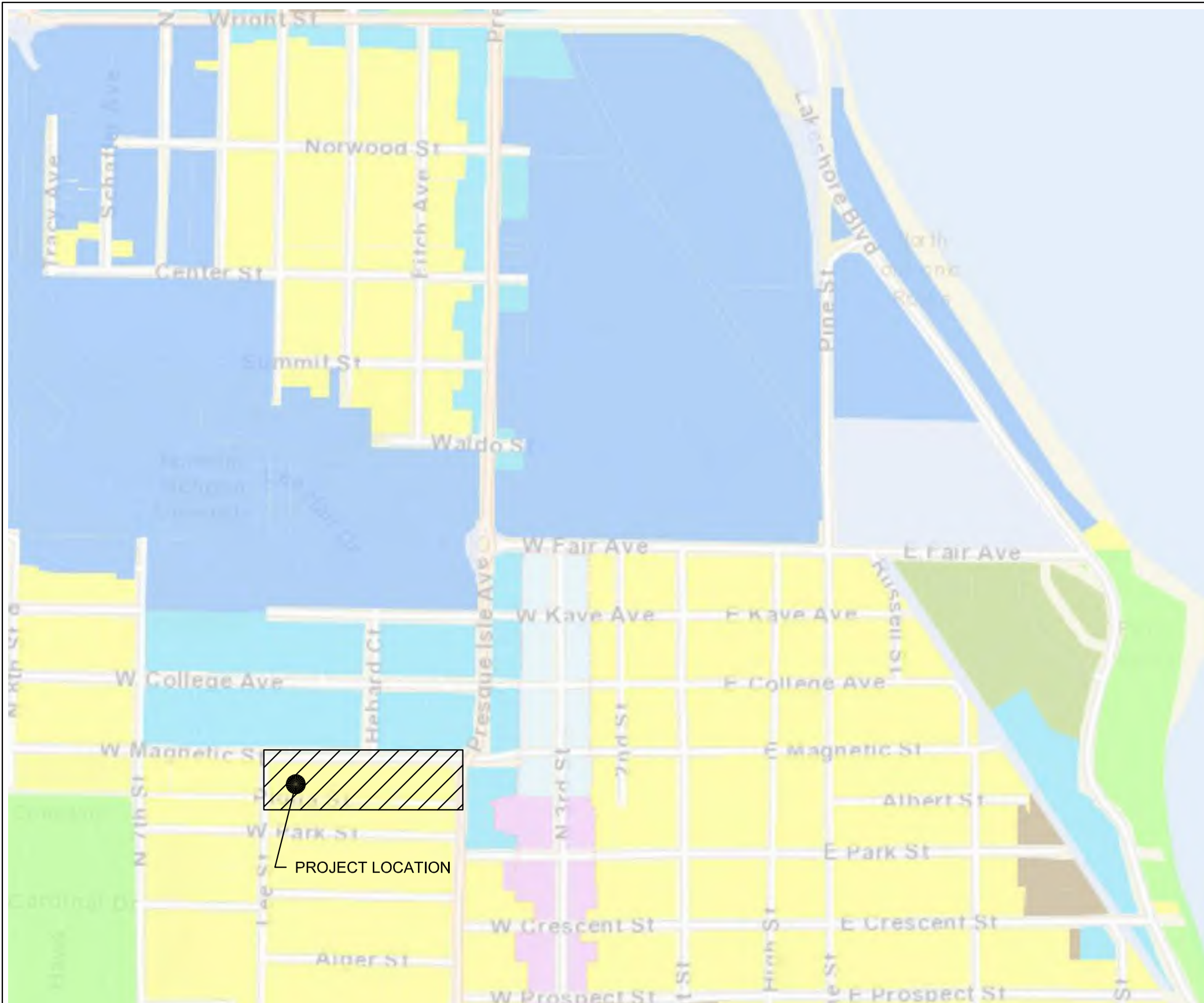
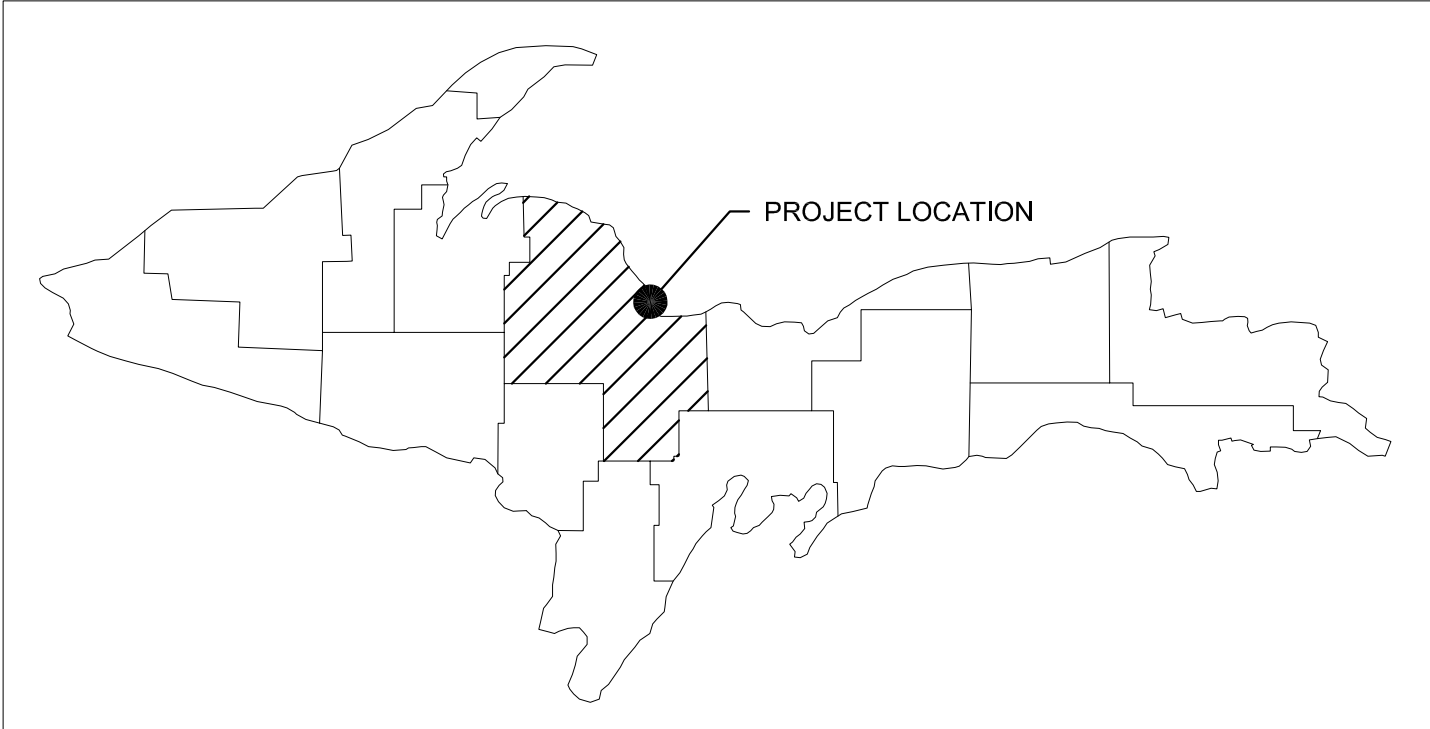




VERIDEA GROUP
MARQUETTE GENERAL HOSPITAL SITE RE-DEVELOPMENT



CITY OF MARQUETTE,
MARQUETTE, MICHIGAN
WICKWIRE PROJECT NO.: 24042



SHEET INDEX

SHEET NO.	DRAWING NO.	DESCRIPTION
1	01-G-01	COVER
2	C-0	OVERALL EXISTING SITE SURVEY
3	C-0.1	PHASE 1 REMOVAL PLAN
4	C-0.2	PHASE 2 REMOVAL PLAN
5	C-01	OVERALL SITE PLAN
6	C-01.1	PHASE 1 SITE PLAN
7	C-01.2	PHASE 2 SITE PLAN
8	C-02.1	PHASE 1 GRADING/STORM PLAN
9	C-02.2	PHASE 2 GRADING/STORM PLAN
10	C-03.1	PHASE 1 UTILITY PLAN
11	C-03.2	PHASE 2 UTILITY PLAN
12	C-04.1	PHASE 1 LANDSCAPING PLANS
13	C-04.2	PHASE 2 LANDSCAPING PLANS
14	C-05.1	PHASE 1 ELEVATION PROFILE VIEWS
15	C-05.2	PHASE 1 UTILITY PROFILE VIEWS
16	D-1	DETAILS
17	AS-101	ARCHITECTURAL SITE PLAN
18	AS-102	SITE SECTIONS
19	A-101	UNIT FLOOR PLANS
20	A-102	UNIT FLOOR PLANS
21	A-501	BUILDING ELEVATIONS
22	A-501	CONCEPT RENDERINGS ARCHITECTURAL DETAILS
23	A-502	CONCEPT RENDERINGS ARCHITECTURAL DETAILS
24	S-1	ALTA/NSPS LAND TITLE SURVEY
25	S-6	ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR:
OWNER
VERIDEA GROUP
857 W. WASHINGTON ST.
SUITE 301, MARQUETTE, MI 49855

ARCHITECT & MEP ENGINEERING
SCOTT FREDRICKS
INTEGRATED ARCHITECTURE
840 OTTAWA AVE NW
GRAND RAPIDS, MI 49503
(616) 574-0220
SFREDRICKS@INTARCH.COM

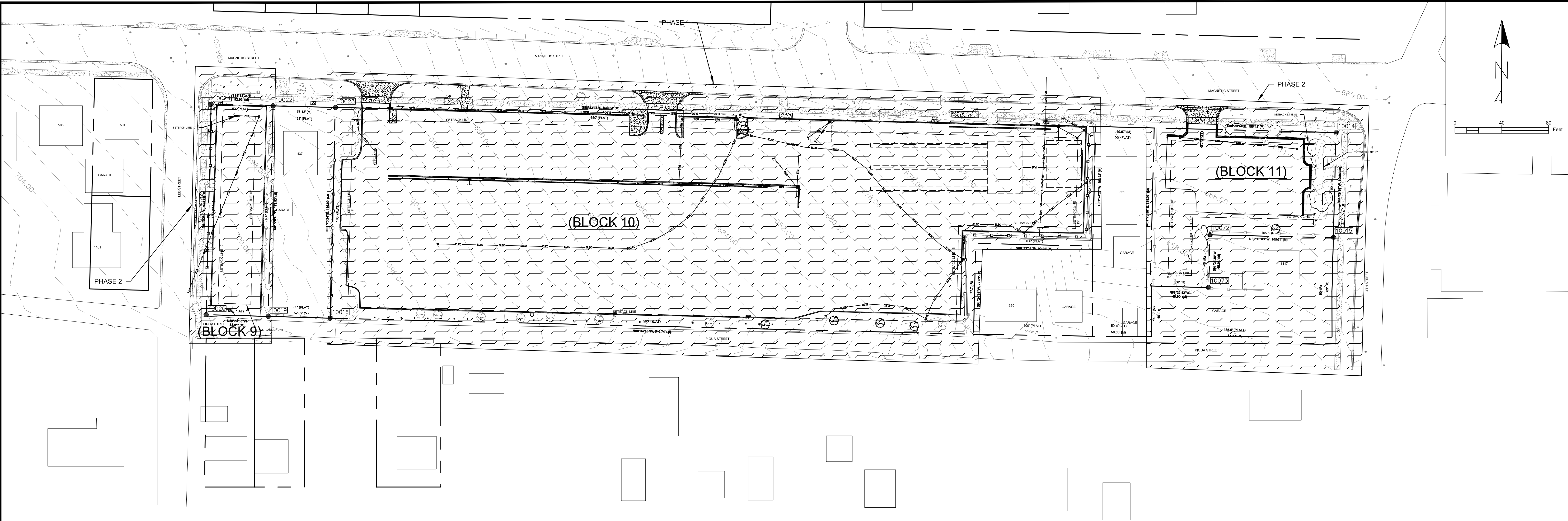
CIVIL ENGINEER
BRIAN SAVOLAINEN
MI PROFESSIONAL ENGINEER NO. 6201040601
WICKWIRE, P.C.
715 SELDEN RD.
IRON RIVER, MI 49935
(906) 250-5729
BSAVOLAINEN@WICKWIRESOLUTIONS.COM

SURVEYOR
STACEY BLUSE
MICHIGAN PROFESSIONAL SURVEYOR NO. 4001050429
TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC
830 WEST WASHINGTON STREET
MARQUETTE, MICHIGAN 49855
(906) 228-5125
SBLUSE@TRIMEDIAEE.COM

PREPARED BY:

WICKWIRE, P.C.
715 SELDEN RD
IRON RIVER, MI 49935
906.265.9865

				DWG. NO.
				01-G-01
				REV
				1
	2	5/5/25	REVIEW	SHEET NO. 1
	1	4/22/25	REVIEW	



BLOCK 9

BEAL'S ADDITION W 19.1' OF LOT 4 & ALL OF LOTS 6 COLLEGE HEIGHTS ADDITION LOTS 61 THRU 72, LOTS 97 THRU 120, LOT 148, LOTS 150 THRU 153, LOTS 160 THRU 163, LOT 165 AND VAC LEE ST ADJ TO LOTS 61, 108 AND 109. NORMAL ADDITION LOTS 1 THRU 3, N 102.3' OF LOT

BLOCK 10

BEAL'S ADDITION W 19.1' OF LOT 4 & ALL OF LOTS 6 COLLEGE HEIGHTS ADDITION LOTS 61 THRU 72, LOTS 97 THRU 120, LOT 148, LOTS 150 THRU 153, LOTS 160 THRU 163, LOT 165 AND VAC LEE ST ADJ TO LOTS 61, 108 AND 109. NORMAL ADDITION LOTS 1 THRU 3, N 102.3' OF LOT

BLOCK 11

BEAL'S ADDITION W 19.1' OF LOT 4 & ALL OF LOTS 6 COLLEGE HEIGHTS ADDITION LOTS 61 THRU 72, LOTS 97 THRU 120, LOT 148, LOTS 150 THRU 153, LOTS 160 THRU 163, LOT 165 AND VAC LEE ST ADJ TO LOTS 61, 108 AND 109. NORMAL ADDITION LOTS 1 THRU 3, N 102.3' OF LOT

ZONING NOTES

REQUIRED SETBACKS:
FRONT: 10 FEET (PER INITIAL PUD REQUEST)
SIDE: 15 FEET (30 FEET MIN. TOTAL 2 SIDES)
BACK: 10 FEET (PER INITIAL PUD REQUEST)

SETBACKS ARE BASED ON A MAXIMUM BUILDING HEIGHT OF 36.5'.

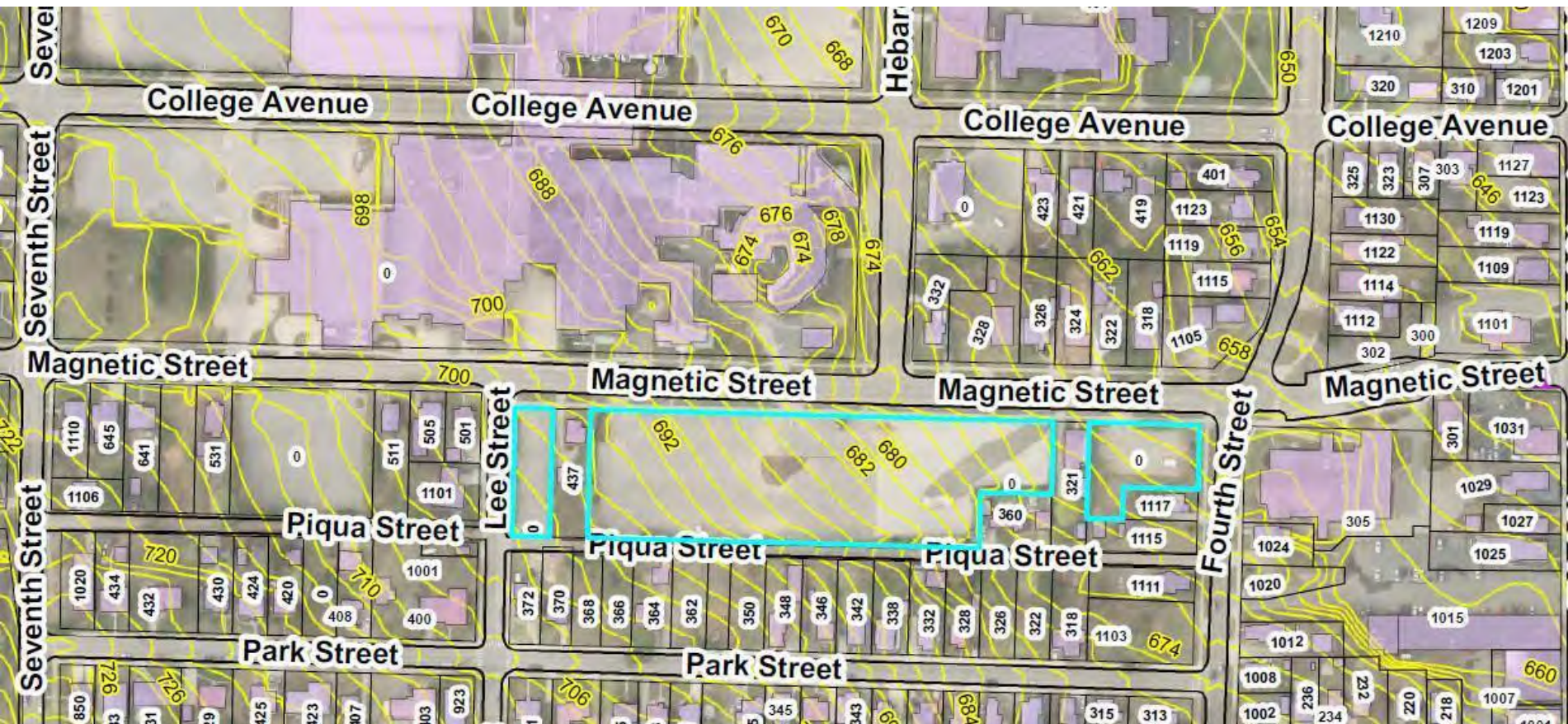
ZONING DISTRICT: PUD (PLANNED UNIT DEVELOPMENT DISTRICT)

PROPOSED USE: TOWNHOMES

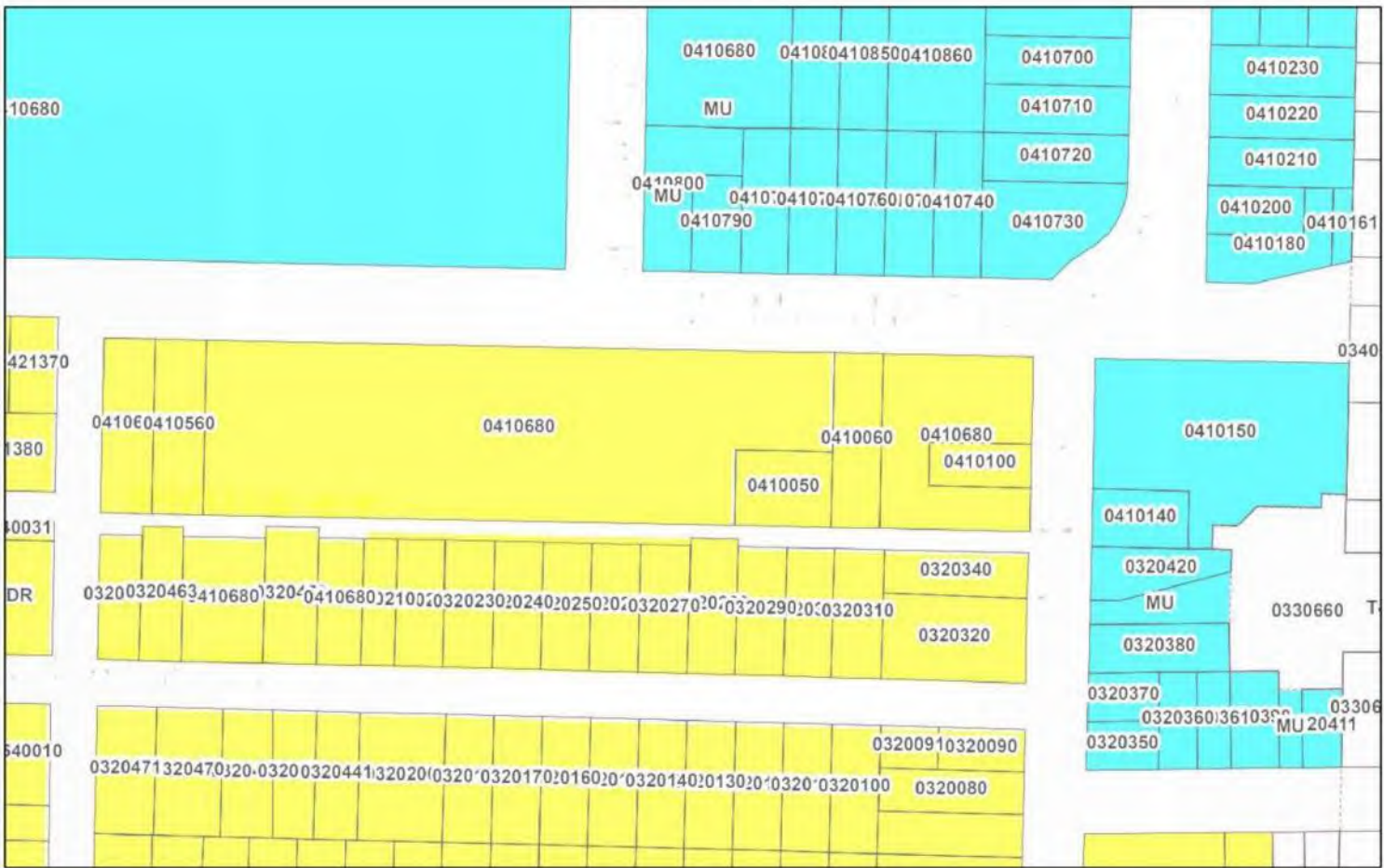
ADJACENT ZONING: NORTH: MIXED USE DISTRICT
EAST: MEDIUM DENSITY DISTRICT
WEST: MIXED USE DISTRICT
SOUTH: MEDIUM DENSITY DISTRICT

PARCEL SIZE: 9,525 SFT (0.22 ACRES - BLOCK 9)
109,173 SFT (2.51 ACRES - BLOCK 10)
16,221 SFT (0.37 ACRES - BLOCK 11)

CURRENT LAND USE:
501 MAGNETIC ST: RESIDENTIAL SINGLE FAMILY
437 MAGNETIC ST: RESIDENTIAL SINGLE FAMILY
321 MAGNETIC ST: RESIDENTIAL SINGLE FAMILY
330 MAGNETIC ST: RESIDENTIAL SINGLE FAMILY
326 MAGNETIC ST: RESIDENTIAL SINGLE FAMILY
322 MAGNETIC ST: RESIDENTIAL SINGLE FAMILY
318 MAGNETIC ST: RESIDENTIAL SINGLE FAMILY
1105 PRESQUE ISLE AVE: RESIDENTIAL SINGLE FAMILY
360 PIQUA ST: RESIDENTIAL SINGLE FAMILY
SOUTH OF PIQUA: RESIDENTIAL SINGLE FAMILY
NORTH OF MAGNETIC, WEST OF HEBARD CT: PLANNED UNIT DEVELOPMENT



City of Marquette



May 2, 2025
City Limit
Parcel
Zoning Districts (Aug 2024)
MDR - Medium Density Residential District
MU - Mixed-Use District
T5 - Third Street Corridor Subdistrict
T4 - Third Street Corridor Subdistrict
TSC - Third Street Corridor



OVERALL EXISTING SITE SURVEY/PHASING

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT

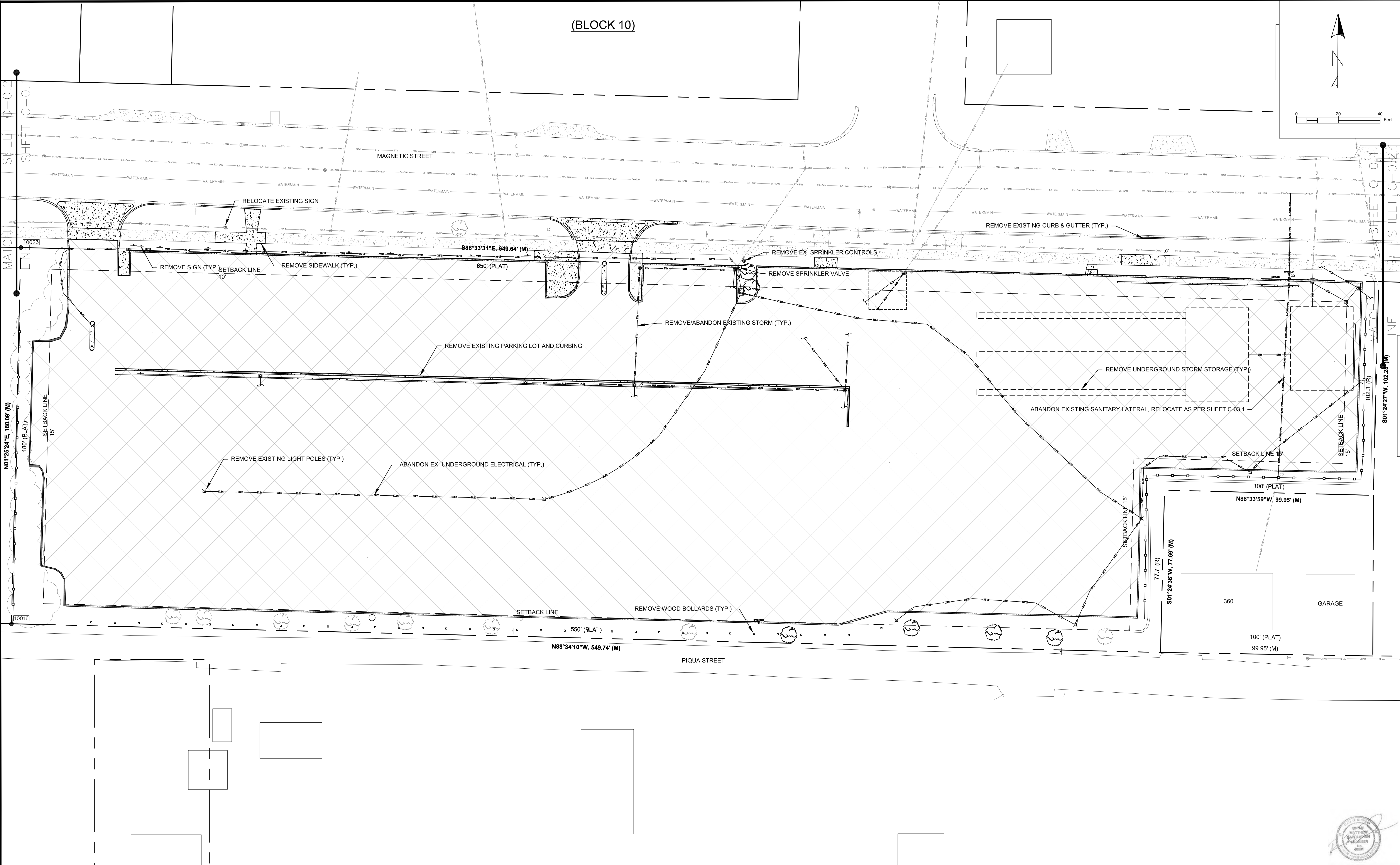


WICKWIRE, P.C.
715 Selden Road
Iron River, MI 49935
tel 906-265-9865
wickwiresolutions.com

Attention: 1"
If this scale bar does not
measure 1" then drawing is
not original scale.

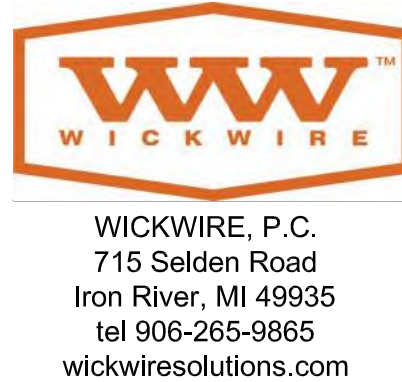
ISSUE DATE	FOR	Designed By:
4/22/25	REVIEW	LBS
5/5/25	REVIEW	Checked By: BMS
		Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 2
		DWG. NO. C-0





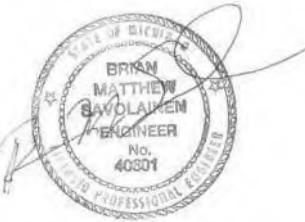
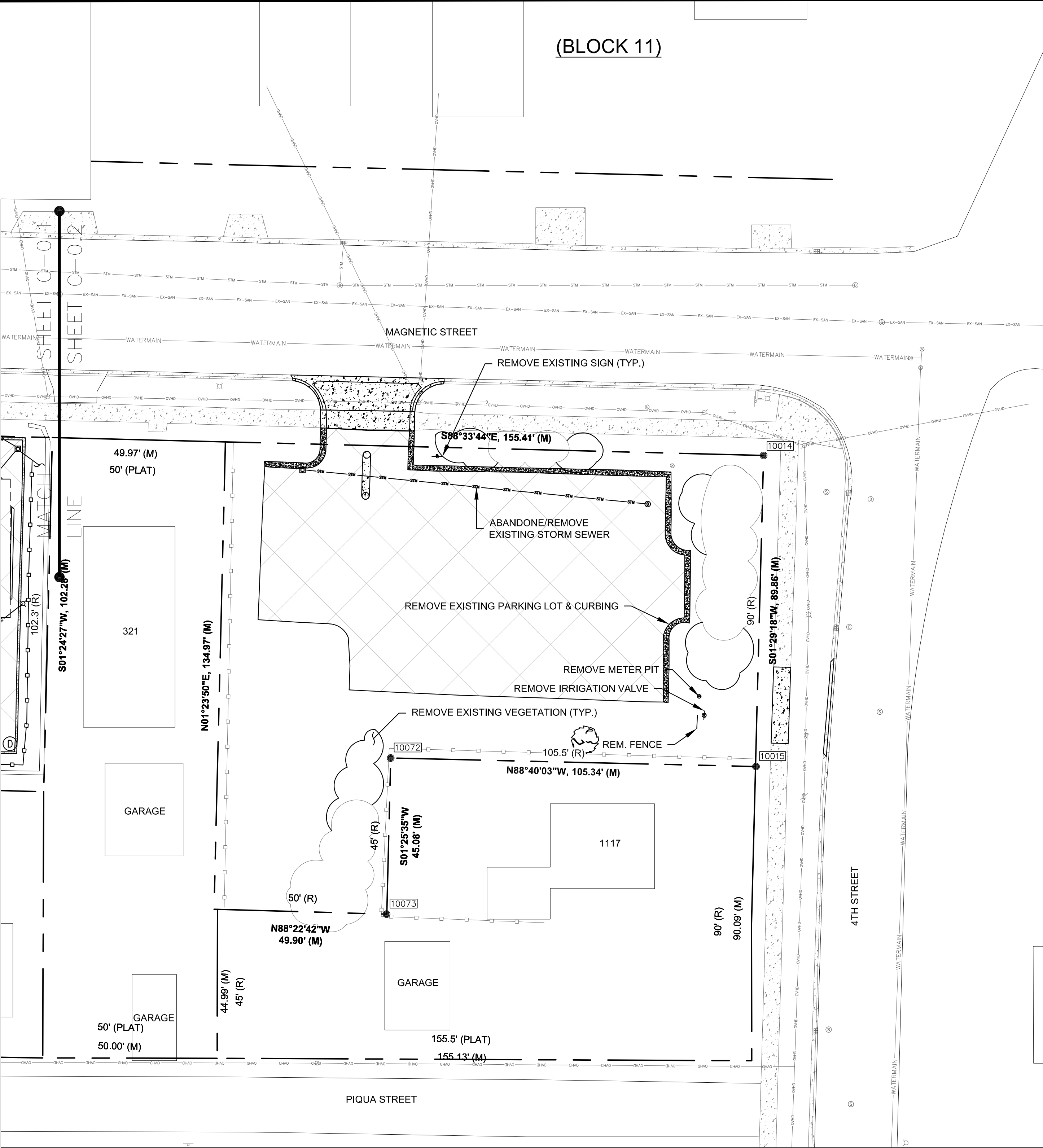
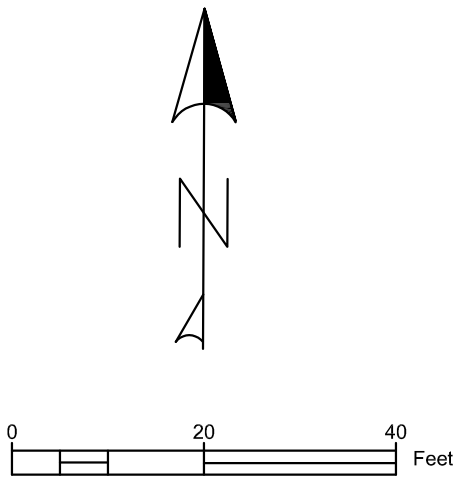
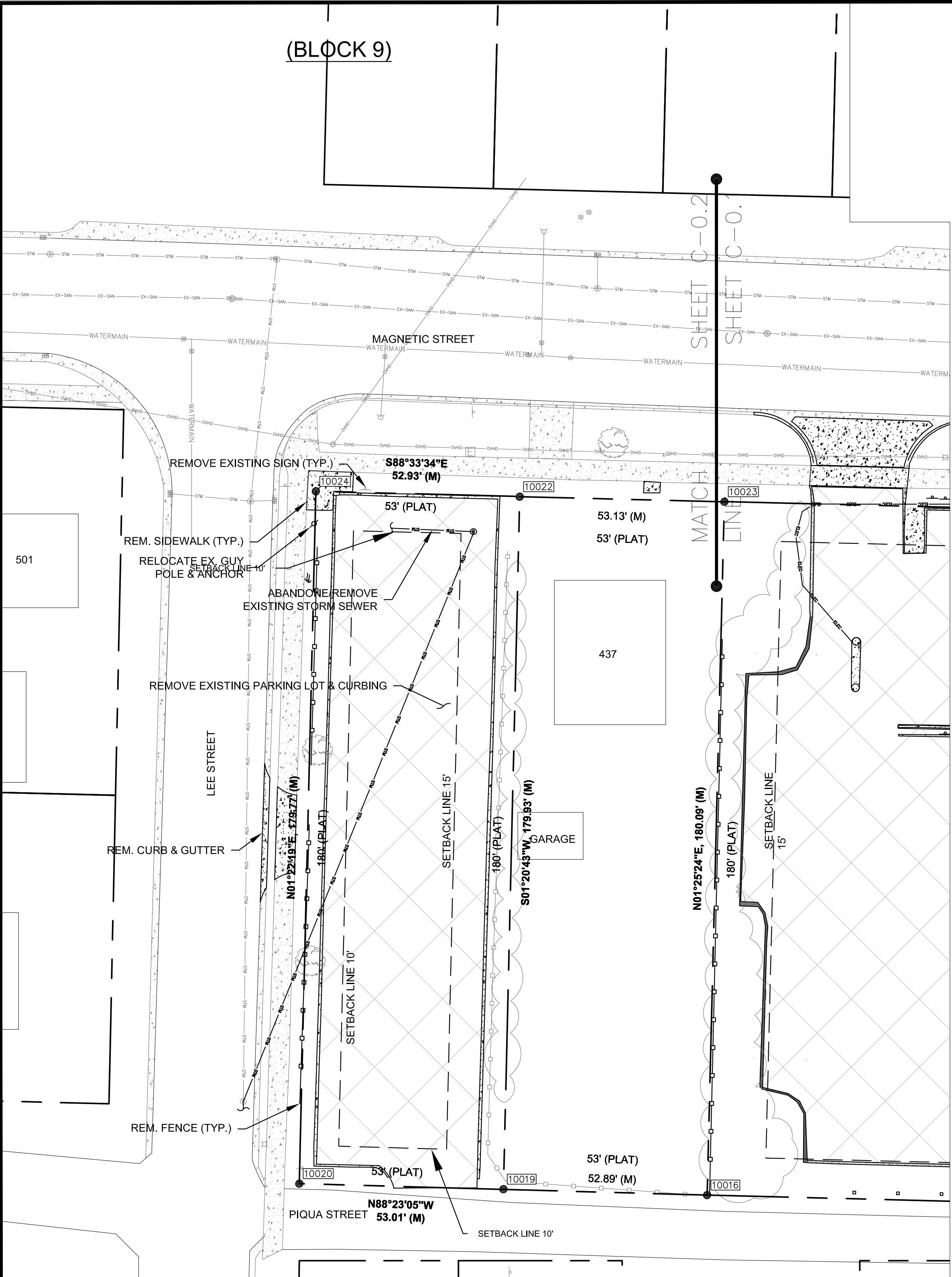
PHASE 1 REMOVAL PLAN

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT



Attention: 1" = 10' (if this scale bar does not measure 1" then drawing is not original scale.)

ISSUE DATE	FOR	Designed By:
4/22/25	REVIEW	LBS
5/5/25	REVIEW	Checked By: BMS
		Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 3
		DWG. NO. C-0.1



PHASE 2 REMOVAL PLAN

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT

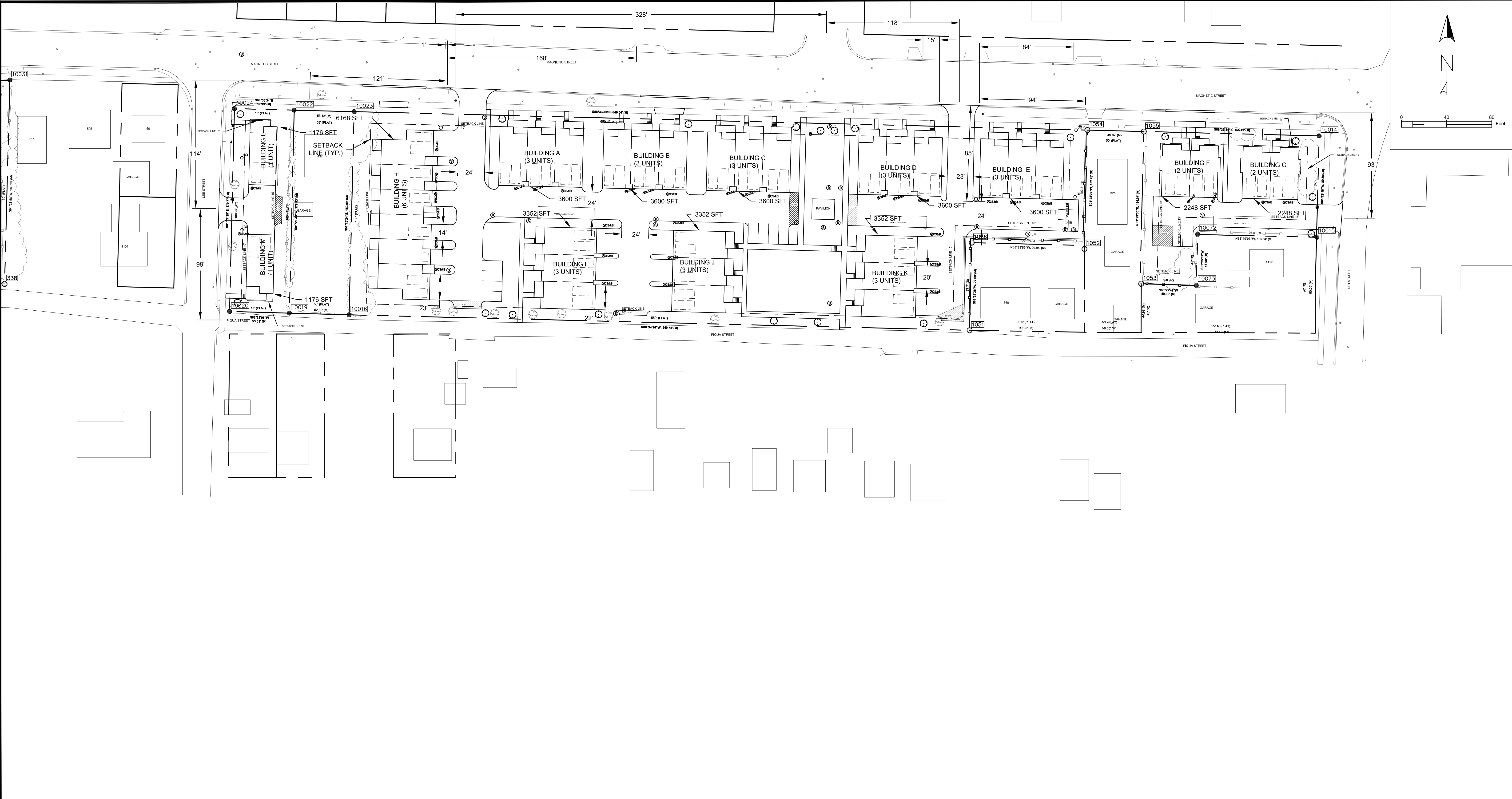


WICKWIRE, P.C.
715 Selden Road
Iron River, MI 49935
tel 906-265-9865
wickwiresolutions.com

Attention: 1" = 40'
If this scale bar does not measure 1" then drawing is not original scale.

ISSUE DATE	FOR
4/22/25	REVIEW
5/5/25	REVIEW

Designed By:	LBS
Checked By:	BMS
Drawn By:	LBS
Approved By:	BMS
PROJECT #	24042
SHEET NO.	4
DWG. NO.	C-0.2



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

ALL PROPOSED WATER AND SEWER CONSTRUCTION SHALL CONFORM TO CURRENT EDITION OF THE TEN STATES STANDARDS.

ALL WATER AND SEWER UTILITIES OUTSIDE OF THE CITY RIGHT OF WAYS OR EASEMENTS ARE PRIVATELY OWNED AND MAINTAINED.

NOTE:
BLOCK 9 TOTAL FLOOR AREA: 1,176+1,176 = 2,352 SFT
GROUND COVER RATIO: 2,352 / 9,525 = 24.7%

BLOCK 10 TOTAL FLOOR AREA: 6168+3352+3352+3352+3600+3600+3600+3600 = 30,624 SFT
GROUND COVER RATIO: 30,624 / 109,173 = 28.1%

BLOCK 11 TOTAL FLOOR AREA: 2248+2248 = 4,496 SFT
GROUND COVER RATIO: 4,496 / 16,221 = 27.7%



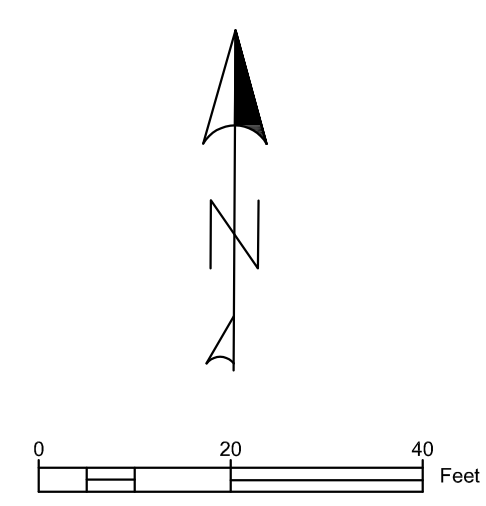
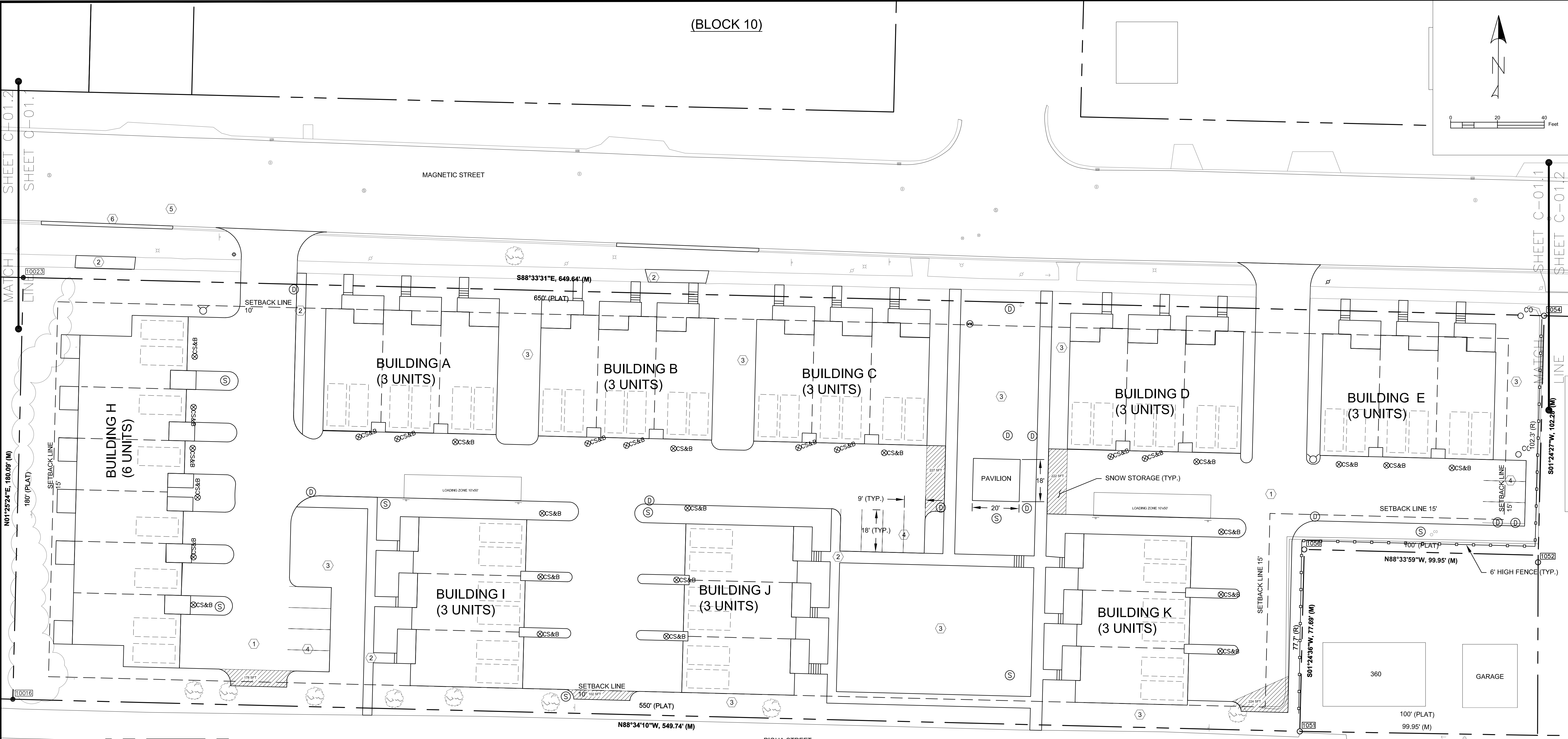
OVERALL SITE PLAN

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT



Attention: 1" = 40' If this scale bar does not measure 1" then drawing is not original scale.

ISSUE DATE	FOR	Designed By:
4/22/25	REVIEW	LBS
5/5/25	REVIEW	Checked By: BMS
		Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 5
		DWG. NO. C-01



PARKING CALC'S REQUIRED:
6-UNIT BUILDING: 2 SPACES PER UNIT = 12 SPACES EACH
3-UNIT BUILDINGS: 1.5 SPACES PER UNIT = 5 SPACES EACH
PARKING MAXIMUM: 52 (TOTAL) x 20% = +10 SPACES

ACTUAL:
6-UNIT BUILDING: 8 (GARAGE) + 4 (SPACES) = 12 SPACES
3-UNIT BUILDING (8X): 8 (GARAGE) = 48 SPACES

SNOW STORAGE CALC'S REQUIRED:
10% OF PARKING STALL AREA: 48 * (9*18)*10% = 777.6 SFT

ACTUAL:
178 + 102 + 227 + 222 + 224 = 953 SFT

- KEYNOTES**
- 1. Contractor shall construct the roads and parking with a min. 12" Subbase (3"minus), 8" Aggregate Base and 3 1/2" HMA Surface
 - 2. Contractor shall provide 4" concrete sidewalk and monolithic sidewalk (when adjacent to parking lot) with a curb height 6".
 - 3. Contractor shall provide 4" topsoil and seeding for all landscape areas and disturbed areas.
 - 4. Contractor shall provide 4" yellow pavement marking stalls (Typ.)
 - 5. Contractor shall remove and replace roadway inkind in disturbed area. Maintain access during water and sewer construction.
 - 6. Contractor shall match existing and adjacent curb.

NOTE:
SEE ARCHITECTURAL PLANS FOR BUILDING DESIGN.



PHASE 1 SITE PLAN

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT

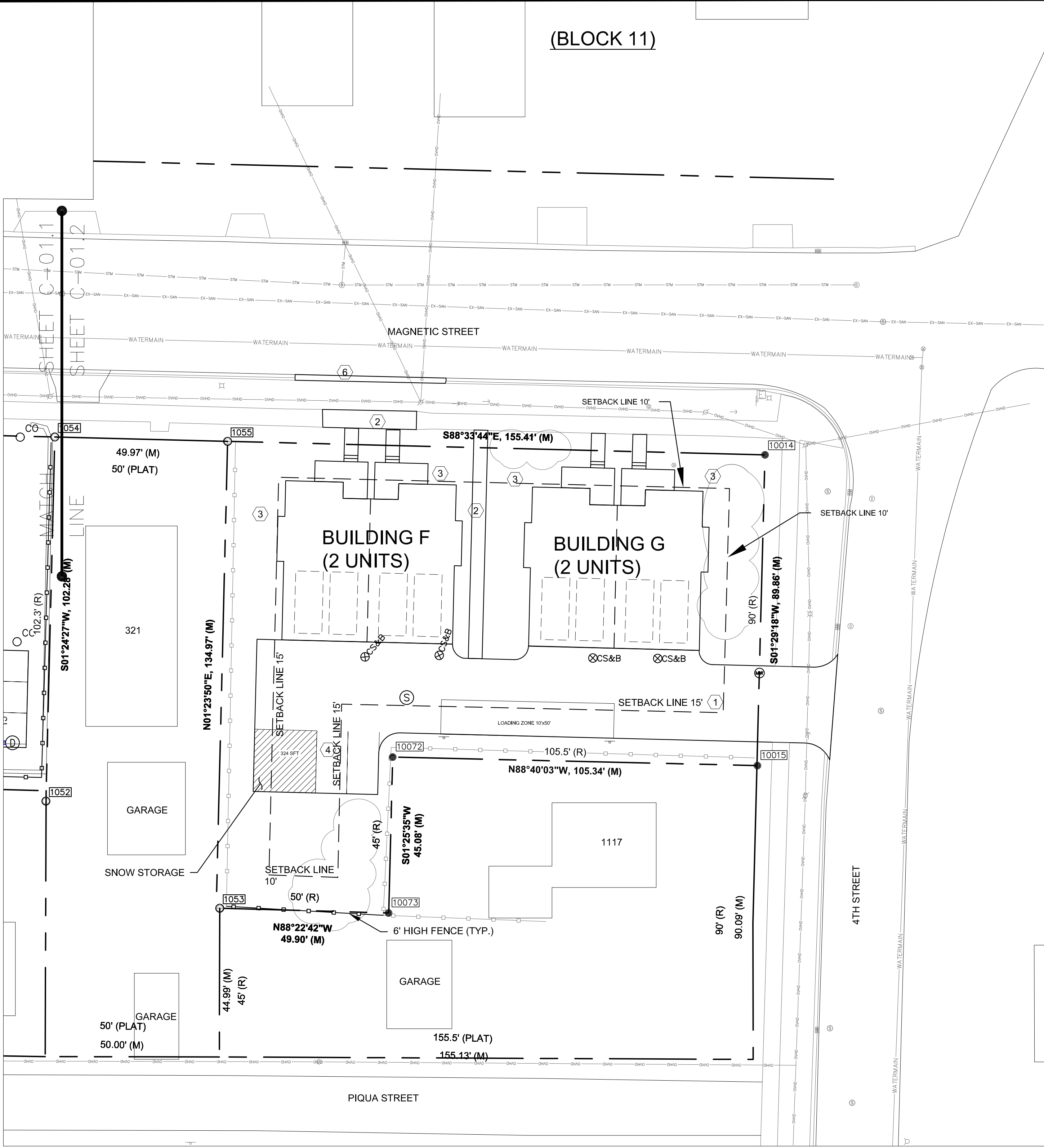
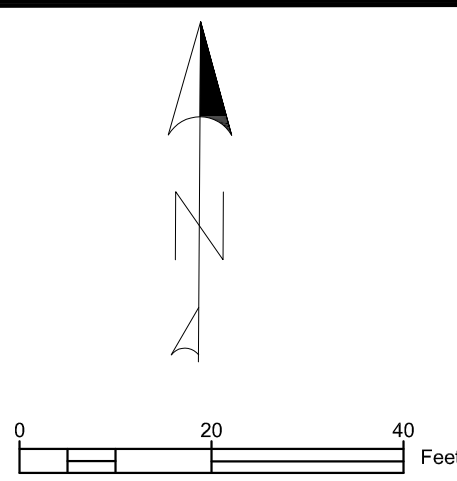
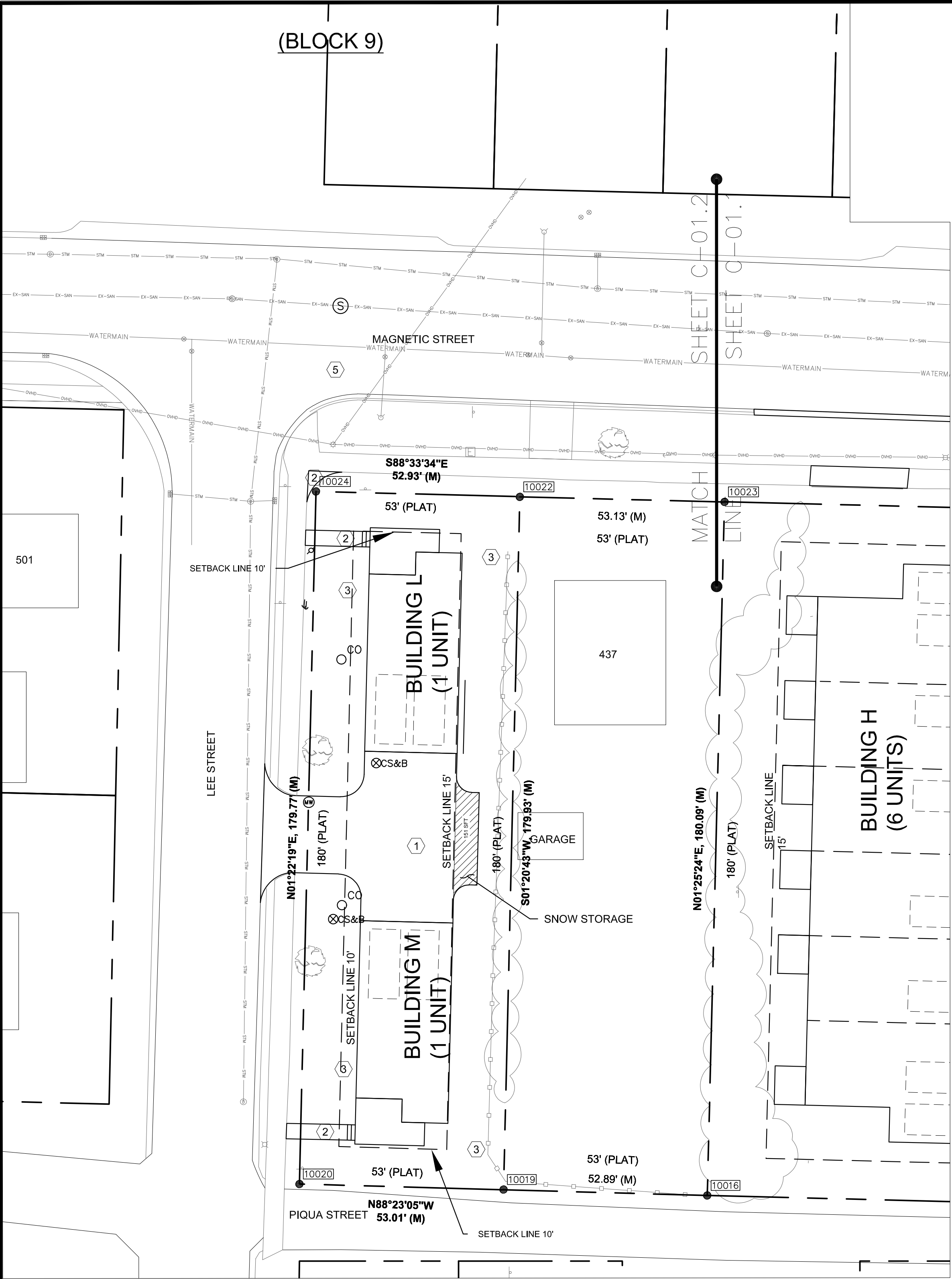


WICKWIRE, P.C.
715 Selden Road
Iron River, MI 49935
tel 906-265-9865
wickwiresolutions.com

Attention: 1" = 40'

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ISSUE DATE	FOR	Designed By:
4/22/25	REVIEW	LBS
5/5/25	REVIEW	Checked By: BMS
		Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 6
		DWG. NO. C-01.1



KEYNOTES

PARKING CALC'S
REQUIRED:
1-UNIT BUILDING: 2 SPACES PER UNIT = 2 SPACES EACH
2-UNIT BUILDINGS: 2 SPACES PER UNIT = 4 SPACES EACH
PARKING MAXIMUM: 8 (TOTAL) 20% = +2 SPACES

ACTUAL:
1-UNIT BUILDING (2X): 2 (GARAGE) = 4 SPACES
2-UNIT BUILDING (2X): 4 (GARAGE) + 2 SPACES = 10 SPACES

SNOW STORAGE CALC'S 
REQUIRED:
BLOCK 9: 10% OF PARKING STALL AREA: 4 (9'x18')x10% = 64.8 SFT
BLOCK 11: 10% OF PARKING STALL AREA: 10 (9'x18')x10% = 162 SFT

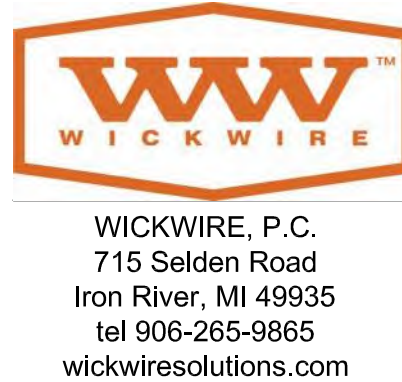
ACTUAL:
BLOCK 9: 151 SFT
BLOCK 11: 324 SFT

1. Contractor shall construct the roads and parking with a min. 12" Subbase (3"minus), 8" Aggregate Base and 3 1/2" HMA Surface
2. Contractor shall provide 4" concrete sidewalk and monolithic sidewalk (when adjacent to parking lot) with a curb height 6".
3. Contractor shall provide 4" topsoil and seeding for all landscape areas and disturbed areas.
4. Contractor shall provide 4" yellow pavement marking stalls (Typ.)
5. Contractor shall remove and replace roadway inkind in disturbed area. Maintain access during water and sewer construction.
6. Contractor shall match existing and adjacent curb.



PHASE 2 SITE PLAN

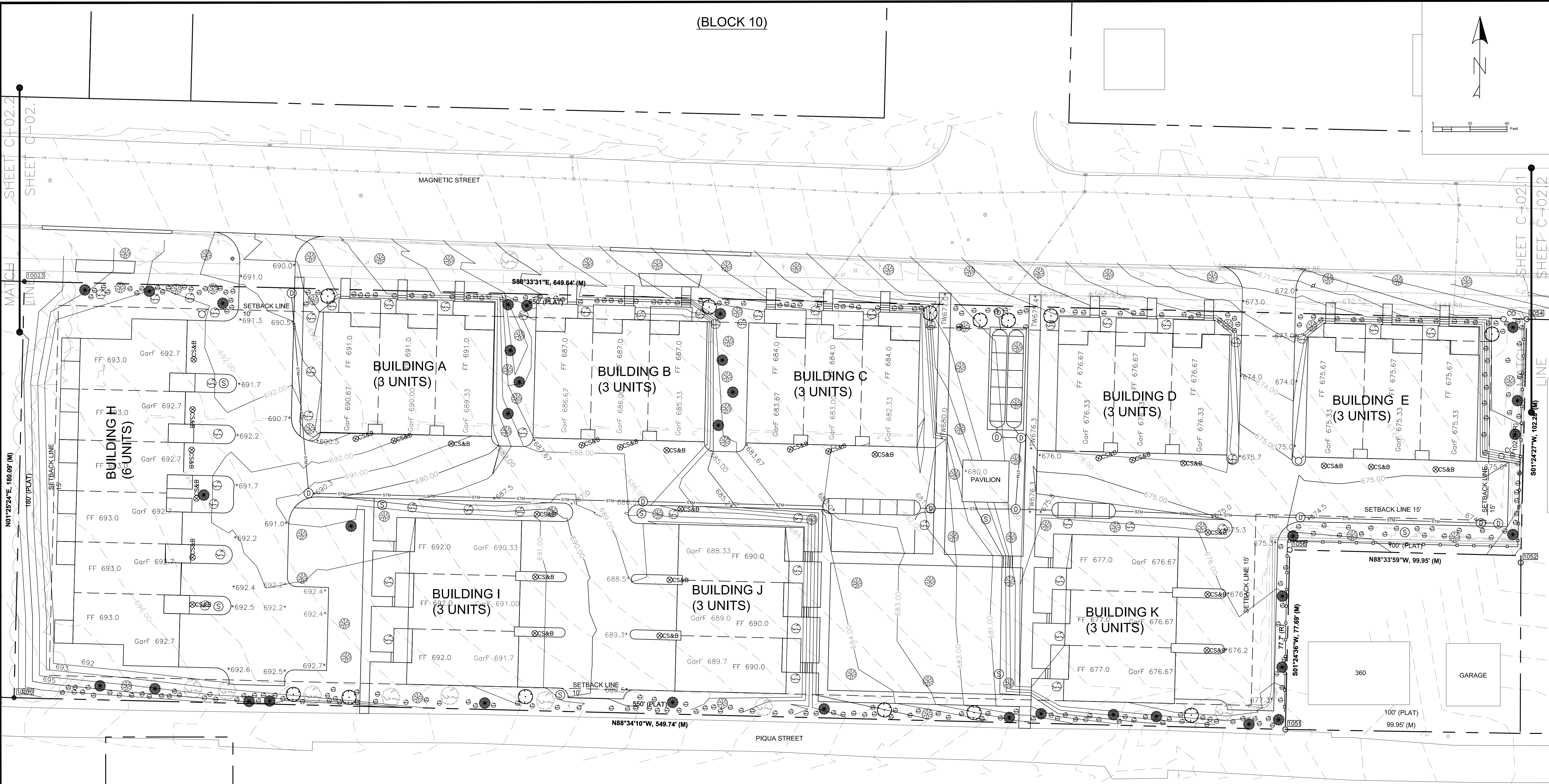
MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT



Attention: 1" = 40' (Scale)
If this scale bar does not measure 1" then drawing is not original scale.

ISSUE DATE	FOR	Designed By:
4/22/25	REVIEW	LBS
5/5/25	REVIEW	Checked By: BMS
		Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 7
		DWG. NO. C-01.2





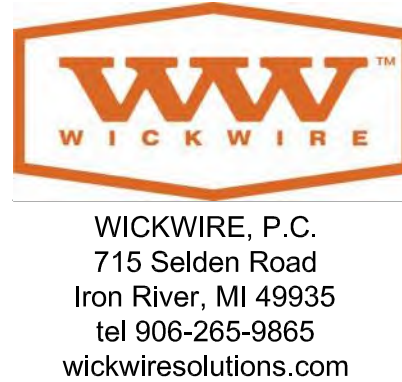
NOTE: PATIO'S SHALL NOT EXCEED 30" AGL.

NOTE: NO GRADING SHALL OCCUR OUTSIDE OF PROPERTY LIMITS.



PHASE 1 GRADING/STORM PLAN

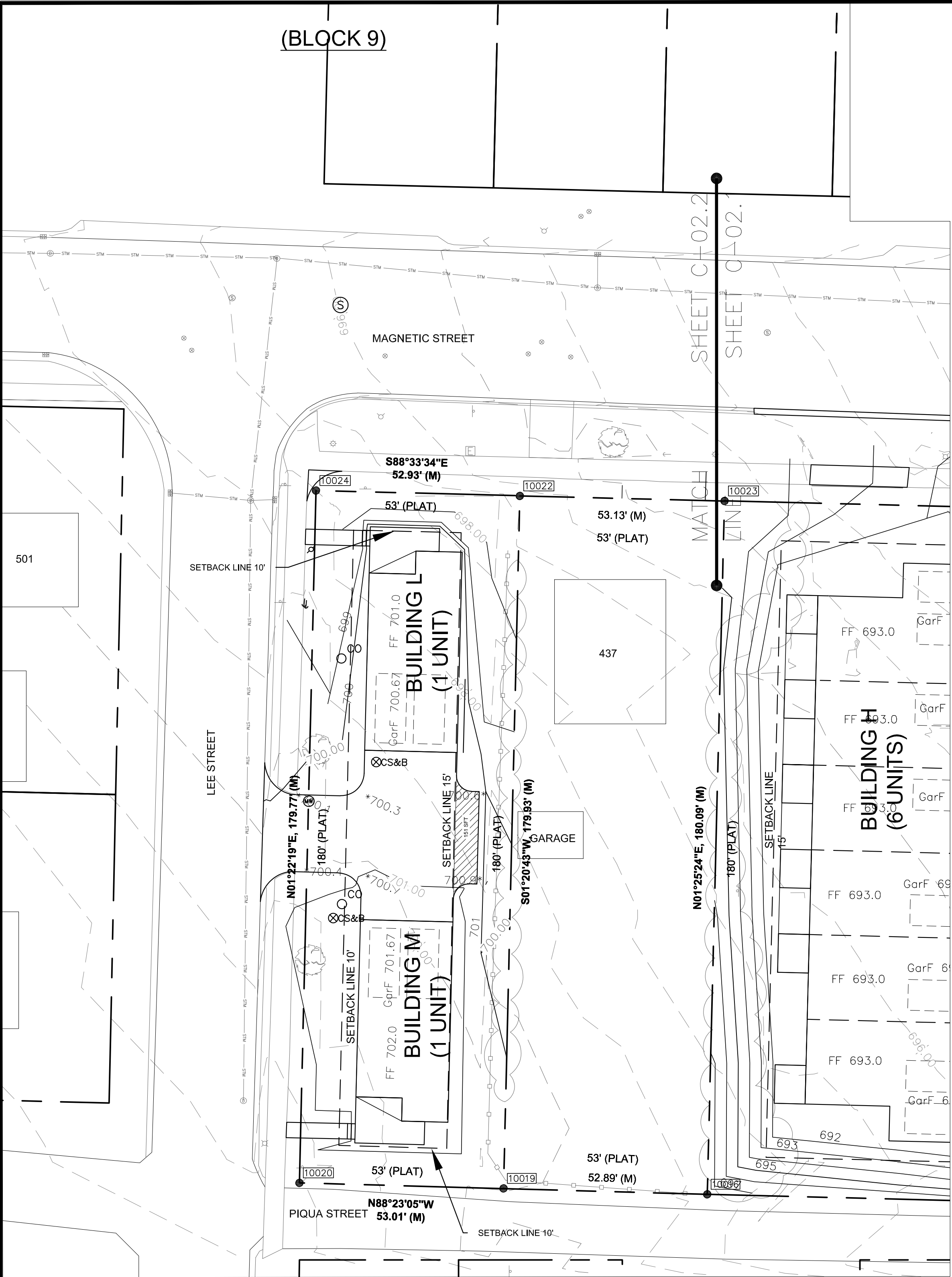
MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT



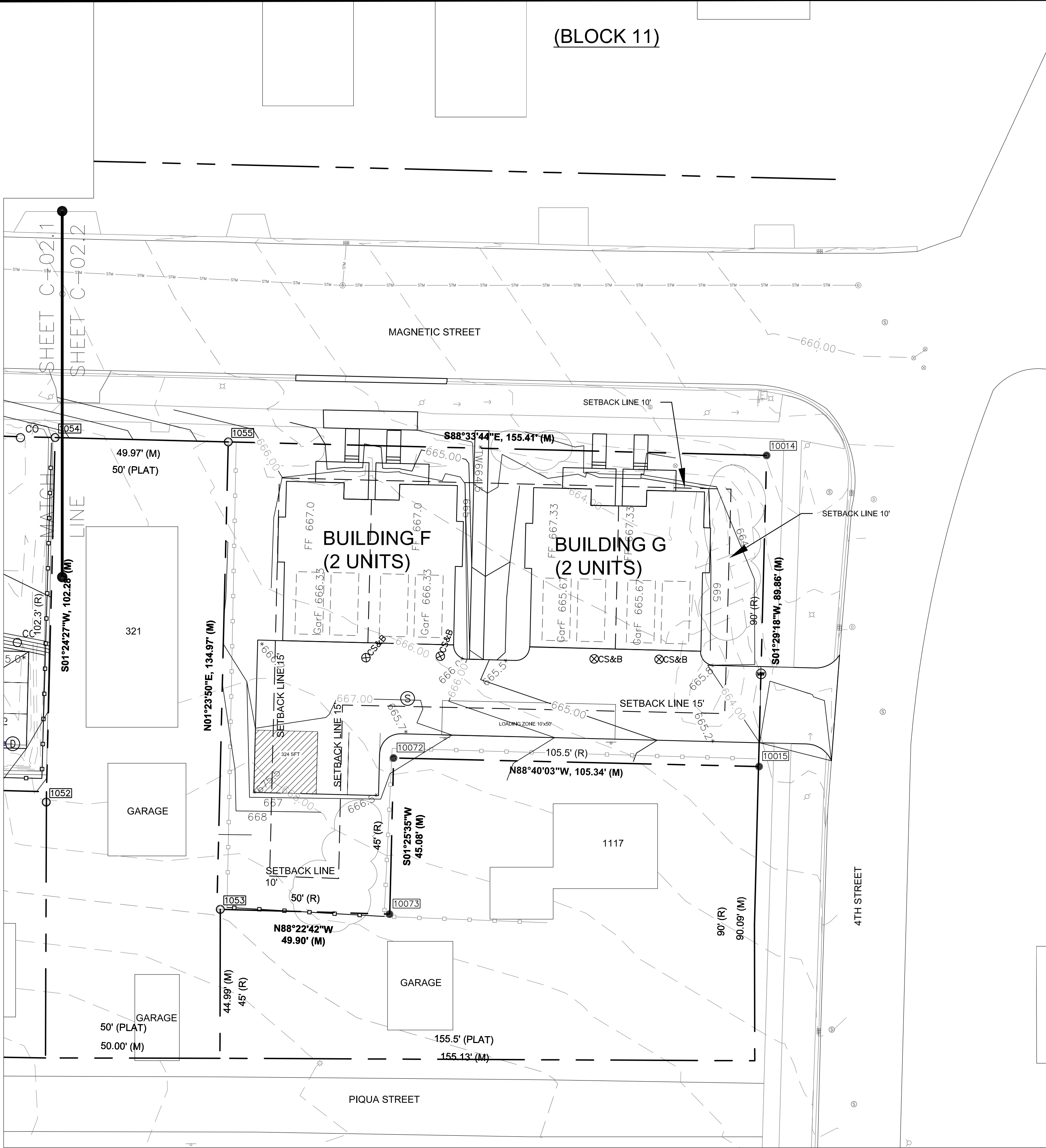
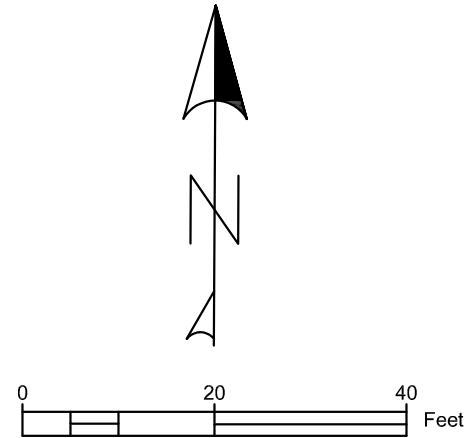
Attention: 1"
If this scale bar does not
measure 1" then drawing is
not original scale.

ISSUE DATE	FOR
4/22/25	REVIEW
5/5/25	REVIEW

Designed By:	LBS
Checked By:	BMS
Drawn By:	LBS
Approved By:	BMS
PROJECT #	24042
SHEET NO.	8
DWG. NO.	C-02.1



NOTE: PATIO'S SHALL NOT EXCEED 30" AGL.



NOTE: PATIO'S SHALL NOT EXCEED 30" AGL.

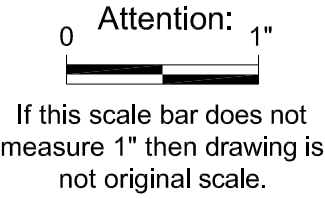


NOTE: NO GRADING SHALL OCCUR OUTSIDE OF PROPERTY LIMITS.

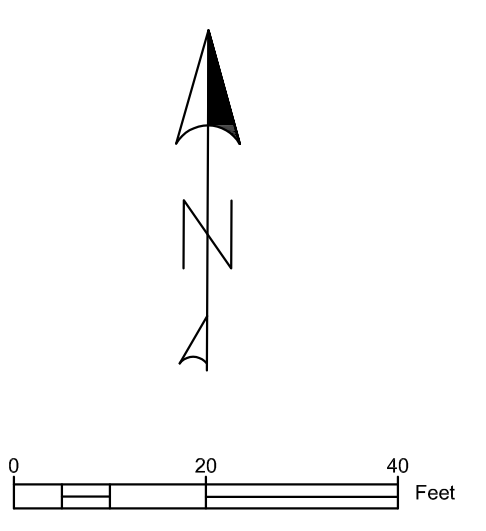
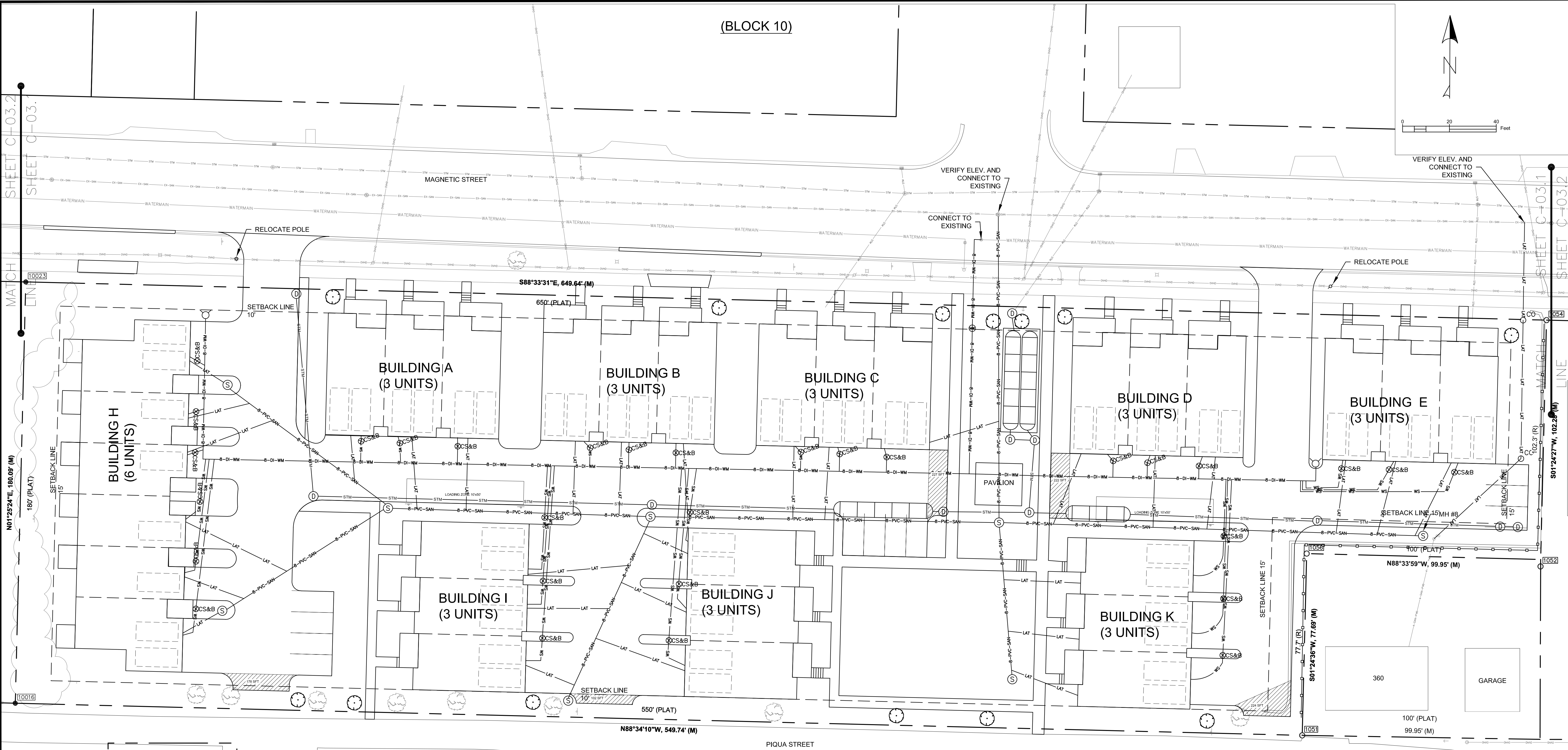


PHASE 2 GRADING/STORM PLAN

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT



ISSUE DATE	FOR	Designed By:
4/22/25	REVIEW	LBS
5/5/25	REVIEW	Checked By: BMS
		Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 9
		DWG. NO. C-02.2



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

ALL PROPOSED WATER AND SEWER CONSTRUCTION SHALL CONFORM TO CURRENT EDITION OF THE TEN STATES STANDARDS.

ALL WATER AND SEWER UTILITIES OUTSIDE OF THE CITY RIGHT OF WAYS OR EASEMENTS ARE PRIVATELY OWNED AND MAINTAINED.

LEGEND	
	EX. WATERMAIN (CITY)
	EX. NATURAL GAS (DTE)
	PROPOSED NATURAL GAS (DTE)
	PROPOSED 6" SANITARY LATERAL (PRIVATE)
	PROPOSED 8" SANITARY SEWER (PRIVATE)
	EX. SANITARY SEWER (CITY)
	EX. OVERHEAD POWER (MBLP)
	PROPOSED UNDERGROUND POWER (PRIVATE)
	PROPOSED STORM SEWER (PRIVATE)
	PROPERTY BOUNDARY
	PROPOSED 6" WATERMAIN (PRIVATE)
	PROPOSED 8" WATERMAIN (PRIVATE)
	PROPOSED UTILITY POLE
	PROPOSED HYDRANT
	PROPOSED VALVE
	PROPOSED SAN. CLEANOUT
	PROPOSED SANITARY STRUCTURE
	PROPOSED CATCH BASIN



PHASE 1 UTILITY PLAN

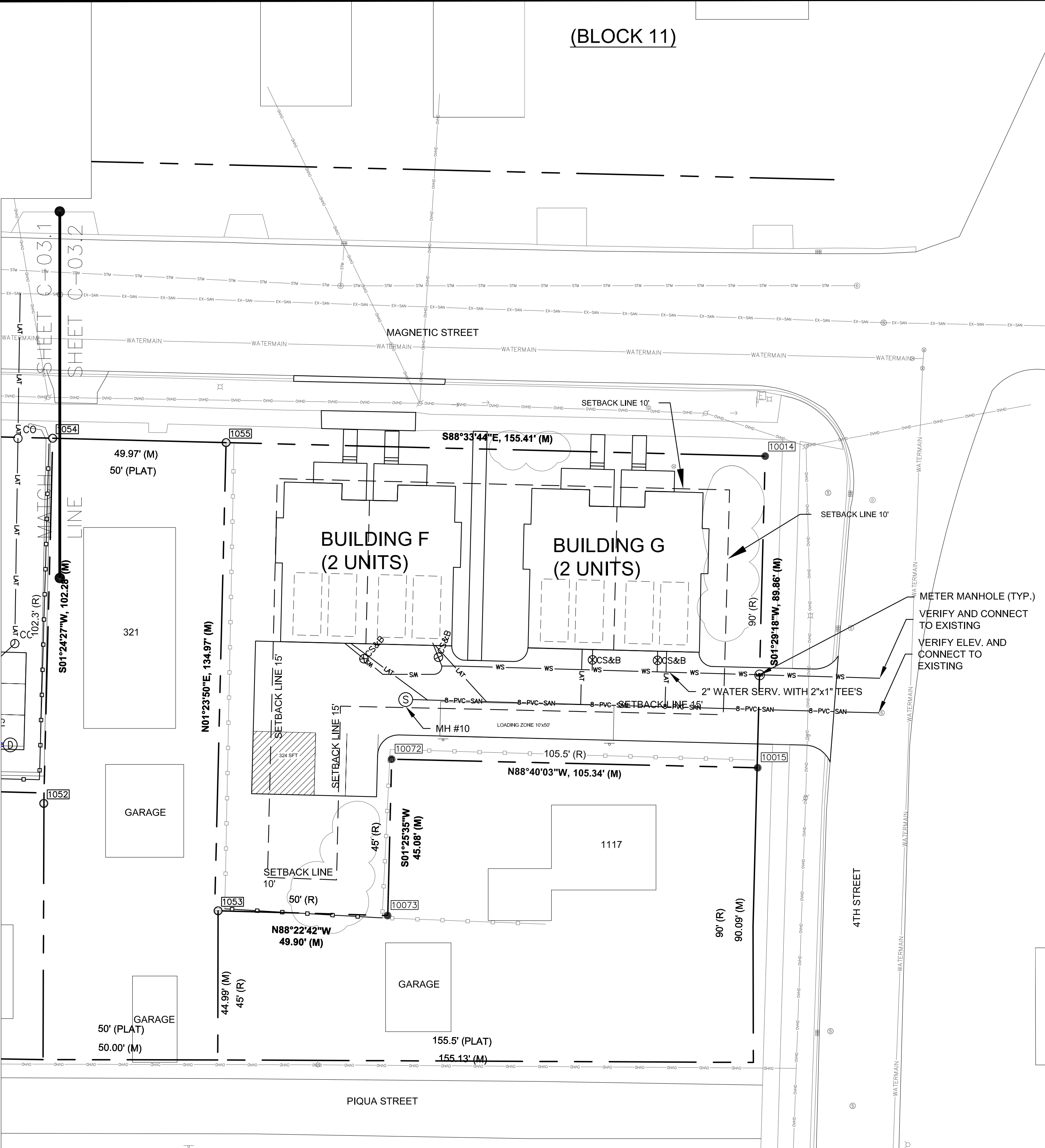
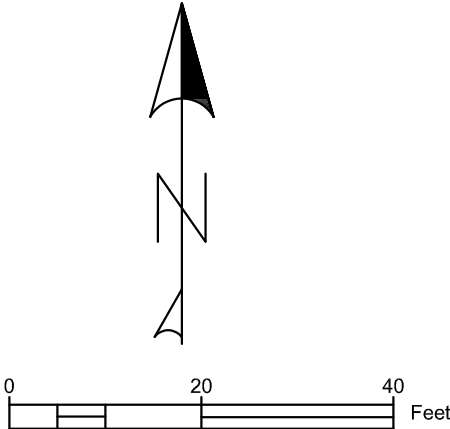
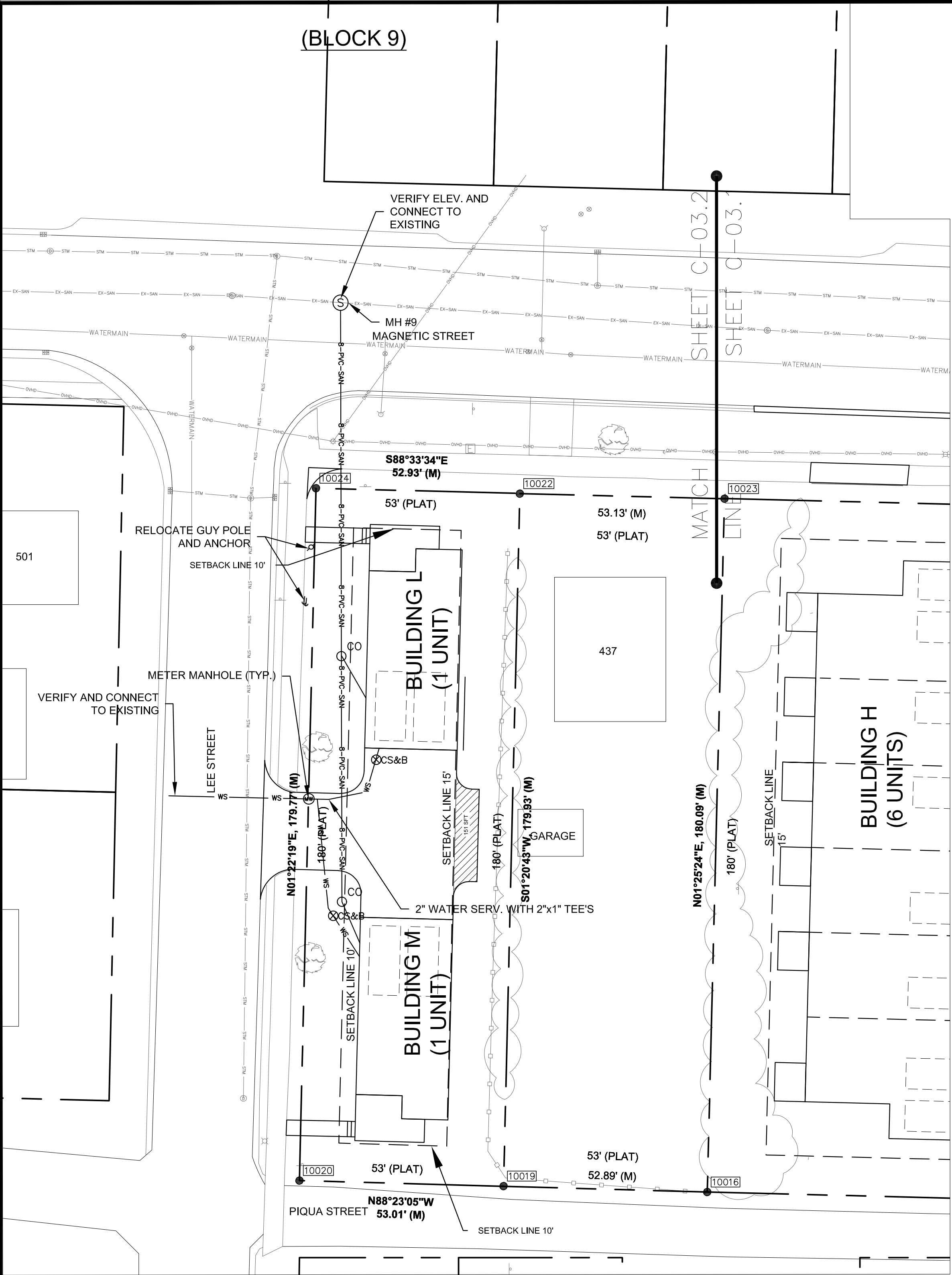
MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT

WICKWIRE, P.C.
715 Selden Road
Iron River, MI 49935
tel 906-265-9865
wickwiresolutions.com

Attention: 1"

If this scale bar does not measure 1" then drawing is not original scale.

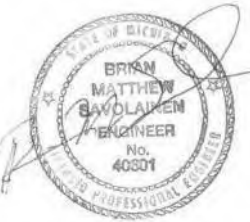
ISSUE DATE	FOR	Designed By: LBS
4/22/25	REVIEW	Checked By: BMS
5/5/25	REVIEW	Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 10
		DWG. NO. C-03.1



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AND SEWER UTILITIES OUTSIDE OF THE CITY RIGHT OF EASEMENTS ARE PRIVATELY OWNED AND MAINTAINED.



LEGEND	
	EX. WATERMAIN (CITY)
	EX. NATURAL GAS (DTE)
	PROPOSED NATURAL GAS (DTE)
	PROPOSED 8" SANITARY LATERAL (PRIVATE)
	PROPOSED 8" SANITARY SEWER (PRIVATE)
	EX. SANITARY SEWER (CITY)
	EX. OVERHEAD POWER (MBLP)
	PROPOSED UNDERGROUND POWER (PRIVATE)
	PROPOSED STORM SEWER (PRIVATE)
	PROPERTY BOUNDARY
	PROPOSED 6" WATERMAIN (PRIVATE)
	PROPOSED 8" WATERMAIN (PRIVATE)
	PROPOSED UTILITY POLE
	PROPOSED HYDRANT
	PROPOSED VALVE
	PROPOSED SAN. CLEANOUT
	PROPOSED SANITARY STRUCTURE
	PROPOSED CATCH BASIN



PHASE 2 UTILITY PLAN

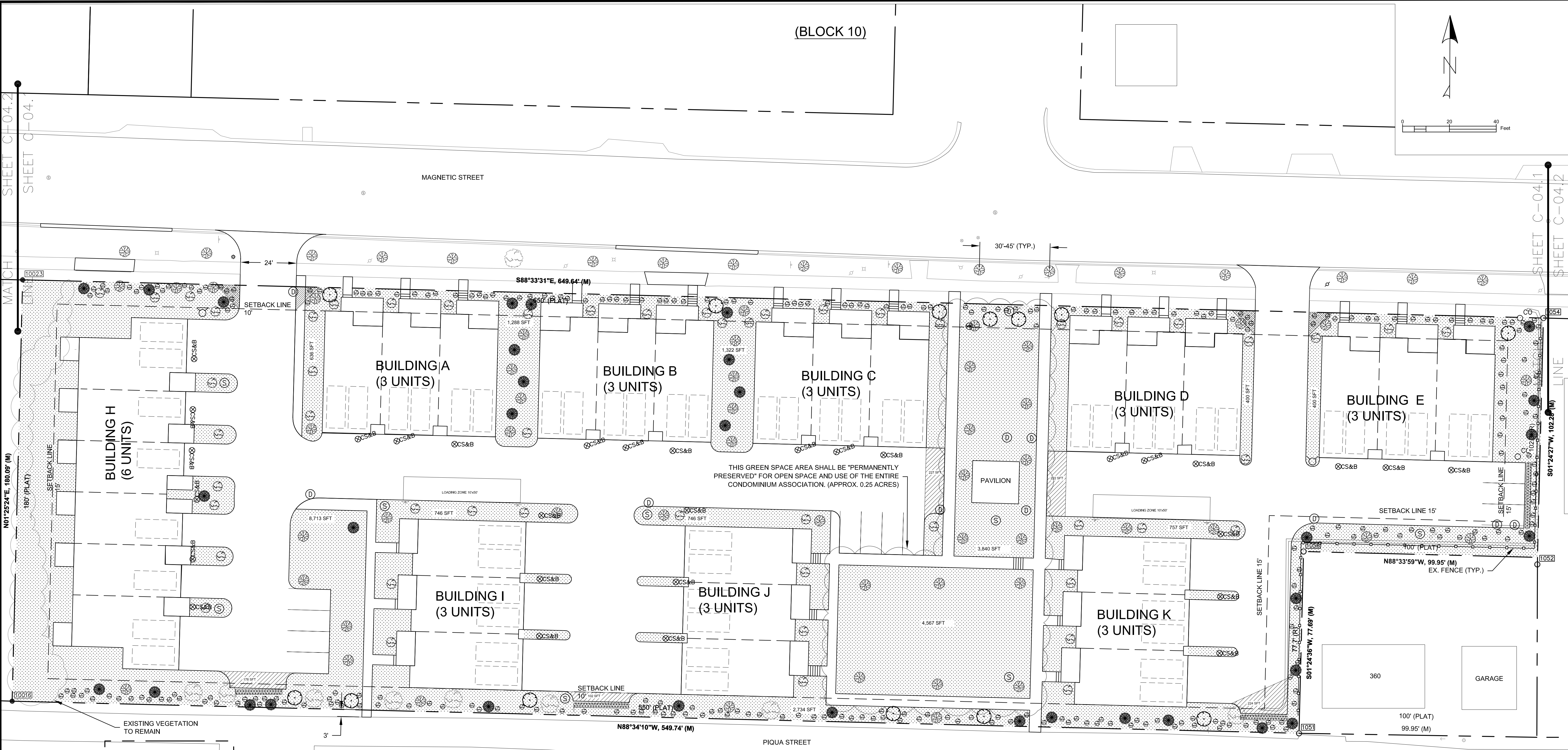
MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT



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ISSUE DATE	FOR	Designed By:	LBS
4/22/25	REVIEW	Checked By:	BMS
5/5/25	REVIEW	Drawn By:	LBS
		Approved By:	BMS
		PROJECT #	24042
		SHEET NO.	11
		DWG. NO.	C-03.2



GREENSPACE CALC'S REQUIRED (5%):
20,739 + 10,676 SFT X 0.05 = 1,571 SFT (360 SFT EACH MIN)

ACTUAL:
746 + 746 + 757 = 2,249 SFT

FRONTAGE LANDSCAPING REQUIREMENTS:
SOUTH: 549.74'
DECIDUOUS/EVERGREEN: 14
ORNAMENTAL: 5
SHRUBS: 110

NORTH: 602.64'
DECIDUOUS/EVERGREEN: 15
ORNAMENTAL: 6
SHRUBS: 121

LANDSCAPING TOTALS:
DECIDUOUS/EVERGREEN: 83
ORNAMENTAL: 13
SHRUBS: 328

NOTE: ALL GREEN SPACE BUFFER YARDS AND LANDSCAPING WILL BE PERMANENTLY PRESERVED TO MAINTAIN BUFFERS BETWEEN ADJACENT PROPERTIES AND LAND USES. THE CONDOMINIUM ASSOCIATION WILL BE REQUIRED TO PROVIDE ANNUAL MAINTENANCE TO THESE AREAS AND RE-PLANT AS NECESSARY TO MAINTAIN BUFFER YARDS.

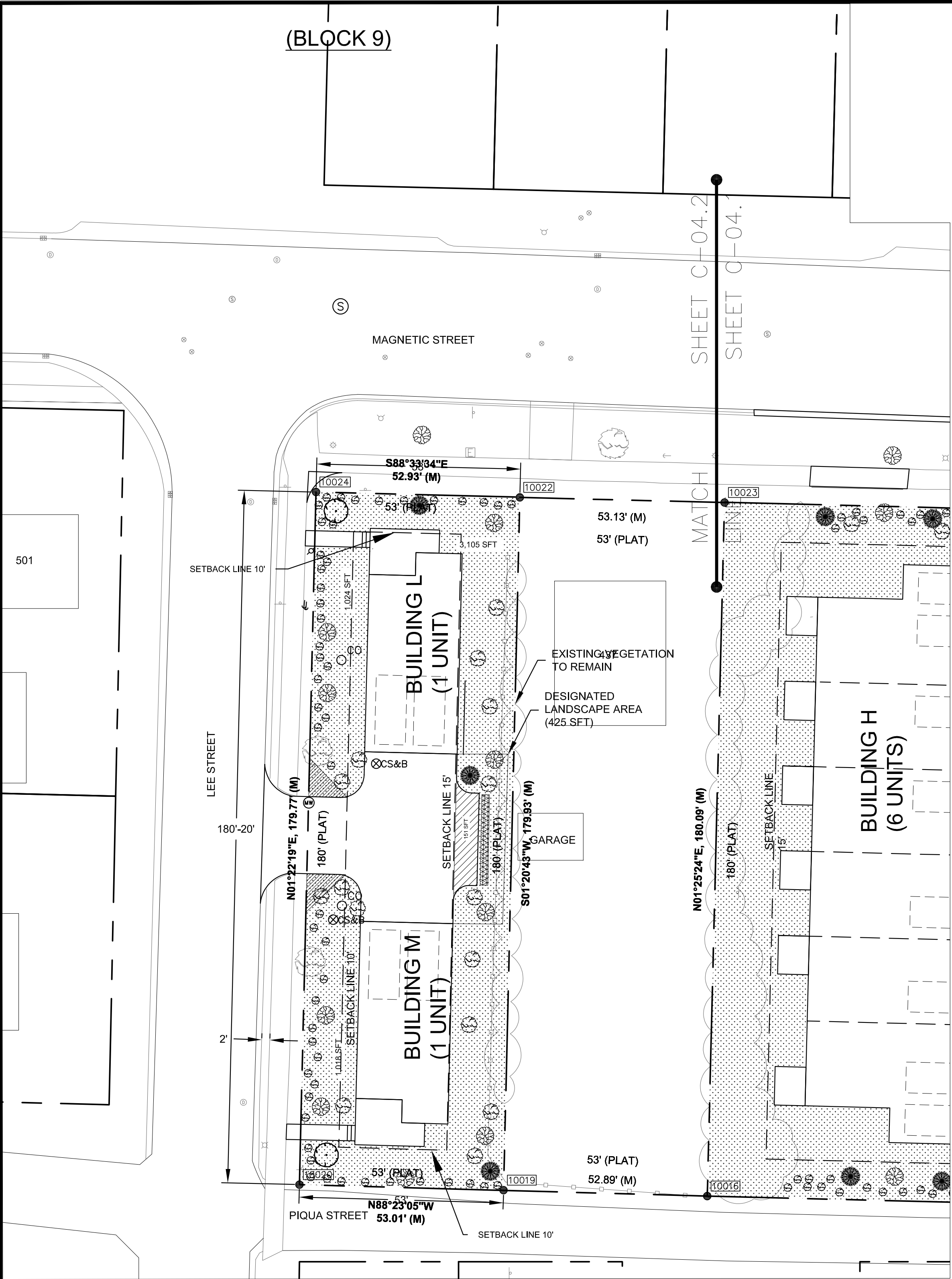
Recommended Plant Type and Size	Common Name
Evergreen Trees (8 feet minimum height)	Canadian Hemlock, Eastern Red Cedar, European Larch, Scotch Pine, White Pine, Black Hills Spruce, Colorado Green Spruce, Engelmann Spruce, Norway Spruce
Deciduous Trees (3-inch minimum caliper)	Sugar Maple varieties, Red Maple varieties, Amur Cork Tree, American Yellowwood, Bicolor Oak, Swamp White Oak, Little-Leaf Linden, Ohio Buckeye
Ornamental Trees (2-inch minimum caliper)	Dolgo Crabapple, Siberian Crabapple, Cockspur Hawthorn, Blackhaw Viburnum, Nannyberry Viburnum, Tulip Tree
Deciduous Shrubs (3 feet minimum height)	Arrowwood Viburnum, Wayfaring Tree, Nannyberry, European Cranberry, American Cranberry, American Cranberry, Redosier Dogwood, Siberian Dogwood, Fragrant Sumac, Staghorn Sumac, Bush Cinquefoil, Tatarian Honeysuckle, Winterberry, American Elder
Evergreen Shrubs (18 inches minimum height for low growing species and 30 inches minimum for all other species)	Common Juniper, Creeping Juniper, Bush Cinquefoil, Canada Yew, Amur Privet, Mugo Pine

PLANTING LEGEND

- 3' HIGH EVERGREEN HEDGE
- GREENSPACE (MULCH OR GRASS)
- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUB
- ORNAMENTAL TREE

CLEAR VISION AREA (10'X10' TYP. TREES SHALL NOT EXCEED 8' TALL. SHRUBS SHALL NOT EXCEED 30' TALL. ALL PLANTINGS SHALL BE GREATER THAN 3' FROM EDGE OF DRIVEWAY)

NOTE: STREET TREES PLANTED IN RIGHT OF WAY SHALL CONFORM TO MARQUETTE LDC 54.1003(A).



GREENSPACE CALC'S (BLOCK 9)
REQUIRED (5%):
1,812 SFT X 0.05 = 90.6 SFT
(360 SFT EACH MIN)

ACTUAL: 425 SFT

FRONTAGE LANDSCAPING
REQUIREMENTS:
NORTH AND SOUTH: 52.93' EA
DECIDUOUS/EVERGREEN: 1 EA
ORNAMENTAL: 1 EA
SHRUBS: 11 EA

WEST: 159.77'
DECIDUOUS/EVERGREEN: 4
ORNAMENTAL: 2
SHRUBS: 32

LANDSCAPING TOTALS:
DECIDUOUS/EVERGREEN: 13
ORNAMENTAL: 2
SHRUBS: 66

GREENSPACE CALC'S (BLOCK 11)
REQUIRED (5%):
4,781 SFT X 0.05 = 239 SFT
(360 SFT EACH MIN)

ACTUAL: 419 SFT

FRONTAGE LANDSCAPING
REQUIREMENTS:
NORTH: 155.41'
DECIDUOUS/EVERGREEN: 4
ORNAMENTAL: 2
SHRUBS: 31

EAST: 67.86'
DECIDUOUS/EVERGREEN: 2
ORNAMENTAL: 1
SHRUBS: 14

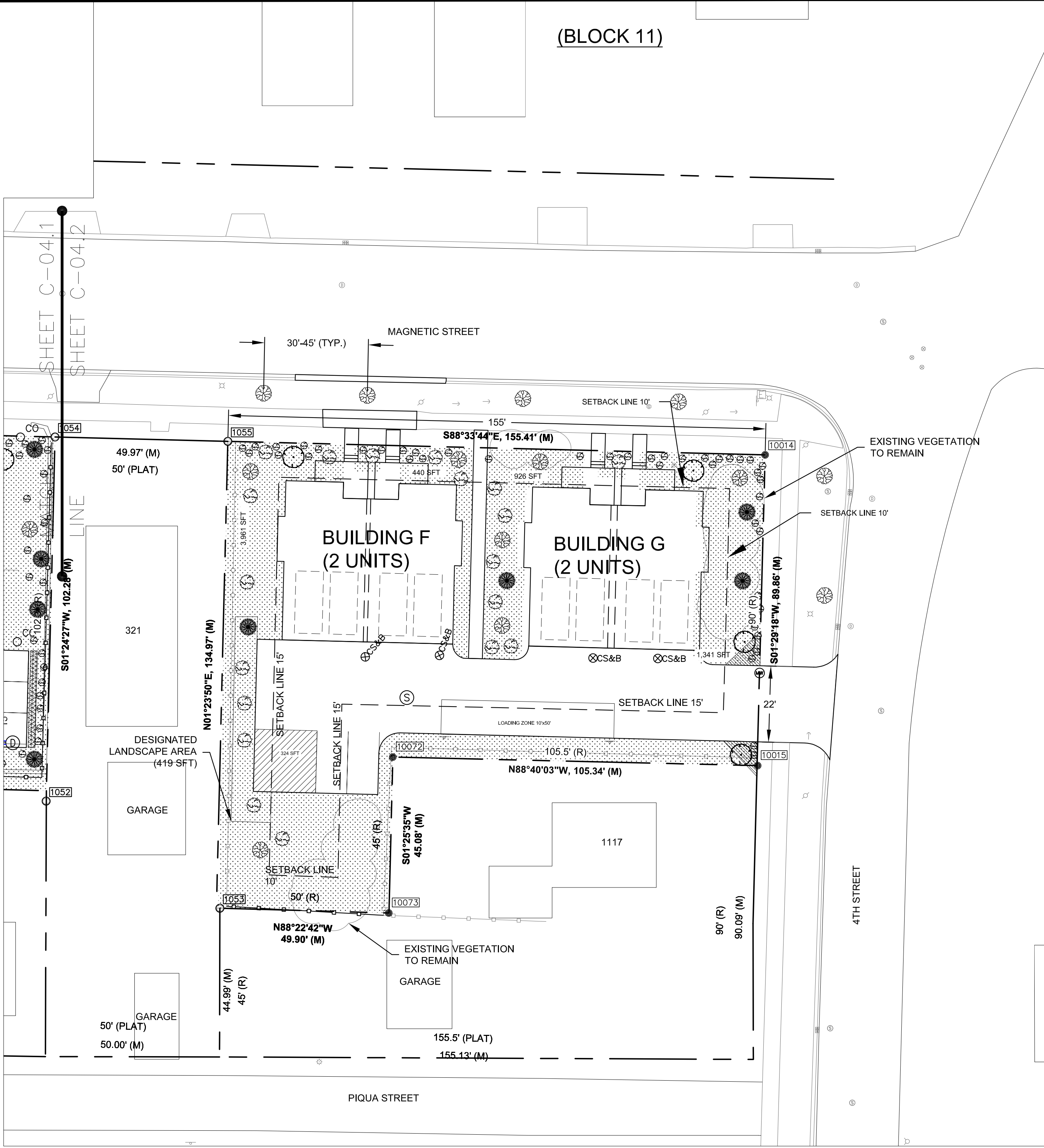
LANDSCAPING TOTALS:
DECIDUOUS/EVERGREEN: 11
ORNAMENTAL: 4
SHRUBS: 62

PLANTING LEGEND

- 3' HIGH EVERGREEN HEDGE
- GREENSPACE (MULCH OR GRASS)
- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUB
- ORNAMENTAL TREE
- CLEAR VISION AREA (10'X10' TYP. TREES SHALL NOT EXCEED 8' TALL, SHRUBS SHALL NOT EXCEED 30" TALL, ALL PLANTINGS SHALL BE GREATER THAN 3' FROM EDGE OF DRIVEWAY)

NOTE: STREET TREES PLANTED IN RIGHT OF WAY SHALL CONFORM TO MARQUETTE LDC 54.1003(A).

ALL GREEN SPACE BUFFER YARDS AND LANDSCAPING WILL BE PERMANENTLY PRESERVED TO MAINTAIN BUFFERS BETWEEN ADJACENT PROPERTIES AND LAND USES. THE CONDOMINIUM ASSOCIATION WILL BE REQUIRED TO PROVIDE ANNUAL MAINTENANCE TO THESE AREAS AND RE-PLANT AS NECESSARY TO MAINTAIN BUFFER YARDS.



Recommended Plant Type and Size	Common Name
Evergreen Trees (8 feet minimum height)	Canadian Hemlock, Eastern Red Cedar, European Larch, Scotch Pine, White Pine, Black Hills Spruce, Colorado Green Spruce, Engelmann Spruce, Norway Spruce
Deciduous Trees (3-inch minimum caliper)	Sugar Maple varieties, Red Maple varieties, Amur Cork Tree, American Yellowwood, Bicolor Oak, Swamp White Oak, Little-Leaf Linden, Ohio Buckeye
Ornamental Trees (2-inch minimum caliper)	Dolgo Crabapple, Siberian Crabapple, Cockspur Hawthorn, Blackhaw Viburnum, Nannyberry Viburnum, Tulip Tree
Deciduous Shrubs (3 feet minimum height)	Arrowwood Viburnum, Wayfaring Tree, Nannyberry, European Cranberry, American Cranberry, American Cranberry, Redosier Dogwood, Siberian Dogwood, Fragrant Sumac, Staghorn Sumac, Bush Cinquefoil, Tatarian Honeysuckle, Winterberry, American Elder
Evergreen Shrubs (18 inches minimum height for low growing species and 30 inches minimum for all other species)	Common Juniper, Creeping Juniper, Bush Cinquefoil, Canada Yew, Amur Privet, Mugo Pine



PHASE 2 LANDSCAPING PLAN

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT



WICKWIRE, P.C.
715 Selden Road
Iron River, MI 49935
tel 906-265-9865
wickwiresolutions.com

Attention: 1"
If this scale bar does not
measure 1" then drawing is
not original scale.

ISSUE DATE	FOR
4/22/25	REVIEW
5/5/25	REVIEW

Designed By: LBS
Checked By: BMS
Drawn By: LBS

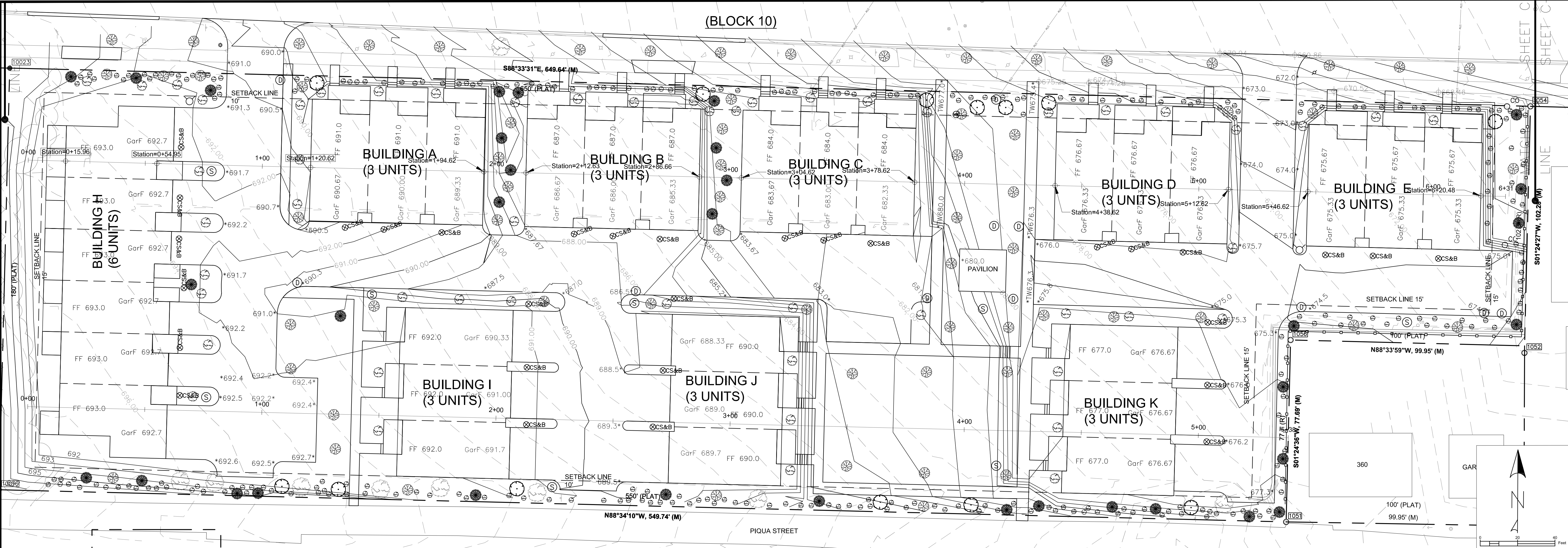
Approved By: BMS
PROJECT # 24042

SHEET NO. 13

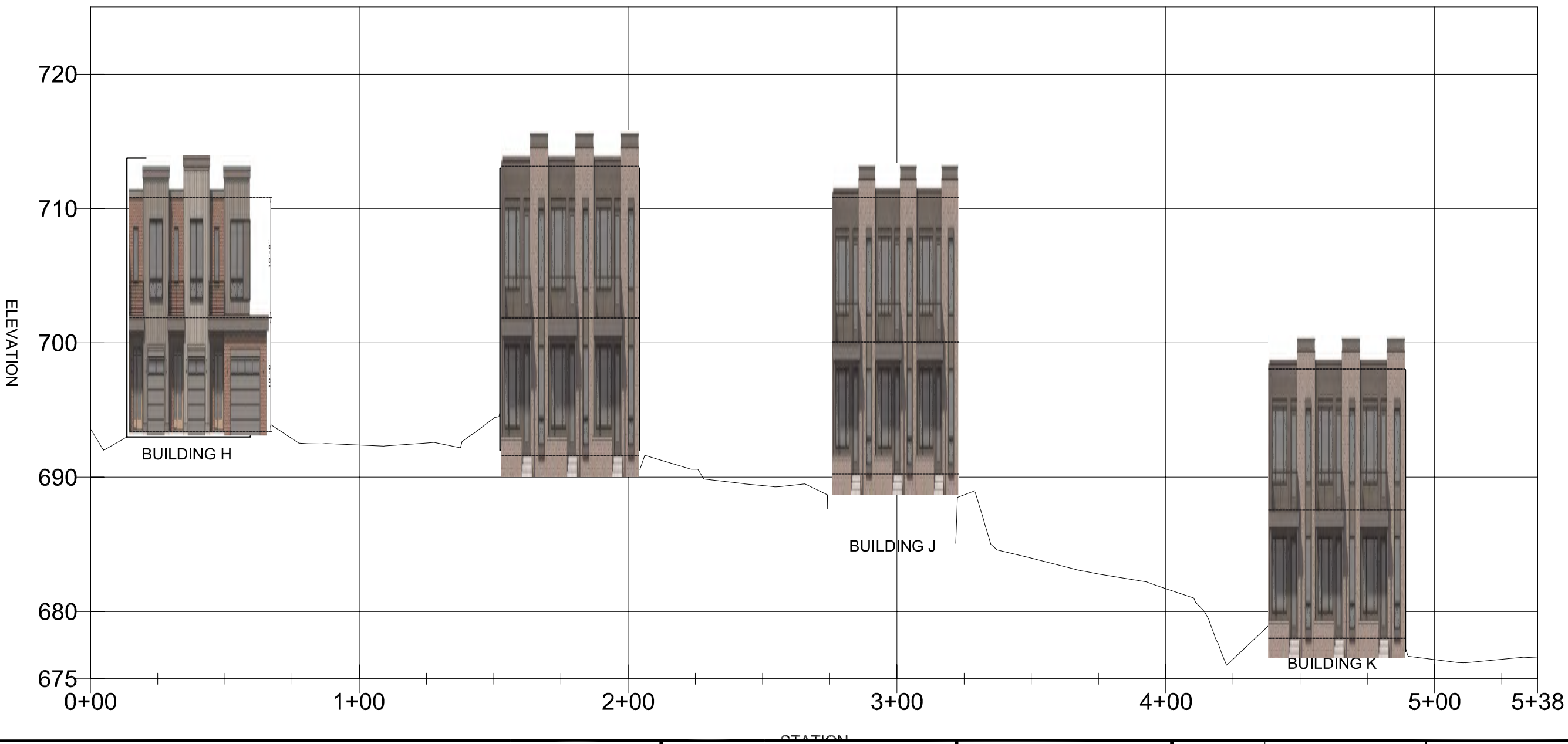
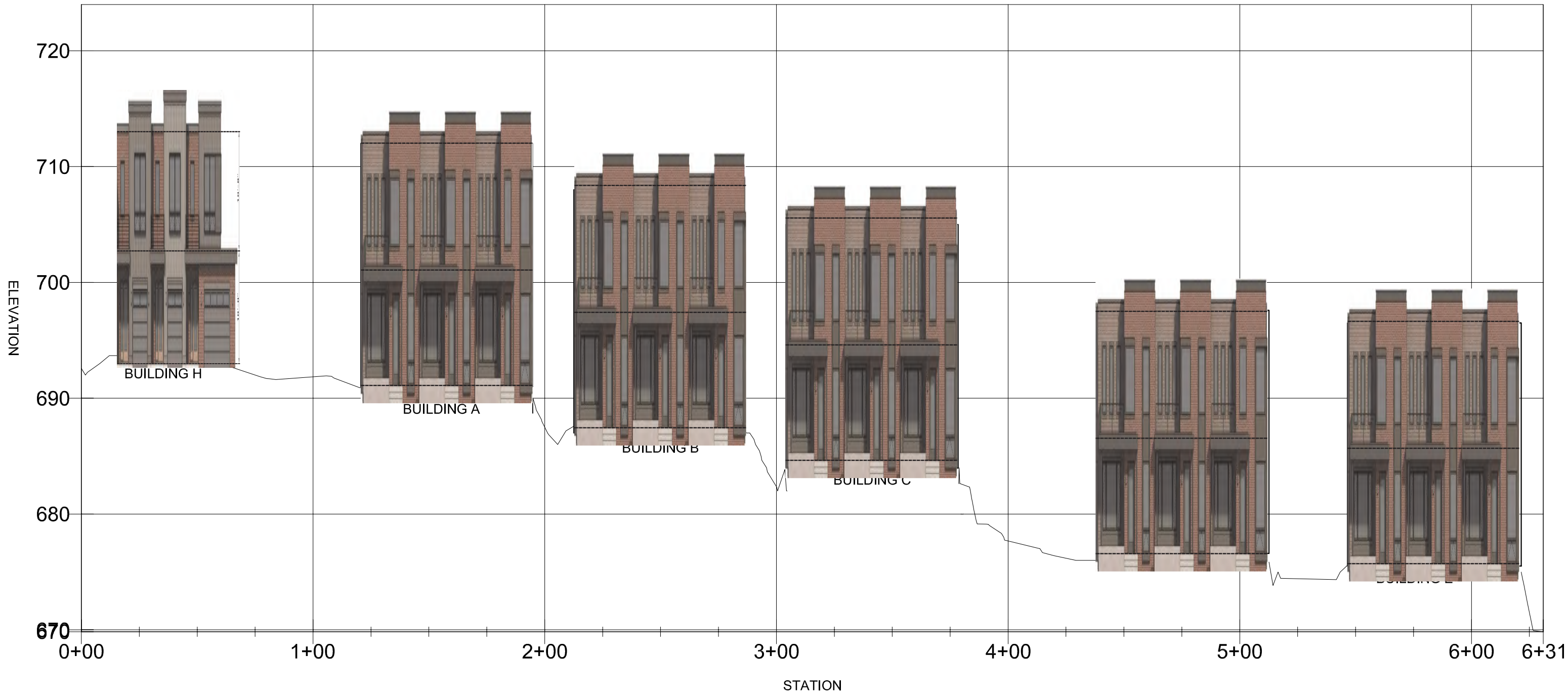
DWG. NO.

C-04.2





NOTE: SEE A-501 FOR BUILDING ELEVATION VIEWS



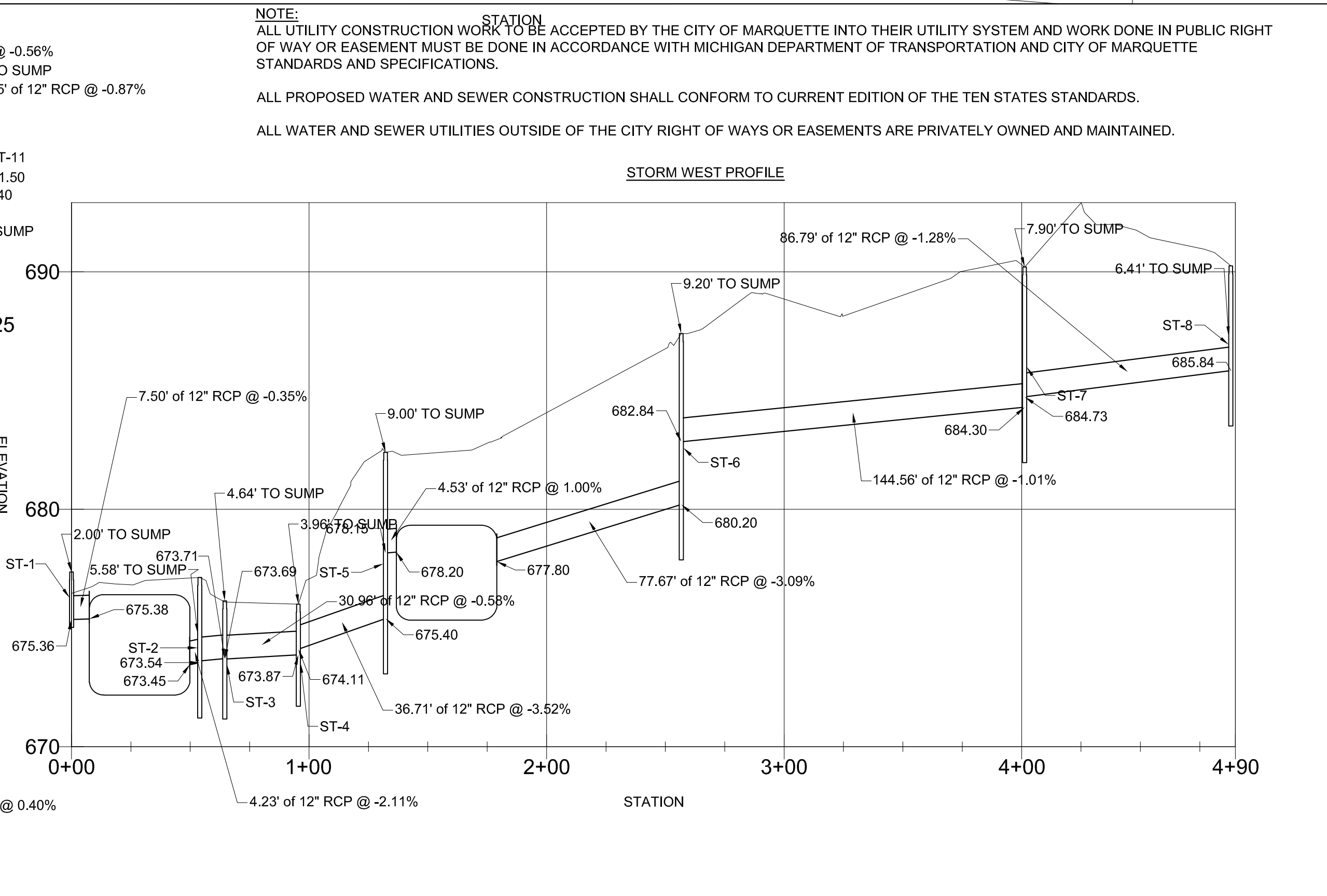
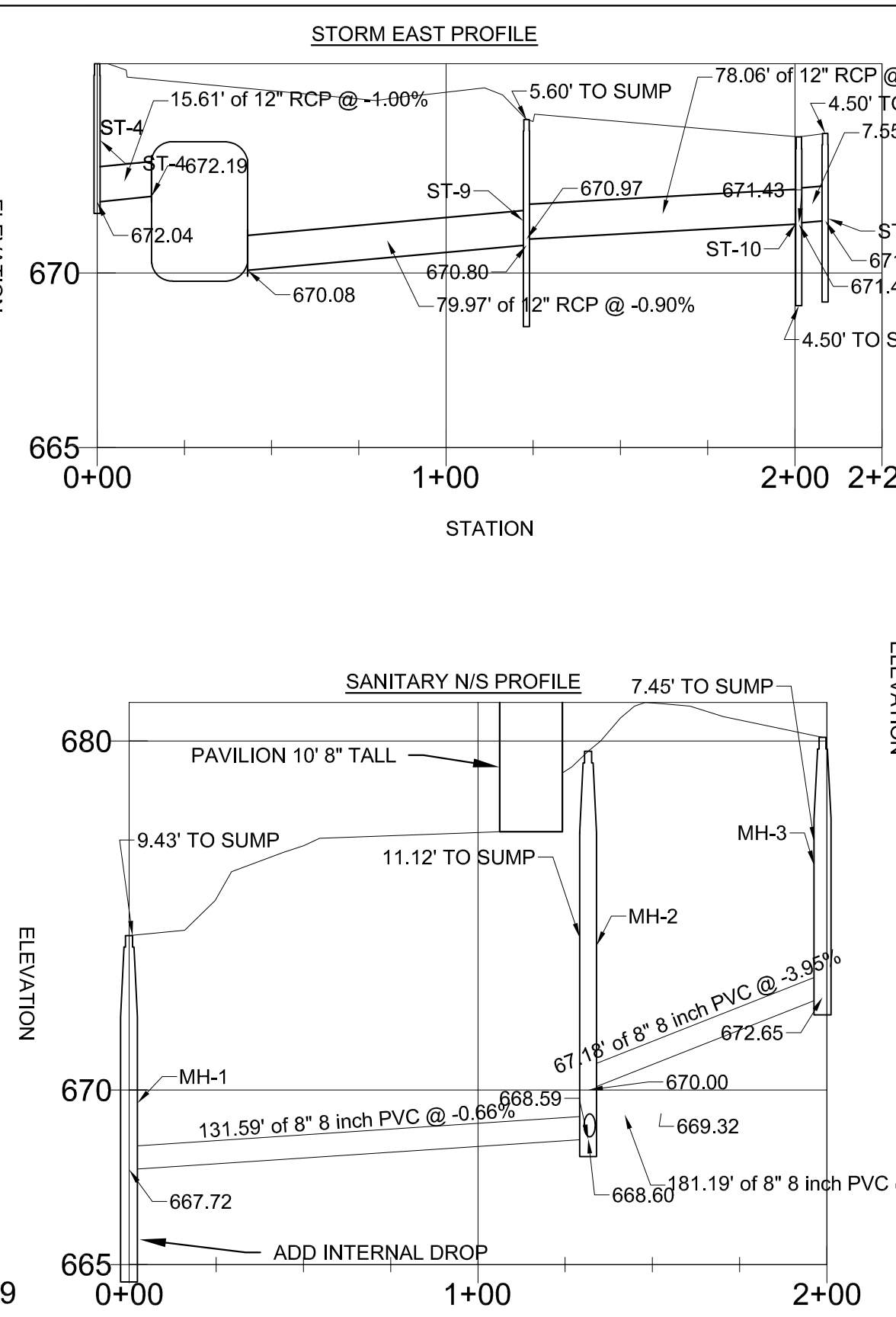
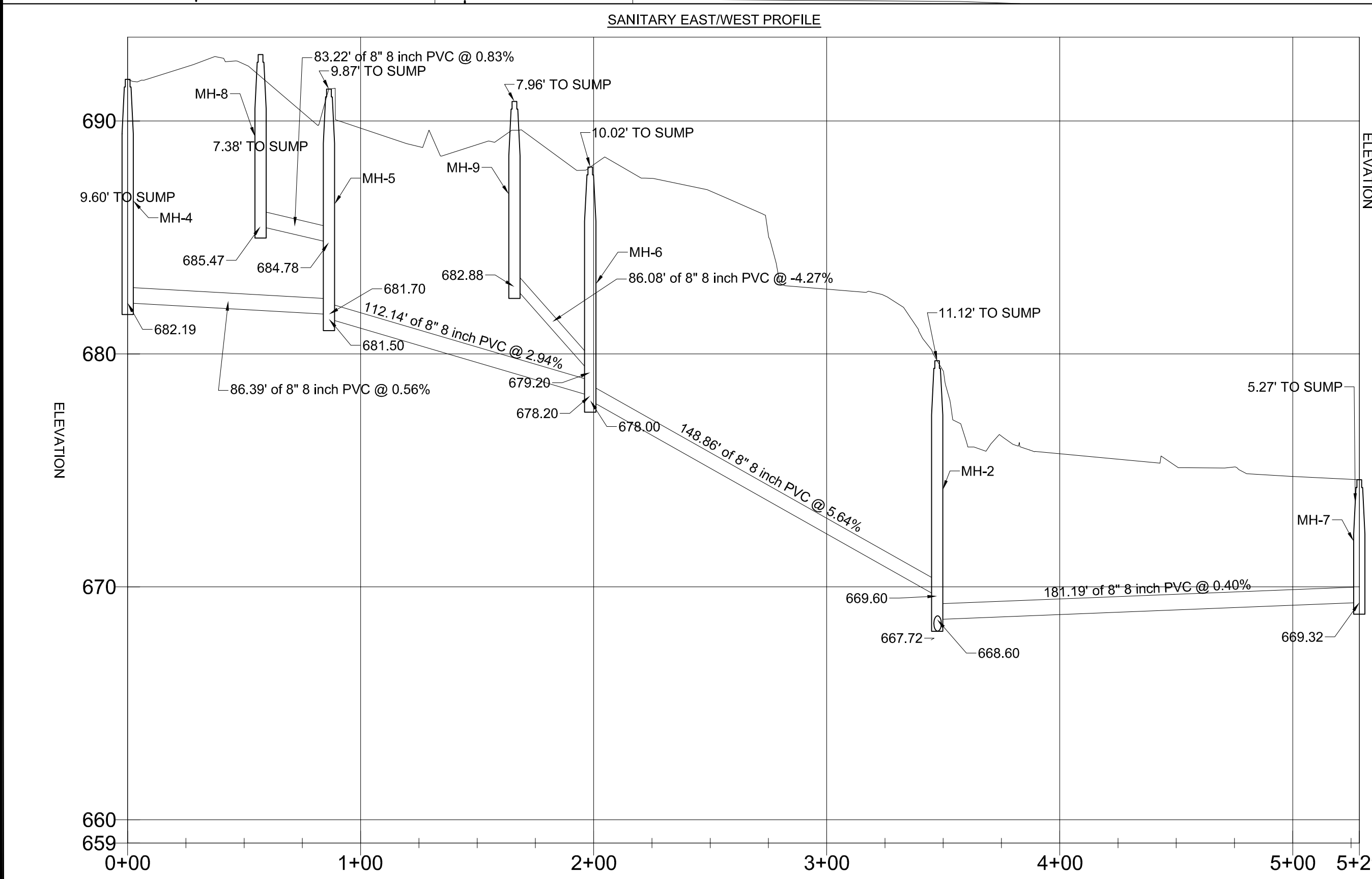
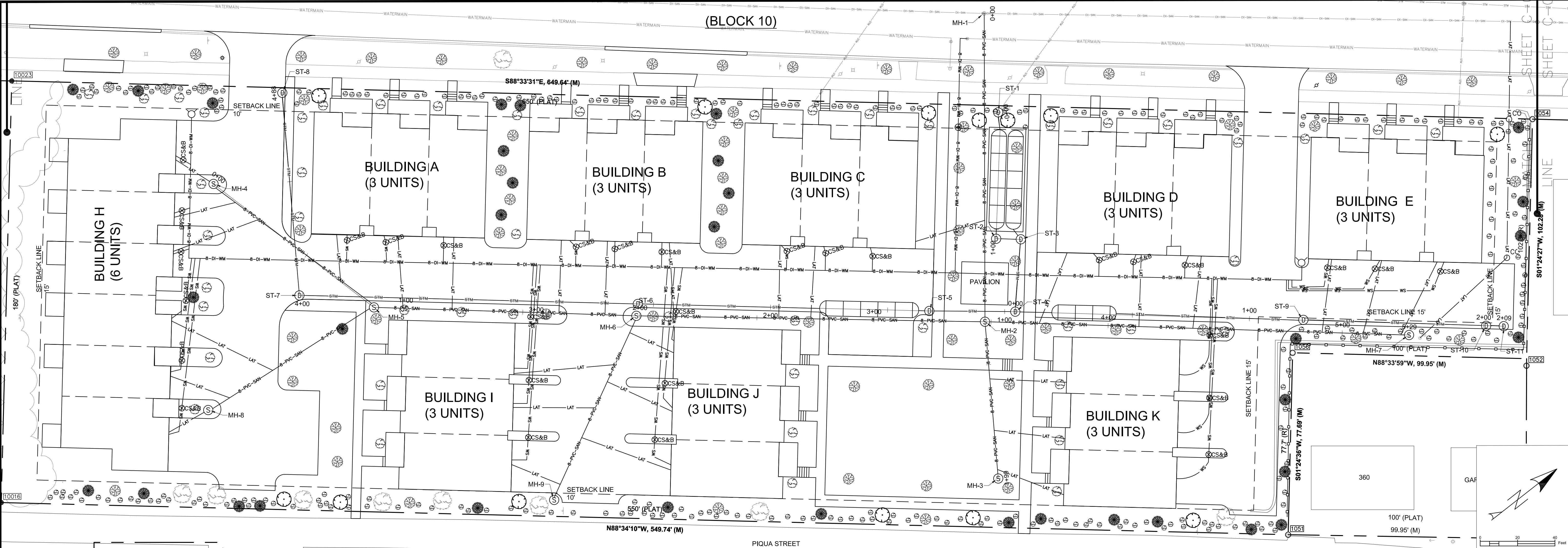
PHASE 1 ELEVATION PROFILE VIEWS

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT

WICKWIRE
WICKWIRE, P.C.
715 Selden Road
Iron River, MI 49935
tel 906-265-9865
wickwiresolutions.com

Attention: 1" = 100'
If this scale bar does not measure 1" then drawing is not original scale.

ISSUE DATE	FOR	Designed By:
4/22/25	REVIEW	LBS
5/5/25	REVIEW	Checked By: BMS
		Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 14
		DWG. NO. C-05.1



NOTE:
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ALL PROPOSED WATER AND SEWER CONSTRUCTION SHALL CONFORM TO CURRENT EDITION OF THE TEN STATES STANDARDS.
ALL WATER AND SEWER UTILITIES OUTSIDE OF THE CITY RIGHT OF WAYS OR EASEMENTS ARE PRIVATELY OWNED AND MAINTAINED.



PHASE 1 UTILITY PROFILE VIEWS

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT

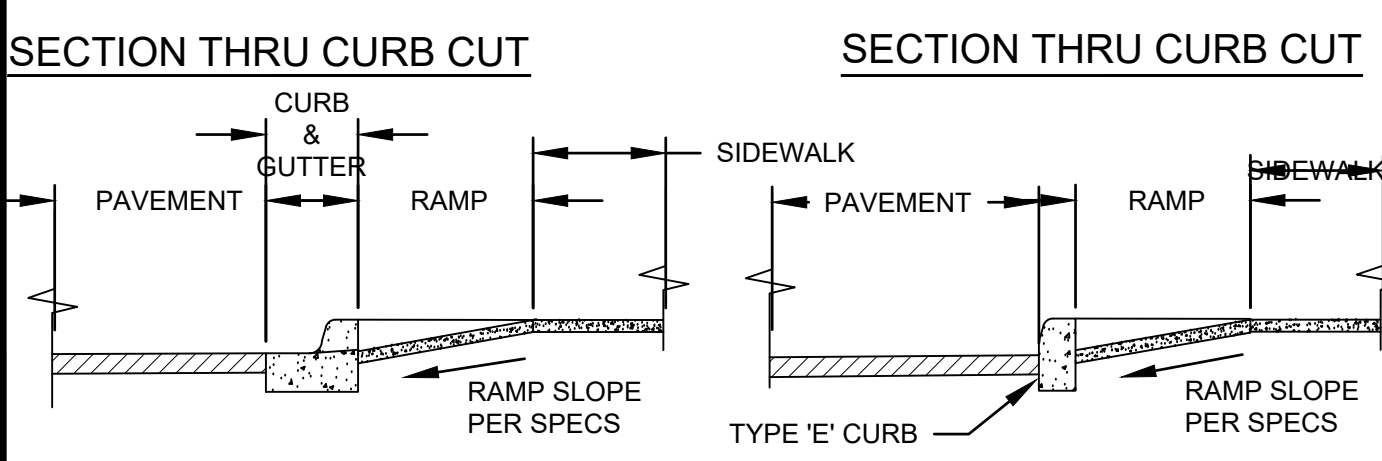
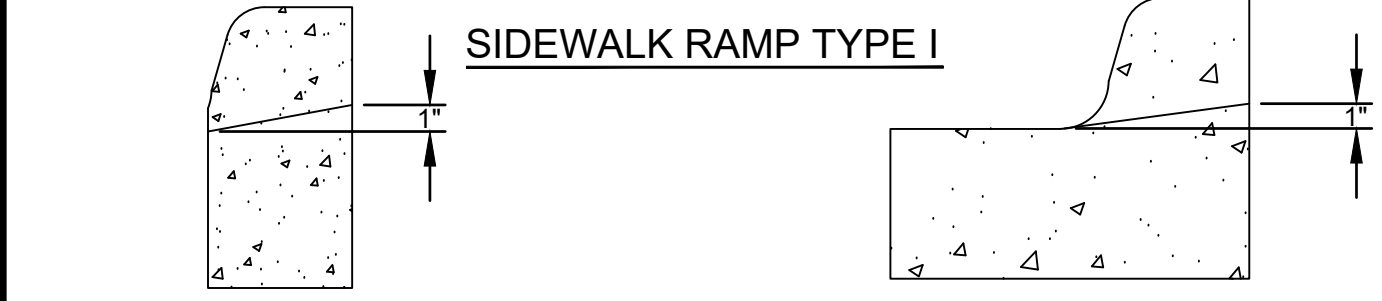
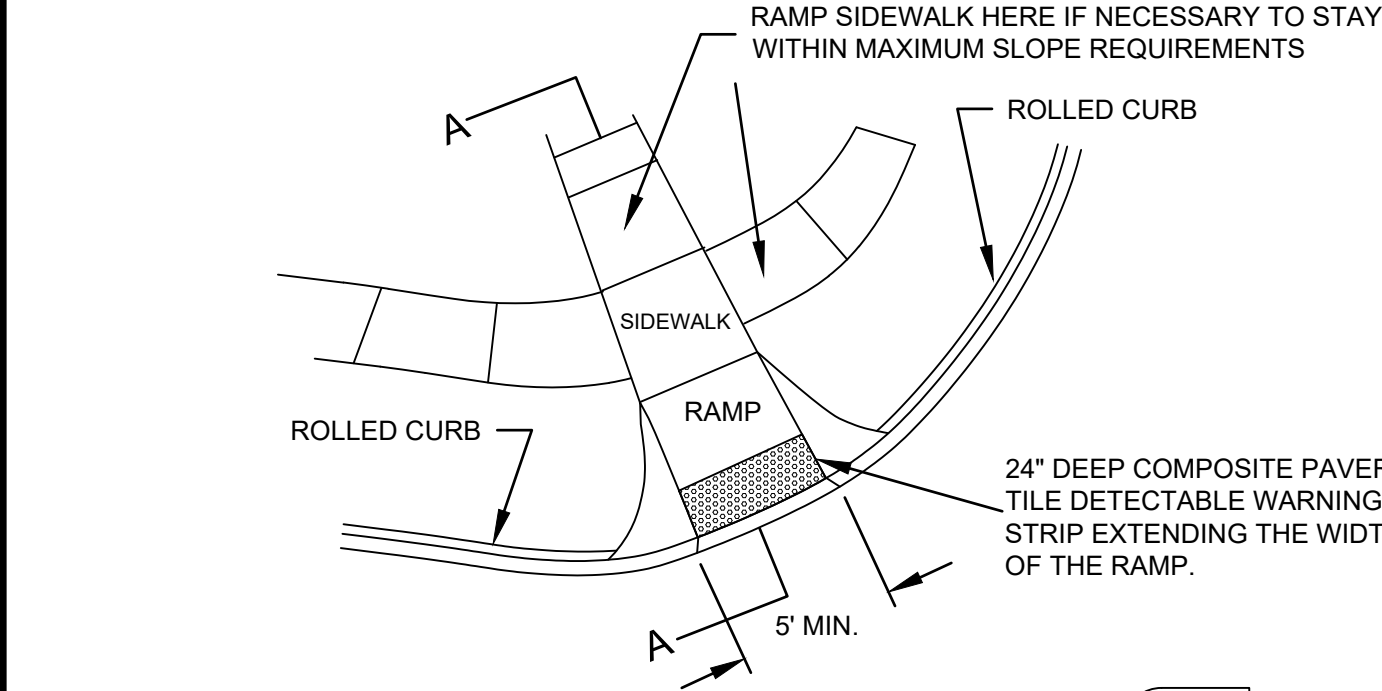


WICKWIRE, P.C.
715 Selden Road
Iron River, MI 49935
tel 906-265-9865
wickwiresolutions.com

Attention: 1"

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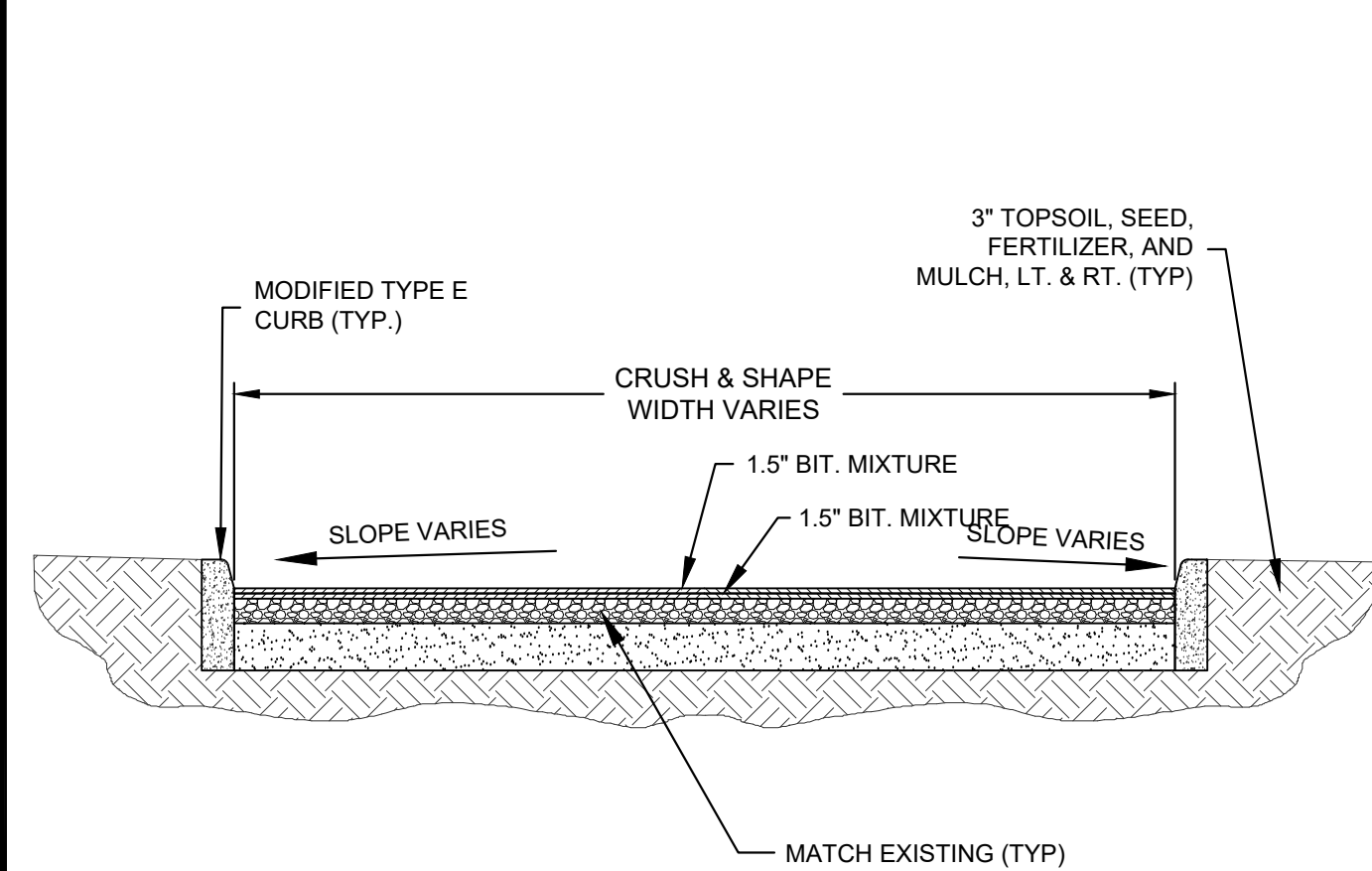
ISSUE DATE	FOR	Designed By:
4/22/25	REVIEW	LBS
5/5/25	REVIEW	Checked By: BMS
		Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 15
		DWG. NO. C-05.2



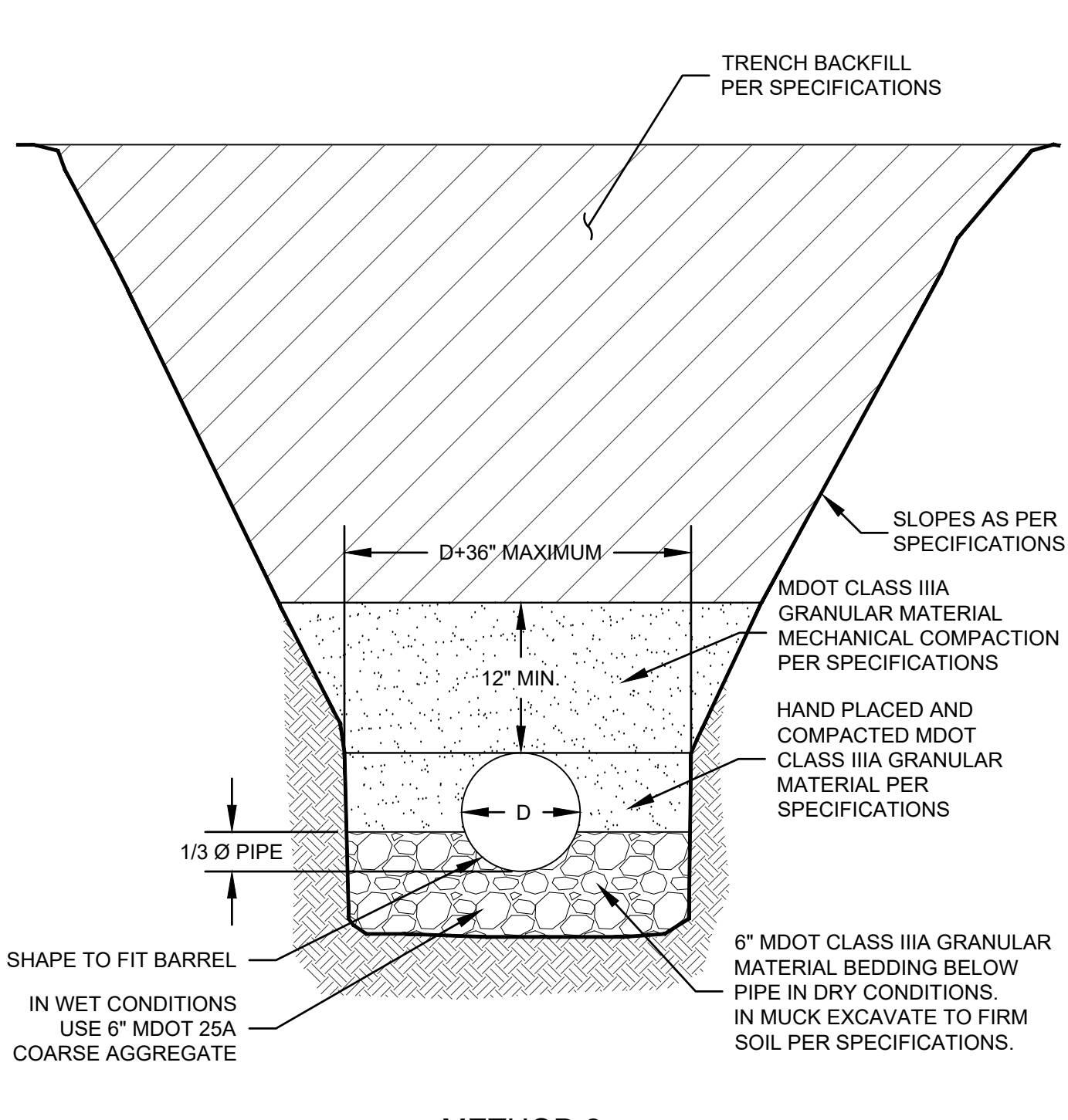
03-021 TYPICAL SIDEWALK RAMP DETAILS
NO SCALE

- NOTES:
1. CONCRETE SIDEWALK RAMP SHALL BE SAWCUT TO FULL DEPTH TO A NEAT AND TRIM LINE PRIOR TO REPLACEMENT.
 2. CONCRETE SIDEWALK RAMP SHALL BE CONSTRUCTED IN ACCORDANCE WITH MDOT STANDARD PLAN R-28-G, OR THE LATEST REVISION THEREOF.
 3. ANY EXISTING CONCRETE SIDEWALK RAMP WHICH BECOMES UNDERCUT DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED.

- PARKING LOT RECONSTRUCTION REQUIREMENTS:
1. TYPICAL CROSS SECTIONS ARE SHOWN FOR REFERENCE PURPOSES, AND REPRESENT REQUIREMENTS FOR PARKING LOT REPAIR OR CONSTRUCTION.
 2. THE SLOPE OF THE PROPOSED CROSS SECTION CARRIES. SEE GRADING PLAN FOR DETAILS.

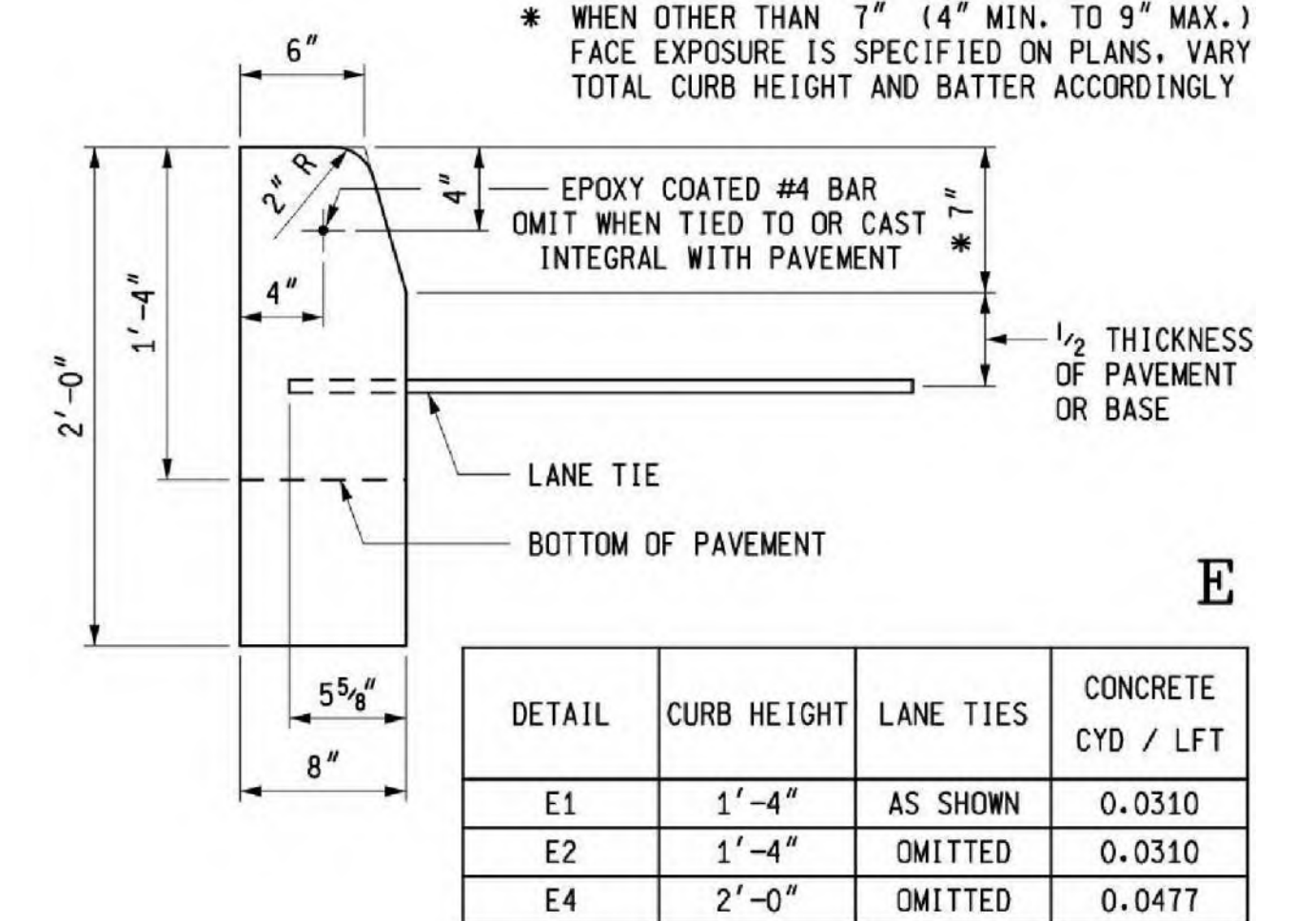


02-050 TYPICAL PAVED PARKING LOT SECTION
NO SCALE

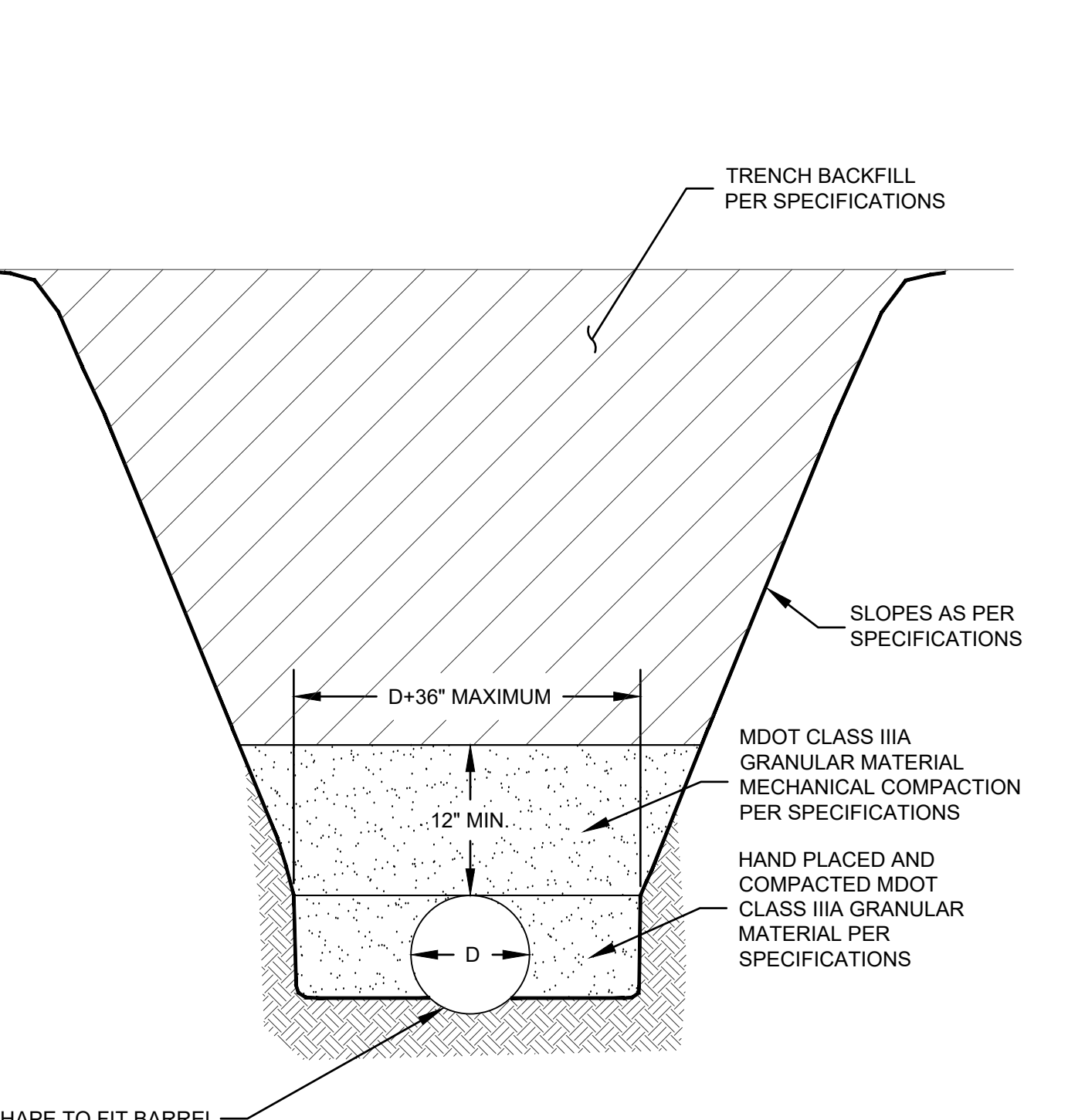


02-192 PIPE BEDDING DETAIL
NO SCALE

- NOTES:
1. THE BACKFILL MATERIALS AND METHODS SHALL CONFORM TO THE SPECIFICATIONS.
 2. CONTRACTOR SHALL INSTALL NON-WOVEN 8 OZ/SYD GEOTEXTILE FABRIC ABOVE MDOT 25A STONE FOR ENTIRE TRENCH WIDTH AND LENGTH OF STONE BEDDING WHEREVER UTILIZED. GEOTEXTILE FABRIC JOINTS SHALL OVERLAP A MINIMUM OF 2.0 FEET.
- NOTES:
1. WHEN OTHER THAN 7" (4" MIN. TO 9" MAX.) FACE EXPOSURE IS SPECIFIED ON PLANS. VARY TOTAL CURB HEIGHT AND BATTER ACCORDINGLY.
 2. CURB MAY BE POURED MONOLITHICALLY WHEN ADJACENT TO CONCRETE SIDEWALK.



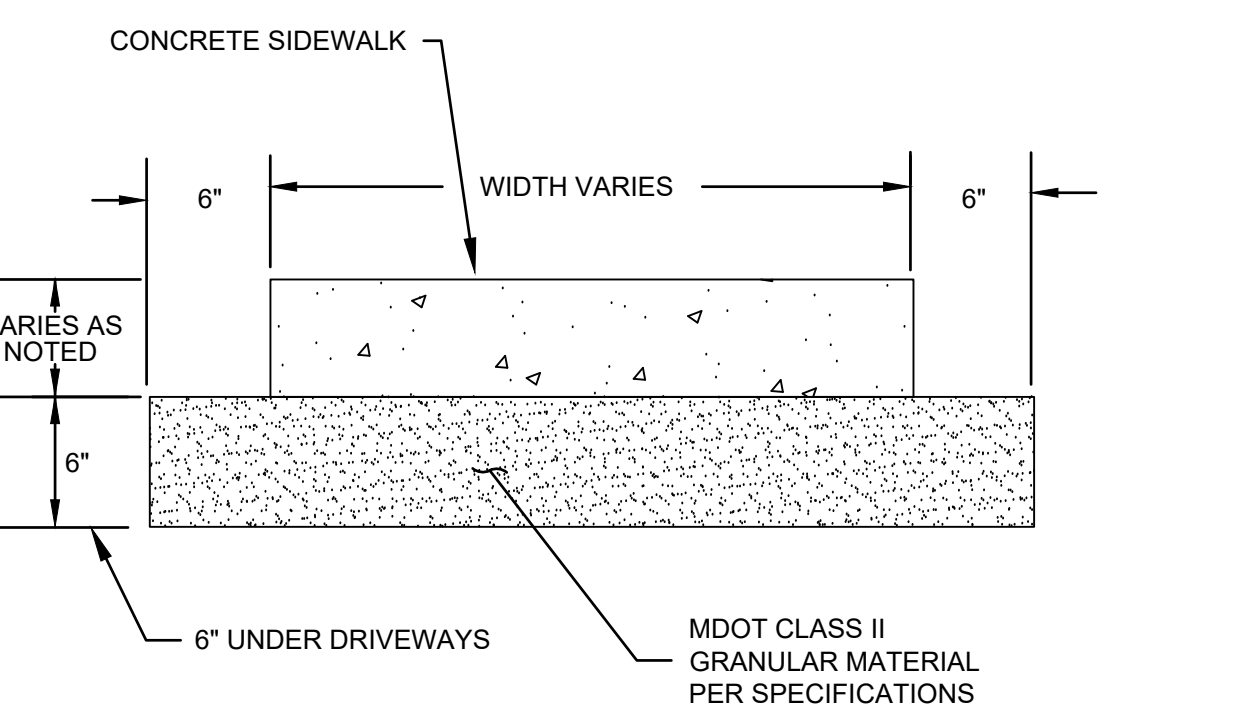
03-046 MDOT TYPE E CURB DETAIL
NO SCALE



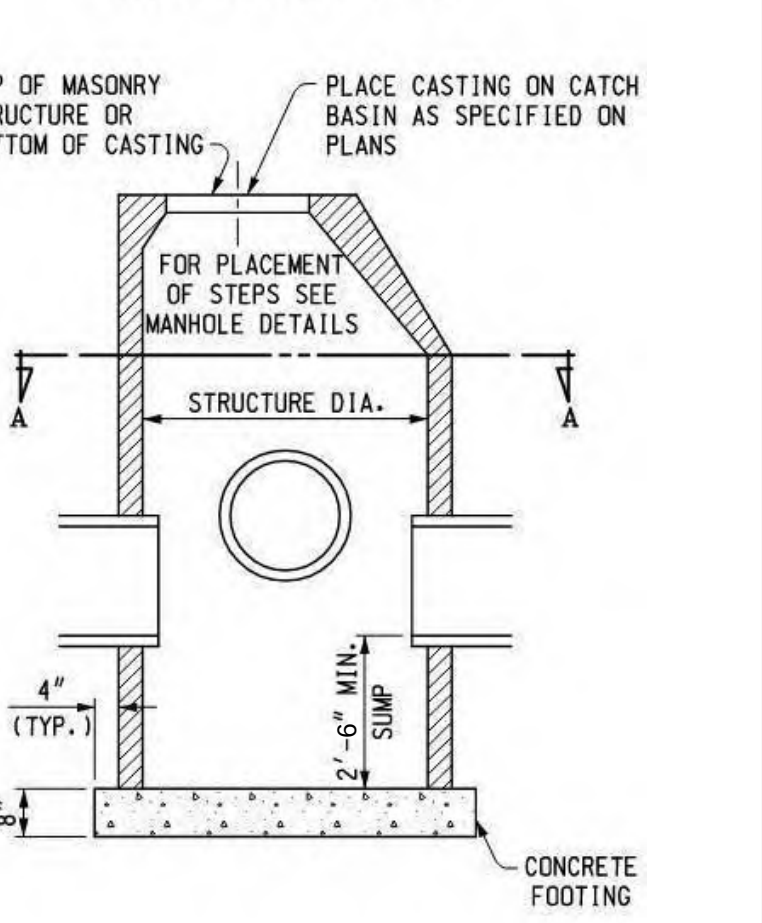
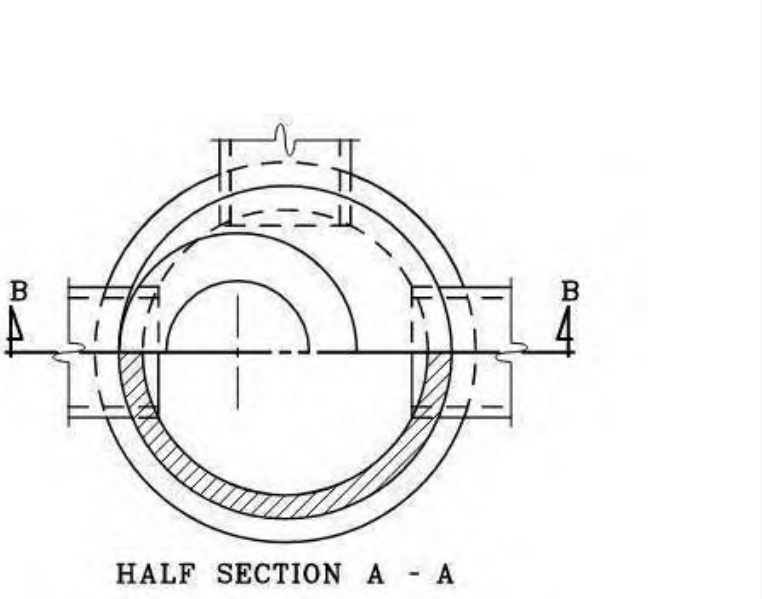
02-190 PIPE BEDDING DETAIL
NO SCALE

- NOTES:
1. THE BACKFILL MATERIALS AND METHODS SHALL CONFORM TO THE SPECIFICATIONS.

- NOTES:
1. CONCRETE SIDEWALK SHALL BE SAWCUT FULL DEPTH TO A NEAT AND TRIM LINE PRIOR TO REPLACEMENT.
 2. CONCRETE SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH MDOT STANDARD PLAN R-29-J OR THE LATEST VERSION THEREOF.
 3. ANY EXISTING SIDEWALK WHICH BECOMES UNDERCUT DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED.
 4. CONCRETE SIDEWALK SHALL BE 4" FOR PEDESTRIAN TRAFFIC AND 6" FOR VEHICULAR TRAFFIC. PROVIDE CONTROL JOINTS IN ACCORDANCE WITH MDOT STANDARD PLAN R-29-H.
 5. NO REINFORCEMENT SHALL BE USED IN CONCRETE SIDEWALK.
 6. CROSS SLOPES SHALL NOT EXCEED 2% SLOPE.



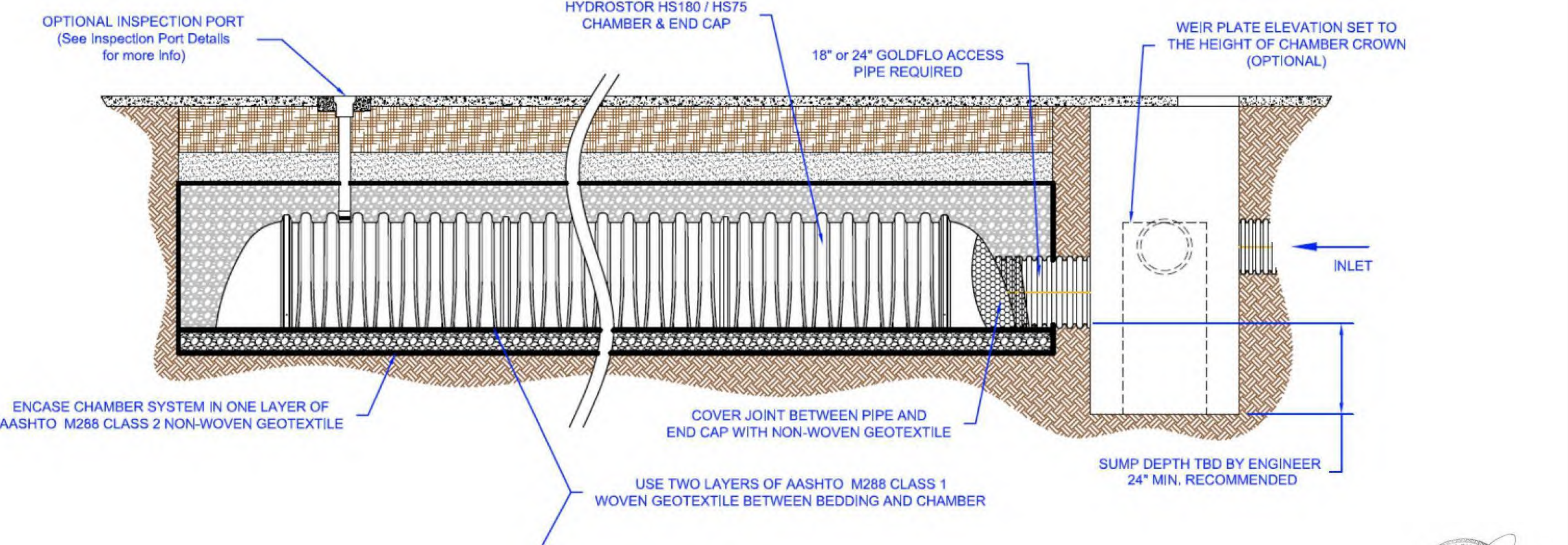
03-022 CONCRETE SIDEWALK
NO SCALE



CATCH BASIN DETAIL
NO SCALE

- NOTES:
- STRUCTURE COVER SHALL BE ROUND STORM CAST IRON.

STORMWATER STORAGE
HYDROSTRO CHAMBERS MODEL HS180 = CF
NO WEIR NEED. CONTROL IS WITH A 4" PVC OUTLET.



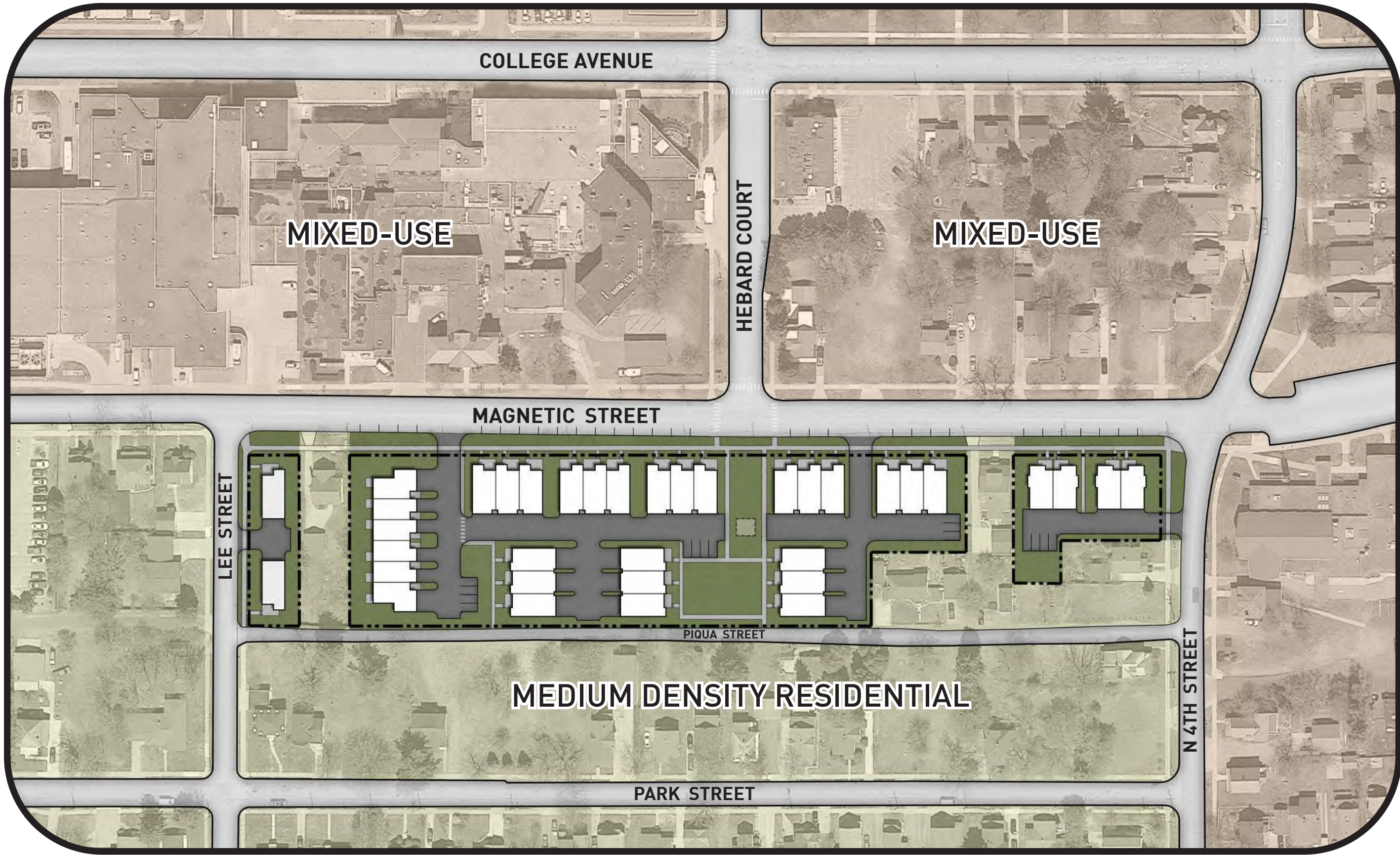
DETAILS

MARQUETTE GENERAL HOSPITAL SITE
RE-DEVELOPMENT

WICKWIRE
WICKWIRE, P.C.
715 Selden Road
Iron River, MI 49935
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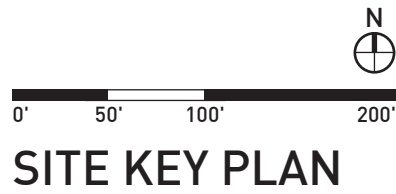
ISSUE DATE	FOR	Designed By:
4/22/25	REVIEW	LBS
5/5/25	REVIEW	Checked By: BMS
		Drawn By: LBS
		Approved By: BMS
		PROJECT # 24042
		SHEET NO. 16
		DWG. NO. D-1



UNIT BREAKDOWN					
UNIT TYPE	# of BEDROOMS	# of BATHS	UNIT FOOTPRINT (sf)	TOTAL UNIT AREA (gsf)	TOTAL UNITS
1	3	2.5	1170	1540	17
2	3	2.5	1120	1560	9
3	3	2.5	950	1510	6
4	2 / 3	2.5	1120	1520	4
					36

* Garage area not included in total unit area

PROJECT BREAKDOWN						
BUILDING	# of UNITS	UNIT TYPE	STORIES	BUILDING HEIGHT	BUILDING FOOTPRINT (gsf)	BUILDING AREA (gsf)
A	3	1	2	22'-8"	3600	6240
B	3	1	2	22'-8"	3600	6240
C	3	1	2	22'-8"	3600	6240
D	3	1	2	22'-8"	3600	6240
E	3	1	2	22'-8"	3600	6240
F	2	4	2	22'-8"	2250	4190
G	2	4	2	22'-8"	2250	4190
H	6	3	2	21'-4"	6170	11610
I	3	2	2	22'-8"	3370	6290
J	3	2	2	22'-8"	3370	6290
K	3	2	2	22'-8"	3370	6290
L	1	1	2	22'-8"	1180	2080
M	1	1	2	22'-8"	1180	2080
TOTAL	36	-	-	-	41140	74220



SITE KEY PLAN



ARCHITECTURAL SITE PLAN

SHEET NO: AS-101

PRELIMINARY PUD 02 MAY 2025

DEVELOPER/OWNER: Veridea Group

APPLICANT: Veridea Group

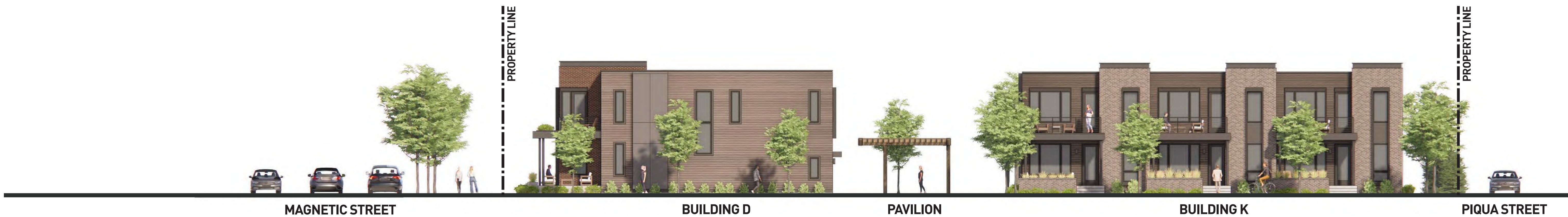
PREPARED BY: Integrated Architecture

PROJECT NO: 20240907

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N-S SITE SECTION 1



N-S SITE SECTION 2



E-W SITE SECTION 3

NOTE: Site sections intended to show building and site relationships, reference civil drawings for proposed grading

0' 4' 8' 16'

SITE SECTIONS

SHEET NO: **AS-102**

PRELIMINARY PUD 02 MAY 2025

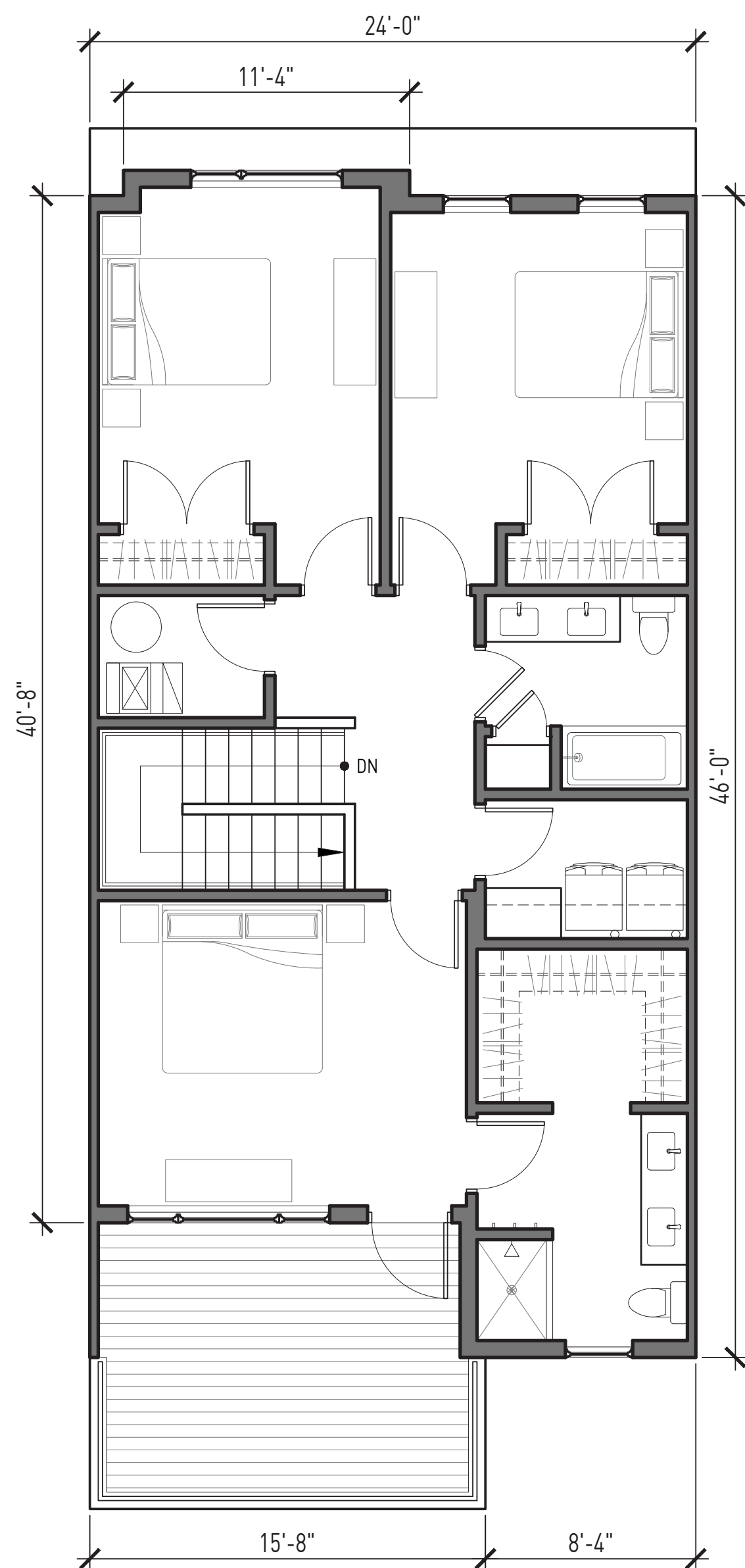
DEVELOPER/OWNER: Veridea Group

APPLICANT: Veridea Group

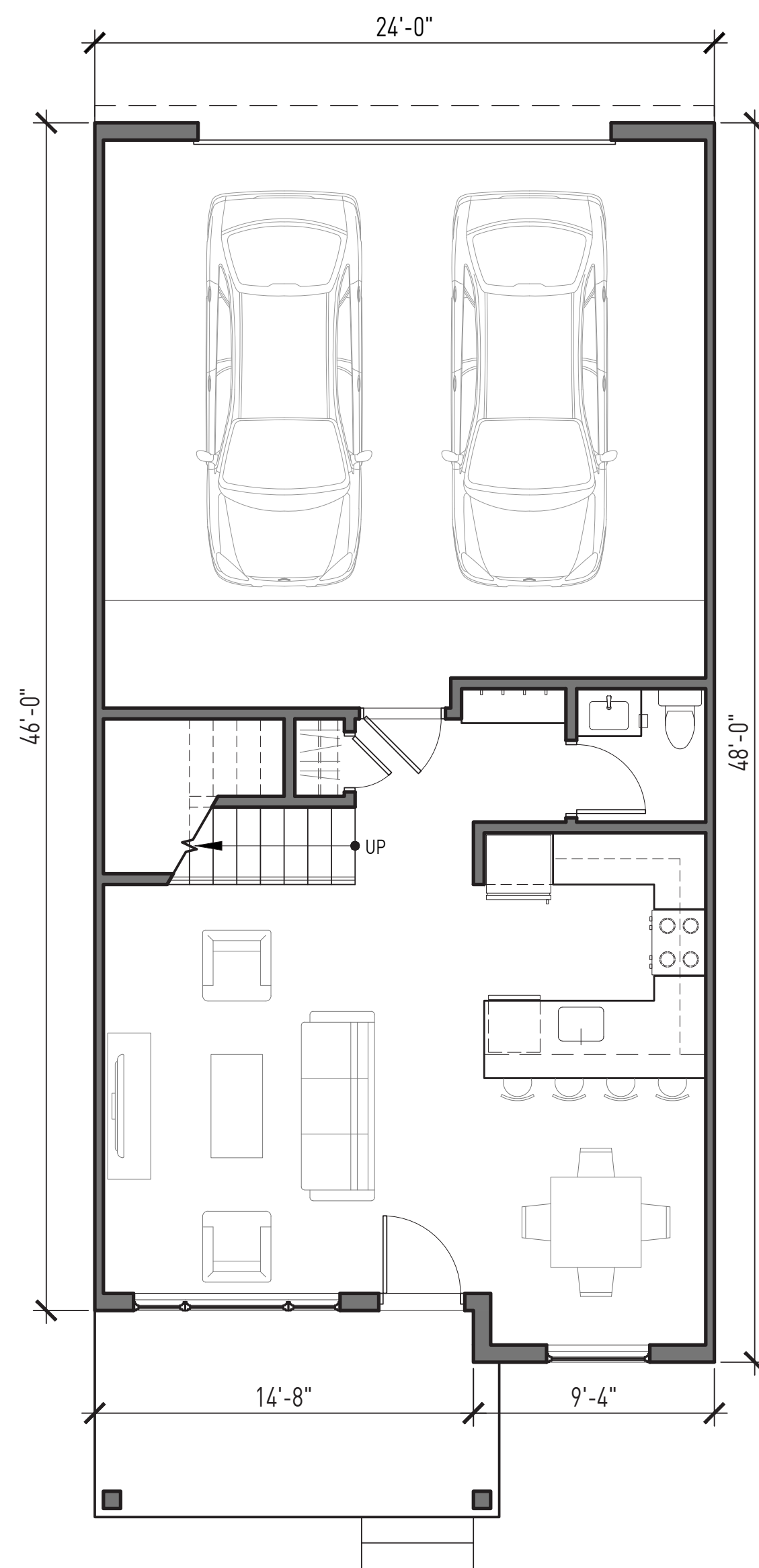
PREPARED BY: Integrated Architecture

PROJECT NO: 20240907

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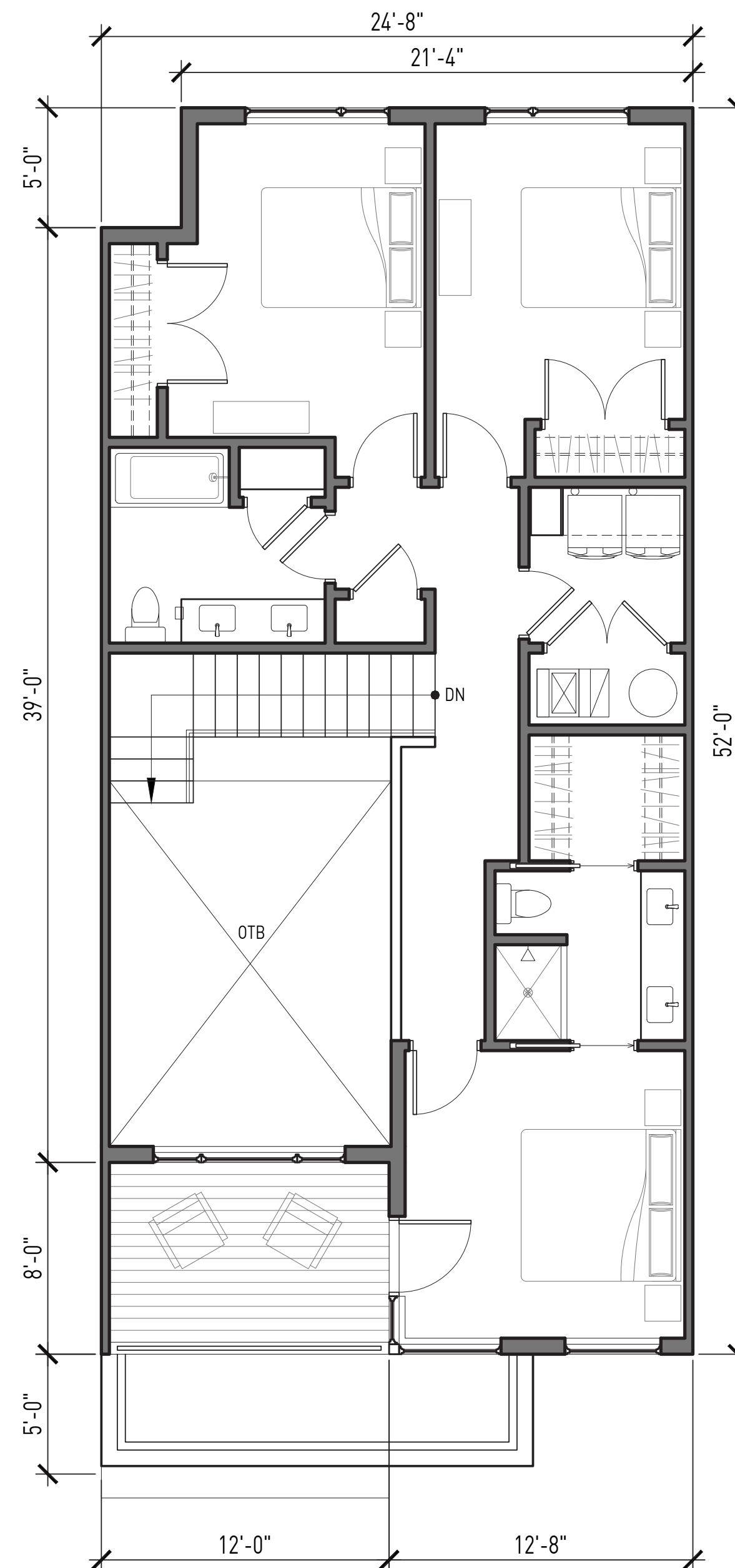
2ND FLOOR PLAN (970 GSF)



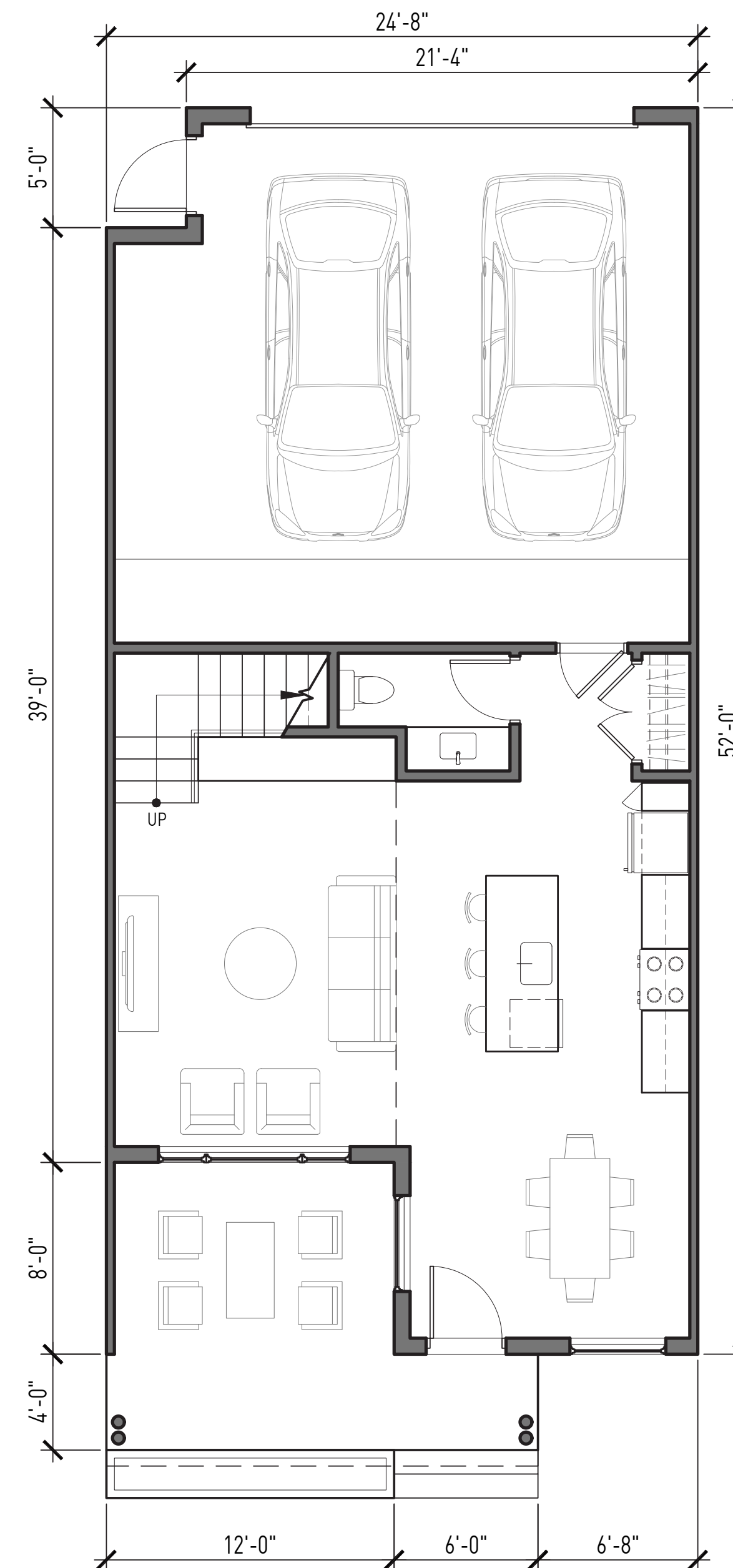
1ST FLOOR PLAN (590 GSF)

TOWNHOUSE - TYPE 2

- 3-BEDROOM UNIT
- 2-STORY
- TOTAL AREA: 1,560 GSF



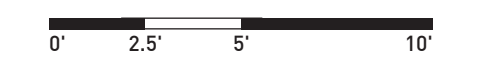
2ND FLOOR PLAN (905 GSF)



1ST FLOOR PLAN (635 GSF)

TOWNHOUSE - TYPE 1

- 3-BEDROOM UNIT
- 2-STORY
- TOTAL AREA: 1,540 GSF



UNIT FLOOR PLANS

SHEET NO: **A-101**

PRELIMINARY PUD 02 MAY 2025

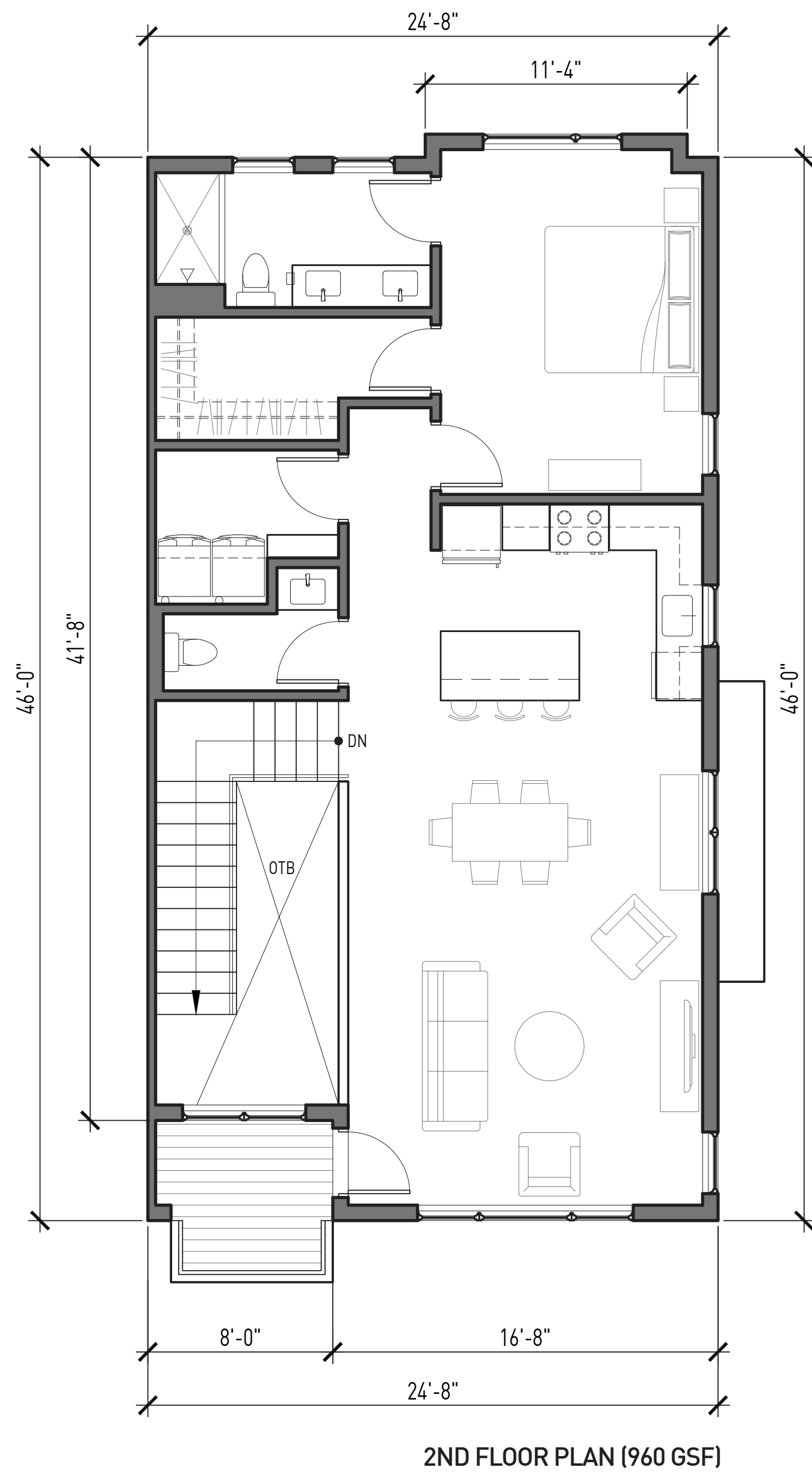
DEVELOPER/OWNER: Veridea Group

APPLICANT: Veridea Group

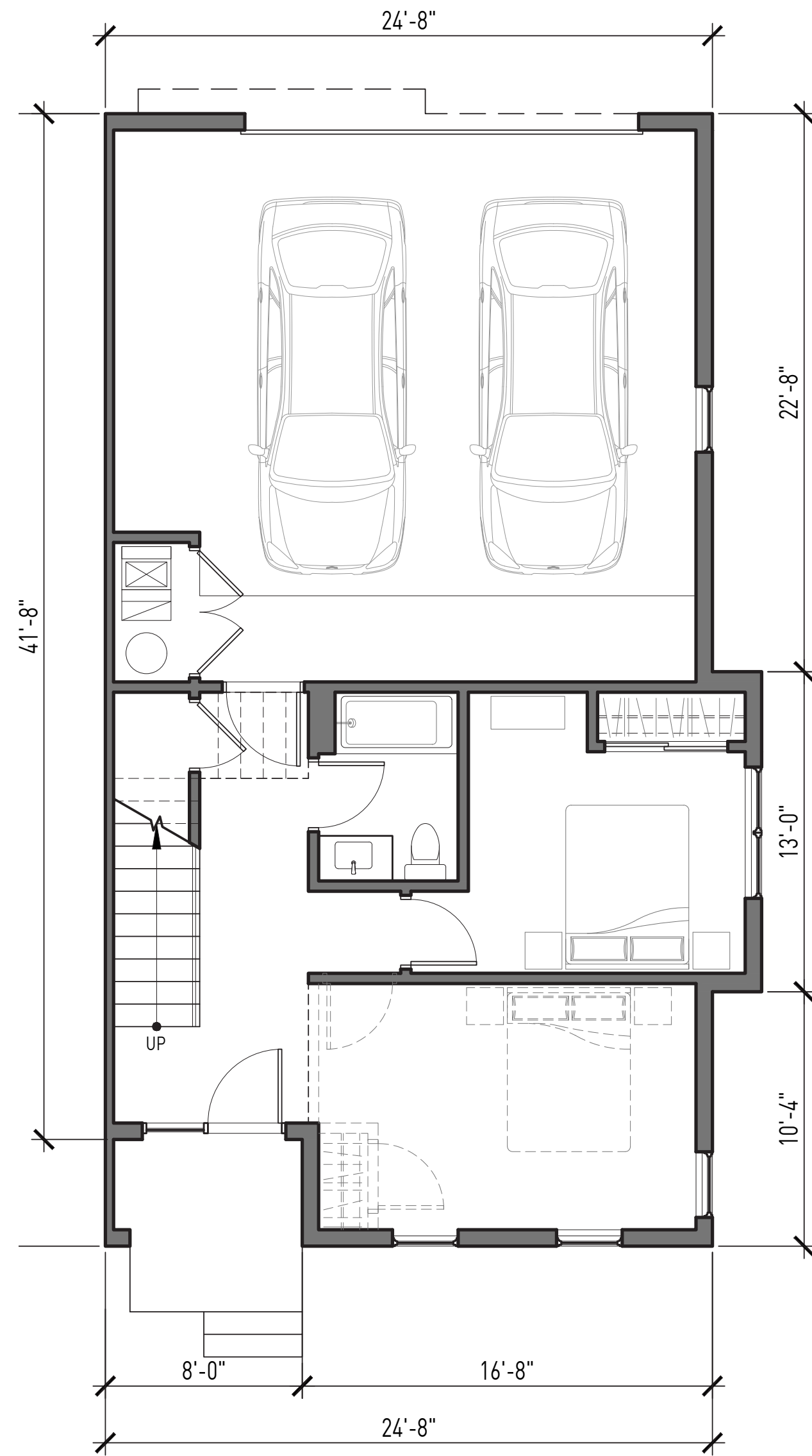
PREPARED BY: Integrated Architecture

PROJECT NO: 20240907

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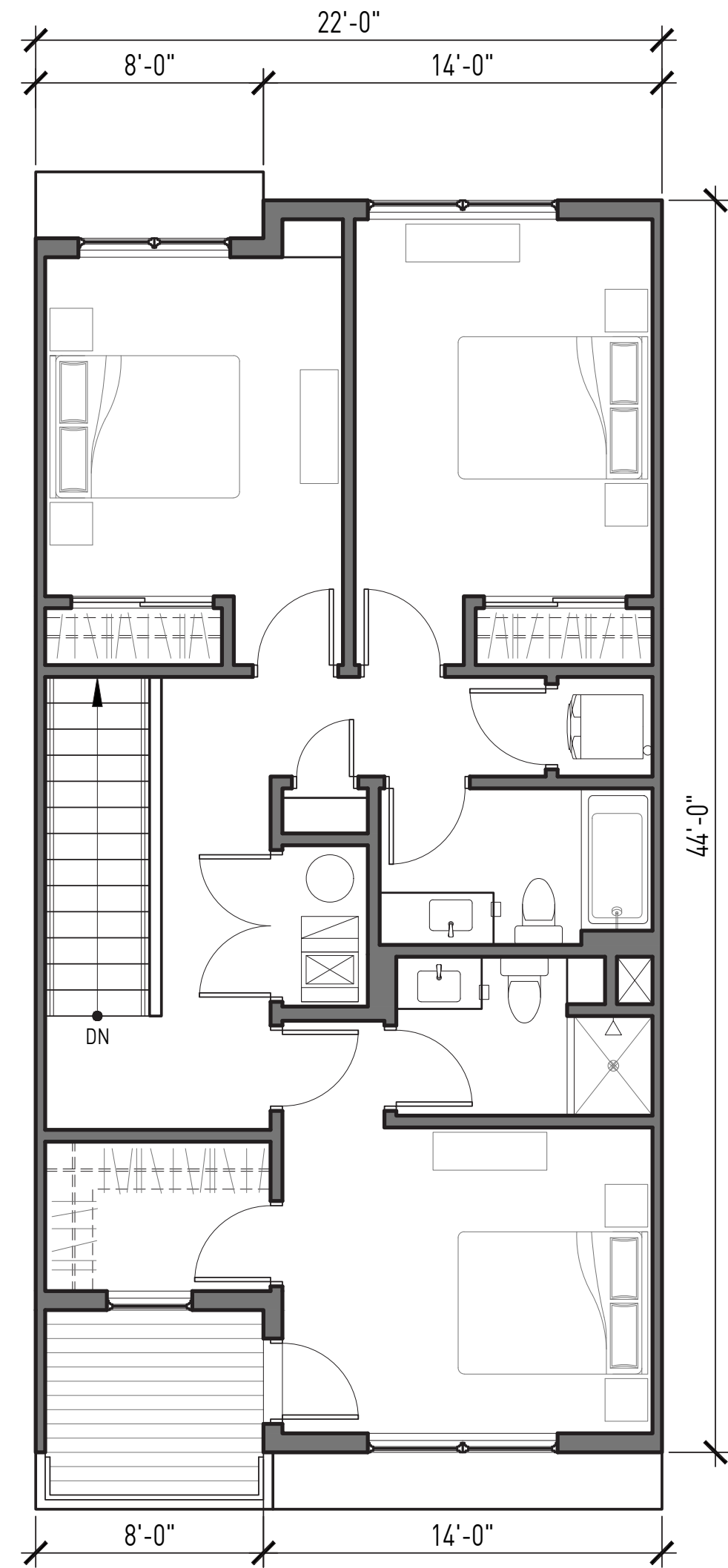
2ND FLOOR PLAN (960 GSF)



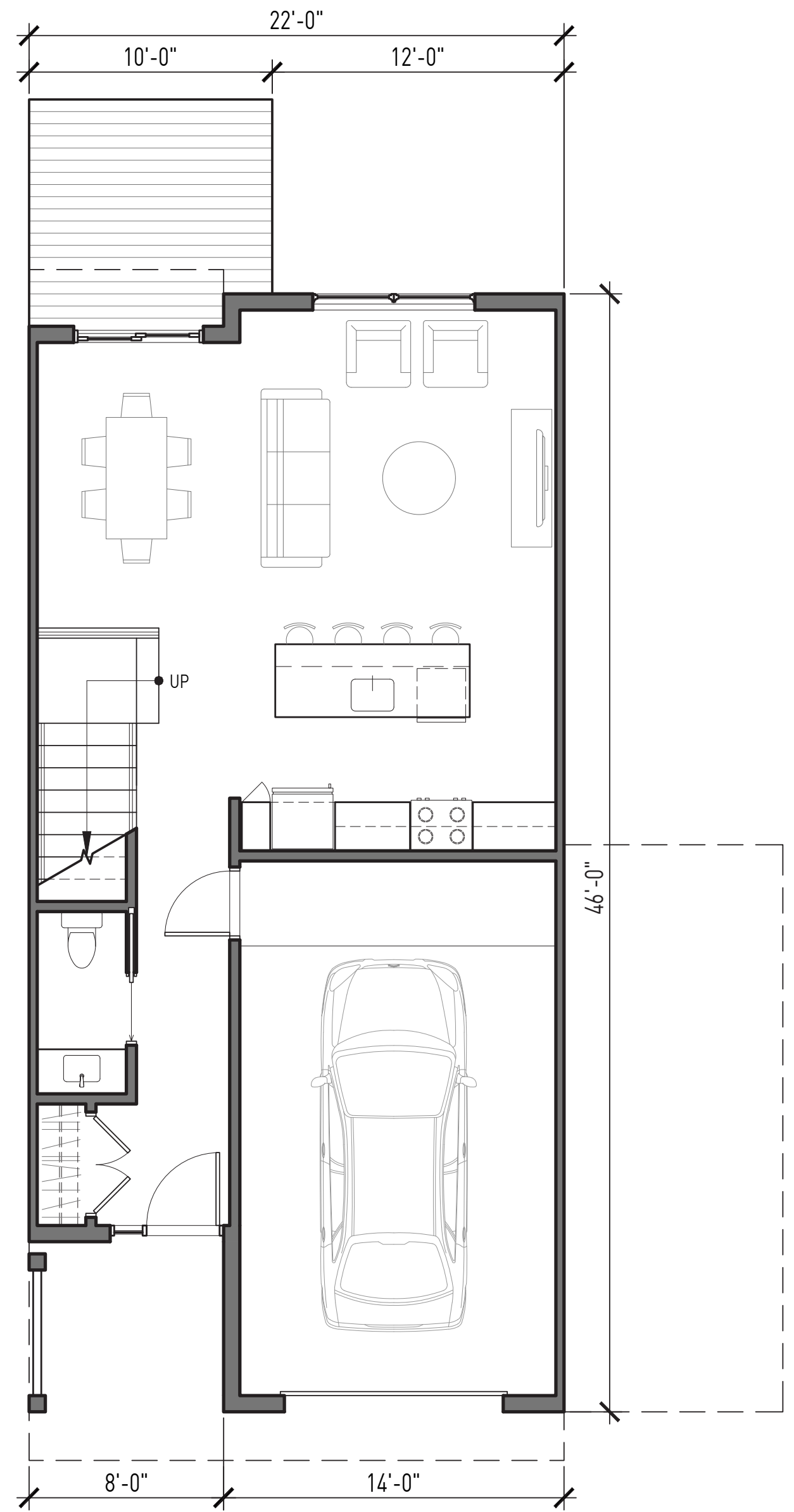
1ST FLOOR PLAN (560 GSF)

TOWNHOUSE - TYPE 4

- 2/3-BEDROOM UNIT
- 2-STORY
- TOTAL AREA: 1,520 GSF



2ND FLOOR PLAN (870 GSF)



1ST FLOOR PLAN (640 GSF)

TOWNHOUSE - TYPE 3

- 3-BEDROOM UNIT
- 2-STORY
- TOTAL AREA: 1,510 GSF



UNIT FLOOR PLANS

SHEET NO: **A-102**

PRELIMINARY PUD 02 MAY 2025

DEVELOPER/OWNER: Veridea Group

APPLICANT: Veridea Group

PREPARED BY: Integrated Architecture

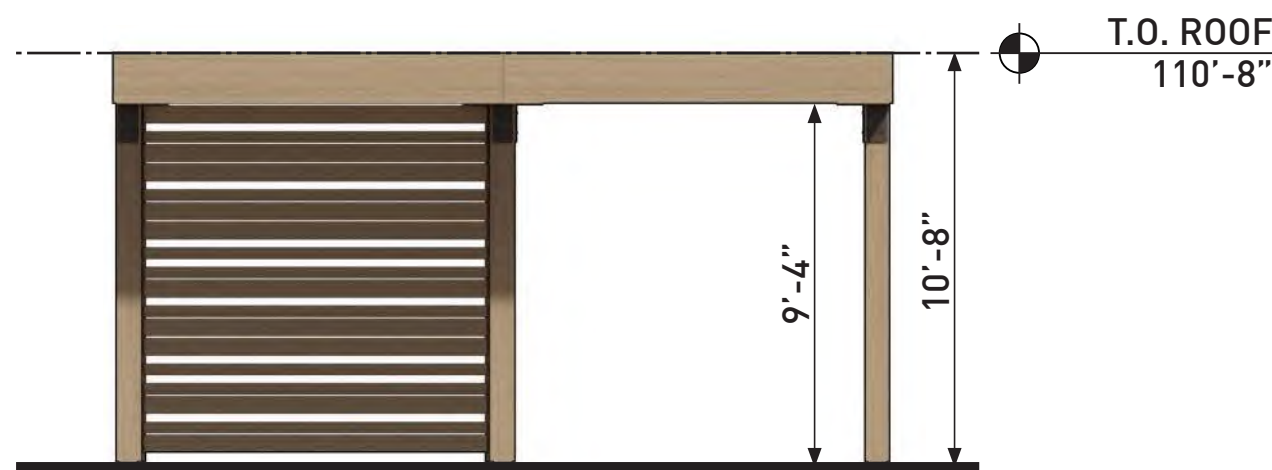
PROJECT NO: 20240907



BUILDING H - FRONT ELEVATION



PAVILION - PERSPECTIVE



PAVILION - FRONT ELEVATION



BUILDING I - FRONT ELEVATION
(J & K SIMILAR)



BUILDING F - FRONT ELEVATION
(BLDG G SIMILAR)



BUILDING A - FRONT ELEVATION
(B,C,D,E,L & M SIMILAR)



BUILDING ELEVATIONS

SHEET NO: A-501

PRELIMINARY PUD 02 MAY 2025

DEVELOPER/OWNER: Veridea Group

APPLICANT: Veridea Group

PREPARED BY: Integrated Architecture

PROJECT NO: 20240907

NOTE: FINAL MATERIAL COLOR SELECTIONS TO BE DETERMINED

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- PRE-FINISHED METAL COPING
- MODULAR BRICK, RUNNING BOND
- TYPICAL, PRE-FINISHED LAP SIDING
- PRE-FINISHED METAL SHADOWBOX
- TYPICAL, RESIDENTIAL WINDOW SYSTEM
- GREEN ROOF PLANTER W/
METAL GUARDRAIL BEHIND
- WALL SCONCE LIGHT FIXTURE
- PRE-FINISHED METAL
COLUMNS & CANOPY
- CAST-IN-PLACE CONCRETE
PORCH AND PLANTER



CONCEPT RENDERINGS |
ARCHITECTURAL DETAILS

SHEET NO: **A-501**

PRELIMINARY PUD 02 MAY 2025

DEVELOPER/OWNER: Veridea Group

APPLICANT: Veridea Group

PREPARED BY: Integrated Architecture

PROJECT NO: 20240907

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PRE-FINISHED METAL GUARDRAIL

COMPOSITE WOOD
PORCH SOFFIT

MODULAR BRICK, RUNNING BOND

TYPICAL, RESIDENTIAL WINDOW SYSTEM

PRE-FINISHED METAL SHADOWBOX

TYPICAL, PRE-FINISHED LAP SIDING

PRE-FINISHED METAL
RESIDENTIAL GARAGE DOORS

PRE-FINISHED METAL
COLUMNS & CANOPY

MODULAR BRICK PLANTER &
CAST-IN-PLACE CONCRETE PORCH



CONCEPT RENDERINGS |
ARCHITECTURAL DETAILS

SHEET NO: **A-502**

PRELIMINARY PUD 02 MAY 2025

DEVELOPER/OWNER: Veridea Group

APPLICANT: Veridea Group

PREPARED BY: Integrated Architecture

PROJECT NO: 20240907

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LOTS 60 THRU 72, LOTS 97 THRU 120, LOTS 150 THRU 153 AND LOTS 160 THRU 163 OF THE COLLEGE HEIGHTS SUBDIVISION, LOTS 1 THRU 3, PART OF LOTS 4, 5, 7, 8 AND 9, LOTS 68 THRU 90, LOTS 92 THRU 99, ALL OF EXCLUDED LOTS "B" AND "C" AND PART OF EXCLUDED LOT "D" OF THE NORMAL ADDITION TO THE CITY OF MARQUETTE, PART OF VACATED LEE STREET, SECTION 14, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

SHEET 3 OF 7



SHEET 5 OF 7



A circular professional seal for the State of Michigan. The outer ring contains the text "STATE OF MICHIGAN" at the top and "LICENSED PROFESSIONAL SURVEYOR" at the bottom, separated by two stars. The center of the seal contains the name "STACEY JAMES BLUSE" and the license number "License No. 4001050429".

PART OF THE COLLEGE HEIGHTS SUBDIVISION AND
THE NORMAL ADDITION TO THE CITY OF MARQUETTE

DESIGNED:
DRAWN: SJB
CHECKED: SDK
APPROVED: SDK

OF 7

ALTA/NSPS LAND TITLE SURVEY

LOTS 60 THRU 72, LOTS 97 THRU 120, LOTS 150 THRU 153 AND LOTS 160 THRU 163 OF THE COLLEGE HEIGHTS SUBDIVISION, LOTS 1 THRU 3, PART OF LOTS 4, 5, 7, 8 AND 9, LOTS 68 THRU 90, LOTS 92 THRU 99, ALL OF EXCLUDED LOTS "B" AND "C" AND PART OF EXCLUDED LOT "D" OF THE NORMAL ADDITION TO THE CITY OF MARQUETTE, PART OF VACATED LEE STREET, SECTION 14, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN

SCHEDULE C - LEGAL DESCRIPTION

Land in the City of Marquette, Marquette County, MI, described as follows:

- Parcel 4:**
The South 45 feet of the North 90 feet of Lots 8 and 9 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.
- Parcel 5:**
The North 45 feet of Lots 8 and 9 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.
- Parcel 6:**
The West 1/2 of Lot 119, and Entire Lot 120, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 8:**
A parcel of land in the Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4) of Section 14, Township 48 North, Range 25 West, of the Normal Addition to the City of Marquette, County of Marquette and State of Michigan, described as:
That portion of excluded Lot D beginning at the Southeast corner of West College Avenue and Hebard Court; Thence East 150 feet; Thence South 150 feet; Thence West 150 feet; Thence North 150 feet to the point of beginning, and Also having been described as follows:
That part of that piece of land designated as Parcel D of the Plat of the Normal Addition to the said City of Marquette and more particularly described as follows: Commencing at a point on the South line of College Avenue (formerly Specular Street) 350 feet West of the Southwest corner of the intersection of Presque Isle Avenue and College Avenue; Thence South 150 feet; Thence West parallel with College Avenue 50 feet; Thence North 150 feet to the South line of College Avenue; Thence East along the South line of College Avenue 50 feet to the point of beginning.
- And, that part of that piece of land designated as Parcel D on the Plat of the Normal Addition to the City of Marquette, more particularly described as: Commencing at the Southeast corner of the intersection of Specular Street and Hebard Court, running thence East on the South line of Specular Street 100 feet; Thence South parallel with the East line of Hebard Court 150 feet; thence West parallel with Specular Street 100 feet to the East line of Hebard Court; Thence North on the East line of Hebard court 150 feet to the place of beginning.
- Parcel 9:**
Lot 61 through 70, inclusive and the East 1/2 of Lot 71, Also Lots 106 through 111, inclusive including vacated Lee Street lying adjacent to Lots 61, 108 and 109, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 10:**
Lot 105, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 11:**
Lot 104, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 12:**
Lot 103, of College Heights, as recorded in Liber 5 of Plats Page 4, Marquette County Records.
- Parcel 13:**
Lot 102, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 14:**
Lots 97 through 101, inclusive, of College Heights, as recorded in Liber 5 of Plats, Page 4 Marquette County Records.
- Parcel 15:**
The West 1/2 of Lot 71, and Entire Lot 72, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 16:**
The North 135 feet of Lot 7 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.
- Parcel 18:**
The North 102.3 feet of Lot 5 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.
- Parcel 20:**
The North 102.3 feet of Lot 4 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.
- Parcel 22:**
Lot 3 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.
- Parcel 24:**
Lot 2 of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.
- Parcel 26:**
Lot 1, Excluded Lot B, Lots 68 through 81, inclusive, including adjacent vacated Lee Street, Excluded Lot C, Lots 82 through 89, inclusive, including adjacent vacated Lee Street, and Lots 92 through 99, inclusive, of Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records, also being premises situated in Section 14, Township 48 North, Range 25 West.
- Parcel 27:**
Lot 90 Normal Addition to the City of Marquette, as recorded in Liber 4 of Plats, Page 28, Marquette County Records.
- Parcel 29:**
Lot 112, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 30:**
Lot 113, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 31:**
Lots 153 and 160, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 32:**
Lots 152 and 161, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 33:**
Lot 162, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 34:**
Lot 151, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 35:**
Lots 150 and 163, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 37:**
Lot 114, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 38:**
Lot 115, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 39:**
Lot 116, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 41:**
Lot 117 and the East 12.5 feet of Lot 118, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 42:**
The West 37.5 feet of Lot 118, and the East 1/2 of Lot 119, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.
- Parcel 43:**
Lot 60, except the West 24 feet, including vacated street lying adjacent to said lot, of College Heights, as recorded in Liber 5 of Plats, Page 4, Marquette County Records.

SCHEDULE B, PART II - EXCEPTIONS

Issued through First American Title Insurance Company, Commitment Number NCS-1091568-NAS, Revision No.: 2 with an effective date of September 12, 2022, has been reviewed in conjunction with the preparation of this survey. Notes related to the review of this title policy, Schedule B, Part II Exceptions are as follows:

- 1-6. Intentionally Omitted.
7. Building and use restrictions and other terms covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 109, Page 605. (Affects Parcel 29) - **SHOWN ON PAGE 5 OF 7**
8. Building and use restrictions and other terms covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 115, Page 411. (Affects Parcel 39) - **SHOWN ON PAGE 5 OF 7**
9. Building and use restrictions and other terms covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 116, Page 43. (Affects Parcel 9) - **SHOWN ON PAGE 2 OF 7 AND PAGE 3 OF 7**
10. Building and use restrictions and other terms covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 146, Page 381. (Affects Parcel 35) - **SHOWN ON PAGE 4 OF 7**
11. Building and use restrictions and other terms covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 159, Page 9. (Affects Parcel 39) - **SHOWN ON PAGE 4 OF 7**
12. The terms, provisions and easement(s) contained in the document entitled "Conveyance of Right of Way" recorded November 2, 1993 as Liber 139 of Miscellaneous Records, Page 598. (Affects Parcel 34) - **SHOWN ON PAGE 4 OF 7**
13. The terms, provisions and easement(s) contained in the document entitled "Permanent Easement Agreement" recorded March 18, 1998 as Liber 153 of Miscellaneous Records, Page 489. (Affects Parcel 9) - **SHOWN ON PAGE 2 OF 7 AND PAGE 3 OF 7**
14. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement" recorded October 16, 1998 as Liber 155 of Miscellaneous Records, Page 582. - **NOT MAPPABLE**
15. The terms, provisions and easement(s) contained in the document entitled "Deed" recorded February 1, 1979 as Liber 330, Page 952. Affected by (Partial) Termination of Encumbrances dated August 30, 2012 and recorded September 6, 2012 in Instrument No. 2012R-10470 of Official Records. (Affects Parcel 9) - **SHOWN ON PAGE 2 OF 7 AND PAGE 3 OF 7**
16. The terms, provisions and easement(s) contained in the document entitled "Quit-Claim Deed" recorded September 16, 1980 as Liber 336, Page 376 of Official Records. (Affects Parcel 18) - **SHOWN ON PAGE 5 OF 7**
17. The terms, provisions and easement(s) contained in the document entitled "Temporary Easement Agreement" recorded September 14, 2005 as Instrument No. 2005R-11811 of Official Records. (Affects Parcels 9 through 14, 29 and 30, 37 and 38) - **SHOWN ON PAGE 3 OF 7 AND PAGE 5 OF 7**
18. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement" recorded December 22, 2015 as Instrument No. 2015R-12456 of Official Records. - **NOT PART OF THIS SURVEY**
- 19-23. Intentionally Omitted.
24. The terms and provisions contained in the document entitled "Notice of Option to Repurchase and Covenants Running with the Land" recorded as Liber 100, Page 415 of Official Records. (Affects Parcel 43)- **NOT MAPPABLE**
25. The terms, provisions and easement(s) contained in the document entitled "Warranty Deed" recorded as Liber 330, Page 952 of Official Records. (Affects Parcel 43) - **WARRANTY DEED REFERENCES COVENANTS SUBJECTING PARCEL, BUT DOES NOT SPECIFY WHAT THEY ARE - NOT MAPPABLE. WARRANTY DEED ALSO REFERENCES A NEGATIVE EASEMENT TO RESTRICT VEHICLE AND PEDESTRIAN ACCESS TO KAYE AVENUE FROM PARCEL - SHOWN ON PAGE 3 OF 7**
26. Lien(s) for any additional taxes which may become due as a result of a reassessment and retroactive adjustment of taxes. (Affects Parcel 43) - **NOT MAPPABLE**

SURVEY NOTES

1. Other commitment items not specified hereon may have been considered irrelevant to an ALTA/NSPS Land Title Survey and have not been reviewed in conjunction with preparation of this plat (i.e. Annexation Agreements, Leases, Mortgages, Liens, Special Assessments, Covenants, Trusts, Unspecified or Unrecorded Rights).
2. Utility locations derived from observed evidence during field survey, utility facilities mapping provided by utility company and a private underground utility locate performed by TriMedia on December 3, 2021.
3. (M) indicates TriMedia measured dimensions, (R) indicates record survey dimensions, (PLAT) indicates platted dimensions
4. **Note to the client, insurer, and lender – With regard to Table A, item 11, information from the utility company sources will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.**
5. Units: International Feet
6. Vertical Datum: NAVD88
7. Bearings based upon Michigan State Plane Coordinate System, North Zone (2111), NAD83/2011

SURVEYOR'S CERTIFICATE

ALTA / NSPS Land Title Survey

TO MSHDA, Cinnaire Title Services, and the Marquette Housing Commission:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 4 and 11(b) of Table A thereof. The field work was completed on December 7, 2021.

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

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

DATE: 10/18/2022

PREPARED BY

Trimedia Environmental & Engineering Services, LLC
830 West Washington St.
Marquette, MI 49855
(906)-228-5125
sbluse@trimediaee.com



TABLE A NOTES

1. Monumentation has been found or set at all corners of the property and are described in the Schedule of Property Monuments below
4. Gross land area for all parcels combined is 17,6000 acres.
- 11(b). Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by markings coordinated by the surveyor pursuant to a private utility locate request completed by Trimedia on December 03, 2021.

Note to the client, insurer, and lender – With regard to Table A, item 11, information from the utility company sources will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

SCHEDULE OF PROPERTY MONUMENTS (1000 - TYP)

1000 - SET 5/8" x 18" IRON W/CAP No. 4001050429, GROUTED 0.4' HIGH INTO CONCRETE RETAINING WALL
1001 - SET CAP No. 4001050429 ON FOUND 5/8" IRON
1002 - SET 5/8" x 18" IRON W/CAP No. 4001050429, GROUTED FLUSH INTO CONCRETE SIDEWALK
1004 - SET 5/8" x 18" IRON W/CAP No. 4001050429, 1.00' EAST OF PROPERTY CORNER POSITION
1005 - SET 5/8" x 18" IRON W/CAP No. 4001050429
1006 - SET 5/8" x 18" IRON W/CAP No. 4001050429
1007 - SET 5/8" x 18" IRON W/CAP No. 4001050429
1008 - SET 5/8" x 18" IRON W/CAP No. 4001050429, GROUTED FLUSH INTO CONCRETE
1009 - SET 5/8" x 18" IRON W/CAP No. 4001050429
1010 - SET 5/8" x 18" IRON W/CAP No. 4001050429, 3.00' SOUTH OF PROPERTY CORNER POSITION
1011 - SET 5/8" x 18" IRON W/CAP No. 4001050429, 1.00' EAST OF PROPERTY CORNER POSITION
1012 - SET 5/8" x 18" IRON W/CAP No. 4001050429
1013 - SET 5/8" x 18" IRON W/CAP No. 4001050429
10000 - FD. 5/8" IRON W/CAP No. 40167
10002 - FD. 5/8" IRON W/CAP No. 27464
10003 - FD. 1" PIPE
10004 - FD. 1" PIPE
10005 - FD. 5/8" IRON W/CAP No. 40167
10006 - FD. 5/8" IRON W/CAP No. 40167
10008 - FD. 5/8" IRON W/CAP No. 40167
10009 - FD. 5/8" IRON W/CAP No. 40167
10010 - FD. 1" PIPE
10011 - FD. 5/8" IRON W/CAP No. 40167
10012 - FD. 5/8" IRON W/CAP No. 28404
10013 - FD. 3/4" PIPE
10014 - FD. 1" PIPE
10015 - FD. 3/4" PIPE
10016 - FD. 5/8" IRON W/CAP No. 27464
10019 - FD. 5/8" IRON W/CAP No. 27464
10020 - FD. 5/8" IRON W/CAP No. 27464
10022 - FD. 5/8" IRON W/CAP No. 27464
10023 - FD. 5/8" IRON W/CAP No. 27464
10024 - FD. 5/8" IRON W/CAP No. 27464
10025 - FD. 1" PIPE
10026 - FD. 1-1/4" PIPE
10028 - FD. 1" PIPE
10029 - FD. 1/2" IRON W/CAP No. 19616
10030 - FD. 1/2" IRON W/CAP No. 19616
10031 - FD. T-IRON
10032 - FD. 1/2" CAPPED IRON (NOT LEGIBLE)
10033 - FD. 3/4" PIPE
10034 - FD. T-IRON
10035 - FD. T-IRON
10036 - FD. 1" PIPE UNDER ROCK WALL (TOOK SHOT 0.3' WEST)
10038 - FD. 3/8" IRON
10048 - FD. PK NAIL W/WASHER P.S. No. 50454
10049 - FD. IRON W/CAP No. 28404 AT FENCE END
10050 - FD. 5/8" IRON W/CAP No. 28404
10072 - FD. 3/4" PIPE
10073 - FD. 3/4" PIPE
10075 - FD. 5/8" IRON W/CAP No. 40167
10076 - FD. T-IRON
11003 - FD. 5/8" IRON W/CAP No. 40167, N42°10'17"E, 0.20' FROM ACCEPTED PROPERTY CORNER LOCATION



NMU FOUNDATION
PART OF THE COLLEGE HEIGHTS SUBDIVISION AND
THE NORMAL ADDITION TO THE CITY OF MARQUETTE

P:\2021\2021-2790 NMU Foundation - Former Marquette Hospital\Drawings\2021-2790 NMU Foundation ALTA Survey of MCH Properties 2022-10-16.dwg

			SUBMITTAL - REVISED TITLE		
			SUBMITTAL (per current title)	DRAFT SUBMITTAL	
			DATE	DESCRIPTION	ISSUED
			10/18/22		
			05/20/22		
			12/15/21		

DESIGNED:
DRAWN: SJB
CHECKED: SDK
APPROVED: SDK

TRIMEDIA
JOB NUMBER:
2021-2790
SHEET TITLE:

ALTA/NSPS
Land Title
Survey

S-6

SHEET NUMBER:

6 OF 7

**OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION**

June 3, 2025

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00p.m. on Tuesday, June 3, 2025, in the Commission Chambers at City Hall. A video of this meeting is available on the City's website.

ROLL CALL

Planning Commission (PC) members present (7): W. Premeau, Vice Chair K. Clegg, M. Rayner, J. Fitkin, Chair S. Mittlefehldt, A. Wilkinson, S. Lawry
PC Members absent (2): D. Fetter, K. Hunter
Staff present: City Planner and Zoning Administrator Dave Stensaas

AGENDA

It was moved by S. Lawry, seconded by K. Clegg, and carried 7-0 to approve the agenda as presented.

MINUTES

The minutes of the May 20, 2025, meeting were approved by consent.

PUBLIC HEARING

A. 01-PUD-03-25 - Preliminary PUD Plan review for W. Magnetic St.

D. Stensaas stated:

The Planning Commission is being asked to review an application for a preliminary Planned Unit Development – PUD - approval. The Planning Commission determined that the proposed PUD met the criteria for qualification as a PUD at a public hearing on March 18, 2025. The project application is for a proposed PUD of a mixture of townhome types - 1 unit, duplex, triplex, and 6 unit - for a total of 36 units to be located at the three existing parking lots on the south side of W. Magnetic St., between Lee St. and Fourth St. The Planning Commission is now prepared to conduct a public hearing for a preliminary site plan review and then draft a recommendation to the City Commission who will determine whether to approve or deny the PUD at a public hearing to follow. If approved by the City Commission, the City Attorney will prepare a contract. After the contract is recorded, and that is a contract between the developer and the City, the applicants can submit a final site plan to the Planning Commission for their determination of conformity to the contract and compliance with the Land Development Code. Only after these steps are completed and any conditions of approval are complied with, can staff issue permits for the development of the PUD. In the application packet that the Planning Commission has, we'll go over that here, there is our Staff Review Analysis, staff report, and that covers all the applicable Land Development Code sections, provisions, site plan review standards, details, everything that is attached which includes the applicant's application, the narrative responses to staff comments, and staff comments, narrative from the applicant about how they are meeting different sections of the code, staff comments and replies are included in here as usual in bold.

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Then we have the area map of the parcels, subject parcels outlined in blue. Block map, zoning map, this is all in Medium Density Residential zoning. Across the street we have Mixed Use, photos of the site, and then we have the preliminary site plan set showing the various phases of development and details, renderings of the site with the layout of the floor plans and building elevations, some plat information, and that's it.

S. Mittlefehldt said that she would like to call the applicant up to talk us through some of the changes that we saw from the first plan to this, and the status of the project at this point.

Mr. Bob Mahaney, CEO of Veridea Group, stated:

Thank you, commissioners, for the chance to be here tonight and for considering our PUD application. We were here back in March, and we got a lot of good feedback from that meeting, both from yourselves and the public. The plan that you have before you reflects our efforts to address some of that feedback with a revised plan. In addition, we had a neighborhood meeting on April 14th, kind of a town-hall format, where we invited all the neighbors from a three-block surrounding area of the master site. We had about one hundred people there, and again, it was a very productive session, a lot of good feedback. I'd like to go into a little bit more detail in terms of how we've addressed the public's concerns and comments. First, I should introduce our team, which is here to help if you have any questions. Michele Thomas is here; she is our Director of Commercial Real Estate. Brent Pizelle, as well, is our Director of Construction Management. Mike Corby is here as the President of Integrated Architecture - the architect engaged on this project. Mike has 30 plus years of urban planning background and I'm very fortunate to have his expertise and impact on this project. And we have Brian Savolainen, our civil engineer, who I'm sure many of you know from his long track record of working here in the City of Marquette.

In brief, our PUD covers 3.1 acres, as you saw, lying south of Magnetic street. This is the former staff parking lots for Marquette General Hospital. It's currently about 100% asphalt, impervious surface. I want to start off quickly by talking about the overall layout, the townhomes and our intent on building design. The buildings themselves have a very traditional, brownstone design. Obviously they will have modern features, but we really wanted to try to carry on and continue the color palette found in many of our historic buildings and carry it up here to the site. Again, from a color palette standpoint, try to bring those historic elements of Marquette into this site. You'll see that reflected in the brick we've chosen and other things.

The other thing we're trying to do is create strong pedestrian connectivity, both within the PUD we have before us, but also connecting to the north where we will have some significant green space and a large park as part of the development that goes on north of Magnetic. The current plan in front of you shows 36 townhomes. I believe our previous presentation had 40, so we have reduced the count by ten percent. These are mostly three-bedroom, two-car garage units. All are two stories in height. The previous plan had some that exceeded two stories. For green space, we've increased the amount of green space. We now have almost 30% of the

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ground area as green space, pretty close to an acre of the 3.1 acre site. I'd like to quickly touch on some of the issues that were raised by the public in the two meetings that I referenced. In no particular order but obviously one as you all heard in the one meeting was the access to Piqua, the use of Piqua Street. We've eliminated the access drives to Piqua; there's no connectivity to Piqua. All access will now be off of Magnetic. Some residents south of Piqua expressed concerns about vehicle lights shining into their homes should we use the Piqua drives. In addition to removing the Piqua drives, our intent is to add landscape berms or fencing to further block any lights from being directed south into that area.

Some people expressed concern about the density. As I mentioned, we reduced the total number of homes from 40 to 36. I would note that under current zoning, we could construct up to 46 homes under Medium Density Residential. So, we're at 36, less than what would be allowed if we went the conventional route. I'm not suggesting forty six homes is appropriate, just thought it was an interesting element in the code.

Some claim that we didn't take into account garbage dumpsters. There are no garbage dumpsters. Instead, garbage will be picked up curbside and bins will be kept inside garages, that will be a requirement of the HOA. This is a condominium development, so there will be common bylaws and an HOA. There was concern about snow storage space. We added additional green space, we feel we have plenty of space for snow storage and if it gets to be too much - like we do with a lot of our commercial buildings - we'll have it hauled off site. Another concern was expressed about whether we were going to have short-term rentals such as Airbnb. We will put in the condo bylaws language that effectively will prohibit short-term rentals. That's the same thing we did at Hemlock Park with our single-family development down there.

Others had concerns about the impact of demolition on their properties. We heard some people talking about foundations cracking, movement in their buildings, that sort of thing. I feel for those people, however that's not our responsibility, as it was the responsibility of the Foundation and Adamo. We take ownership of the property where the demolition took place once Adamo has completed all the demolition work. So, I'm not trying to pass the buck, that's just how that works. We're not part of the demolition activity, the demolition contract. And we explained that to people, that the people to talk to on that would be the Foundation and Adamo. And the last thing I want to close with, before I answer any questions you might have, is just that in the public meetings, especially the April 14th neighborhood townhome meeting, there was a lot of positive feedback as well. We really appreciated that. Hopefully, we've improved the plan as much as we can to everyone's satisfaction. One thing I've learned in this business is that while we try to take into account and address the concerns of everyone, it's pretty darn tough to bat a thousand, but we tried, and hopefully that's reflected in the plan, I think we have. So, with that, we'd be happy to answer any questions.

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K. Clegg stated you mentioned that Adamo is doing the demolition on the hospital site, but your adding additional green space to what is currently a parking lot, and I'm assuming they or you are going to remove that? Who is doing that sort of thing?

Bob Mahaney replied that his contractor will be removing the asphalt.

S. Mittlefehldt thanked Mr. Mahaney and stated:

That was very thorough, we appreciate that. At this point, we will listen to any correspondence. She asked D. Stensaas if there was any correspondence. D. Stensaas answered no.

S. Mittlefehldt then opened the public hearing.

Grant Soltwisch, of 365 W. Park St., stated:

First off, I want to say thank you that we're actually going to have something there rather than empty space or a parking lot. We're not looking for a large development for folks but I'm really glad to see it and something happen. And I appreciate that my comments were taken into account from the public meeting. My main concern was not only traffic and people but also, what we experienced when the hospital had that parking lot, every day we had a light issue. There is a 20-foot difference between my living room window and cars coming in on Magnetic St., and so anytime somebody came in, their lights would shine right into the living room in the house. So, they took that into consideration by putting in a berm. But my question for them that hasn't been answered is with the sixplex - the way it's sitting if it possibly could have been turned to block parking with the building, or if it could be an "L" shape? I don't know if they looked at that or not.

Mr. Mahaney stated we did look at that, but the short answer is we couldn't make it work effectively. I'm not trying to pass the buck here to Mike, but I know the staff looked at it and the only possibility was to put the sixplex this way and the triplex this way.

John Gumaer, of 720 W. Kaye, stated:

I was one of the participants in the April 14th meeting and I've also been watching this project. I would like to thank the developer for incorporating feedback from the different public meetings to make this a better overall project for the neighbors and the community as a whole. It's clear that they're vested in making this happen in a responsible way. Thank you.

S. Lawry asked staff if the proposal is to have Magnetic St. addresses for all these buildings, except perhaps those on Lee St.?

D. Stensaas answered yes, I would think so, it's the frontage for most of these buildings.

S. Lawry said:

I had some concerns about identifying it for emergency personnel, and I would encourage that we put a condition on it that the building address numbers be posted on the north wall of the buildings putting those that are set back in the parking lot and it would be easier for emergency

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responders. There is quite a bit of landscaping proposed, most of it to meet code, and I'm wondering if an irrigation system will be included? I didn't see it on the water utility plans.

Mr. Mahaney answered "definitely".

S. Lawry stated:

I know that some of it is just conceptual, but it does show plants also on the balconies, and people see the concept and want to adhere it, and will need outside access to water as well. That's something we don't often see in this type of development.

Mr. Mahaney said:

One of the lessons I've learned over the years is that for the landscaping to continue to look right, you have to invest in it with irrigation and such, you have to just do it now.

S. Lawry stated:

In response to Mr. Soltwisch's concerns, the landscaping does show evergreen hedges or tree plantings at the ends of those driveways to block the light glare.

S. Mittlefehldt asked if the fencing could be described.

B. Savolainen stated:

The type of fencing is yet to be determined, but in addition to the screening of the hedges there, one thing you don't see on this overall plan, is there is a significant grade change from Piqua out to the front of the road. Actually, where we dead end, we have about a 4-ft. cut from what's there right now. So where the grade was before, at the podium height, is now down at the floor, so that will also help create more of a natural berm. The floor will be set lower.

B. Mahaney said they will be starting 4' lower, and want to build a berm that looks nice on both sides and accomplishes what you need, which is no headlights coming through.

S. Lawry said:

Thank you and I commend the developer for being responsive to the comments that we received.

W. Premeau stated:

I have one comment that someone is concerned about their foundation getting cracked. So, after you spoke about "it's the other guys that did the demolition", I'm assuming they're not going to use any compactors or anything when you're building the roads, because they shake the ground a little bit.

B. Savolainen said that it will be normal construction.

W. Premeau said:

That's right, there's a lot of shaking of the ground in normal construction.

B. Savolainen answered there is no blasting anticipated or anything like that.

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W. Premeau said:

If they roller back on that road, it's going to shake things, a small compactor shakes things. And then the other thing in this narrative here, the thing...I do not believe at all is performance guarantees, I don't see where they should have to come up with a guarantee that they're going to complete the construction. And maybe Brian can answer this - this is going to last over a period of years and we know that the new [building] code is coming out very shortly, sometime in the fall supposedly, and when that code comes out it's going to change the requirements. I don't know if you can get a permit now and be good for 4 or 5 years. I'm not sure what the length of a building permit life is.

B. Savolainen stated:

I would think with the City Code that would be more of a question for Dave, but it's our understanding that under the Code right now, when you submit at that time that's what your permit follows, it doesn't change. We have a phased plan that will develop over a five-year period. That's part of the agreement that will be with the City of Marquette, and the Code that we're under right now is the only code we can follow. W. Premeau said he is just asking how long is a building permit good for.

B. Savolainen said he didn't know how long building permits were good for.

Mr. Corby stated:

We will be subjected to the code that is in place at the time. With each phase we will have to get a separate permit. So for instance, if the code was actually supposed to change this fall and didn't, so if it changes, if we submit, the question of what's the duration of a building permit is a good one, I don't know, typically it lasts 12 months, you have start construction in twelve months or you have to reapply, but the future phases if the codes change, those will be subject to that code, they won't be able to use the code that was on the first phase. So, it's a good point. It's not going to change anything that you see here on the conceptual level. When it gets into insulation and some electrical things it will affect construction.

S. Mittlefehldt stated:

Just to follow up on Mr. Premeau's point about the performance guarantees, Dave, I know that's something we've talked about with other projects in town. It makes sure the site plan gets implemented as presented. Is that something that's been discussed with the applicant?

D. Stensaas stated:

Not that I'm aware of and that's really at the discretion of the Planning Commission on approving a site plan, special land use permit or a PUD. You can require a performance bond but it hasn't been done in a long time. We talked about it in relation to the fiasco at the Gaines Rock Townhomes, that in certain large project circumstances, going forward, it might be a good idea to get a landscaping bond beyond what's required by the Engineering department for right-of-way work. That it's totally at the discretion of the Planning Commission is what was decided when we were talking about it with the Land Development Code amendments that we spent

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months working on recently, which, by the way, have nothing to do with Code changes for the Building Code that the City does not administer.

S. Lawry stated:

I would like to give Veridea credit for the fact that they have done well on those projects without any development issues that were aware of, and I think they've done a lot to establish a very good track record, and I think we should credit them for that. I see no reason to do this. I guess if there's a concern that because it's such a long-term project that they might at some point transfer the project to someone else, we could reserve the opportunity at that point to consider it, but I think their intent is to finish it and I think they've finished all of their other projects quite well.

D. Stensaas stated I also think it's at the discretion of the City Commission to write that into the agreement with the developer if they so choose.

It was moved S. Lawry, seconded by K. Clegg, and carried 7-0 that after review of the PUD site plan - including pattern book items dated May 5, 2025 and the staff file review analysis for 01-PUD-03-25; the Planning Commission previously established the PUD met seven out of ten required objectives and the criteria to be eligible for a PUD of Section 54.323(f) of the Marquette City Land Development Code - the preliminary PUD plan meets Section 54.323(h) of the Marquette City Land Development Code and recommends that the City Commission approve the PUD with the condition that an amended plan be submitted meeting the City staff comments for final site plan review, particularly concerning lighting, landscaping, fencing, and engineering details. This includes the variances for the larger multi-family unit and the reduction in front and rear lot setbacks.

NEW BUSINESS

S. Mittlefehldt stated we have a reading on micromobility that Dave sent to us, which I found very interesting. I think we've seen a very rapid uptick in scooters, electric bikes and all kinds of new ways of getting around. I think this is something that is going to become increasingly important for us to address. Dave, did you want to talk about the micromobility stuff at all?

D. Stensaas stated:

Sure. Did anybody have a chance to go to one of the public input sessions that Toole design coordinated? The active transportation plan they are helping us develop will have some recommendations for how to incorporate those devices into our current network of multi-use paths and streets, hopefully in a better, more systematic way. Right now, there is quite a bit of conflict going on, especially with the multi-use path system, and I can't speak for the Police Department or the City Manager's office, but I think that the bad behavior problem is probably going to have to be resolved through enforcement and ticketing people. I don't know how else it gets resolved. I think a goal really for a good pedestrian and bicycle system is to make people

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the center of the city, what the city is designed for, and not cars. That's kind of like the utopian vision we have of cities, right? That they're designed for people and we can all get around safely and not have to worry about getting hit by cars or getting run over by a bike or motorcycle or anything else. So, getting to that point from where we are is going to be a long road, no pun intended. There's a lot of work to do because right now we have some serious behavior, riding behavior or operational behavioral problems, but not only do we want to put people at the center of what we design for, but we want free up the city from cars taking up so much of our space too.

Right now, streets take up a third of the space in most cities. And then you add parking lots on top of that. So right of ways take up about a third of the space, you add surface parking, and we've got some 40, 50% of our public space is devoted to vehicle storage, access and mobility. You're going to need space for people to get around, but it's really not sustainable if our population is going to continue to explode like it is. And cities are really hampered with the cost of all that infrastructure and facilities to accommodate vehicles. So, there's potential for cities to have better places for people, for development that serves people more than cars, and environmental gains come out of that. There's a lot of upside to this, planning for this. Micro mobility devices ,though, if you have read any of this stuff, are a very challenging issue. Most of what these articles address are these fleets of scooters and bikes. Bikes haven't really been a problem. We've got a little, you can almost call it pilot project, with the bike rental thing that is in its third or fourth year now down by the Ore Dock. But with scooters, we've kind of shooed them away. They've tried to get a foothold in the City but we've kind of said no, we're not interested. When I get those calls, that's what I do. I mean, I'm not interested in the problems I've seen in other cities where scooters are laying in the streets and left for dead in certain places and create hazards and all that. These scooter companies though, have responded to that, they are responding and trying to do better from what I'm reading in some of these articles, and they have done better in some of these places. Anyway, there's some stuff to learn here that's going to become more of a public conversation as we get into, hopefully, creating a better network after we figure out how to move forward. Hopefully, we will get some good advice, good recommendations out of this planning effort, which should be wrapped up by the fall. I think by the end of the year we will have a plan and take it from there.

S. Mittlefehldt asked what is the current police ordinance is? She said she knows there's a speed limit on the bike path but thinks it's not enforced really and are there other police ordinances?

D. Stensaas said no, the police are trying to enforce the state law. I think it's now built into the vehicle code that on multi-use pathways that have any state funding, you have to follow their rules, and the rules are that Class II and III e-bikes are not allowed on those pathways. But there is no way to really gauge what's a Class II or III, aside from if it's going more than 20mph, then it's probably not a Class I e-bike, which are designed to be 20mph top speed vehicles. So, that's the challenge, that's why it's a behavior issue, it's not a design issue. It's

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kind of like a Corvette on the streets, you can't really just say a Corvette is going to be a problem itself because it can go 160mph. It's the driver that creates the speeding problems. So, you have to enforce the rules on the driver, not the vehicle.

S. Lawry said just a reminder that we had a gentleman here during one of our Master Plan sessions that was asking about the micro mobility plan, which we were talking about at that time, [if the City] can include the provision for the kind of skateboard that he rides with the one wheel. And I have seen several of them around the community. There is another group out there besides bicyclists that are looking for alternatives. When we mentioned some behavioral problems, I was in Paris last year, and even though there are special bike lanes and provisions and they are barely used there. The automobiles stop at the stop lights and stop signs; the bikers will not. Do not step off the curb into a crosswalk because the bikers ignore the stop signs and we found that to be very much the case.

S. Mittlefehldt said that one of the articles said they banned electric scooters and stuff in Paris and other cities, which I thought was interesting. Different cities are taking different approaches to do this. I just think it seems like the biggest violators of all this stuff are middle school teenage boys. Not to stereotype, but I wonder if there's, again it comes down to enforcement, but maybe education or something.

M. Rayner stated it's been some near misses on the path behind me. I can see scooters taking advantage of them, which I'm not sure that's legal for them.

A. Wilkinson said I don't think any of us know the solution to it. I have a Class III e-bike. I try to keep it on the street as much as possible. I was also going down Lakeshore a week or two ago. I was going 25, that's the speed limit through there. I was just looking to be on the street and keep up with everybody. I looked back and there were a dozen cars behind me, and one was riding right up behind me. I didn't feel safe, so I got up on the bike path at that point. And I rode slower, I was trying to be respectful, but as someone who is trying to follow the rules in place, I have found myself not feeling safe. I use the stop signs. I try to be a good user of the roads.

S. Mittlefehldt said that is why I don't correct my kid when she's riding on the sidewalk. I know you're not supposed to ride on the sidewalk, but there are certain streets that it's not safe to ride a bike on that street, so then you do what you have to do.

J. Fitkin stated I agree with it makes more sense to have speed limits than restrict certain types of bikes, because it's about the driver.

D. Stensaas stated the only prohibition of riding on sidewalks is in business districts. Pedestrians should have the right of way on a sidewalk, and you have fixed objects which are a hazard, it's a lot easier to run into something and hurt yourself on a sidewalk. At one of those events last week, the one at Blackrocks, I was talking a couple people and one of them lives close to Third St. and said they've been telling their kids to ride on the sidewalk because they don't feel safe

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riding in the street. So that brings up a whole other issue about changing the layout of the street potentially. It's a wicked problem.

A. Wilkinson said he lived in the city for a few years now and have heard that Third St. was at one point a one-way street. Why did that change, out of curiosity?

S. Lawry said that Third St. was one way south, and Front St. was one way north. Basically, the business association felt that it deprived them of a lot of their trade because they couldn't get two-way traffic, especially from the downtown area. They were not part of the DDA at that time, they had a separate organization, the Village Business Association. It was one-way for probably at least ten years I'd say, maybe closer to fifteen. Eventually they convinced the City to change it back. It didn't necessarily function any better because, even as one way, it still had parking on both sides and two lanes of traffic and so it was still taking up the entire pavement. It created issues, more difficulty with people getting out of their cars. They may have stated their case enough to convince the Commission that it should be changed back.

J. Fitkin said I would second the interest in Third St. one way once again. But that's interesting, I didn't know it was paired with Front St. in the past. I would suggest paired with Fourth St. It might not be super relevant, but I thought that it was an interesting suggestion for the future and have one lane of traffic on each one-way and angle parking on one side, and the other side for pedestrians, or just bikes.

D. Stensaas said the idea of one-way on Third is gaining momentum again. When we did the corridor plan in 2013, the consultant that led that project for us was a retail expert and he interviewed all of the business owners on the street, and at the time, there was no interest in going back to one way. But I talked to one of the business owners recently who said she would support it and I've talked to other business owners that are feeling the same way at this point, and I know just from some discussion with the DDA director that they would be more inclined to see it refigured as a one way street than to take parking off of one side of the street. They see it as a non-starter, to remove parking. That was the biggest issue with the business owners, as Steve said, it's still the same. And the data supports what the retail expert who led that project in 2013 said, the data absolutely supports that once you make a street one way, there is going to be less vehicle traffic and likely less retail traffic. Removing parking is the other part of that equation, and maybe it's a little bit mitigated if you at least have parking on both sides of the street.

K. Clegg said if there was angle parking on a one-way, wouldn't there actually be more because right now they're parallel parking.

D. Stensaas said I don't know. Spatially there might be more space, but it depends on what you want to do with the pedestrian and bicycle space. It might be harder to accommodate that with angle parking.

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W. Premeau said Steve can correct me if I'm wrong, but you use angle parking, you have an 18' parking spot, you have to have 18' behind it, that's 36' of a 32' wide street. The other question, for all the bikers is, has the law changed or don't bikes still have the same rights as an automobile? They used to, and they could ride down the road, and you signal I'm going to turn right, you signal I'm going to turn left, but has all that changed that you have to have your own designated path to drive on? You should be able to drive down any road without any real problems.

D. Stensaas said yes, that's the law, you can ride in streets except for limited-access highways.

W. Premeau said I don't see the real problem. The other problem we used to have but now with global warming, we're going to have constant bare streets and warm weather, but if it doesn't come to fruition in the near future we still have a lot of winter, and you don't see a lot of bikes out there. I mean, I have nothing against bikes. The only other suggestion I would make, and I don't know maybe they do it but are they still teaching bike safety in school, telling you your angles out straight, your hand goes like this, or did they give that all up?

K. Clegg said that they do not. One of the things that I've done for my school is start a bike class where I've been taking it upon myself to lead kids that I know are on my route with my own kids to school. We sent text messages to their parents that said if your kids are in the street, they can ride with us. We teach them how to travel on the roadway, how to signal, when to stop, and how to get safe routes to school. There is funding through the safe routes to school program and the League of Michigan Bicyclists to fund these programs into expanding into schools, but we haven't gotten that far yet. It is a problem, we can see that now, especially with the way middle schoolers and high schoolers are using e-bikes, on paths with way too fast of speeds and they're not being courteous and knowledgeable riders. We've been having City outreach through programs like the Bike Rodeo that mitigate that well.

D. Stensaas said we are kind of hoping the school resource officers will pick that back up as something they could put on as short trainings. That's what they used to do at school. Police, Officer Friendly would come to the school and teach the kids about how not to get hit by cars as a pedestrian or cyclist. Wayne's comment that it's legal to ride on the street with a bike, that's true, but a lot of people aren't comfortable riding on the streets with other vehicles and a lot of people driving motor vehicles are not courteous to bikers. It's a two way thing. There's a lot of people riding bikes that don't follow the rules, there's a lot of people driving their cars that make bikers feel very uncomfortable.

S. Mittlefehldt said winter does make it extra challenging. If you attempted to bike year round, when you get to the snowbanks, they're encroaching, and you can't see.

D. Stensaas said there are a lot of great street designs out there in places where they have money and where they've redesigned the streets in ways that make it a lot more comfortable for people to ride bikes. There a lot of cities in the world where people are very comfortable

**OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION**

June 3, 2025

riding bikes. You have a lot of people as a percentage of the commuters using bikes to get around. In Japan, there are garages for bikes. People have hundreds or thousands of bicycles stored where they end up for travel to their work, or school.

S. Mittlefehldt said she has the QR code here if anyone wants to take the Active Transportation survey, and this could be a good catalyst for the next phase that might involve the Planning Commission at some point. Then we could take these recommendations and figure out where we're going.

W. Premeau said you're talking about obstacles. The biggest obstacles I can see right now for automobiles and bicycles are the garbage containers all over the streets. I have seen people weave and turn and try to get around those things. It's just crazy. You get up in the morning and they're all over. They're not on the side of the road anymore.

D. Stensaas stated yes, the City is dealing with Waste Management right now over problems with the contract.

M. Rayner stated that seems to have increased just lately, they're on the streets and on their sides. My street doesn't have sidewalks, so it makes it doubly hard. Kids are trying to walk around those to get over to the high school and it's not a safe situation.

STAFF COMMENTS

W. Premeau stated:

The only comment I want to make is when I brought up the bonding requirement, or that cash bond, it said in this packet to be determined by the Commission. There are three or four items there that say to be determined by the Planning Commission.

M. Rayner stated:

I like the new [PUD] plans. I think they utilize the space more effectively and I like having a little bit more green space with lots of vegetation.

K. Clegg stated:

I was glad to see that Veridea took into account the public comment in their new revised plans, I thought they were good.

A. Wilkinson stated:

I like that Veridea took some of the notes from the community, and also, the new housing is awesome. And I appreciate everyone indulging in the bicycle talk.

J. Fitkin stated:

**OFFICIAL PROCEEDINGS
MARQUETTE CITY PLANNING COMMISSION**

June 3, 2025

I agree with everyone else in that I appreciated Veridea's consideration of the public's thoughts and the neighborhood thoughts.

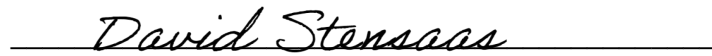
S. Lawry stated:

I think there is some sympathy to the [PUD] neighbors. They're projecting this as about a five year project just for this development, not even talking about getting across the street yet. And so, it looks like it's a perpetual construction zone. I'm not sure we can tell the neighbors that they're not going to be affected by construction. And it is a little bit frustrating when we read repeatedly what Marquette County's housing units are, and they're going to put up three units here, three units here. It adds to the frustration that we're seeing development, but it's nowhere near what we need per the study.

S. Mittfehltdt thanked Dave and Eric for their efforts with the Bike Rodeo and its success.

ADJOURNMENT

Chair S. Mittlefehldt adjourned the meeting at 7:05 pm

_____

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



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, June 30, 2025

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Hanley spoke about the upcoming 4th of July festivities in the City, including the fireworks and the parade, and said that seasonal property tax bills were mailed out recently.

Boards and Committees

1. Appointment(s)

Susan Tollefson to the Local Officers Compensation Commission for an unexpired term ending 8-1-30

Grant Combs to the Traffic-Parking Advisory Committee for an unexpired term ending 5-30-27

Commissioner Michael Larson moved to Approve the appointments as listed, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously.

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

Daisy Rae Nelson spoke about compassion and advocated for funding services related to mental health care and homelessness.

Margaret Brumm talked about challenges caused by the number of people in town for the 4th of July, and about e-bike and fireworks safety.

Presentation(s)

2. Certificate of Appreciation for Eric Paupore - Bike Rodeo and Safety Fair Coordinator,

by Dennis Stachewicz

Community Development Director Dennis Stachewicz presented a certificate of appreciation to city employee Eric Paupore, who spearheaded the organization of the recent bike rodeo. Stachewicz said the rodeo was a huge community success and thanked Paupore for the effort put into it.

3. Police-Fire Pension Board, by Chair Mike Archocosky

Police-Fire Pension Board Chair Mike Archocosky presented an update from his board, which manages the retirement funds for the city's police and fire employees.

Public Hearing(s)

4. Abatement of a Dangerous Structure - 308 S. Fifth Street

The mayor opened the public hearing and Margaret Brumm spoke, saying that she feels bad but that it is the responsibility of the city to protect the public. With no else wanting to speak, the mayor closed the hearing.

Commissioner Sally Davis moved to designate the outbuilding located at 308 S. Fifth Street as a public nuisance under Section 22-20(b) of the Marquette City Code and condemn the structure. Further, direct staff to notify the property owner that if the removal of the structure does not commence within 14 days and is not completed within 60 days, the City will carry out abatement of the structure, with the cost charged against the premises and the owner, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

5. Ordinance #25-07: Land Development Code Amendments - Roll Call Vote

Planning Commission Chair Sarah Mittlefehldt offered a presentation, summarizing the amendments being proposed tonight. Following the presentation, the mayor opened the public hearing. With no one wanting to speak, the mayor closed the hearing.

Commissioner Cary Gottlieb moved to Adopt Ordinance #25-07, seconded by Commissioner Michael Larson and Carried Unanimously by Roll Call Vote.

6. 01-PUD-03-25 - W. Magnetic St. (Portion of PIN: 0410681)

The mayor opened the public hearing and Sarah Mittlefehldt spoke, indicating that the PUD process went well from her perspective. She said the room was full and neighbors raised concerns, the developer revised the project plans accordingly and the result was a community-informed project. With no else wanting to speak, the mayor closed the hearing.

Commissioner Michael Larson moved to Approve 01-PUD-03-25 as recommended by the Planning Commission, and direct the City Attorney to draft the PUD Agreement, seconded by Mayor Pro Tem Paul Schloegel and Carried

Unanimously.

7. Consent Agenda - Roll Call Vote

Commissioner Jerney Ottaway moved to Approve the Consent Agenda, seconded by Commissioner Cody Mayer and Carried by Roll Call Vote .

- 7.a.** Approve the minutes of the June 9, 2025 regular Commission meeting
- 7.b.** Approve the minutes of the June 9, 2025 closed session
- 7.c.** Amendment to the minutes of the May 27, 2025 regular Commission meeting
- 7.d.** Approve the total bills payable in the amount of \$2,510,177.23
- 7.e.** Application for License to Use a portion of the Grove Street Right-of-Way
- 7.f.** Application for License to Use City Property in the White Street Right-of-Way
- 7.g.** Application for License to Use City Property adjacent to 602 S. Third Street
- 7.h.** Becky's Roadside Refreshment, LLC - Mattson Park Concession Lease Agreement
- 7.i.** Becky's Roadside Refreshment, LLC - Presque Isle Park Concession Lease Agreement
- 7.j.** Mountain Tank LTE Argeement with Northern Michigan University
- 7.k.** Resolution Declaring July Older Adult Americans Month and Celebrating the Senior Center's 60th Anniversary - Roll Call Vote
- 7.l.** Resolution Designating the Upper Peninsula Arts and Culture Alliance as a Qualified Regranting Partner - Roll Call Vote
- 7.m.** Sale of Surplus Equipment
- 7.n.** Shipwrecked Vending, LLC – Lease Agreement
- 7.o.** Tourist Park Playground - Professional Service Contract Change Order
- 7.p.** Water System Maintenance Agreement with Northern Michigan University

New Business

8. Proclamation - In Honor of Dr. David R. Boyd

Mayor Pro Tem Paul Schloegel moved to Accept the proclamation, seconded by Commissioner Sally Davis and Carried Unanimously.

9. Used Plow Truck Purchase

Commissioner Michael Larson moved to Approve the purchase of a used 2014 Mack Granite GU713 from Eau Claire Mack Sales, Inc. of Eau Claire, Wisconsin at a price not-to-exceed \$80,000, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

10. E-bike and Multi-Use Path Network Task Force

Commissioner Cary Gottlieb moved to Establish a temporary task force charged with evaluating issues related to e-bike usage within the City of Marquette, as well as the varied uses of the City's multi-use path network. The task force should have seven total members, as detailed in the background for this item, and should report back to the City Commission no later than December 21, 2025, seconded by Mayor Pro Tem Paul Schloegel and Carried Unanimously.

Following the vote, Mayor Hanley appointed Commissioner Gottlieb to the task force.

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

Barb Owdziej spoke about e-bike concerns, many of which she has heard as a part of the City Traffic-Parking Advisory Committee, and she emphasized a focus on broader street safety.

Margaret Brumm spoke about possible e-bike certification and discussed parking issues over the 4th of July holiday.

Dave Stensaas spoke about possible ways to increase education around e-bike and transportation safety.

Eric Paupore spoke about bike safety, supporting the idea that if bike transportation were taken into account more directly, it could shift perspectives and priorities, leading to more bikes, fewer cars, and an overall improvement in safety.

Steve Lawry supported the idea of certification, comparing it to programs related to snowmobiles and boats.

Daisy Rae Nelson said she is a new driver and supported the idea of increased education for e-bike riders.

Comments from the Commission

Commissioner Gottlieb spoke about the e-bike task force, acknowledging strong opinions on both sides and he said he is looking forward to the meetings but that it will be tough to make everyone happy.

Commissioner Larson highlighted the new Cultural Trail markers, which he said are very well done and impressed him, and he asked staff to provide a reminder of allowable firework hours.

Mayor Pro Tem Schloegel spoke about e-bike training opportunities and highlighted the proclamation honoring David Boyd.

Commissioner Mayer had no comments.

Commissioner Ottaway talked about the upcoming parade.

Commissioner Davis discussed some of the issues related to the e-bike topic.

Mayor Hanley spoke about e-bikes, and said she is supportive of additional transportation options, adding that she would like the city to plan for fewer cars downtown.

Comments from the City Manager

City Manager Karen Kovacs highlighted the upcoming 60th anniversary celebration of the Marquette Senior Center on July 18 and noted that center serves nearly half the senior population in Marquette County. She also highlighted the proactive enforcement of city staff, which helps to limit most possible property issues like the one on tonight's agenda.

Adjournment

Mayor Hanley adjourned the meeting at 7:45 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: 8/25/2025

Consent Agenda - Roll Call Vote **Grove Street Booster Station Fiber Connect**

BACKGROUND:

At the April 14, 2025 City Commission meeting, the Commission approved a contract with CCI Systems, Inc. to install city fiber above ground to the Grove Street water boosting station to improve communications with the station. During the design work, it was discovered that the Marquette Board of Light and Power utility poles that were to be utilized are slated for removal in the near future. The City of Marquette IT department recommends moving the fiber underground rather than taking ownership of the old utility poles, increasing the cost of the project by \$9,156.93.

FISCAL EFFECT:

This action will require a budget amendment.

RECOMMENDATION:

Approve the increased total expenditure with CCI Systems, Inc. to connect the Grove Street water booster station to the City's utilities fiber ring for a sum not-to-exceed \$ 57,372.52.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Revised Quote
- ▣ Engineering Pricing - Original Quote
- ▣ Contract



Customer Name	City of Marquette				
Project Name	Municipal Fiber Lateral - Grove Street Lift Station				
Quote Date	8/19/2025				

Construction Labor					
Construction		Est Qty	Unit	Unit Price	Extended Price
Mobilization / Traffic Control		1	EA	\$5,313.19	\$5,313.19
Aerial - Composite (Strand/Lash/Anchors)		1	EA	\$15,346.18	\$15,346.18
Underground Composite (Conduit/Fiber/Vaults)		1	EA	\$17,718.15	\$17,718.15
		Subtotal - Construction			\$38,377.52
Fiber Splicing		Est Qty	Unit	Unit Price	Extended Price
Fiber Splicing / Day Rate		2	DY	\$1,600.00	\$3,200.00
		Subtotal - Splicing			\$3,200.00
		Total Construction / Splicing Labor			\$41,577.52

Materials - Pricing Includes Tax & Freight					
Part Description		Est Qty	Unit	Unit Price	Extended Price
Furnish Fiber - 48ct SM, Single Armor, Single Jacket		2800	LF	\$ 0.79	\$2,212.00
Furnish Strand (1/4" EHS)		5000	LF	\$ 0.29	\$1,450.00
Furnish Bolt - 14" Machine		17	EA	\$ 2.88	\$48.96
Furnish 2" Square Washer		34	EA	\$ 0.35	\$11.90
Furnish 5/8" Square Nut		34	EA	\$ 0.29	\$9.86
Extension Arm - 18" Fiberglass		2	EA	\$ 68.68	\$137.36
Furnish Anchor - 6" Helix		8	EA	\$ 38.59	\$308.72
Furnish Strain Insulator (Johnny Ball)		8	EA	\$ 2.00	\$16.00
Furnish Guy Guard		8	EA	\$ 6.33	\$50.64
Furnish Snowshoes (Aerial Storage Unit)		3	EA	\$ 35.99	\$107.97
Furnish Straight Clamp - 3 hole		25	EA	\$ 5.00	\$125.00
Furnish Curved Clamp - 3 Hole		4	EA	\$ 7.66	\$30.64
Furnish Copper Staples		100	EA	\$ 0.09	\$9.00
Furnish Split Bolt		8	EA	\$ 1.28	\$10.24
Furnish Bonding Clamp (Weaver)		20	EA	\$ 2.15	\$43.00
Furnish Lashing Clamp (Bug Nut)		100	EA	\$ 0.76	\$76.00
Furnish Guy Attachment (Pig Ear)		8	EA	\$ 2.66	\$21.28
Furnish Lashing Wire (1,600' Roll)		6	EA	\$ 28.40	\$170.40
Furnish Strap - 10"		100	EA	\$ 0.22	\$22.00
Furnish Spacer - 1/2"		100	EA	\$ 0.11	\$11.00
Furnish Conduit - 1.25" HDPE SDR 11 Smooth Wall (includes Couplers)		8000	LF	\$ 0.49	\$3,920.00
Furnish Vault - 24x36x24 w/ 1 Piece Cover - No Logo		1	EA	\$ 1,009.70	\$1,009.70
Furnish Test Station/Locate Post		1	EA	\$ 70.88	\$70.88
Furnish Marker Post		1	EA	\$ 44.89	\$44.89
Furnish Ground Rod w/ Acorn		1	EA	\$ 33.24	\$33.24
Furnish #6 Solid Bare Copper (315' Reel)		1	EA	\$ 280.59	\$280.59
Furnish Tracer Wire (For Locate posts) - 2500'		1	EA	\$ 365.59	\$365.59
Furnish Patch Panel - 48ct LC/UPC Wall Mount		1	EA	\$ 381.96	\$381.96
Furnish LG-55 Enclosure (Locate/Grounding)		1	EA	\$ 166.18	\$166.18
		Total Materials			\$11,145.00

Project Total:	\$52,722.52
Total Const - Splicing	\$41,577.52
Total Material	\$11,145.00

Pricing Notes
Pricing is Confidential Pricing is Budgetary Pricing does not include any Cobble or Solid Rock Condtions Pricing is based on Proposed Route - Frim Pricing will be provided based on engineered route See provided conceptual map for proposed route.

MUST INCLUDE ORIGINAL ENGINEERING COST OF \$4,650.00 IN ADDITION TO THE NEW PROJECT TOTAL OF \$52,722.52.

NEW REQUIRED COMPLETED PROJECT COST IS \$57,372.52

PRICING

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

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

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

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

PROFESSIONAL SERVICES CONTRACT

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

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

1. PROJECT NAME:

The name of the Project shall be Grove Street Lift Station Fiber Connect.

2. SCOPE OF WORK:

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

3. TIME:

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

4. ACCESS TO SITE:

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

5. FEE:

The fee for services shall not exceed the sum of \$47,511.40.

6. BILLINGS/PAYMENTS:

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

7. INDEPENDENT CONSULTANT:

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

8. TERMINATION OF SERVICES:

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

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

9. SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

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

10. INSURANCE:

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

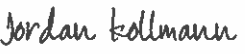
11. APPLICABLE LAWS:

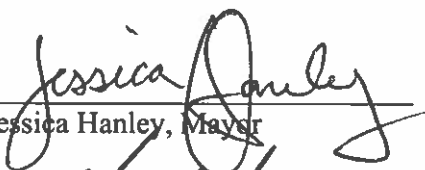
Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

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

CCI Systems, Inc.

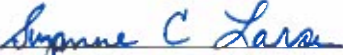
CITY OF MARQUETTE

DocuSigned by:

059407DDA7834F6
By: Jordan Kollmann
Its: Vice President Operations, TFS

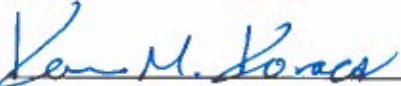

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO FORM:


Suzanne C. Larsen, City Attorney

APPROVED AS TO SUBSTANCE:


Karen M. Kovacs, City Manager



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
04/09/2025

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		H-630-6T355738-COF-24	08/01/2024	05/01/2025	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 ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			810-6T365399-24-I3-G	08/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB-6T367485-24-I3-E	08/01/2024	05/01/2025	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Grove Street Lift Station Fiber Connect

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

CERTIFICATE HOLDER

City of Marquette

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Handwritten Signature

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ACORD 25 (2016/03)

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City of Marquette, MI

SR ID: 27588381
Page 163 of 280

BATCH: 3913984

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

Consent Agenda - Roll Call Vote

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

BACKGROUND:

Recently the Hospitality House of the Upper Peninsula, Inc., asked the City to serve as the fiscal pass-through agent for funding from the Keweenaw Bay Indian Community. They plan to ask the Tribe for \$15,000 to provide support to patients and families receiving treatment for serious illness, injuries or other chronic medical conditions at Marquette area hospitals and clinics. In consideration of the City agreeing to act as a pass-through, the Hospitality House agrees to dedicate any funds received from the KBIC to the purposes set forth in the attached agreement prepared by the City Attorney.

Proceeds from the Tribe's 2% gaming revenue would be used to fund the request; gaming regulations require that a local municipality serve as the fiscal agent for such awards. This payment is not allocated to the City of Marquette government, but is a contribution to the Hospitality House.

FISCAL EFFECT:

No direct cost to the City.

RECOMMENDATION:

Approve the request to act as the fiscal intermediary for KBIC funding of \$15,000 to assist the Hospitality House of the Upper Peninsula, Inc. with funding for public peace and health.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Hospitality House KBIC Request
- ▣ Hospitality House Agreement



July 28, 2025

Ms. Karen Kovacs
City Manager
City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855

Dear Ms. Kovacs and the Marquette City Commission,

Please accept this letter as our formal request for consideration of the Hospitality House of the Upper Peninsula, Inc., dba, "Beacon House", as an approved agency to receive a grant from casino profits distributed by the Keweenaw Bay Indian Community's Tribal Council during its next distribution to local municipal and county governments.

Since 2002 Beacon House has provided over 356,000 overnight stays to 102,000 people from every county of the Upper Peninsula, offering support to patients and families receiving treatment for serious illnesses, injuries and other chronic medical conditions at Marquette area hospitals and clinics. Thirty-three (33%) percent of our guest came from Baraga, Houghton and Keweenaw Counties.

We offer our compassionate services to those who need us during a medical crisis on a donation basis. In most situations, guests cannot afford the amount needed to cover the entire cost of their stay, so we continue to seek grants and donations to make up the financial gap.

We are submitting a new grant request to the KBIC for financial support for our programs. We will be sending a request to KBIC leaders seeking \$15,000 to assist with our operations. The public health and safety benefit we provide is a vital one, and we hope that you'll consider us eligible for this opportunity to receive these funds.

Please feel free to call me with any questions at 906-225-7100. We appreciate your assistance!

My very best regards,

Mary

Mary Tavernini Dowling, CEO

Steve Mariucci Family Beacon House | 200 S. Seventh Street, Marquette, MI 49855
906-225-7100 | www.upbeaconhouse.org |

AGREEMENT

This Agreement is entered into this _____ day of _____, 2025, between the CITY OF MARQUETTE, a municipal corporation, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and Hospitality House of the Upper Peninsula, Inc., a Michigan nonprofit corporation, with offices located at 200 S. Seventh Street, Marquette, MI 49855 (hereinafter referred to as "Hospitality House").

WHEREAS, Hospitality House operates the "Beacon House," which provides support to patients and families receiving treatment for serious illness, injuries or other chronic medical conditions at Marquette area hospitals and clinics; and

WHEREAS, Marquette City Charter Section 2-12 states: "The city commission shall see that provision is made for the public peace and health, and for the safety of persons and property;" and

WHEREAS, the Marquette City Commission, having determined that Hospitality House assists the City in carrying out its obligation to provide for the public peace and health of persons and is a valid purpose under the Charter, is therefore willing to enter into this Agreement with Hospitality House upon certain terms and conditions.

NOW, THEREFORE, the parties agree:

1. That for and in consideration of the payment by the City to Hospitality House of the sum of \$15,000 from the Keweenaw Bay Indian Community, Hospitality House will accept said money from the City to assist the City in carrying out its obligation to provide for the public peace and health of persons.
2. That the parties further understand and agree that the payment of the sum of \$15,000 by the City to Hospitality House as above-described is contingent upon the prior receipt by the City of the amount from the Keweenaw Bay Indian Community, and that if said payment is not received by the City, the City shall have no obligation to make the payment herein described to Hospitality House.

The signatories hereto certify that they are authorized to execute this document on behalf of the respective parties.

Dated: _____

By: Karen M. Kovacs
Marquette City Manager

Dated: 8/14/25

By: Mary Tavernini Dowling, CEO
Hospitality House of the Upper Peninsula, Inc.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

Consent Agenda - Roll Call Vote **MERS Annual Meeting - Officer Delegate Appointment**

BACKGROUND:

The Municipal Employees' Retirement System (MERS) is holding its 2025 annual conference in Traverse City in October. Per the MERS plan document, the governing body of each participating municipality shall certify the names of two delegates to the annual meeting. One delegate shall be a member who is an officer of the participating municipality, selected by the governing body of the participating municipality. The other delegate shall be a member who is not an officer of the participating municipality, elected by the member employees of the participating municipality. The election shall be by secret ballot and shall be conducted by an officer of the participating municipality. The election shall be conducted in a manner that affords each member employee an opportunity to vote.

The City Manager recommends that the City Commission appoint Deputy City Manager as the Officer Delegate, and Human Resources Manager Lora Kinnunen as the Alternate Delegate. The Alternate Delegate will attend the meeting in the event the appointed Officer Delegate is unable to attend.

The member employees were given an opportunity to nominate any potential employee delegates to be put on a ballot for an election. This year we held an election to determine which of the two nominees would attend and the employee delegate selected is Whitney Griffin, Deputy Treasurer in the Finance Department and the Alternate will be Jennifer Jakubowski, Administrative Assistant in the Fire Department.

FISCAL EFFECT:

Adequate funding to cover travel and conference fees will be included in the FY 2026 budget.

RECOMMENDATION:

Appoint the Deputy City Manager Sean Hobbins as the Officer Delegate and the Human Resources Manager Lora Kinnunen as the Alternate to attend the 2025 MERS Annual Meeting and confirm the Employee Delegate, Whitney Griffin, and Alternate Jennifer Jakubowski, and authorize the Mayor to sign the form.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Form
- ▣ MERS Notification Letter



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.6377
www.mersofmich.com

2025 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2025

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2025 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on _____, 2025.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2025 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on _____, 2025.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*

Municipality number*

Email address

Employer address

Employer city

Employer state

Employer zip code

Printed name

Title of authorized authority*

Authorized signature*

Date

* Required field

2
ways to
submit

1. Fill out a printed version, then scan and save it to your computer. Upload it when requested during the conference registration process. – OR –
2. Visit the conference website and download the form. Fill it out (an electronic signature is permissible), then save and upload it when requested during the conference registration process.



August 15, 2025

Municipal Employees Retirement System
1134 Municipal Way
Lansing, MI 48917

RE: Notification of Employee Delegate Election Results for MERS Annual Meeting

To Whom It May Concern,

This letter serves to formally notify MERS that the City of Marquette had two candidates for the position of employee delegate for the upcoming MERS Annual Meeting. Accordingly, an election was conducted earlier this month to determine the delegate and alternate for this year.

Following the results of the election, Whitney Griffin has been selected to serve as the employee delegate and Jennifer Jakubowski will serve as the alternate.

Please let us know if any further information or if additional documentation is required.

Respectfully,

Kyle Whitney, City Clerk
City of Marquette

c: file

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

Consent Agenda - Roll Call Vote

Ordinance 25-10: General Provisions - Roll Call Vote

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 was first introduced at the August 11, 2025 meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt Ordinance 25-10.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Ord 25-10
- ▣ Chapter 1 Redline

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: _____

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.

-
- (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.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

Consent Agenda - Roll Call Vote

Ordinance 25-11: Alcoholic Liquors - Roll Call Vote

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 was first introduced at the August 11, 2025 meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt Ordinance 25-11.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 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
- (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) City streets and rights-of-way
- (i) 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

~~b2.~~ Hurley Field

~~c3.~~ Sidewalk cafes ~~— (allowed by business license only) 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

~~h1.~~~~8.~~ City streets and rights-of-way

~~i1.~~ 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 XIA 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: 8/25/2025

Consent Agenda - Roll Call Vote

Resolution- Addition of Beecher Street Right of Way - Roll Call Vote

BACKGROUND:

The construction of Beecher Street near the Able Medical facility and related utilities was recently completed. This project went through a comprehensive City planning process and the roadway and utilities were constructed to City standards. In order to adopt the roadway, utilities, easements and right of way, acceptance by the City Commission is required. Also, in order to name the roadway and adopt it into the City's Act 51 local street network, a resolution or right of way and centerline certification is required.

FISCAL EFFECT:

The City will receive \$1,056.64 in additional state revenue sharing annually beginning in 2026.

RECOMMENDATION:

Approve the right of way quit claim deed and authorize the Mayor and the Clerk to sign the eight attached easements, the resolution for right of way dedication, and the Act 51 resolution for local street addition.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Right of Way Quit Claim Deed
- ▣ Utility Easements
- ▣ Right of Way Resolution
- ▣ ACT 51 Resolution - Beecher Street
- ▣ ACT 51 Legal Description and Sketch

QUIT CLAIM DEED

Longyear Realty Corporation, a Michigan corporation, whose address is 210 N. Front Street, Marquette, Michigan 49855 (“**Grantor**”) quit claims to **City of Marquette**, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, Michigan 49855 (“**Grantee**”) the following described premises situated in the City of Marquette, County of Marquette, State of Michigan:

See **Exhibit A** attached hereto; and as depicted on **Exhibit B** attached hereto (the “**Property**”).

This deed is given without consideration and is exempt from transfer taxes pursuant to MCLA 207.505(a); MCLA 207.526(a).

Grantor hereby reserves and retains permanent and non-exclusive easements over, across, under and within the Property for (a) Grantor’s installation and/or extension, expansion and connection of private utilities, including, without limitation, construction, maintenance, repair, and inspection thereof, and (b) connecting to the Property further lengths of roadways and/or utilities that may be constructed within the parent parcel in which the Property is located, including, without limitation, any child parcels, subdivided parcels, or other division or reconfiguration of the parent parcel in which the Property is located pursuant to a condominium regime, a plat, a division, or otherwise.

Grantor grants to Grantee the right to make no divisions under the Michigan Land Division Act.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agriculture and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[Signature Page Follows]

PIN: (Part of) 05-159-71

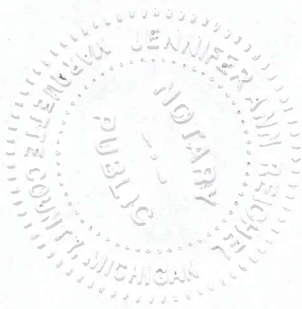
Dated 8-18, 2025.

Longyear Realty Corporation,
a Michigan corporation

By: [Signature]
Name: Stephen J. Hicks
Title: President

STATE OF MICHIGAN)
COUNTY OF Marquette)

The foregoing document was acknowledged before me on 8-18, 2025, by Stephen J. Hicks, the President of Longyear Realty Corporation, a Michigan corporation, on behalf of the corporation.



Jennifer Ann Reichel
Name: Jennifer Ann Reichel
Notary Public, Marquette County, Michigan
My Commission Expires: 3-29-31
Acting in the County of Marquette

Drafted By:	When Recorded Return To:	Send Subsequent Tax Bills To:
Michael Stroup Varnum LLP 333 Bridge Street NW, Suite 1700 Grand Rapids, MI 49504	City of Marquette Attn: Suzanne Larsen, City Attorney 300 W Baraga Avenue Marquette, Michigan 49855	City of Marquette 300 W Baraga Avenue Marquette, Michigan 49855

27766481

EXHIBIT A

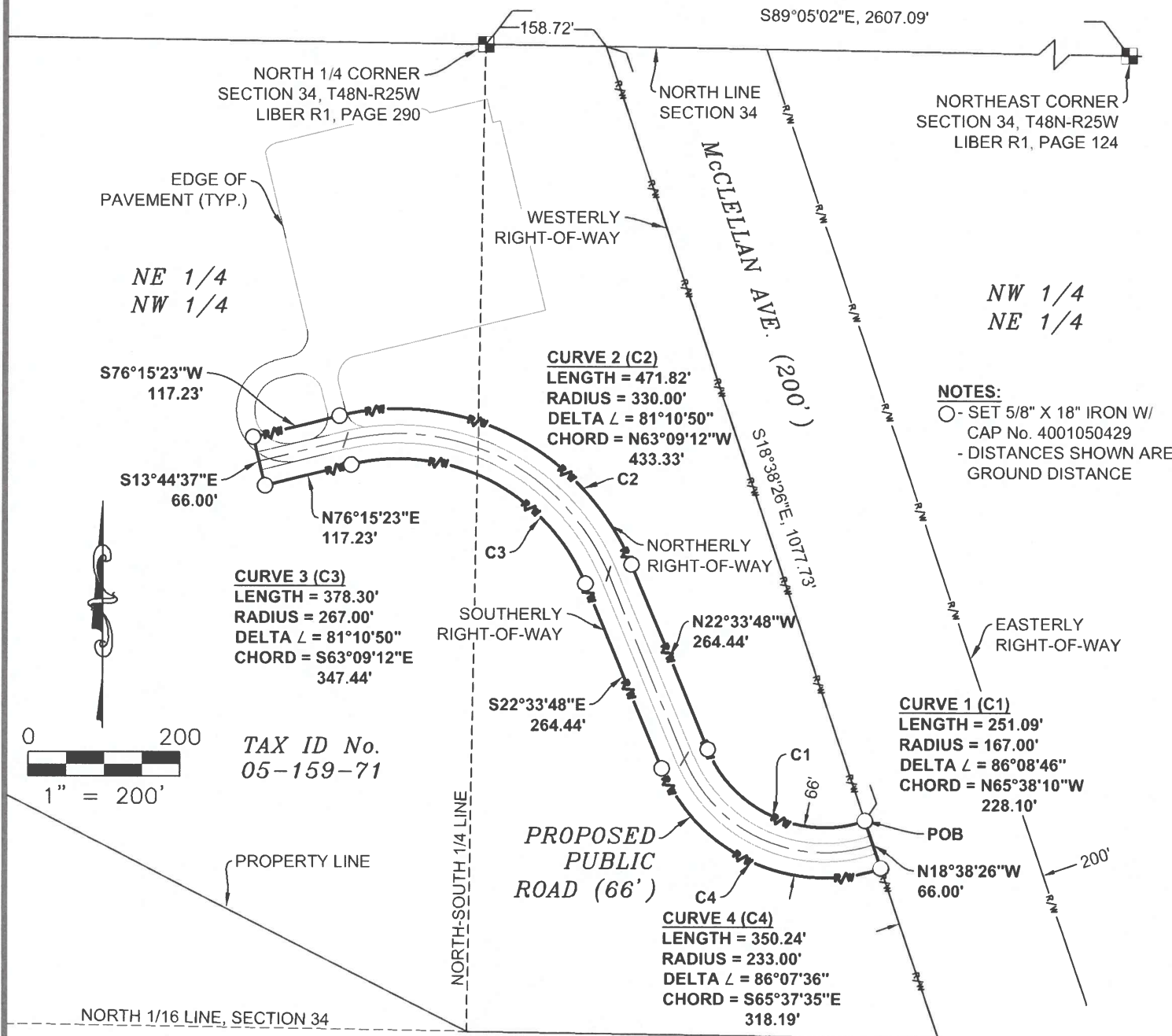
Legal Description

A 66-foot-wide proposed public road being part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), and part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as:

Commencing at the North 1/4 corner of Section 34; thence S89°05'02"E, 158.72 feet along the North line of Section 34 to the West right-of-way line of McClellan Avenue; thence S18°38'26"E, 1077.73 feet along the West right-of-way line of McClellan Avenue to a curve on the North right-of-way line of the proposed public road, and the Point of Beginning; thence 251.09 feet along the North right-of-way of the proposed public road on a curve to Right, having a Radius of 167.00 feet, a Delta angle of 86°08'46", and a Chord bearing N65°38'10"W, 228.10 feet; thence N22°33'48"W, 264.44 feet along the North right-of-way line of the proposed public road to a curve; thence 471.82 feet along the North right-of-way line of the proposed public road on a curve to Left, having a Radius of 330.00 feet, a Delta angle of 81°10'50", and a Chord bearing N63°09'12"W, 433.33 feet; thence S76°15'23"W, 117.23 feet along the North right-of-way line of the proposed public road; thence S13°44'37"E, 66.00 feet to the South right-of-way line of the proposed public road; thence N76°15'23"E, 117.23 feet along the South right-of-way line of the proposed public road to a curve; thence 378.30 feet along the South right-of-way line of the proposed public road on a curve to Right, having a Radius of 267.00 feet, a Delta angle of 81°10'50", and a Chord bearing S63°09'12"E, 347.44 feet; thence S22°33'48"E, 264.44 feet along the South right-of-way line of the proposed public road to a curve; thence 350.24 feet along the South right-of-way line of the proposed public road on a curve to Left, having a Radius of 233.00 feet, a Delta angle of 86°07'36", and a Chord bearing S65°37'35"E, 318.19 feet to the West right-of-way line of McClellan Avenue; thence N18°38'26"W, 66.00 feet along the West right-of-way line of McClellan Avenue to the Point of Beginning, containing 1.685 acres, and subject to restrictions, reservations, rights of way and easements of record.

CERTIFICATE OF SURVEY

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



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

ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

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

SCALE: 1"= 200'

CLIENT: J.M. Longyear, LLC

APPROVED BY: SJB

JOB NO.: 2024-3280

DRAWN BY: JBS

DATE: 08/14/2025

Page 195 of 280

SHEET 1 OF 2

NORTH

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

SEC. TWP. RANGE
34 48N 25W

MUNICIPALITY:
CITY OF
MARQUETTE

ENCROACHMENTS:
NONE

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

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

DATE: 08/14/2025



PUBLIC UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement ("**Agreement**") is made 8 - 18, 2025, by and between **Longyear Realty Corporation** (servient estate), a Michigan corporation, whose address is 210 N. Front Street, Marquette, Michigan 49855 ("**Owner**"), and **City of Marquette** (dominant estate), a Michigan municipal corporation whose address is 300 West Baraga Avenue, Marquette, Michigan 49855 ("**City**").

RECITALS

A. Owner is the sole owner of the real property located in City of Marquette and said real property is Recorded in Document Number 2021R-03960 at the Marquette County Register of Deeds, commonly known as 2980 State Highway M-553, Marquette, Michigan 49855, and with PIN: 05-159-71, ("**Property**"). Owner has the right to grant the easement(s) and dedicate the improvement(s) as set forth in this Easement.

B. Owner has constructed certain mains and appurtenances for public utility services to be provided by the City to the Property in accordance with plans and specifications approved by the City.

C. Owner wishes to grant to the City easements for construction, maintenance, inspection, repair and replacement of the public utility mains and appurtenances over, across, under and within those portions of the Property described and depicted on the legal description attached as Exhibit A ("**Easement Parcel**") and to dedicate to the City for public purposes the public utility mains and appurtenances located within the Easement Parcel.

EASEMENT

Accordingly, the parties agree as follows:

1. **GRANT OF EASEMENT:** Owner grants, for NO CONSIDERATION, to the City and its successors and assigns a perpetual, non-exclusive easement over, across, under and within the Easement Parcel for purposes of construction, maintenance, inspection, repair and replacement of the public utility mains and appurtenances located within the Easement Parcel together with the right of access, ingress and egress over, across, and within the Easement Parcel as reasonably required for purposes of such construction, maintenance, inspection, repair and replacement of such public utility mains and appurtenances.

2. **DEDICATION:** Owner hereby dedicates to the City for public purposes, which shall include the right of Owner and all owners and users of the Property, as part of the public, to use same, the public utility mains and appurtenances located within the Easement Parcel, and the City accepts the dedication of such public utility mains and appurtenances as public utilities to be maintained, inspected, repaired and replaced by the City. The City agrees to promptly repair any damage to the surface of the Easement Parcel resulting from the inspection, maintenance, repair or replacement of the public utility mains and appurtenances within the Easement Parcel by the City or any party claiming through the City, and to restore the Easement Parcel to the condition existing prior

to such work by the City. Provided, however, the City shall not be liable and responsible for any and all costs, expenses, repair or replacement arising out of or related to the defect in or faulty construction of the public utility mains and appurtenances, including construction not in accordance with the approved plans and specifications or arising from improper use of the public utility mains and appurtenances or the Easement Parcel by Owner or its agents, contractors, employees, guests, invitees, successors or assigns. The use of the Easement Parcel by the City and any party claiming through the City shall not materially interfere with the use and occupancy of the Property, and ingress and egress to and from the Property by Owner and its agents, contractors, employees, guests, invitees, successors or assigns.

3. **MAINTENANCE OF THE EASEMENT PARCEL:** Neither Owner nor its successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written consent by the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Owner and its agents, contractors, employees, guests, invitees, successors or assigns reserve all rights respecting the Easement Parcel that are not granted to the City pursuant to this Agreement, including, without limitation, Owner's right to continue use of the Easement Parcel for purposes that do not materially interfere with City's rights and uses under this Easement, and shall be entitled to re-surface, repair, restore, and replace areas to keep them in their current condition. Any expansion or change in use by the Owner upon the Easement Parcel shall require the City's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, the parties agree that Owner may change, vary, expand and/or add additional uses of those portions of the Property other than the Easement Parcel, which includes any child parcels, parent parcels, subdivided parcels, or other division or reconfiguration of the Property pursuant to a condominium regime, a plat, a division, or otherwise, without need for any consent from the City.

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6. **INSURANCE:** The City shall, at its sole cost and expense, maintain in full force and effect during the term of this Easement, commercial general liability insurance covering claims for bodily injury, death, and property damage arising out of or in connection with the use of the Easement Parcel and the use, maintenance, inspection, repair, or replacement of the public utility mains and appurtenances within the Easement Parcel by the City and any party claiming through the City. Such insurance shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or such other amounts as may be reasonably agreed upon in writing by the parties, and shall name the Owner and its successors as an additional insured and certificate holder. Upon written request by Owner, the City shall provide a certificate of insurance evidencing such coverage. The City may satisfy this requirement through a program of self-insurance, provided that the City maintains a comparable level of coverage and provides reasonable evidence of such self-insurance to Owner upon request.

PIN: (Part of) 05-159-71

7. **ADDITIONAL DOCUMENTS:** The parties agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the executing party) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Easement.

8. **BINDING EFFECT:** The easement and dedication granted pursuant to this Easement shall run with the land and the benefits and burdens of this Easement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

9. **TRANSFER TAX:** This Easement is exempt from real estate transfer taxation under the provisions of MCL 207.505(a) and MCL 207.526(a).

[Signatures located on the following pages]

PIN: (Part of) 05-159-71

Longyear Realty Corporation,
a Michigan corporation

By: _____
Name: Stephen J. Hicks
Title: President

STATE OF MICHIGAN)
)
COUNTY OF Marquette)

The foregoing document was acknowledged before me on 8 - 18, 2025, by Stephen J. Hicks, the President of Longyear Realty Corporation, a Michigan corporation, on behalf of the corporation.



Jennifer Ann Reichel
Name: Jennifer Ann Reichel
Notary Public, Marquette County, Michigan
My Commission Expires: 3-29-31
Acting in the County of Marquette

PIN: (Part of) 05-159-71

City of Marquette,
a Michigan municipal corporation

By: _____
Name: Jessica Hanley
Title: Mayor

By: _____
Name: Kyle Whitney
Title: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

The foregoing document was acknowledged before me on _____, 2025, by Jessica Hanley, the Mayor, and Kyle Whitney, the Clerk of the City of Marquette, a Michigan municipal corporation.

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

Drafted By:

Michael Stroup
Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, MI 49504

**When Recorded
Return To:**

City of Marquette
Attn: Suzanne Larsen, City Attorney
300 W Baraga Avenue
Marquette, Michigan 49855

**Send Subsequent Tax
Bills To:**

City of Marquette
300 W Baraga Avenue
Marquette, Michigan 49855

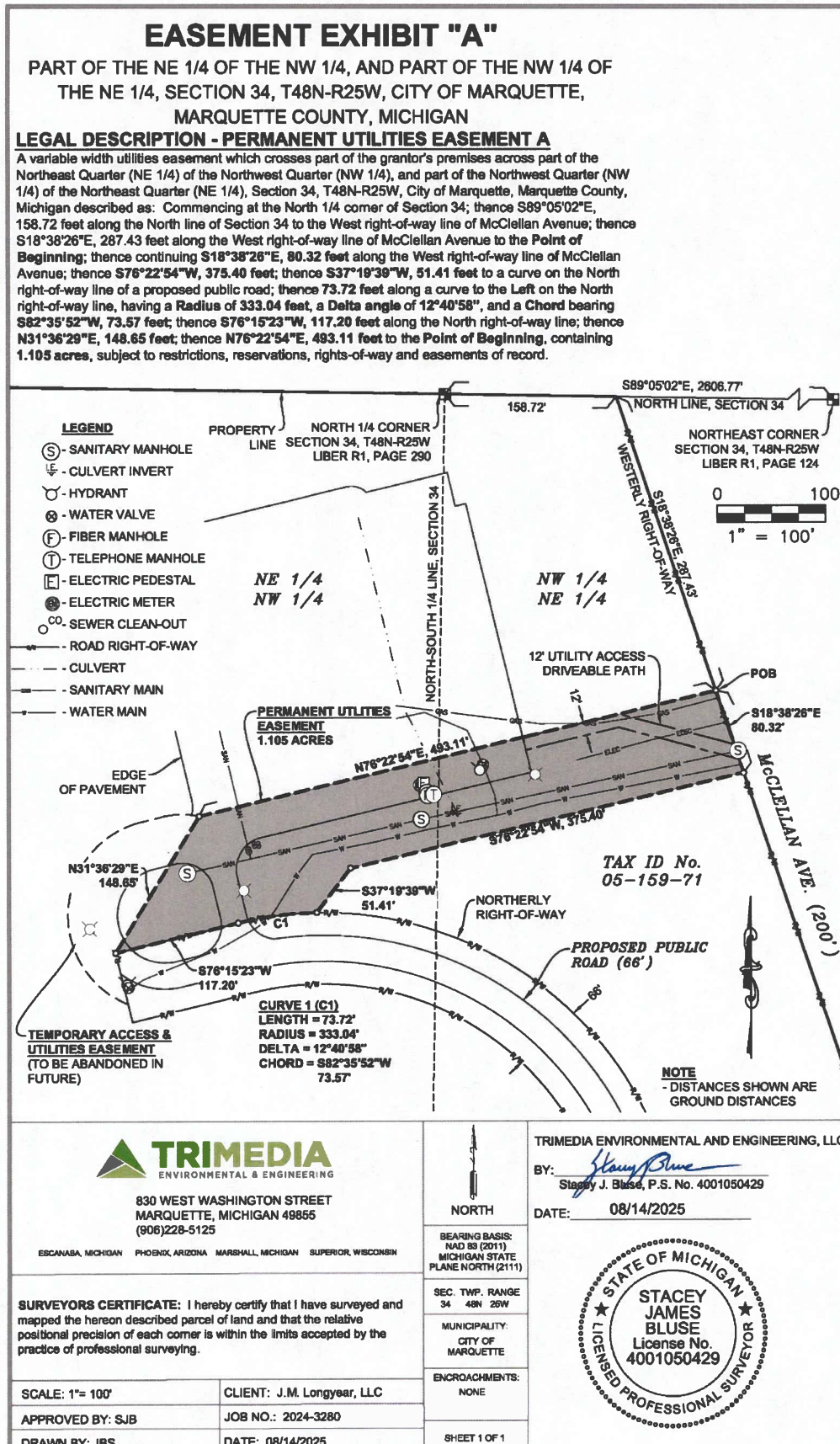
27793380

PIN: (Part of) 05-159-71

EXHIBIT A

Legal Descriptions and Depictions of Easement Parcel

[attached]



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2. **DEDICATION:** Owner hereby dedicates to the City for public purposes, which shall include the right of Owner and all owners and users of the Property, as part of the public, to use same, the public utility mains and appurtenances located within the Easement Parcel, and the City accepts the dedication of such public utility mains and appurtenances as public utilities to be maintained, inspected, repaired and replaced by the City. The City agrees to promptly repair any damage to the surface of the Easement Parcel resulting from the inspection, maintenance, repair or replacement of the public utility mains and appurtenances within the Easement Parcel by the City or any party claiming through the City, and to restore the Easement Parcel to the condition existing prior

to such work by the City. Provided, however, the City shall not be liable and responsible for any and all costs, expenses, repair or replacement arising out of or related to the defect in or faulty construction of the public utility mains and appurtenances, including construction not in accordance with the approved plans and specifications or arising from improper use of the public utility mains and appurtenances or the Easement Parcel by Owner or its agents, contractors, employees, guests, invitees, successors or assigns. The use of the Easement Parcel by the City and any party claiming through the City shall not materially interfere with the use and occupancy of the Property, and ingress and egress to and from the Property by Owner and its agents, contractors, employees, guests, invitees, successors or assigns.

3. **MAINTENANCE OF THE EASEMENT PARCEL:** Neither Owner nor its successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written consent by the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Owner and its agents, contractors, employees, guests, invitees, successors or assigns reserve all rights respecting the Easement Parcel that are not granted to the City pursuant to this Agreement, including, without limitation, Owner's right to continue use of the Easement Parcel for purposes that do not materially interfere with City's rights and uses under this Easement, and shall be entitled to re-surface, repair, restore, and replace areas to keep them in their current condition. Any expansion or change in use by the Owner upon the Easement Parcel shall require the City's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, the parties agree that Owner may change, vary, expand and/or add additional uses of those portions of the Property other than the Easement Parcel, which includes any child parcels, parent parcels, subdivided parcels, or other division or reconfiguration of the Property pursuant to a condominium regime, a plat, a division, or otherwise, without need for any consent from the City.

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PIN: (Part of) 05-159-71

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[Signatures located on the following pages]

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Longyear Realty Corporation
a Michigan corporation

By: _____
Name: Stephen J. Hicks
Title: President

STATE OF MICHIGAN)
)
COUNTY OF Marquette)

The foregoing document was acknowledged before me on 8-18, 2025, by Stephen J. Hicks, the President of Longyear Realty Corporation, a Michigan corporation, on behalf of the corporation.



Jennifer Ann Reichel
Name: Jennifer Ann Reichel
Notary Public, Marquette County, Michigan
My Commission Expires: 3-29-31
Acting in the County of Marquette

PIN: (Part of) 05-159-71

City of Marquette,
a Michigan municipal corporation

By: _____
Name: Jessica Hanley
Title: Mayor

By: _____
Name: Kyle Whitney
Title: Clerk

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)
COUNTY OF MARQUETTE)

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Name: _____
Notary Public, _____ County, Michigan
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Acting in the County of _____

Drafted By:

Michael Stroup
Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, MI 49504

**When Recorded
Return To:**

City of Marquette
Attn: Suzanne Larsen, City Attorney
300 W Baraga Avenue
Marquette, Michigan 49855

**Send Subsequent Tax
Bills To:**

City of Marquette
300 W Baraga Avenue
Marquette, Michigan 49855

27793386

PIN: (Part of) 05-159-71

EXHIBIT A

Legal Descriptions and Depictions of Easement Parcel

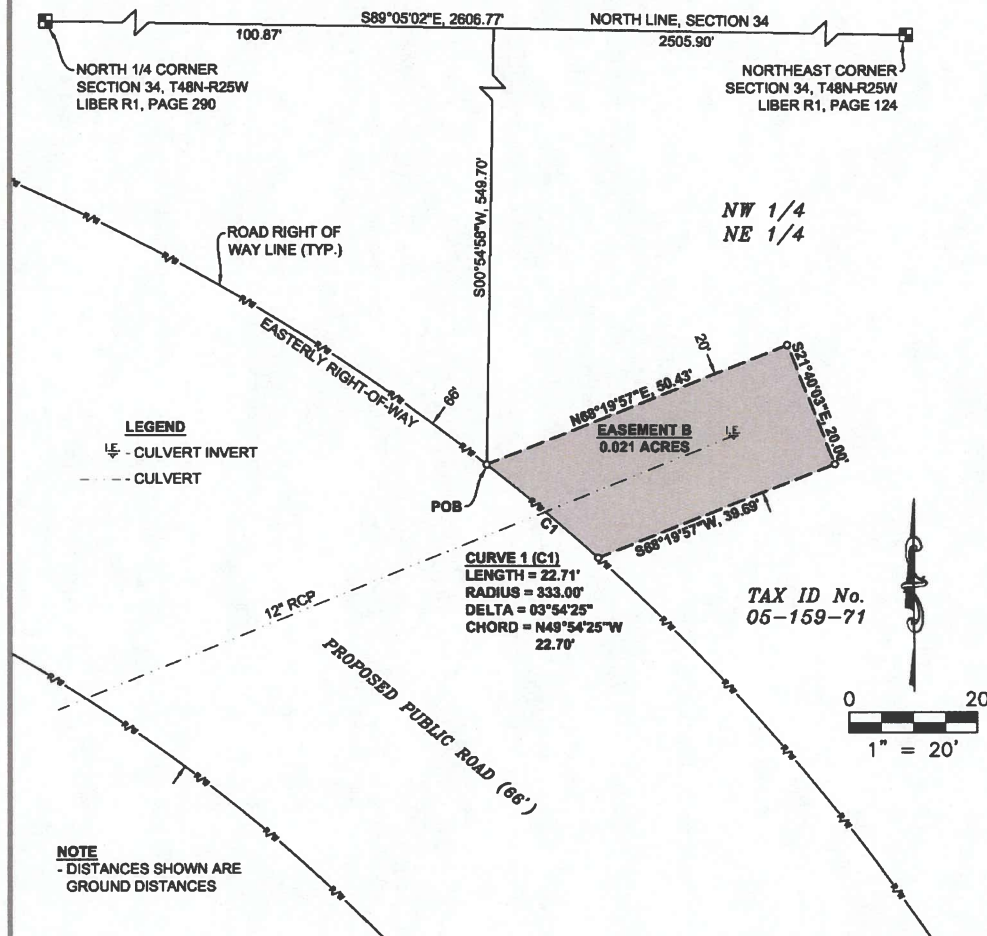
[attached]

EASEMENT EXHIBIT "A"

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

LEGAL DESCRIPTION - EASEMENT B

A 20-foot wide utilities easement which crosses part of the grantor's premises being part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North 1/4 corner of Section 34; thence S89°05'02"E, 100.87 feet along the North line of Section 34; thence S00°54'58"W, 549.70 feet to a curve on the East right-of-way of a proposed public road and the Point of Beginning; thence N68°19'57"E, 50.43 feet; thence S21°40'03"E, 20.00 feet; thence S68°19'57"W, 39.69 feet to a curve on the East right-of-way line; thence 22.71 feet along the East right-of-way line on a curve to the Left, having a Radius of 333.00 feet, a Delta angle of 03°54'25" and a Chord bearing N49°54'25"W, 22.70 feet to the Point of Beginning, containing 0.021 acres and subject to restrictions, reservations, rights-of-way and easements of record.



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

ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

NORTH

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

SEC. TWP. RANGE
34 48N 25W

MUNICIPALITY:
CITY OF
MARQUETTE

ENCROACHMENTS:
NONE

SHEET 1 OF 1

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

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

DATE: 08/14/2025



SURVEYORS CERTIFICATE: I hereby certify that I have surveyed and mapped the hereon described parcel of land and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying.

SCALE: 1"= 20'

CLIENT: J.M. Longyear, LLC

APPROVED BY: SJB

JOB NO.: 2024-3280

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DATE: 08/14/2025

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)
COUNTY OF Marquette)

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Jennifer Ann Reichel
Name: Jennifer Ann Reichel
Notary Public, Marquette County, Michigan
My Commission Expires: 3-29-31
Acting in the County of Marquette

PIN: (Part of) 05-159-71

City of Marquette,
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By: _____
Name: Jessica Hanley
Title: Mayor

By: _____
Name: Kyle Whitney
Title: Clerk

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)
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Name: _____
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Drafted By:

Michael Stroup
Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, MI 49504

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Attn: Suzanne Larsen, City Attorney
300 W Baraga Avenue
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Bills To:

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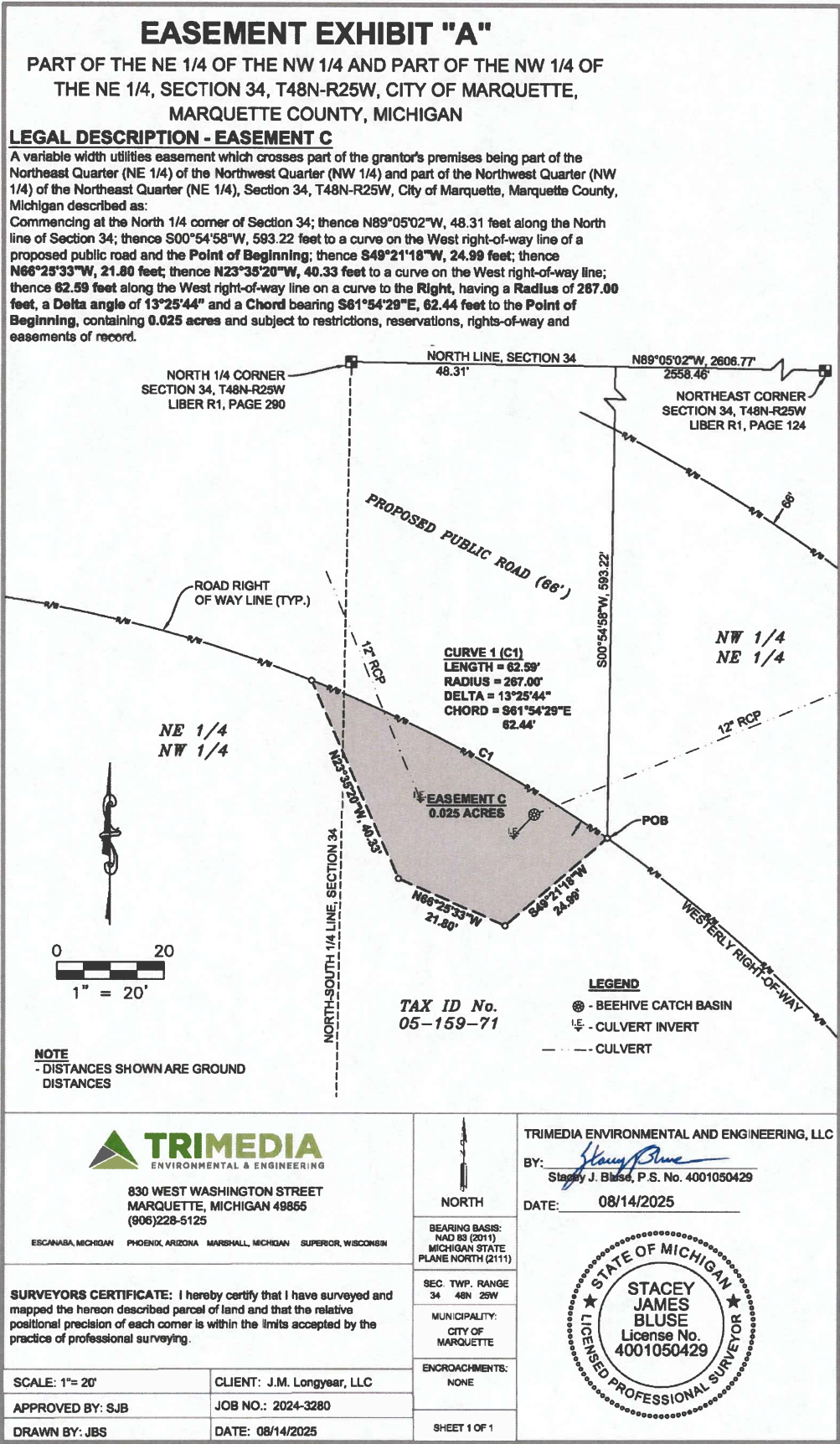
27793388

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C. Owner wishes to grant to the City easements for construction, maintenance, inspection, repair and replacement of the public utility mains and appurtenances over, across, under and within those portions of the Property described and depicted on the legal description attached as Exhibit A ("**Easement Parcel**") and to dedicate to the City for public purposes the public utility mains and appurtenances located within the Easement Parcel.

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Accordingly, the parties agree as follows:

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2. **DEDICATION:** Owner hereby dedicates to the City for public purposes, which shall include the right of Owner and all owners and users of the Property, as part of the public, to use same, the public utility mains and appurtenances located within the Easement Parcel, and the City accepts the dedication of such public utility mains and appurtenances as public utilities to be maintained, inspected, repaired and replaced by the City. The City agrees to promptly repair any damage to the surface of the Easement Parcel resulting from the inspection, maintenance, repair or replacement of the public utility mains and appurtenances within the Easement Parcel by the City or any party claiming through the City, and to restore the Easement Parcel to the condition existing prior

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3. **MAINTENANCE OF THE EASEMENT PARCEL:** Neither Owner nor its successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written consent by the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Owner and its agents, contractors, employees, guests, invitees, successors or assigns reserve all rights respecting the Easement Parcel that are not granted to the City pursuant to this Agreement, including, without limitation, Owner's right to continue use of the Easement Parcel for purposes that do not materially interfere with City's rights and uses under this Easement, and shall be entitled to re-surface, repair, restore, and replace areas to keep them in their current condition. Any expansion or change in use by the Owner upon the Easement Parcel shall require the City's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, the parties agree that Owner may change, vary, expand and/or add additional uses of those portions of the Property other than the Easement Parcel, which includes any child parcels, parent parcels, subdivided parcels, or other division or reconfiguration of the Property pursuant to a condominium regime, a plat, a division, or otherwise, without need for any consent from the City.

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[Signatures located on the following pages]

PIN: (Part of) 05-159-71

Longyear Realty Corporation,
a Michigan corporation

By: _____
Name: Stephen J. Hicks
Title: President

STATE OF MICHIGAN)
)
COUNTY OF Marquette)

The foregoing document was acknowledged before me on 8-18, 2025, by Stephen J. Hicks, the President of Longyear Realty Corporation, a Michigan corporation, on behalf of the corporation.

Jennifer Ann Reichel
Name: Jennifer Ann Reichel
Notary Public, Marquette County, Michigan
My Commission Expires: 3-29-31
Acting in the County of Marquette



PIN: (Part of) 05-159-71

City of Marquette,
a Michigan municipal corporation

By: _____
Name: Jessica Hanley
Title: Mayor

By: _____
Name: Kyle Whitney
Title: Clerk

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)
COUNTY OF MARQUETTE)

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

Drafted By:

Michael Stroup
Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, MI 49504

When Recorded
Return To:

City of Marquette
Attn: Suzanne Larsen, City Attorney
300 W Baraga Avenue
Marquette, Michigan 49855

Send Subsequent Tax
Bills To:

City of Marquette
300 W Baraga Avenue
Marquette, Michigan 49855

27793389

PIN: (Part of) 05-159-71

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Legal Descriptions and Depictions of Easement Parcel

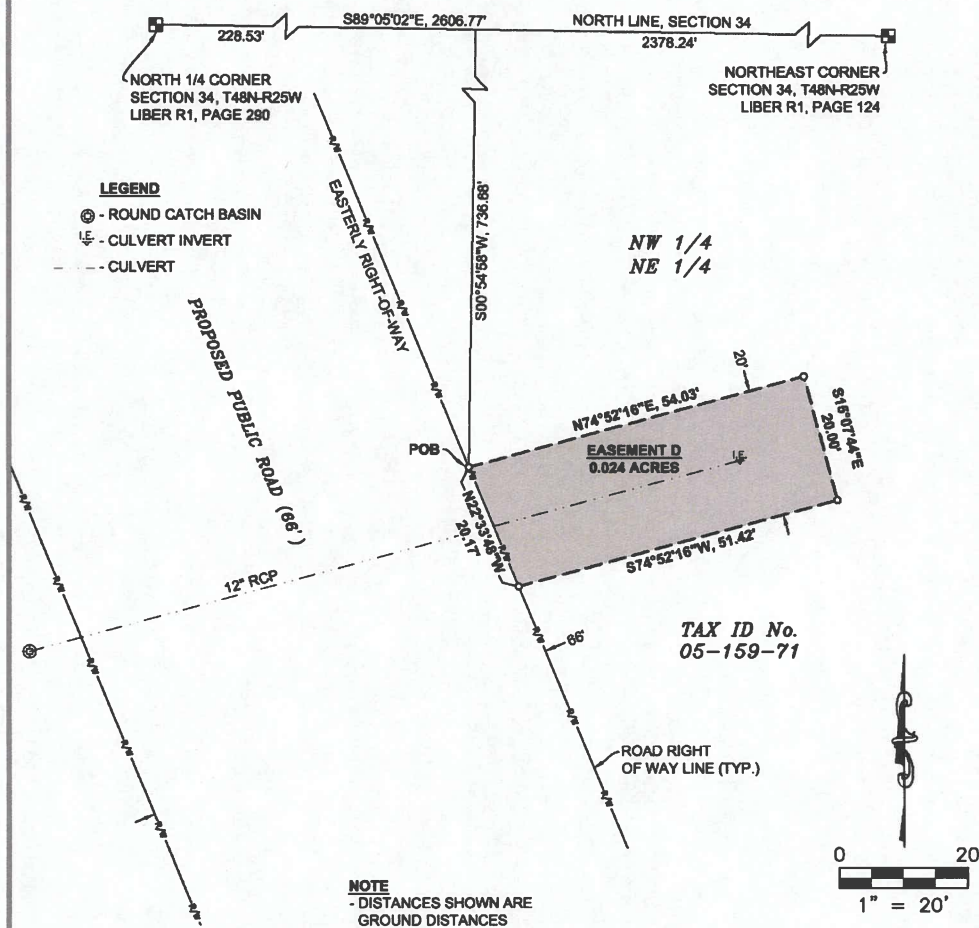
[attached]

EASEMENT EXHIBIT "A"

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

LEGAL DESCRIPTION - EASEMENT D

A 20-foot wide utilities easement which crosses part of the grantor's premises being part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North 1/4 corner of Section 34; thence S89°05'02"E, 228.53 feet along the North line of Section 34; thence S00°54'58"W, 738.68 feet to the East right-of-way line of a proposed public road and to the Point of Beginning; thence N74°52'16"E, 54.03 feet; thence S15°07'44"E, 20.00 feet; thence S74°52'16"W, 51.42 feet to the East right-of-way line; thence N22°33'48"W, 20.17 feet along the East right of way line to the Point of Beginning, containing 0.024 acres and subject to restrictions, reservations, rights-of-way and easements of record.



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

ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN



NORTH

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

SEC. TWP. RANGE
34 48N 25W

MUNICIPALITY:
CITY OF
MARQUETTE

ENCROACHMENTS:
NONE

SHEET 1 OF 1

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

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

DATE: 08/14/2025



SURVEYORS CERTIFICATE: I hereby certify that I have surveyed and mapped the herein described parcel of land and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying.

SCALE: 1"= 20'

CLIENT: J.M. Longyear, LLC

APPROVED BY: SJB

JOB NO.: 2024-3280

DRAWN BY: JBS

DATE: 08/14/2025

PUBLIC UTILITY EASEMENT AGREEMENT

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PIN: (Part of) 05-159-71

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a Michigan corporation

By: _____
Name: Stephen J. Hicks
Title: President

STATE OF MICHIGAN)
)
COUNTY OF Marquette)

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Jennifer Ann Reichel
Name: Jennifer Ann Reichel
Notary Public, Marquette County, Michigan
My Commission Expires: 3-29-31
Acting in the County of Marquette

PIN: (Part of) 05-159-71

City of Marquette,
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By: _____
Name: Jessica Hanley
Title: Mayor

By: _____
Name: Kyle Whitney
Title: Clerk

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)
COUNTY OF MARQUETTE)

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Drafted By:

Michael Stroup
Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, MI 49504

**When Recorded
Return To:**

City of Marquette
Attn: Suzanne Larsen, City Attorney
300 W Baraga Avenue
Marquette, Michigan 49855

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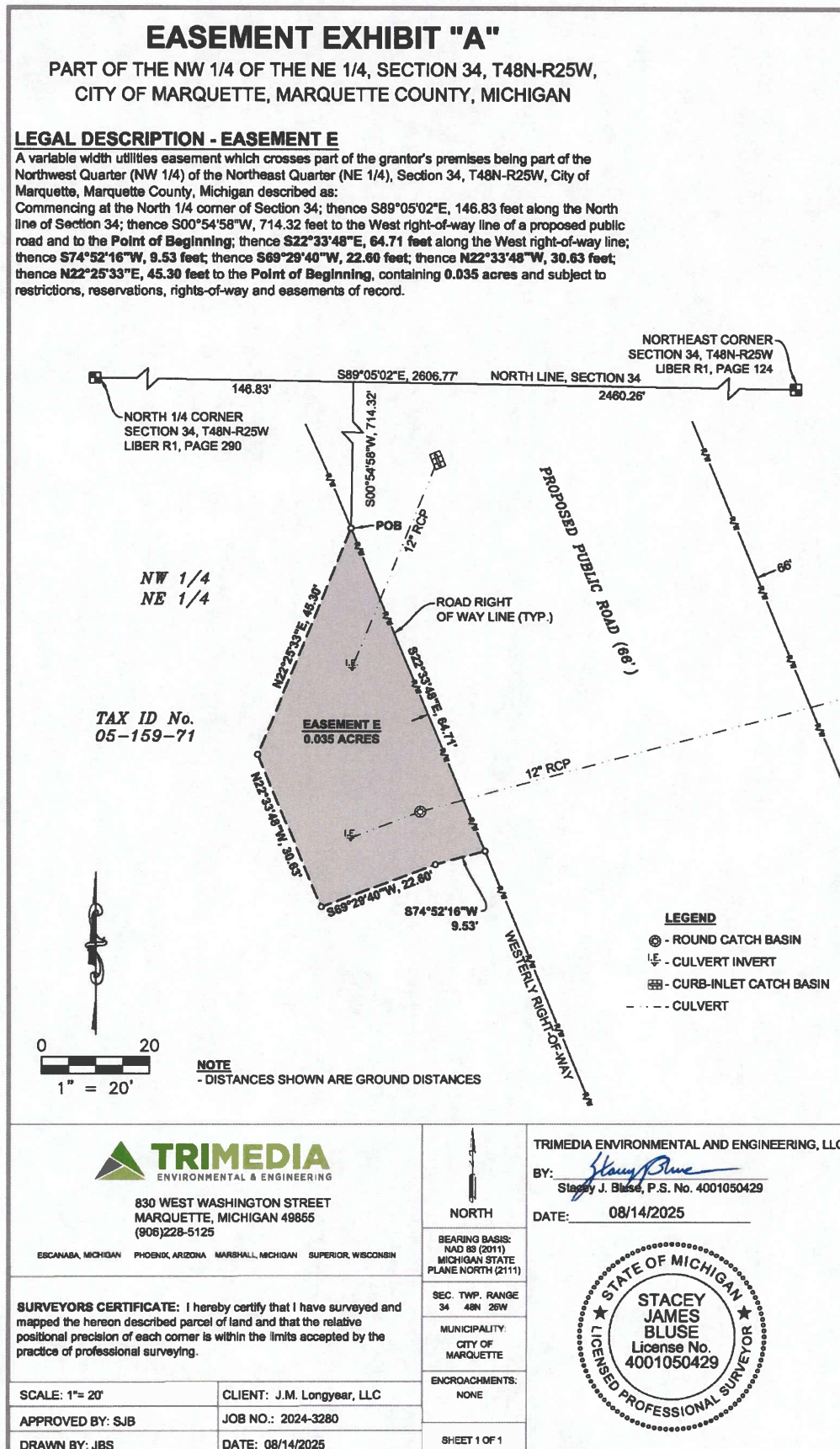
27793391

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Legal Descriptions and Depictions of Easement Parcel

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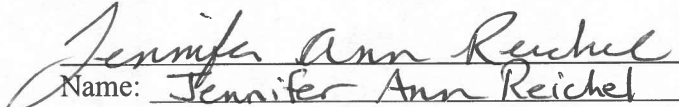
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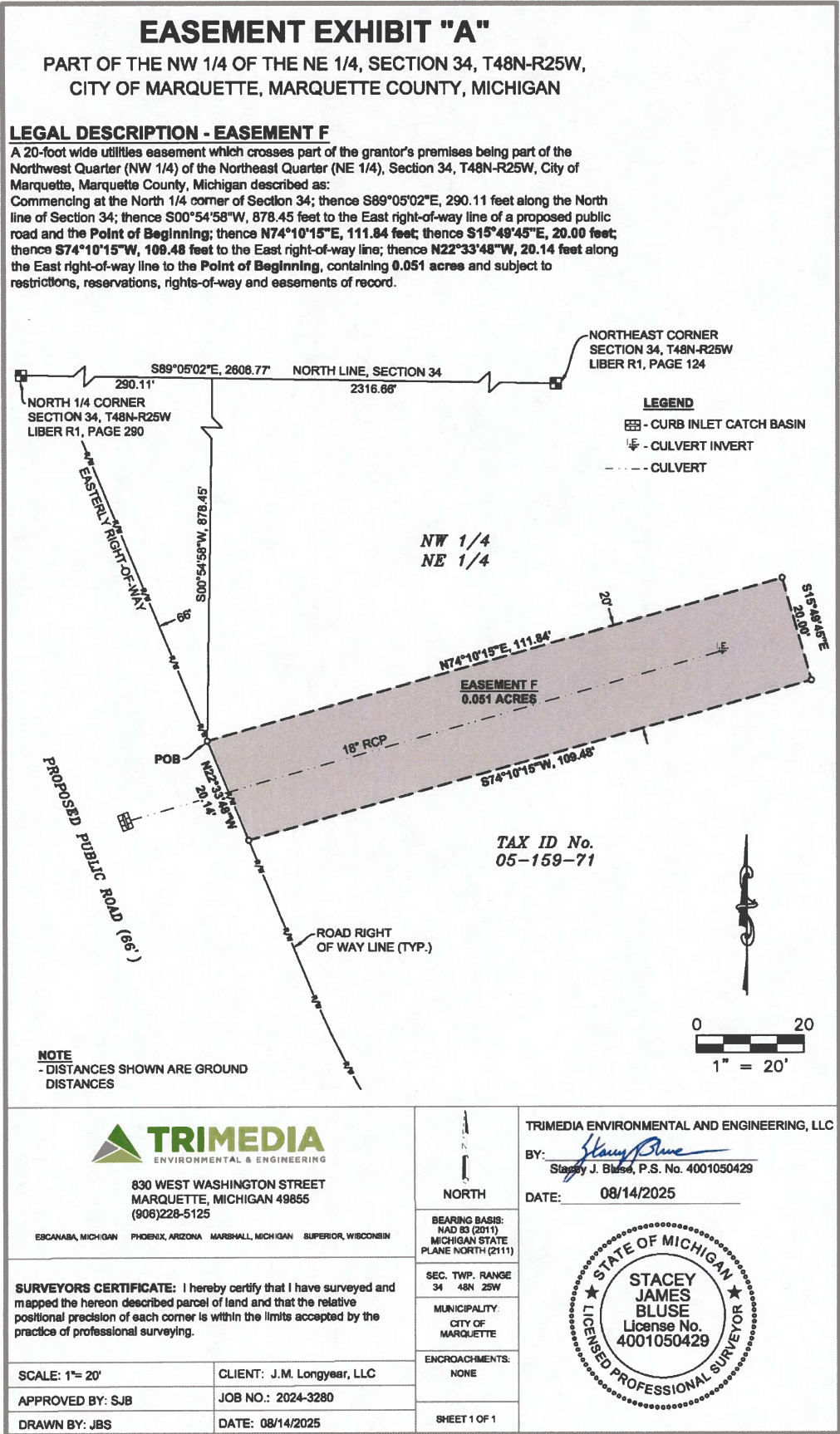
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1. **GRANT OF EASEMENT:** Owner grants, for NO CONSIDERATION, to the City and its successors and assigns a perpetual, non-exclusive easement over, across, under and within the Easement Parcel for purposes of construction, maintenance, inspection, repair and replacement of the public utility mains and appurtenances located within the Easement Parcel together with the right of access, ingress and egress over, across, and within the Easement Parcel as reasonably required for purposes of such construction, maintenance, inspection, repair and replacement of such public utility mains and appurtenances.

2. **DEDICATION:** Owner hereby dedicates to the City for public purposes, which shall include the right of Owner and all owners and users of the Property, as part of the public, to use same, the public utility mains and appurtenances located within the Easement Parcel, and the City accepts the dedication of such public utility mains and appurtenances as public utilities to be maintained, inspected, repaired and replaced by the City. The City agrees to promptly repair any damage to the surface of the Easement Parcel resulting from the inspection, maintenance, repair or replacement of the public utility mains and appurtenances within the Easement Parcel by the City or any party claiming through the City, and to restore the Easement Parcel to the condition existing prior

to such work by the City. Provided, however, the City shall not be liable and responsible for any and all costs, expenses, repair or replacement arising out of or related to the defect in or faulty construction of the public utility mains and appurtenances, including construction not in accordance with the approved plans and specifications or arising from improper use of the public utility mains and appurtenances or the Easement Parcel by Owner or its agents, contractors, employees, guests, invitees, successors or assigns. The use of the Easement Parcel by the City and any party claiming through the City shall not materially interfere with the use and occupancy of the Property, and ingress and egress to and from the Property by Owner and its agents, contractors, employees, guests, invitees, successors or assigns.

3. **MAINTENANCE OF THE EASEMENT PARCEL:** Neither Owner nor its successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written consent by the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Owner and its agents, contractors, employees, guests, invitees, successors or assigns reserve all rights respecting the Easement Parcel that are not granted to the City pursuant to this Agreement, including, without limitation, Owner's right to continue use of the Easement Parcel for purposes that do not materially interfere with City's rights and uses under this Easement, and shall be entitled to re-surface, repair, restore, and replace areas to keep them in their current condition. Any expansion or change in use by the Owner upon the Easement Parcel shall require the City's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, the parties agree that Owner may change, vary, expand and/or add additional uses of those portions of the Property other than the Easement Parcel, which includes any child parcels, parent parcels, subdivided parcels, or other division or reconfiguration of the Property pursuant to a condominium regime, a plat, a division, or otherwise, without need for any consent from the City.

4. **FURTHER EASEMENTS:** Owner shall not alter, repair or modify the public utility mains or appurtenances within the Easement Parcel without prior written consent by the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. **INDEMNIFICATION:** Owner shall indemnify and hold City harmless from and against any and all claims, liabilities or damages arising out of or related to construction of the public utility mains or appurtenances by Owner or its agents, contractors, consultants, engineers and employees. Provided, however, the Owner shall not be obligated to indemnify and hold the City harmless from any claims, liabilities or damages to the extent arising out of the City's failure to properly maintain, inspect, repair, and replace the public utility mains and appurtenances.

6. **INSURANCE:** The City shall, at its sole cost and expense, maintain in full force and effect during the term of this Easement, commercial general liability insurance covering claims for bodily injury, death, and property damage arising out of or in connection with the use of the Easement Parcel and the use, maintenance, inspection, repair, or replacement of the public utility mains and appurtenances within the Easement Parcel by the City and any party claiming through the City. Such insurance shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or such other amounts as may be reasonably agreed upon in writing by the parties, and shall name the Owner and its successors as an additional insured and certificate holder. Upon written request by Owner, the City shall provide a certificate of insurance evidencing such coverage. The City may satisfy this requirement through a program of self-insurance, provided that the City maintains a comparable level of coverage and provides reasonable evidence of such self-insurance to Owner upon request.

PIN: (Part of) 05-159-71

7. **ADDITIONAL DOCUMENTS:** The parties agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the executing party) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Easement.

8. **BINDING EFFECT:** The easement and dedication granted pursuant to this Easement shall run with the land and the benefits and burdens of this Easement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

9. **TRANSFER TAX:** This Easement is exempt from real estate transfer taxation under the provisions of MCL 207.505(a) and MCL 207.526(a).

[Signatures located on the following pages]

PIN: (Part of) 05-159-71

Longyear Realty Corporation,
a Michigan corporation

By: 

Name: Stephen J. Hicks

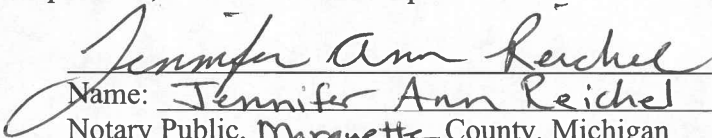
Title: President

STATE OF MICHIGAN)

COUNTY OF Marquette)

The foregoing document was acknowledged before me on 8-18, 2025, by Stephen J. Hicks, the President of Longyear Realty Corporation, a Michigan corporation, on behalf of the corporation.




Name: Jennifer Ann Reichel
Notary Public, Marquette County, Michigan
My Commission Expires: 3-29-31
Acting in the County of Marquette

PIN: (Part of) 05-159-71

City of Marquette,
a Michigan municipal corporation

By: _____
Name: Jessica Hanley
Title: Mayor

By: _____
Name: Kyle Whitney
Title: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

The foregoing document was acknowledged before me on _____, 2025, by Jessica Hanley, the Mayor, and Kyle Whitney, the Clerk of the City of Marquette, a Michigan municipal corporation.

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

Drafted By:

Michael Stroup
Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, MI 49504

**When Recorded
Return To:**

City of Marquette
Attn: Suzanne Larsen, City Attorney
300 W Baraga Avenue
Marquette, Michigan 49855

**Send Subsequent Tax
Bills To:**

City of Marquette
300 W Baraga Avenue
Marquette, Michigan 49855

27793397

PIN: (Part of) 05-159-71

EXHIBIT A

Legal Descriptions and Depictions of Easement Parcel

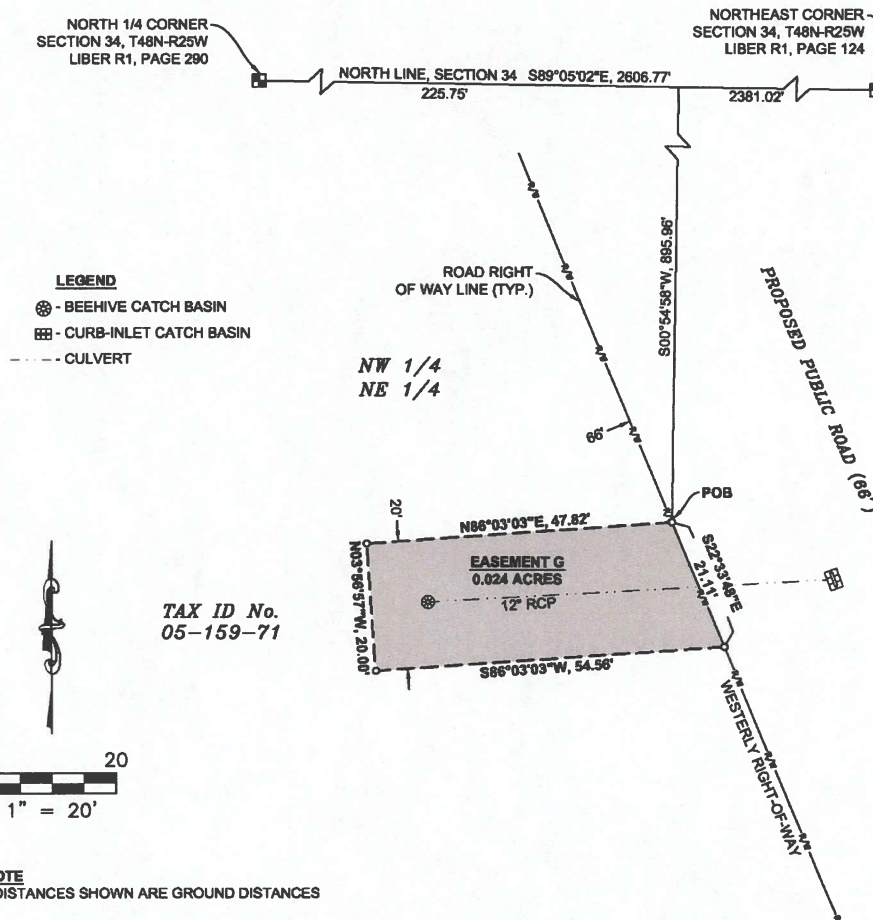
[attached]

EASEMENT EXHIBIT "A"

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

LEGAL DESCRIPTION - EASEMENT G

A 20-foot wide utilities easement which crosses part of the grantor's premises being part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as:
Commencing at the North 1/4 corner of Section 34; thence S89°05'02"E, 225.75 feet along the North line of Section 34; thence S00°54'58"W, 895.96 feet to the West right-of-way line of a proposed public road and to the Point of Beginning; thence S22°33'48"E, 21.11 feet along the West right-of-way line; thence S86°03'03"W, 54.56 feet; thence N03°56'57"W, 20.00 feet; thence N86°03'03"E, 47.82 feet to the Point of Beginning, containing 0.024 acres and subject to restrictions, reservations, rights-of-way and easements of record.



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

ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

NORTH

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

SEC. TWP. RANGE
34 48N 25W
MUNICIPALITY:
CITY OF
MARQUETTE

ENCROACHMENTS:
NONE

SHEET 1 OF 1

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

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

DATE: 08/14/2025



SURVEYORS CERTIFICATE: I hereby certify that I have surveyed and mapped the herein described parcel of land and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying.

SCALE: 1"= 20'

CLIENT: J.M. Longyear, LLC

APPROVED BY: SJB

JOB NO.: 2024-3280

DRAWN BY: JBS

DATE: 08/14/2025

PUBLIC UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement (“**Agreement**”) is made 8-18, 2025, by and between **Longyear Realty Corporation** (servient estate), a Michigan corporation, whose address is 210 N. Front Street, Marquette, Michigan 49855 (“**Owner**”), and **City of Marquette** (dominant estate), a Michigan municipal corporation whose address is 300 West Baraga Avenue, Marquette, Michigan 49855 (“**City**”).

RECITALS

A. Owner is the sole owner of the real property located in City of Marquette and said real property is Recorded in Document Number 2021R-03960 at the Marquette County Register of Deeds, commonly known as 2980 State Highway M-553, Marquette, Michigan 49855, and with PIN: 05-159-71, (“**Property**”). Owner has the right to grant the easement(s) and dedicate the improvement(s) as set forth in this Easement.

B. Owner has constructed certain mains and appurtenances for public utility services to be provided by the City to the Property in accordance with plans and specifications approved by the City.

C. Owner wishes to grant to the City easements for snow plowing and construction, maintenance, inspection, repair and replacement of the public utility mains and appurtenances over, across, under and within those portions of the Property described and depicted on the legal description attached as Exhibit A (“**Easement Parcel**”) and to dedicate to the City for public purposes the public utility mains and appurtenances located within the Easement Parcel.

EASEMENT

Accordingly, the parties agree as follows:

1. **GRANT OF EASEMENT:** Owner grants, for NO CONSIDERATION, to the City and its successors and assigns a perpetual, non-exclusive easement over, across, under and within the Easement Parcel for purposes of snow plowing and construction, maintenance, inspection, repair and replacement of the public utility mains and appurtenances located within the Easement Parcel together with the right of access, ingress and egress over, across, and within the Easement Parcel as reasonably required for purposes of such construction, maintenance, inspection, repair and replacement of such public utility mains and appurtenances. Notwithstanding the foregoing, the parties acknowledge that the easement will terminate by written agreement of the parties upon the City’s approval of future development plans on the Easement Parcel by Owner or its tenant or occupant.

2. **DEDICATION:** Owner hereby dedicates to the City for public purposes, which shall include the right of Owner and all owners and users of the Property, as part of the public, to use same, the public utility mains and appurtenances located within the Easement Parcel, and the City accepts the dedication of such public utility mains and appurtenances as public utilities to be maintained, inspected, repaired and replaced by the City. The City agrees to promptly repair any damage to the surface of the Easement Parcel resulting from the inspection,

maintenance, repair or replacement of the public utility mains and appurtenances within the Easement Parcel by the City or any party claiming through the City, and to restore the Easement Parcel to the condition existing prior to such work by the City. Provided, however, the City shall not be liable and responsible for any and all costs, expenses, repair or replacement arising out of or related to the defect in or faulty construction of the public utility mains and appurtenances, including construction not in accordance with the approved plans and specifications or arising from improper use of the public utility mains and appurtenances or the Easement Parcel by Owner or its agents, contractors, employees, guests, invitees, successors or assigns. The use of the Easement Parcel by the City and any party claiming through the City shall not materially interfere with the use and occupancy of the Property, and ingress and egress to and from the Property by Owner and its agents, contractors, employees, guests, invitees, successors or assigns.

3. **MAINTENANCE OF THE EASEMENT PARCEL:** Neither Owner nor its successors, transferees or assigns shall construct any buildings or improvements nor place any trees on the Easement Parcel nor make any change to the grade or surface of the Easement Parcel without prior written consent by the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Owner and its agents, contractors, employees, guests, invitees, successors or assigns reserve all rights respecting the Easement Parcel that are not granted to the City pursuant to this Agreement, including, without limitation, Owner's right to continue use of the Easement Parcel for purposes that do not materially interfere with City's rights and uses under this Easement, and shall be entitled to re-surface, repair, restore, and replace areas to keep them in their current condition. Any expansion or change in use by the Owner upon the Easement Parcel shall require the City's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, however, the parties agree that Owner may change, vary, expand and/or add additional uses of those portions of the Property other than the Easement Parcel, which includes any child parcels, parent parcels, subdivided parcels, or other division or reconfiguration of the Property pursuant to a condominium regime, a plat, a division, or otherwise, without need for any consent from the City.

4. **FURTHER EASEMENTS:** Owner shall not alter, repair or modify the public utility mains or appurtenances within the Easement Parcel without prior written consent by the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. **INDEMNIFICATION:** Owner shall indemnify and hold City harmless from and against any and all claims, liabilities or damages arising out of or related to construction of the public utility mains or appurtenances by Owner or its agents, contractors, consultants, engineers and employees. Provided, however, the Owner shall not be obligated to indemnify and hold the City harmless from any claims, liabilities or damages to the extent arising out of the City's failure to properly maintain, inspect, repair, and replace the public utility mains and appurtenances.

6. **INSURANCE:** The City shall, at its sole cost and expense, maintain in full force and effect during the term of this Easement, commercial general liability insurance covering claims for bodily injury, death, and property damage arising out of or in connection with the use of the Easement Parcel and the use, maintenance, inspection, repair, or replacement of the public utility mains and appurtenances within the Easement Parcel by the City and any party claiming through the City. Such insurance shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or such other amounts as may be reasonably agreed upon in writing by the parties, and shall name the Owner and its successors as an additional insured and certificate holder. Upon written request by Owner, the City shall provide a certificate of insurance evidencing such coverage. The City may satisfy this requirement through a program of self-insurance, provided that the City maintains a comparable level of coverage and provides reasonable evidence of such self-insurance to Owner upon request.

PIN: (Part of) 05-159-71

7. **ADDITIONAL DOCUMENTS:** The parties agree to execute, acknowledge and deliver such other instruments, documents or agreements (in customary form, reasonably acceptable to the executing party) as shall be reasonably necessary in order to fully bring into effect the intent and purpose of this Easement.

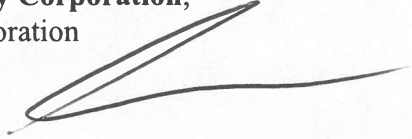
8. **BINDING EFFECT:** The easement and dedication granted pursuant to this Easement shall run with the land and the benefits and burdens of this Easement shall inure to the benefit of and be binding upon the parties and their respective successors, transferees and assigns.

9. **TRANSFER TAX:** This Easement is exempt from real estate transfer taxation under the provisions of MCL 207.505(a) and MCL 207.526(a).

[Signatures located on the following pages]

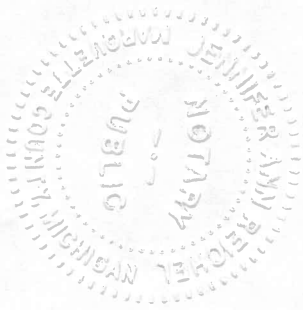
PIN: (Part of) 05-159-71

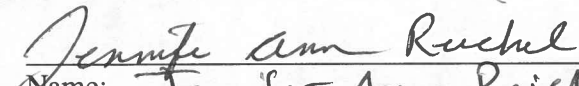
Longyear Realty Corporation,
a Michigan corporation

By: 
Name: Stephen J. Hicks
Title: President

STATE OF MICHIGAN)
)
COUNTY OF Marquette)

The foregoing document was acknowledged before me on 8-18, 2025, by Stephen J. Hicks, the President of Longyear Realty Corporation, a Michigan corporation, on behalf of the corporation.




Name: Jennifer Ann Reichel
Notary Public, Marquette County, Michigan
My Commission Expires: 3-21-31
Acting in the County of Marquette

PIN: (Part of) 05-159-71

City of Marquette,
a Michigan municipal corporation

By: _____
Name: Jessica Hanley
Title: Mayor

By: _____
Name: Kyle Whitney
Title: Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

The foregoing document was acknowledged before me on _____, 2025, by Jessica Hanley, the Mayor, and Kyle Whitney, the Clerk of the City of Marquette, a Michigan municipal corporation.

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

Drafted By:

Michael Stroup
Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, MI 49504

When Recorded
Return To:

City of Marquette
Attn: Suzanne Larsen, City Attorney
300 W Baraga Avenue
Marquette, Michigan 49855

Send Subsequent Tax Bills To:

City of Marquette
300 W Baraga Avenue
Marquette, Michigan 49855

27793399

PIN: (Part of) 05-159-71

EXHIBIT A

Legal Descriptions and Depictions of Easement Parcel

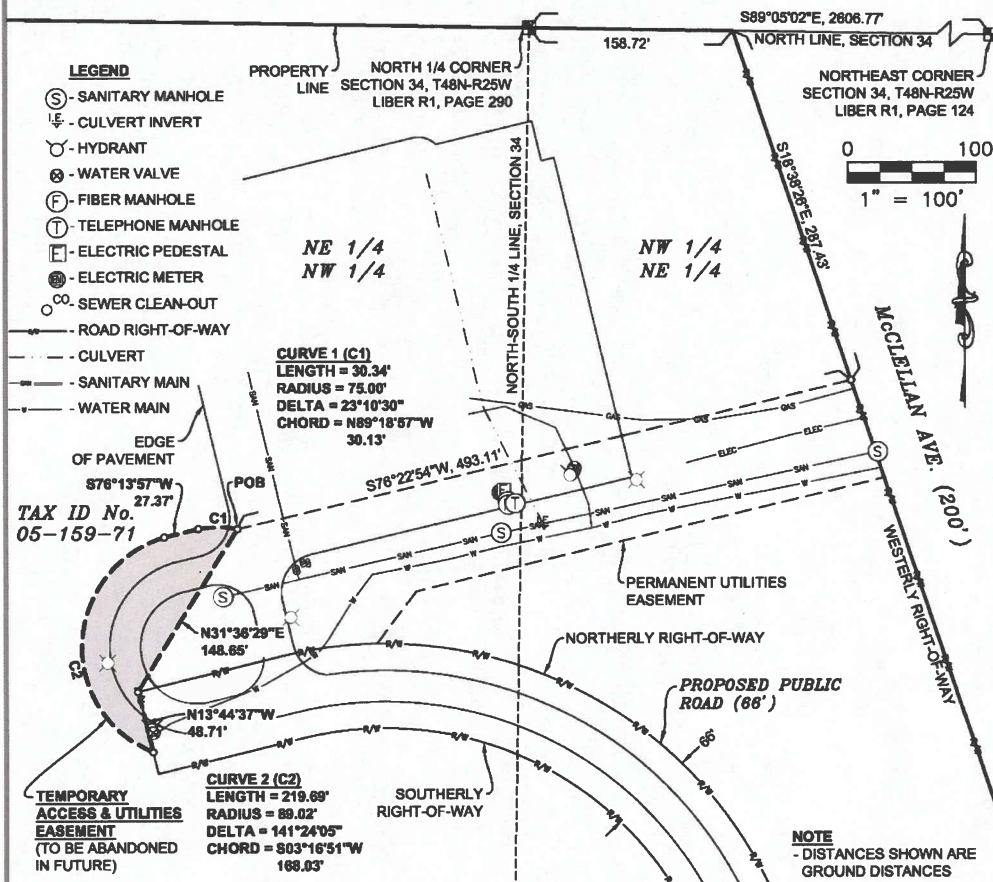
[attached]

EASEMENT EXHIBIT "A"

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

LEGAL DESCRIPTION - TEMPORARY ACCESS & UTILITIES EASEMENT H

A temporary variable width access and utilities easement which crosses part of the grantor's premises across part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as: Commencing at the North 1/4 corner of Section 34; thence S89°05'02"E, 158.72 feet along the North line of Section 34 to the West right-of-way line of McClellan Avenue; thence S18°38'26"E, 287.43 feet along the West right-of-way line of McClellan Avenue; thence S76°22'54"W, 493.11 feet to a curve and the Point of Beginning; thence 30.34 feet along a curve to the Left, having a Radius of 75.00 feet, a Delta angle of 23°10'30", and a Chord bearing N89°18'57"W, 30.13 feet; thence S76°13'57"W, 27.37 feet to a curve; thence 219.69 feet along a curve to the Left, having a Radius of 89.02 feet, a Delta angle of 141°24'05", and a Chord bearing S03°16'51"W, 168.03 feet to the West end of a proposed public road right-of-way; thence N13°44'37"W, 48.71 feet to the North right-of-way line of the proposed public road; thence N31°36'29"E, 148.65 feet to the Point of Beginning, containing 0.220 acres and subject to restrictions, reservations, rights-of-way and easements of record.



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

ESCANABA, MICHIGAN PHOENIX, ARIZONA MARSHALL, MICHIGAN SUPERIOR, WISCONSIN

NORTH

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

SEC. TWP. RANGE
34 48N 25W

MUNICIPALITY:
CITY OF
MARQUETTE

ENCROACHMENTS:
NONE

SHEET 1 OF 1

TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC

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

DATE: 08/14/2024



SURVEYORS CERTIFICATE: I hereby certify that I have surveyed and mapped the herein described parcel of land and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying.

SCALE: 1"= 100'

CLIENT: J.M. Longyear, LLC

APPROVED BY: SJB

JOB NO.: 2024-3280

DRAWN BY: JBS

DATE: 08/14/2025

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on _____, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property and wishes to dedicate a portion of this property for Beecher Street right of way, and

Whereas this right of way will serve as a public street and utility right of way for Beecher Street.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

A 66-foot-wide proposed public road being part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), and part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) Section 34, T48N-R25W, City of Marquette, Marquette County, Michigan described as:

Commencing at the North 1/4 corner of Section 34; thence S89°05'02"E, 158.72 feet along the North line of Section 34 to the West right-of-way line of McClellan Avenue; thence S18°38'26"E, 1077.73 feet along the West right-of-way line of McClellan Avenue to a curve on the North right-of-way line of the proposed public road, and the Point of Beginning; thence 251.09 feet along the North right-of-way of the proposed public road on a curve to Right, having a Radius of 167.00 feet, a Delta angle of 86°08'46", and a Chord bearing N65°38'10"W, 228.10 feet; thence N22°33'48"W, 264.44 feet along the North right-of-way line of the proposed public road to a curve; thence 471.82 feet along the North right-of-way line of the proposed public road on a curve to Left, having a Radius of 330.00 feet, a Delta angle of 81°10'50", and a Chord bearing N63°09'12"W, 433.33 feet; thence S76°15'23"W, 117.23 feet along the North right-of-way line of the proposed public road; thence S13°44'37"E, 66.00 feet to the South right-of-way line of the proposed public road; thence N76°15'23"E, 117.23 feet along the South right-of-way line of the proposed public road to a curve; thence 378.30 feet along the South right-of-way line of the proposed public road on a curve to Right, having a Radius of 267.00 feet, a Delta angle of 81°10'50", and a Chord bearing S63°09'12"E, 347.44 feet; thence S22°33'48"E, 264.44 feet along the South right-of-way line of the proposed public road to a curve; thence 350.24 feet along the South right-of-way line of the proposed public road on a curve to Left, having a Radius of 233.00 feet, a Delta angle of 86°07'36", and a Chord bearing S65°37'35"E, 318.19 feet to the West right-of-way line of McClellan Avenue; thence N18°38'26"W, 66.00 feet along the West right-of-way line of McClellan Avenue to the Point of Beginning, containing 1.685 acres, and subject to restrictions, reservations, rights of way and easements of record.

2. That said right-of-way is under the control of the City of Marquette.
3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

Jessica Hanley, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

RESOLUTION FOR STREET ADDITION CERTIFICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on _____, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette on August 25, 2025 acquired title to Beecher Street; and

Whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended; and

Whereas Section 42-78 of the Marquette City Code requires new streets be named by City Commission resolution.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4) and part of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4) of Section Thirty-Four (34), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Section 34 and Section 27; thence S89°05'01"E along the section line common to said sections 158.72 feet to the westerly Right of Way of M-553; thence S18°38'26"E along said right of way 1110.73 feet to the Point of Beginning of the centerline of Beecher Street;

Thence northwesterly along said centerline and curve to the right 300.67 feet, said curve having a radius of 200.00 feet and a delta of 86°08'06", the chord of which bears N65°37'50"W a distance of 273.14 feet; thence N22°33'48"W along said centerline 264.44 feet; thence northwesterly along said centerline and curve to the left 425.06 feet, said curve having a radius of 300.00 feet and a delta of 81°10'50", the chord of which bears N63°09'12"W a distance of 390.39 feet; thence S76°15'23"W along said centerline 117.23 feet to the Point of Ending.

Said centerline of Beecher Street is 1,107.40 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

2. That said street is located within a City right-of-way and is under the control of the City of Marquette.
3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2025.
5. That said street shall be officially named Beecher Street and shall be included on the official city street map for the City of Marquette.

Resolution duly adopted by roll call vote.

Date: _____

Jessica Hanley, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

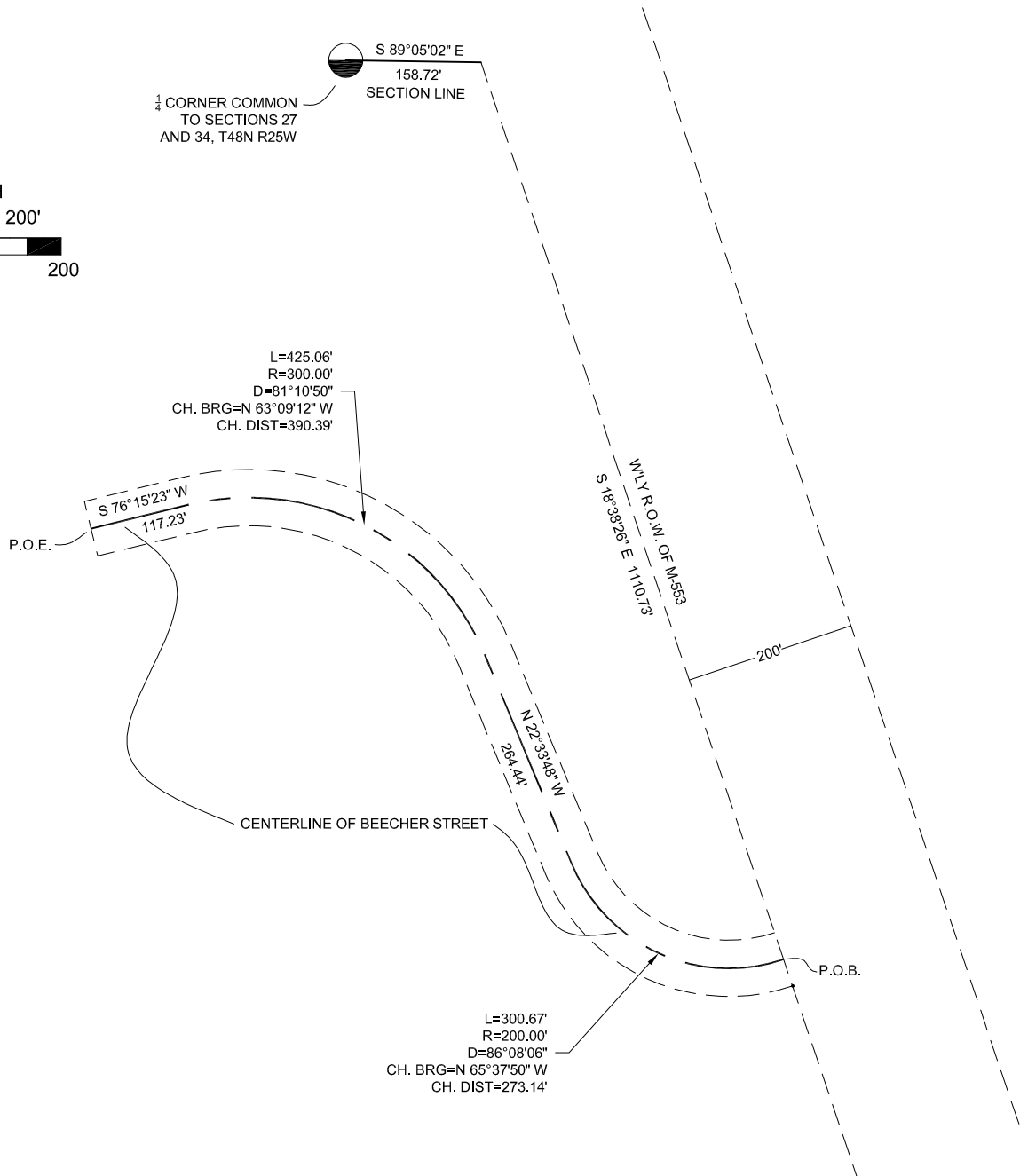
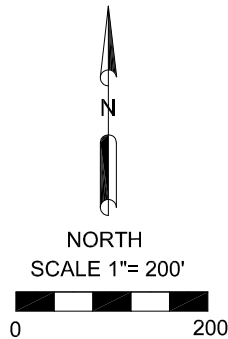
Kyle Whitney, City Clerk

City of Marquette

BEECHER STREET

ACT 51, PA OF 1951 LOCAL STREET SYSTEM

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
AUGUST 6, 2025
SHEET 1 OF 1

NOTES:

1. BEECHER STREET CENTERLINE FROM P.O.B. TO P.O.E. IS 1,107.40' IN LENGTH.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.

BEECHER STREET ACT 51 CENTERLINE LEGAL DESCRIPTION

Part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4) and part of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4) of Section Thirty-Four (34), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Section 34 and Section 27; thence S89°05'01"E along the section line common to said sections 158.72 feet to the westerly Right of Way of M-553; thence S18°38'26"E along said right of way 1110.73 feet to the Point of Beginning of the centerline of Beecher Street;

Thence northwesterly along said centerline and curve to the right 300.67 feet, said curve having a radius of 200.00 feet and a delta of 86°08'06", the chord of which bears N65°37'50"W a distance of 273.14 feet; thence N22°33'48"W along said centerline 264.44 feet; thence northwesterly along said centerline and curve to the left 425.06 feet, said curve having a radius of 300.00 feet and a delta of 81°10'50", the chord of which bears N63°09'12"W a distance of 390.39 feet; thence S76°15'23"W along said centerline 117.23 feet to the Point of Ending.

Said centerline of Beecher Street is 1,107.40 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

Date: August 6, 2025

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ24-555

J:\Projects\MQ24-555 Able Way\Field Construction Related\All Survey\Legal Descriptions\MQ24-555 Beecher Street Act 51 Centerline Legal Description (250806).doc

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

Consent Agenda - Roll Call Vote

Resolution- Addition of Hemlock Drive and Nuthatch Lane - Roll Call Vote

BACKGROUND:

The construction of Hemlock Drive and Nuthatch Lane were recently completed. This project went through a comprehensive City planning process and the road and utilities were constructed to City standards. The right of way was recently conveyed to the City as part of the recorded Condominium master deed. In order to adopt the streets into the City's Act 51 street network a resolution is required.

FISCAL EFFECT:

The City will receive \$1,292.03 in additional state revenue sharing annually beginning in 2026.

RECOMMENDATION:

Authorize the Mayor and City Clerk to sign the Resolution for the addition of Hemlock Drive and Nuthatch Lane into the City of Marquette Act 51 Local Street Network.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ ACT 51 Resolution - Nuthatch Lane
- ▣ Nuthatch ACT 51 Legal Description and Sketch
- ▣ ACT 51 Resolution - Hemlock Drive
- ▣ Hemlock ACT 51 Legal Description and Sketch

RESOLUTION FOR STREET ADDITION CERTIFICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on _____, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette on November 8, 2024 acquired title to Nuthatch Lane; and

Whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended; and

Whereas Section 42-78 of the Marquette City Code requires new streets be named by City Commission resolution.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of the North Half (N½) of the Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Section 34 and Section 27; thence S89°05'01"E along the section line common to said sections 831.52 feet; thence S00°54'59"W perpendicular to said section line 620.36 feet to the centerline of Hemlock Drive and the Point of Beginning of the centerline of Nuthatch Lane;

Thence N17°19'49"W along the centerline of Nuthatch Lane 136.45 feet; thence northerly along the centerline of Nuthatch Lane and a curve to the right 91.62 feet, said curve having a radius of 210.00 feet and a delta of 24°59'49", the chord of which bears N04°49'55"W a distance of 90.89 feet; thence N07°40'00"E along the centerline of Nuthatch Lane 103.41 feet; thence northerly along the centerline of Nuthatch Lane and a curve to the right 21.93 feet, said curve having a radius of 44.00 feet and a delta of 28°33'36", the chord of which bears N21°56'48"E a distance of 21.71 feet; thence N36°13'36"E along the centerline of Nuthatch Lane 121.38 feet to the Point of Ending.

Said centerline of Nuthatch Lane is 474.78 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

2. That said street is located within a City right-of-way and is under the control of the City of Marquette.
3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2025.
5. That said street shall be officially named Nuthatch Lane and shall be included on the official city street map for the City of Marquette.

Resolution duly adopted by roll call vote.

Date: _____

Jessica Hanley, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle L. Whitney, City Clerk

City of Marquette

NUTHATCH LANE ACT 51 CENTERLINE LEGAL DESCRIPTION

Part of the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Section 34 and Section 27; thence S89°05'01"E along the section line common to said sections 831.52 feet; thence S00°54'59"W perpendicular to said section line 620.36 feet to the centerline of Hemlock Drive and the Point of Beginning of the centerline of Nuthatch Lane;

Thence N17°19'49"W along the centerline of Nuthatch Lane 136.45 feet; thence northerly along the centerline of Nuthatch Lane and a curve to the right 91.62 feet, said curve having a radius of 210.00 feet and a delta of 24°59'49", the chord of which bears N04°49'55"W a distance of 90.89 feet; thence N07°40'00"E along the centerline of Nuthatch Lane 103.41 feet; thence northerly along the centerline of Nuthatch Lane and a curve to the right 21.93 feet, said curve having a radius of 44.00 feet and a delta of 28°33'36", the chord of which bears N21°56'48"E a distance of 21.71 feet; thence N36°13'36"E along the centerline of Nuthatch Lane 121.38 feet to the Point of Ending.

Said centerline of Nuthatch Lane is 474.78 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

Date: June 17, 2025

Prepared for: City of Marquette

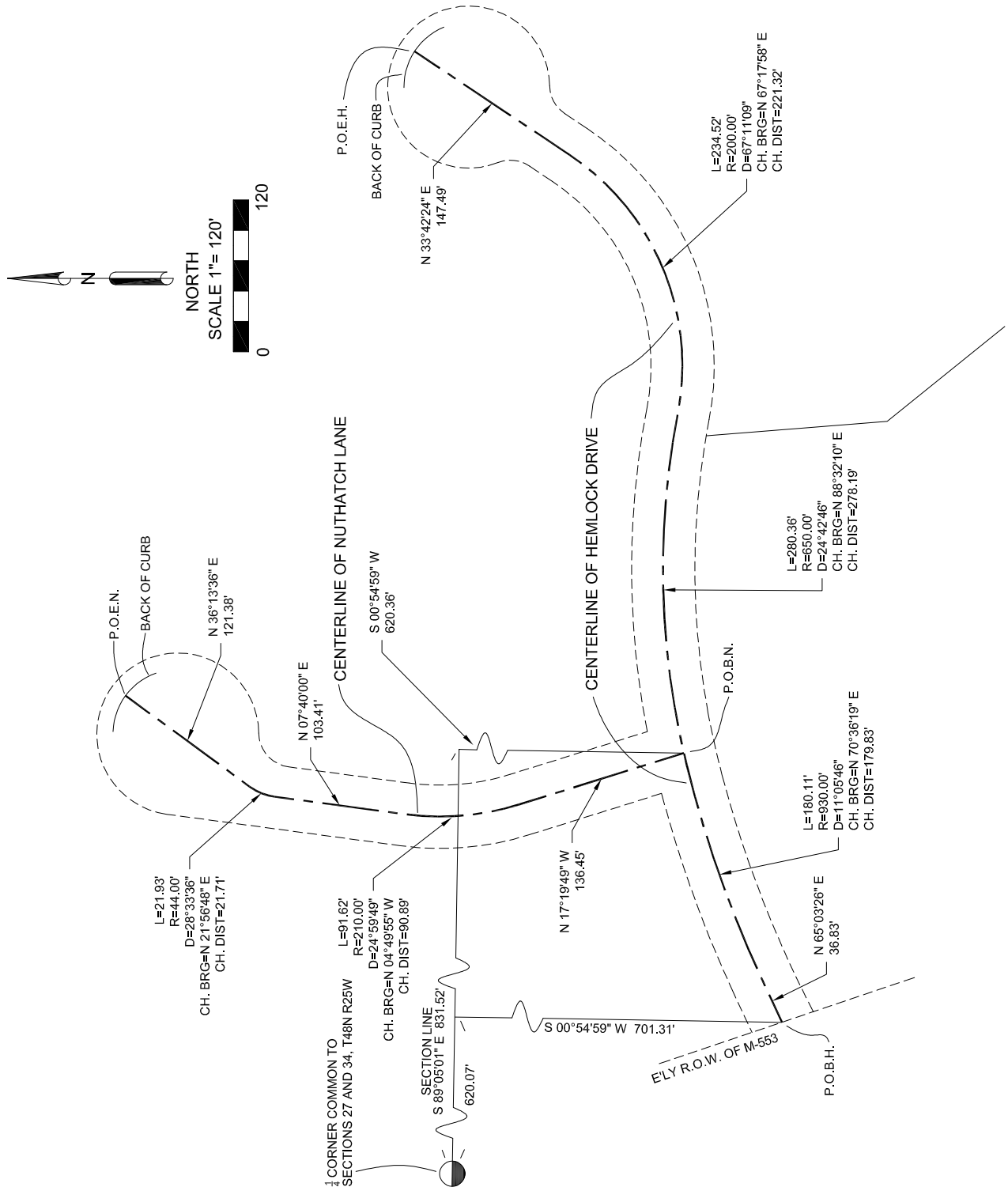
City of Marquette Engineering Department Job No: MQ22-106

J:\Projects\MQ22-106 Hemlock Park Development\Field Construction Related\All Survey\Survey Drawings\PA 51\MQ22-106 Nuthatch Lane Act 51 Centerline Legal Description (250617).doc

HEMLOCK DRIVE AND NUTHATCH LANE

ACT 51, PA OF 1951 LOCAL STREET SYSTEM

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JUNE 17, 2025
SHEET 2 OF 2

NOTES:

1. HEMLOCK DRIVE CENTERLINE FROM P.O.B. TO P.O.E. IS 879.31' IN LENGTH.
2. NUTHATCH LANE CENTERLINE FROM P.O.B. TO P.O.E. IS 474.78' IN LENGTH.
3. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
4. ALL BEARINGS AND DISTANCE CALCULATED FROM HEMLOCK PARK CONDOMINIUM SUBDIVISION, TRIMEDIA JN: 2024-0860

RESOLUTION FOR STREET ADDITION CERTIFICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on _____, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette on November 8, 2024 acquired title to Hemlock Drive; and

Whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended; and

Whereas Section 42-78 of the Marquette City Code requires new streets be named by City Commission resolution.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of the North Half (N½) of the Northeast Quarter (NE1/4) of Section Thirty-Four (34), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Section 34 and Section 27; thence S89°05'01"E along the section line common to said sections 620.07 feet; thence S00°54'59"W perpendicular to said section line 701.31 feet to the easterly Right of Way of M-553 and the Point of Beginning of the centerline of Hemlock Drive;

Thence N65°03'26"E along said centerline 36.83 feet; thence easterly along said centerline and curve to the right 180.11 feet, said curve having a radius of 930.00 feet and a delta of 11°05'46", the chord of which bears N70°36'19"E a distance of 179.83 feet; thence easterly along said centerline and a curve to the right 280.36 feet, said curve having a radius of 650.00 feet and a delta of 24°42'46", the chord of which bears N88°32'10"E a distance of 278.19 feet; thence northeasterly along said centerline and a curve to the left 234.52 feet, said curve having a radius of 200.00 feet and a delta of 67°11'09", the chord of which bears N67°17'58"E a distance of 221.32 feet; thence N33°42'24"E along said centerline 147.49 feet to the Point of Ending.

Said centerline of Hemlock Drive is 879.31 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

2. That said street is located within a City right-of-way and is under the control of the City of Marquette.

3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2025.
5. That said street shall be officially named Hemlock Drive and shall be included on the official city street map for the City of Marquette.

Resolution duly adopted by roll call vote.

Date: _____

Jessica Hanley, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle Whitney, City Clerk

City of Marquette

HEMLOCK DRIVE ACT 51 CENTERLINE LEGAL DESCRIPTION

Part of the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Section 34 and Section 27; thence S89°05'01"E along the section line common to said sections 620.07 feet; thence S00°54'59"W perpendicular to said section line 701.31 feet to the easterly Right of Way of M-553 and the Point of Beginning of the centerline of Hemlock Drive;

Thence N65°03'26"E along said centerline 36.83 feet; thence easterly along said centerline and curve to the right 180.11 feet, said curve having a radius of 930.00 feet and a delta of 11°05'46", the chord of which bears N70°36'19"E a distance of 179.83 feet; thence easterly along said centerline and a curve to the right 280.36 feet, said curve having a radius of 650.00 feet and a delta of 24°42'46", the chord of which bears N88°32'10"E a distance of 278.19 feet; thence northeasterly along said centerline and a curve to the left 234.52 feet, said curve having a radius of 200.00 feet and a delta of 67°11'09", the chord of which bears N67°17'58"E a distance of 221.32 feet; thence N33°42'24"E along said centerline 147.49 feet to the Point of Ending.

Said centerline of Hemlock Drive is 879.31 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

Date: June 17, 2025

Prepared for: City of Marquette

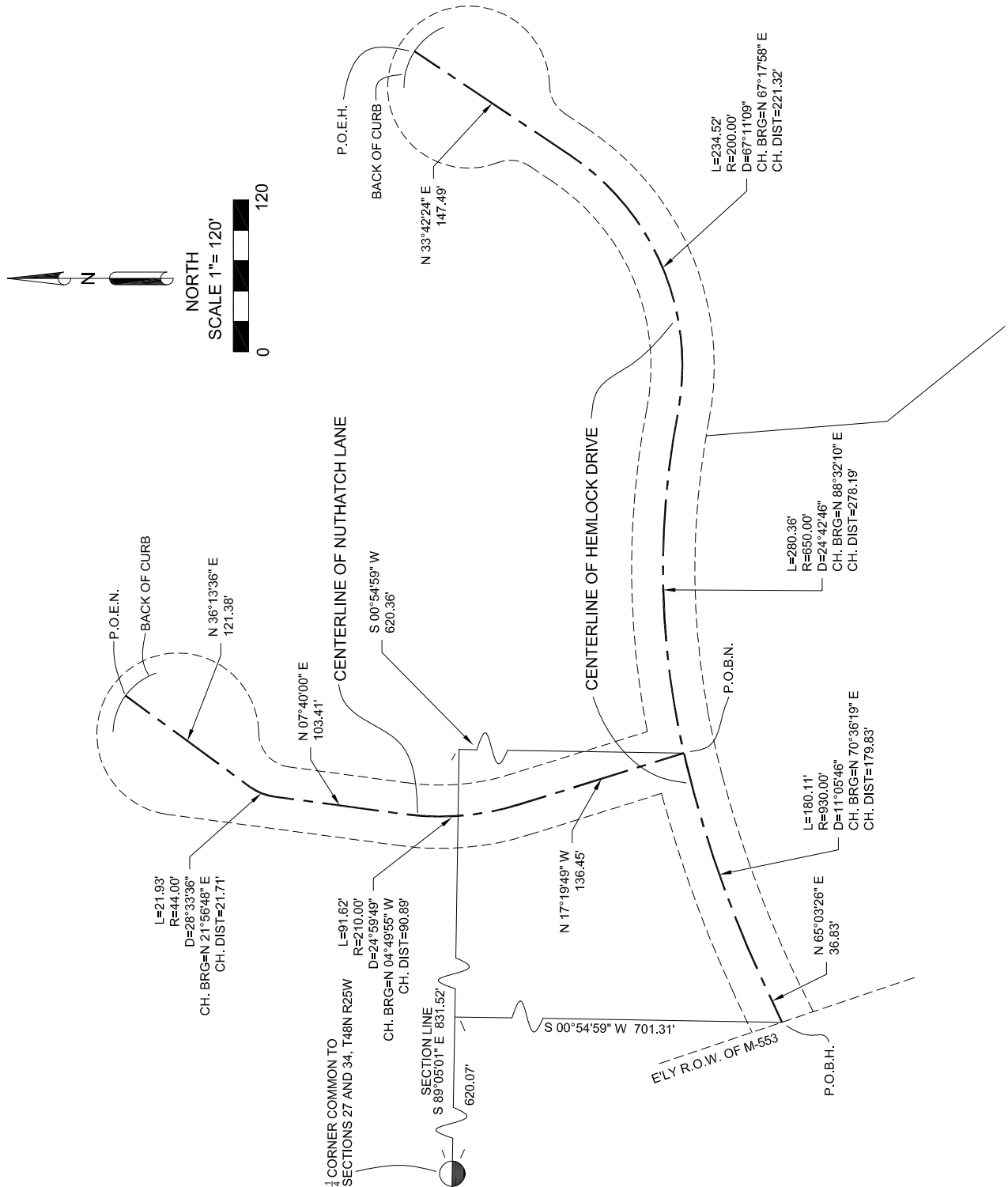
City of Marquette Engineering Department Job No: MQ22-106

J:\Projects\MQ22-106 Hemlock Park Development\Field Construction Related\All Survey\Survey Drawings\PA 51\MQ22-106 Hemlock Drive Act 51 Centerline Legal Description (250617).doc

HEMLOCK DRIVE AND NUTHATCH LANE

ACT 51, PA OF 1951 LOCAL STREET SYSTEM

CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JUNE 17, 2025
SHEET 2 OF 2

NOTES:

- HEMLOCK DRIVE CENTERLINE FROM P.O.B. TO P.O.E. IS 879.31' IN LENGTH.
- NUTHATCH LANE CENTERLINE FROM P.O.B. TO P.O.E. IS 474.78' IN LENGTH.
- THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
- ALL BEARINGS AND DISTANCE CALCULATED FROM HEMLOCK PARK CONDOMINIUM SUBDIVISION, TRIMEDIA JN: 2024-0860

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

Consent Agenda - Roll Call Vote

Resolution- Addition of Hospital Drive - Roll Call Vote

BACKGROUND:

The City constructed Hospital Drive in 2017 and final conveyance of right of ways at US41 were recently reviewed and completed by MDOT which establishes jurisdictional boundaries on Hospital Drive. In order to add this road into the City's ACT51 major street network, a resolution is required.

FISCAL EFFECT:

The City will receive \$1,031.79 in additional state revenue sharing beginning in 2026.

RECOMMENDATION:

Authorize the Mayor and City Clerk to sign the Resolution for the addition of Hospital Drive into the City of Marquette Act 51 Major Street Network.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ ACT 51 Resolution - Hospital Drive
- ▣ Hospital Drive ACT 51 Legal Description and Sketch

RESOLUTION FOR STREET ADDITION CERTIFICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on _____, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette on February 16, 2022 acquired title to Hospital Drive; and

Whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended; and

Whereas Section 42-78 of the Marquette City Code requires new streets be named by City Commission resolution.

NOW THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

Part of the East Half of the East Half (E ½- E ½) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 214.82 feet; thence N89°07'38"W perpendicular to said section and westerly lines 577.35 feet to the centerline of Baraga Avenue and the Point of Beginning of the centerline of Hospital Drive;

Thence S10°47'21"W along the centerline of Hospital Drive 6.74 feet; thence S23°30'48"W along the centerline of Hospital Drive 62.11 feet; thence southerly along the centerline of Hospital Drive and a curve to the left 61.20 feet, said curve having a radius of 200.00 feet and a delta of 17°31'57", the chord of which bears S14°44'50"W a distance of 60.96 feet; thence S05°58'52"W along the centerline of Hospital Drive 18.26 feet; thence southerly along the centerline of Hospital Drive and a curve to the right 67.66 feet, said curve having a radius of 200.00 feet and a delta of 19°22'59", the chord of which bears S15°40'21"W a distance of 67.34 feet to the northerly Right of Way of US-41/ M-28 and the centerline Point of Ending.

Said centerline of Hospital Drive is 215.97 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND NOT INTENDED TO DESCRIBE RIGHT OF WAY.

2. That said street is located within a City right-of-way and is under the control of the City of Marquette.

3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2025.
5. That said street shall be officially named Hospital Drive and shall be included on the official city street map for the City of Marquette

Resolution duly adopted by roll call vote.

Date: _____

Jessica Hanley, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

Kyle Whitney, City Clerk

City of Marquette

**HOSPITAL DRIVE
ACT 51 CENTERLINE LEGAL DESCRIPTION**

Part of the East Half of the East Half (E ½- E ½) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 214.82 feet; thence N89°07'38"W perpendicular to said section and westerly lines 577.35 feet to the centerline of Baraga Avenue and the Point of Beginning of the centerline of Hospital Drive;

Thence S10°47'21"W along the centerline of Hospital Drive 6.74 feet; thence S23°30'48"W along the centerline of Hospital Drive 62.11 feet; thence southerly along the centerline of Hospital Drive and a curve to the left 61.20 feet, said curve having a radius of 200.00 feet and a delta of 17°31'57", the chord of which bears S14°44'50"W a distance of 60.96 feet; thence S05°58'52"W along the centerline of Hospital Drive 18.26 feet; thence southerly along the centerline of Hospital Drive and a curve to the right 67.66 feet, said curve having a radius of 200.00 feet and a delta of 19°22'59", the chord of which bears S15°40'21"W a distance of 67.34 feet to the northerly Right of Way of US-41/ M-28 and the centerline Point of Ending.

Said centerline of Hospital Drive is 215.97 feet in length.

SCRIVENER'S NOTE: THE ABOVE DESCRIBED CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND NOT INTENDED TO DESCRIBE RIGHT OF WAY.

Prepared by: S. Holmquist

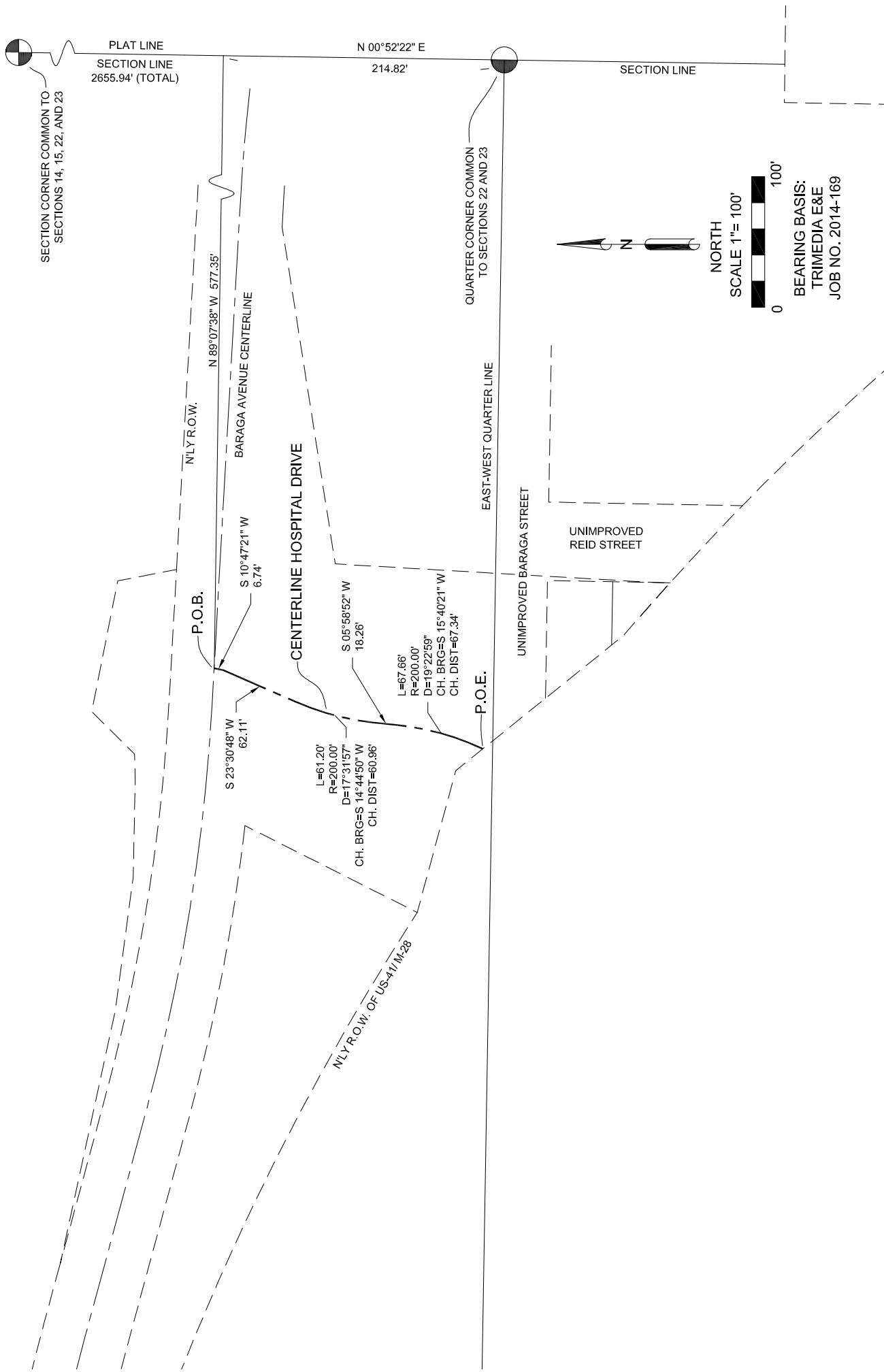
Date: June 11, 2025

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ15-020

J:\Projects\MQ15-020 and MQ17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variances\Legal Descriptions\Hospital Drive\MQ15-020 Hospital Drive - PA 51 Legal (250610).doc

HOSPITAL DRIVE
ACT 51, P.A. OF 1951 LOCAL STREET SYSTEM
CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JUNE 11, 2025
SHEET 2 OF 2
JOB NO. MQ15-020

NOTES:
1. HOSPITAL DRIVE CENTERLINE FROM P.O.B. TO P.O.E. IS 215.97' IN LENGTH.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
3. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM TRIMEDIA E&E JOB NO. 2014-169, LITTLEJOHN LEA NO. 20130197 PLAN FOR THE MARQUETTE REPLACEMENT HOSPITAL, DLZ US-41 ROUNDABOUT PLAN AND CITY OF MARQUETTE BARAGA AVENUE RE-ALIGNMENT.
4. THE ABOVE SHOWN CENTERLINE IS FOR P.A. 51 OF 1951, AS AMENDED, PURPOSES ONLY AND IS NOT INTENDED TO DESCRIBE RIGHT OF WAY.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

Consent Agenda - Roll Call Vote
Sale of Surplus Equipment

BACKGROUND:

City staff auctions or sells and trades obsolete equipment based on operational needs. A 2014 Ford Taurus, 2006 Ford F250, 2009 Ford F250, and a 2001 Pierce Enforcer Fire Truck have been recommended for sale due to high maintenance issues and frame corrosion.

FISCAL EFFECT:

Proceeds from the sale of these vehicles will be credited to the City's Motor Pool Fund - Sale of Fixed Assets.

RECOMMENDATION:

Declare a 2014 Ford Taurus, 2006 Ford F250, 2009 Ford F250, and a 2001 Pierce Enforcer Fire Truck as surplus, and authorize City staff to prepare the vehicles for trade in or sale.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Sale of Surplus Equipment

Consent Agenda item for August 25th Meeting

TITLE:

Sale of Surplus Equipment

BACKGROUND:

City staff auctions or sells and trades obsolete equipment based on operational needs. A 2014 Ford Taurus, 2006 Ford F250, 2009 Ford F250, and a 2001 Pierce Enforcer Fire Truck have been recommended for sale due to high maintenance issues and frame corrosion.

FISCAL EFFECT:

Proceeds from the sale of this vehicle will be credited to the City's Motor Pool Fund - Sale of Fixed Assets

RECOMMENDATION:

Declare a 2014 Ford Taurus, 2006 Ford F250, 2009 Ford F250, and a 2001 Pierce Enforcer Fire Truck as surplus and authorize City staff to prepare the vehicle for trade in or sale.

ALTERNATIVES:

As determined by the Commission.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

Consent Agenda - Roll Call Vote **Wright Street Sidewalk Easement**

BACKGROUND:

The City obtained grant funding through the MDOT small urban program which will fund roadway and sidewalk expenses for a proposed 2026 street/utility reconstruction project on Wright Street between Sugarloaf Avenue and Van Evera Street. To meet the recommendations of the Community Master Plan along with the City complete streets policy, a sidewalk extension is planned for the south side of the roadway. Due to lack of space within the existing right of way a sidewalk easement is needed. Northern Michigan University has agreed to grant this easement to the City.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the attached sidewalk easement, and authorize the Mayor and Clerk to sign the document.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Sidewalk Easement
- ▣ Sidewalk Easement Exhibit

SIDEWALK EASEMENT

THIS INDENTURE, made _____, 2025, between, **BOARD OF TRUSTEES FOR NORTHERN MICHIGAN UNIVERSITY**, a Michigan higher education institution with offices located at 1401 Presque Isle Avenue, Marquette, Michigan 49855, party of the first part, and the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 West Baraga Avenue, Marquette, Michigan 49855, party of the second part,

WITNESSETH, That the said party of the first part, does hereby grant unto said party of the second part, a perpetual easement for the right to install and maintain a sidewalk fronting Wright Street as depicted on the attached Exhibit A, and as specifically described as being within the City of Marquette, County of Marquette, and State of Michigan as follows, to wit:

Part of Lot One (1) of Block Eleven (11) of the Amended Plat of Woodlawn Park Addition, and the North Seven (7) feet of Lot One (1) of Block Two (2) of the Plat of Woodlawn Park Addition, in Section Fourteen (14), Township Forty-Eight North Range Twenty-Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, more particularly described as:

Commencing at the Section Corner common to Sections 10, 11, 14, and 15; thence S01°29'35"W along the line common to Sections 14 and 15 a distance of 29.11 feet to the northwest corner of said Lot 1 of Block 11; thence S89°20'12"E along the north line of said Lot 1 of Block 11 and southerly Right of Way (R.O.W.) of Wright Street 171.70 feet to the Point of Beginning;

Thence continuing S89°20'12"E along said southerly R.O.W. a distance of 823.35 feet to the Northeast corner of said Lot 1 of Block 2 and the westerly R.O.W. of Van Evera Avenue; thence S01°27'42"W along said westerly R.O.W. a distance of 7.00 feet; thence N89°20'12"W parallel with said southerly R.O.W. a distance of 789.23 feet; thence S79°01'58"W 49.88 feet to the easterly R.O.W. of Tracy Avenue as recorded in Document 2017R-05060/ 2017R-05667; thence N41°40'24"E along said easterly R.O.W. a distance of 22.60 feet to the Point of Beginning.

The above described parcels contain 0.13 acre, more or less, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

The party of the first part covenants and agrees that this easement, for the purposes stated above, shall run with the land and shall be binding on its successors and assigns.

The party of the second part covenants and agrees that party of the first part shall have no obligation to install or maintain any part of the sidewalk within the easement premises.

IN WITNESS WHEREOF, the said parties have caused this document to be executed the day and year first written above.

Dated this 24th day of July, 2025.

NORTHERN MICHIGAN UNIVERSITY

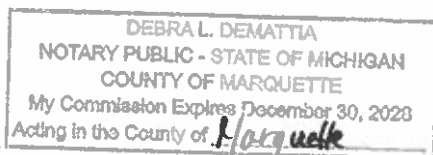


By: R. Gavin Leach
Its: Interim President

STATE OF MICHIGAN)

COUNTY OF MARQUETTE)

Acknowledged before me in the County of Marquette, State of Michigan, on July 24, 2025, by R. Gavin Leach Interim President of Northern Michigan University.




Debra L. DeMattia, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 12-30-28
Acting in the County of Marquette

CITY OF MARQUETTE

By: Jessica Hanley
Its: Mayor

By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)

COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____, 2025, by
Jessica Hanley, Mayor, and Kyle Whitney, Clerk, of the City of Marquette.

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

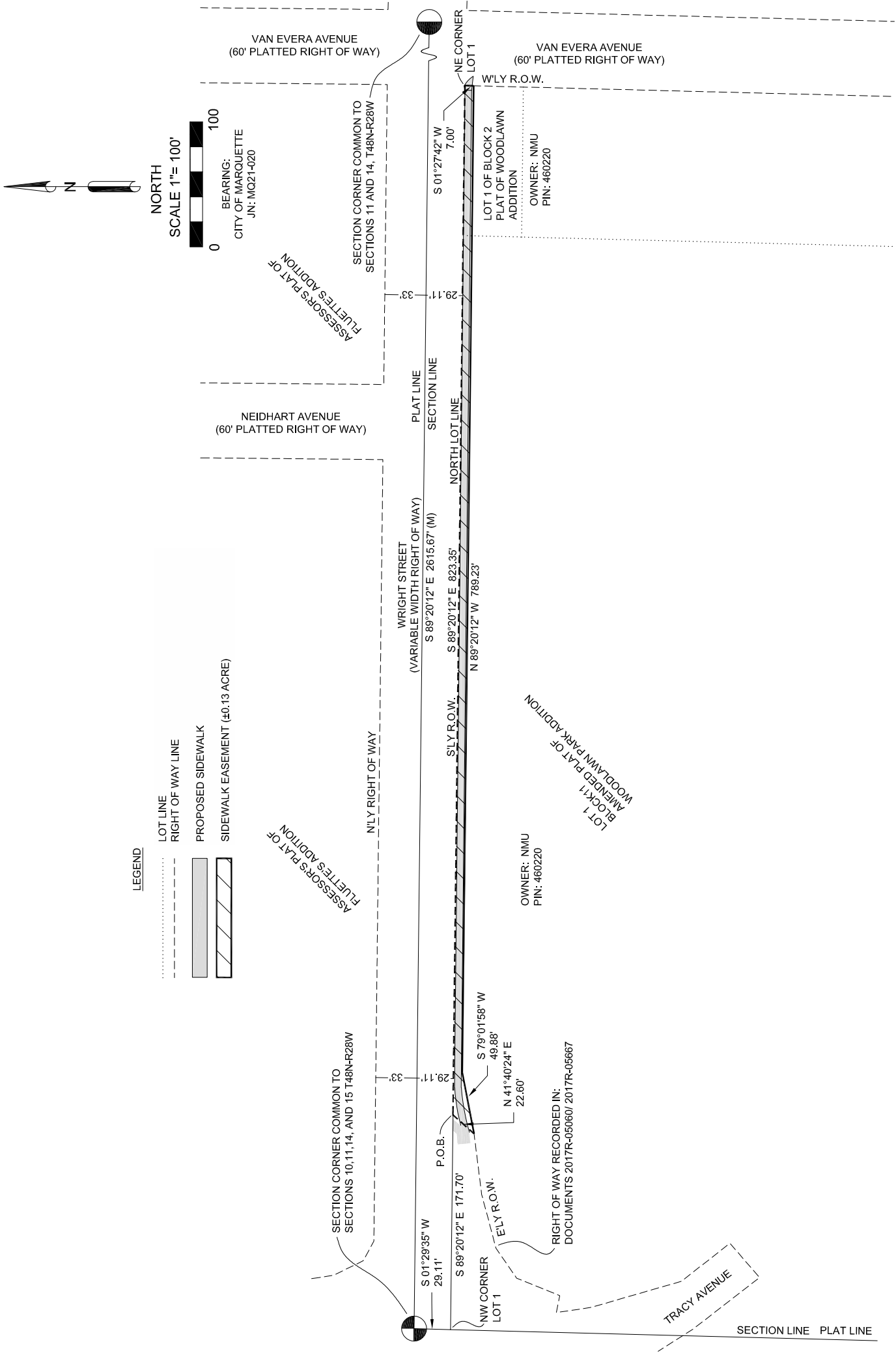
APPROVED AS TO CONTENT:

Karen M. Kovacs, City Manager

Prepared by:
Suzanne C. Larsen (P57017)
City of Marquette
300 W. Baraga Avenue
Marquette, MI 49855
906-225-8563

EASEMENT SKETCH - EXHIBIT A

A SIDEWALK EASEMENT ACROSS PART OF LOT 1 OF BLOCK 11 OF THE AMENDED PLAT OF WOODLAWN PARK ADDITION, AND ACROSS THE NORTH 7' OF LOT 1 OF BLOCK 2 OF WOODLAWN PARK ADDITION, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
JUNE 4, 2025
SHEET 1 OF 1
JN: MQ21-020 WRIGHT STREET

NOTES:
1. THIS SKETCH IS INTENDED TO BE USED FOR A VISUAL REFERENCE FOR A SIDEWALK EASEMENT SOUTH OF WRIGHT STREET ON NMU PROPERTY.
2. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED, THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 8/25/2025

New Business

Resolution- City of Marquette Staff Academy Professional Development Training - Roll Call Vote

BACKGROUND:

The City of Marquette has completed its second cohort of the citizens academy and started the third cohort on August 20. With the success of the citizens academy program, a need has been identified for a similar program catered toward staff for professional development.

The City Commission has identified professional development and training opportunities for staff as a priority in the strategic planning process. This program meets that goal and offers all staff the opportunity to improve their understanding of the City as a whole while also encouraging community and governmental excellence across all departments.

Over the course of a year, participating staff will attend 9 sessions each focused on a different department. Cohorts will consist of 15 staff members from across the City. These sessions will provide insight into the unique tasks and processes to each department, as well as giving context to staffs' interactions with that particular department.

FISCAL EFFECT:

The estimated cost will be \$64 per participant, or \$960 for a full cohort, and it is a budgeted expense.

RECOMMENDATION:

Approve the costs for the staff academy program and adopt the resolution in support of the staff academy.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Staff Academy Resolution



Resolution

Supporting the Staff Academy as Professional Development Training for City Staff

WHEREAS, the City of Marquette Citizens Academy has successfully completed two cohorts and started a third; and,

WHEREAS, the City Commission has identified a need for enhanced professional development and training opportunities for staff; and,

WHEREAS, the proposed Staff Academy is designed to meet this need and advance the City's strategic priority of governmental excellence; and,

WHEREAS, staff from across City departments will participate in the Staff Academy to gain a deeper understanding of internal processes, explore the functions of other departments, and enrich their perspective on their own roles; and,

WHEREAS, the Staff Academy will convene on the last Thursday of each month, excluding November, December, and July, beginning on September 25, with each session lasting two hours in the morning; and,

WHEREAS, the City Commission recognizes the value of investing in staff development and fostering interdepartmental collaboration;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Commission of the City of Marquette hereby recognize and support the Staff Academy and commend its participants for their commitment to professional growth and service excellence

DATED this 25th day of August, 2025.

Jessica Hanley, Mayor