City of Marquette, MI

Meeting Agenda
City Commission

Monday, September 29, 2025
6:00 PM
Commission Chambers

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

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

Presentation(s)

1. Senior Services Update, by Senior Services Manager Maureen McFadden
2. Senior Services Recognition - Barb Susorney
3. Michigan AWWA - Best Tasting Water Award, by Director of Public Works Scott Cambensy

Public Hearing(s)

4. Budget and General Appropriations Act - Fiscal Year 2026 - Roll Call Vote
5. Former Marquette General Hospital Brownfield Plan Amendment - Roll Call Vote
6. Rezoning of 480 River Park Circle - Roll Call Vote

7. **Consent Agenda**

   7.a. Approve the minutes of the September 8, 2025 work session
   7.b. Approve the minutes of the September 8, 2025 regular Commission meeting
   7.c. Approve the total bills payable in the amount of $12,143,419.75
   7.d. 2025 Fire Prevention Week Proclamation
   7.e. Budget Adjustment - Fiscal Year End 2025
   7.f. Lakeview Arena HVAC Rooftop Unit Replacement
   7.g. License to Use City Property adjacent to 1401 Presque Isle Avenue
   7.h. Marquette Area Public Schools - Ice Contract
   7.i. Marquette Area Public Schools - Locker Room Lease
   7.j. Marquette Figure Skating Club - Ice Contract
   7.k. Marquette Junior Hockey Corporation - Concession Lease Agreement

7.l. Marquette Junior Hockey Corporation - Ice Contract

7.m. Police Labor Agreement

7.n. Public Art - Freedom Monument

7.o. Schedule Public Hearing: Conditional Rezoning Request for 1700 Division Street

7.p. Water and Wastewater Treatment Chemicals BP25-07

New Business

8. Solid Waste Collection Parking Resolution -Roll Call Vote

9. City of Marquette Fiscal Years 2026-28 Strategic Plan - Roll Call Vote

10. City Attorney Evaluation

11. City Manager Evaluation

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

Agenda Date: 9/29/2025

Public Hearing(s)
Budget and General Appropriations Act - Fiscal Year 2026 - Roll Call Vote

BACKGROUND:

The City Commission held a budget conference on August 7, 2025. Tonight, a Public Hearing is scheduled to receive public comment on the proposed Fiscal Year 2026 Budget. Following this input, the Commission should consider any changes it wishes to make to the budget.

FISCAL EFFECT:

An adopted budget is required to expend government funds.

RECOMMENDATION:

Approve the attached resolution, adopting the Fiscal Year 2026 Budget and General Appropriations Act.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- FY 2026 General Appropriations Act

CITY OF MARQUETTE
GENERAL APPROPRIATIONS ACT
September 29, 2025
For the Fiscal Period Beginning October 1, 2025
and Ending September 30, 2026

WHEREAS, Public Act 621 of 1978 of the State of Michigan and Chapter 7 of the City Charter require City Commission adoption of a Budget Plan for the forthcoming Fiscal Year; and

WHEREAS, a Requested Budget for Fiscal Year 2026 was prepared and submitted by the City Manager to the City Commission on September 8, 2025; and

WHEREAS, the City Commission has reviewed and revised the Requested Budget through a series of work sessions, special meetings, and public hearings, and has caused the formulation of a Proposed Budget; and

WHEREAS, a Public Hearing on the Proposed Budget was duly called, publicized, and held on September 8, 2025.

NOW, THEREFORE, BE IT RESOLVED, that this Commission hereby makes and adopts the following estimates of all revenues and all expenditures of the General Fund of the City for the Fiscal Year beginning October 1, 2025, and for the payment of interest and indebtedness to fall due during the year for the following sources and activities respectively:

General Fund		
Revenues:		
Taxes	$	17,961,060
Licenses and Permits		81,990
Revenue Sharing		3,568,290
State and Federal Grants		77,190
Charges for Services		2,900,030
Fines and Forfeits		86,740
Interest and rents		80,890
Other Revenue		141,000
Other Financing Sources		1,665,140
Total General Fund Revenues	$	26,562,330
Expenditures:		
General Government:		
City commission	$	99,320
City manager		579,600
Finance department		511,820
City clerk		473,390
Treasurer		363,430
Assessing department		450,270
Elections		148,970
Building and grounds		290,690
City attorney		213,140
Human resources		490,530
Other general government		98,630
Public Safety:		
Police		6,274,880
Fire		4,121,520
Rental inspector		96,060
Waterfront safety		67,100
Public Works:		
Department of public works		4,254,110
Engineering		1,653,920
Cemetery		251,700
Community and Economic Development:		
Planning and zoning		862,360
Recreation and Culture:		
Parks and recreation department		464,530
Arts and culture		384,430
Transfers Out:		4,411,930
Total General Fund Expenditures:	$	26,562,330

BE IT FURTHER RESOLVED, that the following other funds revenue and expenditure appropriates are adopted for the Fiscal Year beginning October 1, 2025:

Major Street Fund		
Revenues:	$	3,544,150
Expenditures:	$	3,544,150
Local Street Fund		
Revenues:	$	3,169,480
Expenditures:	$	3,169,480
Public Art Fund		
Revenues:	$	185,930
Expenditures:	$	185,930
Sanitation Fund		
Revenues:	$	3,354,900
Expenditures:	$	3,354,900
Brownfield Funds		
Revenues:	$	7,469,660
Expenditures:	$	7,469,660
Local Development Finance Authority Fund		
Revenues:	$	2,646,200
Expenditures:	$	2,646,200
Public Education Government Fund		
Revenues:	$	18,000
Expenditures:	$	18,000
Drug Forfeiture Fund		
Revenues:	$	97,990
Expenditures:	$	97,990
Road Maintenance Fund		
Revenues:	$	212,930
Expenditures:	$	212,930
Road Safety Fund		
Revenues:	$	23,660
Expenditures:	$	23,660
Criminal Justice Training Fund		
Revenues:	$	34,000
Expenditures:	$	34,000
Opioid Settlement Fund		
Revenues:	$	39,930
Expenditures:	$	39,930
Senior Services Fund		
Revenues:	$	1,040,850
Expenditures:	$	1,040,850
Debt Service Funds		
Revenues:	$	2,534,020
Expenditures:	$	2,534,020
Capital Improvement Fund		
Revenues:	$	26,000
Expenditures:	$	26,000

Tourist Park Fund		
Revenues:	$	730,930
Expenditures:	$	730,930
Lighthouse Park Fund		
Revenues:	$	162,860
Expenditures:	$	162,860
Fuel System Fund		
Revenues:	$	573,970
Expenditures:	$	573,970
Stormwater Utility Fund		
Revenues:	$	3,201,850
Expenditures:	$	3,201,850
Marquette Area Wastewater Treatment Fund		
Revenues:	$	6,009,880
Expenditures:	$	6,009,880
Water Utility Fund		
Revenues:	$	7,249,480
Expenditures:	$	7,249,480
Sewage Disposal Fund		
Revenues:	$	10,195,850
Expenditures:	$	10,195,850
Presque Isle Marina Fund		
Revenues:	$	314,090
Expenditures:	$	314,090
Cinder Pond Marina Fund		
Revenues:	$	336,470
Expenditures:	$	336,470
Lakeview Arena Fund		
Revenues:	$	1,123,970
Expenditures:	$	1,123,970
Technology Services Fund		
Revenues:	$	1,654,560
Expenditures:	$	1,654,560
Municipal Service Center Fund		
Revenues:	$	1,566,590
Expenditures:	$	1,566,590
Motor Vehicle Equipment Fund		
Revenues:	$	3,682,430
Expenditures:	$	3,682,430
Energy Enhancements Fund		
Revenues:	$	2,258,910
Expenditures:	$	2,258,910
Peter White Public Library		
Revenues:	$	2,403,790
Expenditures:	$	2,403,790
Downtown Development Authority		
Revenues:	$	2,205,360
Expenditures:	$	2,205,360

BE IT FURTHER RESOLVED, that this Commission has estimated the revenue which will be forthcoming during Fiscal Year 2026 and has determined the amount necessary to balance the General Fund Budget to be the sum of $13,377,820; and has determined the amount necessary to balance the Peter White Public Library Budget to be the sum of $1,164,900; and has determined the amount necessary to balance the Senior Services Fund Budget to be the sum of $274,470; and

BE IT FURTHER RESOLVED, that in accordance with the Public Notification provisions of Act 5 of 1982 of the State of Michigan, the following sums are hereby fixed as the amount to be raised by Real and Personal Taxes for the 2026 Fiscal Year at the following millage rate(s)

General Fund	$	13,377,820	17.4076 mills
2017 Library Improvement Debt Fund	$	309,860	0.3577 mills
Peter White Public Library	$	1,164,900	1.4586 mills
Senior Services Fund	$	274,470	0.3470 mills
Downtown Development Authority	$	35,920	1.7996 mills
TOTAL	$	15,162,970	21.3705 mills

; and

BE IT FURTHER RESOLVED that all transfers between appropriations to the various functions may be made only by further action of the Commission, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

_____

Jessica Hanley, Mayor

Agenda Date: 9/29/2025

Public Hearing(s)
Former Marquette General Hospital Brownfield Plan Amendment - Roll Call Vote

BACKGROUND:

A Brownfield Plan for the former Marquette General Hospital (MGH) redevelopment was approved by the City of Marquette Brownfield Redevelopment Authority (MBRA) on May 19, 2022 and by the Marquette City Commission on May 31, 2022 with a primary focus on abatement and demolition, infrastructure improvements, and site preparation. Abatement and demolition costs have been covered by funding from the State and Federal governments through an $8 million Community Development Block Grant (CDBG) and $8 million legislative blight elimination allocation.

Since the approval of the original brownfield plan, Veridea Group has acquired the property from the NMU Foundation and has been working to prepare specific plans for the redevelopment that provides for multiple uses and appropriate residential density. In order to provide for the desired density and investment, there is a critical need for integrated parking rather than surface parking. However, the cost for developing integrated parking is extensive and threatens the financial viability of the development without Brownfield TIF support.

As a result, Veridea is requesting a revision to the Brownfield Plan Eligible Activity budget to shift from abatement and demolition to integrated parking. The requested costs for integrated parking are anticipated to be at least $5 million lower the original total Brownfield Plan budget. A Brownfield Plan Amendment is recommended to accommodate this shift. A Brownfield Plan Amendment must be approved by the same process as a Brownfield Plan, including MBRA approval, notice to taxing jurisdictions, a public hearing, and City Commission approval.

A significant source of discussion at the City Commission work session covering this amendment was a total length of capture. Following the indication of the Commission, the City Manager has negotiated a modification of the TIF capture period for private expenses to 15 years following the approval of this amendment. This will be stipulated in the forthcoming development agreement that is required for the final execution of this plan.

The Brownfield Plan Amendment was initially approved by the MBRA at their September 17, 2025 meeting but will require reapproval as a result of modifications made in the interim period.

The public hearing for consideration of the Brownfield Plan Amendment was scheduled at the September 08, 2025 City Commission meeting.

FISCAL EFFECT:

The City will continue to collect the base level of taxes on the parcels under this plan and will be able to seek reimbursement for eligible public infrastructure expenses. With the full execution of

the proposed development, the City will see a significant increase in property tax revenue after the completion of the capture period.

RECOMMENDATION:

Adopt the resolution approving the Former Marquette General Hospital Redevelopment Brownfield Plan amendment and direct the City Manager to prepare a development agreement that includes a 15-year period for private TIF reimbursements for review at a subsequent meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Brownfield Amendment
- Brownfield Plan Amendment Resolution

ACT 381 BROWNFIELD PLAN AMENDMENT

FORMER HOSPITAL REDEVELOPMENT
420 WEST MAGNETIC STREET
MARQUETTE, MICHIGAN 49855

City of Marquette Brownfield Redevelopment Authority

ORIGINAL: MAY 2022
AMENDMENT: SEPTEMBER 2025

Prepared by:

Mac McClelland
Mac Consulting Service LLC
mactc@charter.net
231.633.6303

Approved by City of Marquette Brownfield Redevelopment Authority: ***September 17, 2025***

Public Hearing: ***September 29, 2025***

Approved by Marquette City Commission: _____

Brownfield Plan Amendment
Former Hospital Redevelopment
City of Marquette, Marquette County, Michigan

Table of Contents

1.0 INTRODUCTION 1
1.1 Proposed Redevelopment and Future Use for Each Eligible Property 1
1.2 Eligible Property Information 2
1.3 Public Purpose 3
2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE 3
2.1 Description of Project and Plan Costs 3
2.2 Summary of Eligible Activities 5
2.3 Estimate of Captured Taxable Value and Tax Increment Revenues 8
2.5 Maximum Amount of Note or Bond Indebtedness 10
2.6 Beginning Date and Duration of Capture 10
2.7 Estimated Impact of Tax Increment Financing on Tax Revenues of Taxing Jurisdictions 11
2.8 Legal Description, Location, and Determination of Eligibility 11
2.9 Estimate of Number of Persons Residing on Eligible Property 12
2.10 Plan for Residential Relocation 12
2.11 Provision of Costs of Relocation 12
2.12 Strategy to Comply with Relocation Assistance Act, 1972 PA 227 12
2.13 Other Material Required by the Authority or Governing Body 12

FIGURES

Figure 1 Eligible Property Location Map
Figure 2.1 Eligible Property Boundary
Figure 2.2 ALTA Survey Excerpt
Figure 2.3 Preliminary Site Plan Rendering
Figure 3 Public Infrastructure

TABLES

Table 1.1 Environmental Eligible Activities Costs and Schedule
Table 1.2 Non-Environmental Eligible Activities Costs and Schedule

Table 2.1 – Annual Revenue and Brownfield Capture Estimates
Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table

Table 3. Impact on Tax Jurisdictions

ATTACHMENTS

Attachment A – Brownfield Plan Amendment Resolutions

Project Summary

A Brownfield Plan for the former Marquette General Hospital (MGH) redevelopment was approved by the City of Marquette Brownfield Redevelopment Authority (MBRA) on May 19, 2022 and by the Marquette City Commission on May 31, 2022 with a primary focus on abatement and demolition and infrastructure improvements, as well as site preparation to be reimbursed through future Tax Increment Financing (TIF) capture.

The Northern Michigan University Foundation (NMUF) led a consortium of public and private partners to facilitate the redevelopment of the former Marquette General Hospital. Abatement and demolition costs have been covered by funding from the State through a Community Development Block Grant (CDBG) and a Blight Elimination Grant from the State of Michigan. NMUF acquired the property from DLP Marquette General Hospital, LLC and served as a facilitator to develop and issue a Request for Qualifications to secure a master developer for the site. Veridea Group, a Marquette-based development and management company was selected as the master developer.

Veridea has acquired the property from NMUF and has been working to prepare the specific plans for the redevelopment that provides for multiple uses and appropriate density as outlined in the City Master Plan. In order to provide for the desired density, there is a critical need for integrated parking rather than surface parking. However, the cost for developing integrated parking is extensive and threatens the financial viability of the development without Brownfield TIF support.

As a result, Veridea has requested a revision to the Brownfield Plan Eligible Activity budget to shift from abatement and demolition to integrated parking, as well as a significant investment in public parks and infrastructure. The anticipated investment is estimated at almost $200 million, plus $3.1 million in public infrastructure improvements and $2.2 million in park improvements .

This Brownfield Plan Amendment will provide incremental tax revenues generated by the significant private investment to repay Brownfield Eligible Activities, including environmental due diligence, site preparation, private infrastructure including integrated parking and stormwater management, and public infrastructure.

The former hospital qualifies as Brownfield Eligible Property under Act 381 as functionally obsolete.

Project Name: Former Hospital Redevelopment

Project Location: The Eligible Property is comprised of one parcel in the City of Marquette generally bounded by W. Magnetic Street, N. 7th Street, W. Kaye Avenue, and Hebard Court.

Type of Eligible Property: Functionally Obsolete, Adjacent Property

Eligible Activities: Baseline Environmental Assessment Activities, Due Care Activities, Site Preparation, Infrastructure

Eligible Activities	Environmental	Non-Environmental	TOTAL
Eligible Activities	**$181,125**	**$29,555,000**	**$29,736,125**
Interest	**$0**	**$10,891,580**	**$10,891,580**
ELIGIBLE ACTIVITY SUBTOTAL	**$181,125**	**$40,446,580**	**$40,627,705**
Brownfield Plan Development and Approval	**$5,000**	**$25,000**	**$30,000**
Brownfield Plan Implementation	**$10,000**	**$40,000**	**$50,000**
TOTAL ELIGIBLE ACTIVITY	***$196,125***	***$40,511,580***	***$40,707,705***

Years to Complete Eligible Activities Payback: *Local Capture 11 years; State Capture 13 years*

Estimated Investment: $199,000,000

Estimated Annual Tax Revenue in First Year After Brownfield Obligation: $6,127,000

BROWNFIELD PLAN AMENDMENT

FORMER HOSPITAL REDEVELOPMENT
MARQUETTE, MARQUETTE COUNTY, MICHIGAN

CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

1.0 INTRODUCTION

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment, and reuse of contaminated, tax reverted, blighted, functionally obsolete, or historically designated property through incentives adopted as part of a Brownfield Plan or Amendment. This Brownfield Plan Amendment outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan or Amendments must be approved by the brownfield redevelopment authority established under Act 381 and the governing body of the authority's municipality to take effect. The Michigan Department of Environment, Great Lakes and Energy (EGLE) must approve Environmental Eligible Activities and the Michigan Strategic Fund must approve Non-Environmental Eligible Activities for State tax capture. The City of Marquette established the City of Marquette Brownfield Redevelopment Authority (MBRA) pursuant to Act 381 and filed with the Secretary of State on January 28, 1998.

This Brownfield Plan Amendment describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The former Marquette General Hospital began in the early 1900's and grew to a complex of eleven (11) buildings on 23 acres. In 2019, the site was vacated for a new facility in Marquette's downtown business district. Residential properties owned by the hospital have been sold. The remaining redevelopment area is 17.05 acres.

A Brownfield Plan for the former Marquette General Hospital (MGH) redevelopment was approved by the City of Marquette Brownfield Redevelopment Authority (MBRA) on May 19, 2022 and by the Marquette City Commission on May 31, 2022 with a primary focus on abatement and demolition and infrastructure improvements, as well as site preparation to be reimbursed through future Tax Increment Financing (TIF) capture.

The Northern Michigan University Foundation (NMUF) led a consortium of public and private partners to facilitate the redevelopment of the former Marquette General Hospital. Abatement and demolition costs have

been covered by funding from the State through a Community Development Block Grant (CDBG) and a Blight Elimination Grant from the State of Michigan. NMUF acquired the property from DLP Marquette General Hospital, LLC and served as a facilitator to develop and issue a Request for Qualifications to secure a master developer for the site. Veridea Group, a Marquette-based development and management company was selected as the master developer.

Veridea has acquired the property from NMUF and has been working to prepare the specific plans for the redevelopment that provides for multiple uses and appropriate density as outlined in the City Master Plan. In order to provide for the desired density, there is a critical need for integrated parking rather than surface parking. However, the cost for developing integrated parking is extensive and threatens the financial viability of the development without Brownfield TIF support.

As a result, Veridea has requested a revision to the Brownfield Plan Eligible Activity budget to shift from abatement and demolition to integrated parking, as well as a significant investment in public parks. In addition, the redevelopment is anticipated to require infrastructure improvements.

The anticipated investment is estimated at almost $200 million, plus an estimated $4,200,000 for public infrastructure improvements. Based on the current development plan, investment is anticipated to be phased over 7 years. The project is located in the City of Marquette, a Qualified Local Governmental Unit (QLGU).

1.2 Eligible Property Information

The Eligible Property includes one parcel covering an area approximately 17.05 acres in size as described below:

Parcel Number	Address	Description	Acreage	Qualifying Status
0410680	420 W. Magnetic Street	**Land in the City of Marquette, Marquette County, MI, described as:** A parcel of land being all of Lots 1 through 3, the North 102.3 feet of Lots 4 and 5, the North 135 feet of Lot 7, the North 90 feet of Lots 8 and 9, all of Lots 68 through 90, all of Lots 92 through 99, all of Excluded Lots B and C, and the North 150 feet of the West 150 feet of Excluded Lot D, of the Normal Addition to the City of Marquette, AND all of Lots 61 through 72, all of Lots 97 through 120, all of Lots 150 through 153, all of Lots 160 through 163, of the College Heights Plat, AND The vacated 50-foot Lee Street between College Avenue and Magnetic Street and the vacated 25-foot Lee Street East of Lot 61 in the College Heights Plat AND Lot 60 and the North 15 feet of Lot 61 except the West 24 feet of said lots, of College Heights Subdivision to the City of Marquette, Michigan;	17.05	Functionally Obsolete

	and Lots 68, 69, 70, 71, 72, 73, 74, and the North 15 feet of Lots 79, 80 and 81 of Normal's Addition to the City of Marquette, Michigan; together with the South 11.8 feet of that portion of vacated Kaye Avenue lying immediately adjacent to the East 26 feet of Lot 60 of College Heights Subdivision to the City of Marquette and to Lots 68, 69, 70 and a portion of 71 as more particularly outlined in red on Exhibit D attached hereto and made a part hereof, of' Normal's Addition to the City of Marquette, and that portion of vacated Lee Street lying South of Kaye Avenue and previously conveyed to Northern Michigan University;

1.3 Public Purpose ***MCL 125.2664(5):***

The redevelopment of the former hospital into a mixed-use development with a focus on multiple housing and commercial products and public infrastructure improvements will meet a critical community need for housing, provide community gathering spaces, transform a property that is inconsistent with surrounding land uses into an integrated, planned development with a respectful transition from residential neighborhoods to Northern Michigan University, and significantly increase the value of functionally obsolete property. When completed, property taxes are estimated at over **$6,127,000** per year (following the retirement of Brownfield obligations).

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 Description of Project and Plan Costs ***MCL 125.2663(2)(a):***

The project includes the transformation of a functionally obsolete and vacant hospital campus into a mixed-use development with a focus on diverse housing and commercial products and significant public infrastructure improvements.

The Brownfield Plan Amendment includes Environmental and Non-Environmental Eligible Activities:

Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities
  - Phase I Environmental Site Assessments
  - Phase II Environmental Site Assessments
  - Baseline Environmental Assessments

Non-Environmental Eligible Activities include:

- Site Preparation
- Private and Public Infrastructure

Other Eligible Activities include:

- Brownfield Plan development and approval;

- Brownfield Plan implementation; and
- Administrative and operating costs of the MBRA with local tax capture only.
- Interest (Estimated at 5.0% for 10 years for Private EA, 5.0% for 20 years for Public EA)

Eligible Activities	Environmental	Non-Environmental	TOTAL
Eligible Activities	**$181,125**	**$29,555,000**	**$29,736,125**
Interest	**$0**	**$10,891,580**	**$10,891,580**
ELIGIBLE ACTIVITY SUBTOTAL	**$181,125**	**$40,446,580**	**$40,627,705**
Brownfield Plan Development and Approval	**$5,000**	**$25,000**	**$30,000**
Brownfield Plan Implementation	**$10,000**	**$40,000**	**$50,000**
TOTAL ELIGIBLE ACTIVITY	***$196,125***	***$40,511,580***	***$40,707,705***

Additional detail is provided in Table 1.1: Environmental Eligible Activities and Table 1.2 Non-Environmental Eligible Activities.

The cost of Eligible Activities included in and authorized by this Brownfield Plan Amendment will be reimbursed with incremental applicable local and state tax revenue generated by the increased private investment on the Eligible Property and captured by the MBRA, subject to any limitation and conditions described in this Brownfield Plan Amendment, Act 381 Work Plan and the terms of a Reimbursement Agreement between the developer(s), the MBRA, and the City of Marquette. State tax capture requires approval of an Act 381 Work Plan by the Michigan Department of Environment, Great Lakes and Energy (EGLE) for Environmental Eligible Activities and the Michigan Strategic Fund (MSF) for Non-Environmental Eligible Activities, with exemptions for certain Eligible Activities, including Baseline Environmental Assessment and Due Care Investigation and Planning Activities and abatement and demolition of up to $250,000.

The Eligible Activity costs included in this Brownfield Plan Amendment are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Eligible Property or other circumstances. Reimbursement will be based on the actual cost of Eligible Activities approved under this Brownfield Plan Amendment and an Act 381 Work Plan from Brownfield Tax Increment Financing (TIF) revenues captured by the Authority and shall be governed by the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). This Brownfield Plan Amendment and the Reimbursement Agreement establish the maximum Eligible Activity cost. Line-item Eligible Activity may be adjusted after the adoption of this Brownfield Plan Amendment with the approval of the Authority, as long as the total maximum Eligible Activity cost is not exceeded.

2.2 Summary of Eligible Activities ***MCL 125.2663(2)(b):***

Act 381 provides for the costs of certain Environmental and Non-Environmental Eligible Activities to be reimbursed through tax increment financing. The following is a summary of Environmental Eligible Activities and Non-Environmental Eligible Activities.

EGLE Eligible Activities

1. *Baseline Environmental Assessment (BEA) Activities:* BEA Activities include Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and a Baseline Environmental Assessment to provide an exemption for the developer and assigns from environmental liability for pre-existing contamination. Act 381 includes provisions for Baseline Environmental Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without EGLE approval (Section 13b.(8)(a-b)), as long as included in a subsequent Brownfield Plan.
    A. Phase I ESA: A Phase I ESA was conducted in November 2021 for the former hospital property consistent with ASTM Standard E1527-13. The Phase I ESA includes a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs). The Phase I report identified the following REC:

        - The existence of three USTs at the subject property associated with emergency generator fueling introduces the potential for releases of petroleum and hazardous substances to the environment. The USTs include UST No. 4, a 20,000-gallon diesel fuel UST located east of the Logistics Garage and installed on November 1, 1976; UST No. 5, a 12,000-gallon diesel fuel UST located in parking lot east of the North Building and installed on January 1, 1991; and UST. No. 6, a 15,000-gallon diesel fuel UST located near southeast portion of the West Building and installed on September 29, 2004.

    B. Phase II ESA: A Phase II ESA was conducted for the Eligible Property in December 2021 to investigate the REC as part of the environmental due diligence process for property acquisition. Analysis of the soil samples did not identify soil impacts at concentrations above EGLE Residential and Non-Residential Generic Cleanup Criteria. As a result, the property is not a Part 201 Facility.

While previous environmental assessments have not identified the presence of contaminants above EGLE Generic Cleanup Criteria (GCC) and the property is not a Part 201 Facility at this time, there is a possibility that the operation of health care facility over 100 years may have resulted in a release of hazardous substances that may have not yet been identified.

There are anticipated to be multiple property transactions to effectuate the redevelopment. Each subsequent purchaser will be conducting environmental due diligence, so allowance has been made in the Brownfield Plan Amendment to reimburse the costs for subsequent Phase I and Phase II ESAs. In addition, allocations are included in the Brownfield Plan Amendment for Baseline Environmental Assessment under circumstances where a release is subsequently identified.

Other Activities

Brownfield Plan and Work Plan Preparation: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Brownfield Plan and Work Plan Implementation: The implementation of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the MBRA is included as Eligible Activities as a Local Only Cost. These costs are split between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Interest: Interest is included as an Eligible Activity. Interest is calculated at 5.0% for 10 years for Environmental Eligible Activity costs for the purposes of this Brownfield Plan Amendment.

The following tables estimate the costs for Environmental Eligible Activities to be funded by tax increment revenues.

EGLE Environmental Eligible Activity Cost

Eligible Activities	**Estimated Cost**
Baseline Environmental Assessment	*$140,000*
Due Care Activities	*$17,500*
Contingency	*$23,625*
EGLE Environmental Eligible Activities Total	***$181,125***
Brownfield Plan/Work Plan Development and Approval Cost	*$5,000*
Brownfield Plan/Work Plan Implementation Cost	*$10,000*
ENVIRONMENTAL ELIGIBLE ACTIVITIES TOTAL	***$196,125***

MSF Non-Environmental Eligible Activities

MSF Non-Environmental Eligible Activities are included under this Brownfield Plan Amendment under the auspices of Act 381. The MSF Non-Environmental Eligible Activities include site preparation and infrastructure. Abatement and demolition costs have been covered by a Community Development Block Grant (CDBG) to the City of Marquette and a Blight Elimination Grant to the NMUF, both through the State of Michigan.

1. *Site Preparation:* Site preparation will consist of land balancing and grading, geotechnical engineering, special foundations, relocation of active utilities, and temporary site and erosion control.

Site Preparation	Total
Relocation of Active Utilities	$750,000
Staking, Temp Sheeting/Shoring	$330,000
Contingency (15%)	$199,650
TOTAL	$1,242,000

2. *Infrastructure:* Infrastructure will include integrated parking, urban stormwater management, streetscaping, park improvements, and public infrastructure directly benefiting the Eligible Property and adjacent property.

Private Infrastructure	Total
Integrated Parking (private)	$15,800,000
Urban Stormwater Mgt (private)	$550,000
Architectural/Engineering	$1,900,000
Contingency (15%)	$2,737,500
TOTAL	$20,987,500

3.

Public Infrastructure	Total
Park Improvements*	$2,200,000
Infrastructure Improvements	$3,100,000
Architectural/Engineering	$795,000
Contingency (15%)	$914,250
TOTAL	$7,009,250

*Privately funded for public park

Other Activities

Brownfield Plan and Work Plan Preparation: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Brownfield Plan and Work Plan Implementation: The implementation of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Interest: Interest is included as an Eligible Activity. Interest is calculated at 5.0% for 10 years for Private Eligible Activity costs and at 5.0% for 20 years for Public Eligible Activity costs for the purposes of this Brownfield Plan Amendment.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues *MCL 125.2663(2)(c):*

Act 381 defines Initial Taxable Value as taxable value of an Eligible Property identified in and subject to a Brownfield Plan at the time the resolution adding that Eligible Property in the Brownfield Plan is adopted, as shown either by the most recent assessment roll for which equalization has been completed at the time the resolution is adopted or, if provided by the Brownfield Plan, by the next assessment roll for which equalization will be completed following the date the resolution adding that eligible property in the Brownfield Plan is adopted.

Based on the original Brownfield Plan approval, the Initial Taxable Value was established by the taxable value as of December 31, 2022, which was $0, based on the ownership of the Eligible Property by NMUF.

The EGLE Environmental and MSF Non-Environmental Eligible Activity cost is *$29,736,125* plus an estimated *$10,891,580* in interest for a total of **$40,627,705.**

Other expenses for which Brownfield Tax Increment Revenues may be used include Administrative and Operating Costs of the MBRA, Local Brownfield Revolving Fund, and the State Brownfield Redevelopment Fund.

Administrative and Operating Costs (Section 13b(7))

Act 381 provides for the capture of Brownfield Tax Increment Revenues for reasonable and actual administrative and operating expenses of the MBRA with local taxes only, and the cost of developing and preparing Brownfield Plans and Act 381 Work Plans with both local and state taxes. The estimated amount of administrative and operating expenses allocated under this Brownfield Plan Amendment is $600,403 and for Brownfield Plan / Act 381 Work Plan Development is $80,000.

Local Brownfield Revolving Fund ("LBRF") (Section 8; Section 13(2)(m))

The MBRA has established a Local Brownfield Revolving Fund (LBRF). The LBRF will consist of all tax increment revenues authorized to be captured and deposited in the LBRF, as specified in Section 13(5) of Act 381, under this Brownfield Plan Amendment and any other plan of the MBRA. The LBRF may also include funds appropriated or otherwise made available from public or private sources.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is currently estimated at $1,499,557. All funds, if any, deposited in the LBRF shall be used in accordance with Section 8 of Act 381.

Brownfield Redevelopment Fund (Section 8a; Section 13(2)(m))

The MBRA shall pay to the Department of Treasury at least once annually an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Brownfield Plan Amendment for the duration of capture of tax increment revenues up to the first twenty-five (25) years for each eligible property included in this Brownfield Plan Amendment. If the MBRA pays an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13b(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Brownfield Plan Amendment shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Brownfield Plan Amendment if the 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381. The estimated allocation to the State Brownfield Redevelopment Fund is $3,173,347.

The overall investment for the Project is estimated at almost *$200 million*.

Table 2 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property. In addition, 3 mils are captured and distributed to the State for the State Brownfield Redevelopment Fund. In accordance with Act 381, this share does not affect the State and local ratio. Based on the projected seven-year buildout, the cash flow analysis in Table 2.1 for the project estimates reimbursement of the Eligible Activity obligation in *eleven (11) years* from 2026 for Local Capture and *thirteen (13) years* for State Capture.

Redevelopment of the property is anticipated to be initiated in Fall 2025 with residential townhouses south of Magnetic Street. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is detailed in Table 2.

2.4 Method of Financing and Description of Advances Made by the Municipality ***MCL 125.2663(2)(d):***

Private Environmental Eligible Activity Costs and Non-Environmental Eligible Activity Costs, including the park improvements, will be financed by the developer(s). Public Infrastructure may be funded through a Brownfield Bond issued by the MBRA, through a Capital Improvement Bond issued by the City of Marquette or other public sources.

2.5 Maximum Amount of Note or Bond Indebtedness ***MCL 125.2663(2)(e):***

The maximum amount of Eligible Activities is *$29,736,125,* the portion of which maximum bond indebtedness will be *$3,895,000*.

2.6 Beginning Date and Duration of Capture ***MCL 125.2663(2)(f):***

The anticipated beginning date of capture is 2026, estimated to be the first year tax increment revenues are available. The duration of Brownfield Plan capture will be the time to capture taxes in an amount equal to the Eligible Activity obligation, Interest, State Brownfield Fund, Local Brownfield Revolving Fund, and Administrative and Operation Costs. Based on the projected seven-year buildout, the cash flow analysis in Table 2.1 for the project estimates reimbursement of the Eligible Activity obligation in *11 years* for Local Capture and *13 years* for State Capture.

2.7 Estimated Impact of Tax Increment Financing on Tax Revenues of Taxing Jurisdictions ***MCL 125.2663(2)(g):***

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. Table 3 presents the allocation of tax capture and the total tax increment revenues for the duration of the Brownfield Plan.

The total tax capture is estimated at *$29,656,125* for Eligible Activities, plus an estimated *$10,891,580* in interest, *$80,000* in Brownfield Plan development, approval and implementation, an estimated $600,403 in MBRA Administrative and Operating costs, an estimated $3,173,347 for the State Brownfield Fund and an estimated $1,449,577 for the LBRF for a total capture of *$45,981,031.* After the Brownfield obligation is met, tax revenues will accrue to taxing jurisdictions in an amount estimated at over *$6,127,000* per year on into the future.

2.8 Legal Description, Location, and Determination of Eligibility ***MCL 125.2663(2)(h):***

Legal Description: The legal description of the Eligible Property follows:

Parcel Number	Address	Description	Acreage	Qualifying Status
0410680	420 W. Magnetic Street	**Land in the City of Marquette, Marquette County, MI, described as:** A parcel of land being all of Lots 1 through 3, the North 102.3 feet of Lots 4 and 5, the North 135 feet of Lot 7, the North 90 feet of Lots 8 and 9, all of Lots 68 through 90, all of Lots 92 through 99, all of Excluded Lots B and C, and the North 150 feet of the West 150 feet of Excluded Lot D, of the Normal Addition to the City of Marquette, AND all of Lots 61 through 72, all of Lots 97 through 120, all of Lots 150 through 153, all of Lots 160 through 163, of the College Heights Plat, AND The vacated 50-foot Lee Street between College Avenue and Magnetic Street and the vacated 25-foot Lee Street East of Lot 61 in the College Heights Plat AND Lot 60 and the North 15 feet of Lot 61 except the West 24 feet of said lots, of College Heights Subdivision to the City of Marquette, Michigan; and Lots 68, 69, 70, 71, 72, 73, 74, and the North 15 feet of Lots 79, 80 and 81 of Normal's Addition to the City of Marquette, Michigan; together with the South 11.8 feet of that portion of vacated Kaye Avenue lying immediately adjacent to the East 26 feet of Lot 60 of College Heights Subdivision to the City of Marquette and to Lots 68, 69, 70 and a portion of 71 as more particularly outlined in red on Exhibit D attached hereto and made a part hereof, of' Normal's Addition to the City of Marquette, and that portion of vacated Lee Street lying South of Kaye Avenue and previously conveyed to Northern Michigan University;	17.05	Functionally Obsolete

Location: The Eligible Property is generally bounded by W. Magnetic Street, N. 7th Street, W. Kaye Avenue, and Hebard Court, with the functional address of 420 W. Magnetic Street in Marquette, Michigan. Figure 1 depicts the location of the Eligible Property and Figure 2 depicts the Eligible Property boundaries.

Eligibility Determination: A Phase II ESA was conducted for the Eligible Property in December 2021 to investigate the RECs as part of the environmental due diligence process for property acquisition. Analysis of the soil samples did not identify the presence of contaminants above EGLE Generic Cleanup Criteria. As a result, the subject property is not a Part 201 Facility. An Affidavit of Functionally Obsolescence was prepared by the City of Marquette Assessor at that time, Miles Anderson, a Level IV Assessor, attached in the Appendix.

Personal Property: Personal Property is and will be included as part of the Eligible Property.

2.9 Estimate of Number of Persons Residing on Eligible Property ***MCL 125.2663(2)(i):***

There are currently no residential dwellings or residences that occupy the Eligible Property.

2.10 Plan for Residential Relocation ***MCL 125.2663(2)(j):***

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

2.11 Provision of Costs of Relocation ***MCL 125.2663(2)(k):***

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

2.12 Strategy to Comply with Relocation Assistance Act, 1972 PA 227 ***MCL 125.2663(2)(l):***

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

2.13 Other Material Required by the Authority or Governing Body ***MCL 125.2663(2)(m):***

None

EXHIBITS

FIGURES

Figure 1 Eligible Property Location Map

Figure 2.1 Eligible Property Boundaries

Figure 2.2 ALTA Survey

TABLES

Table 1.1 Environmental Eligible Activities Costs and Schedule

Table 1.2 Non-Environmental Eligible Activities Costs and Schedule

Table 2.1 – Annual Revenue and Brownfield Capture Estimates

Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table

ATTACHMENTS

Attachment A – Brownfield Plan Amendment Resolutions

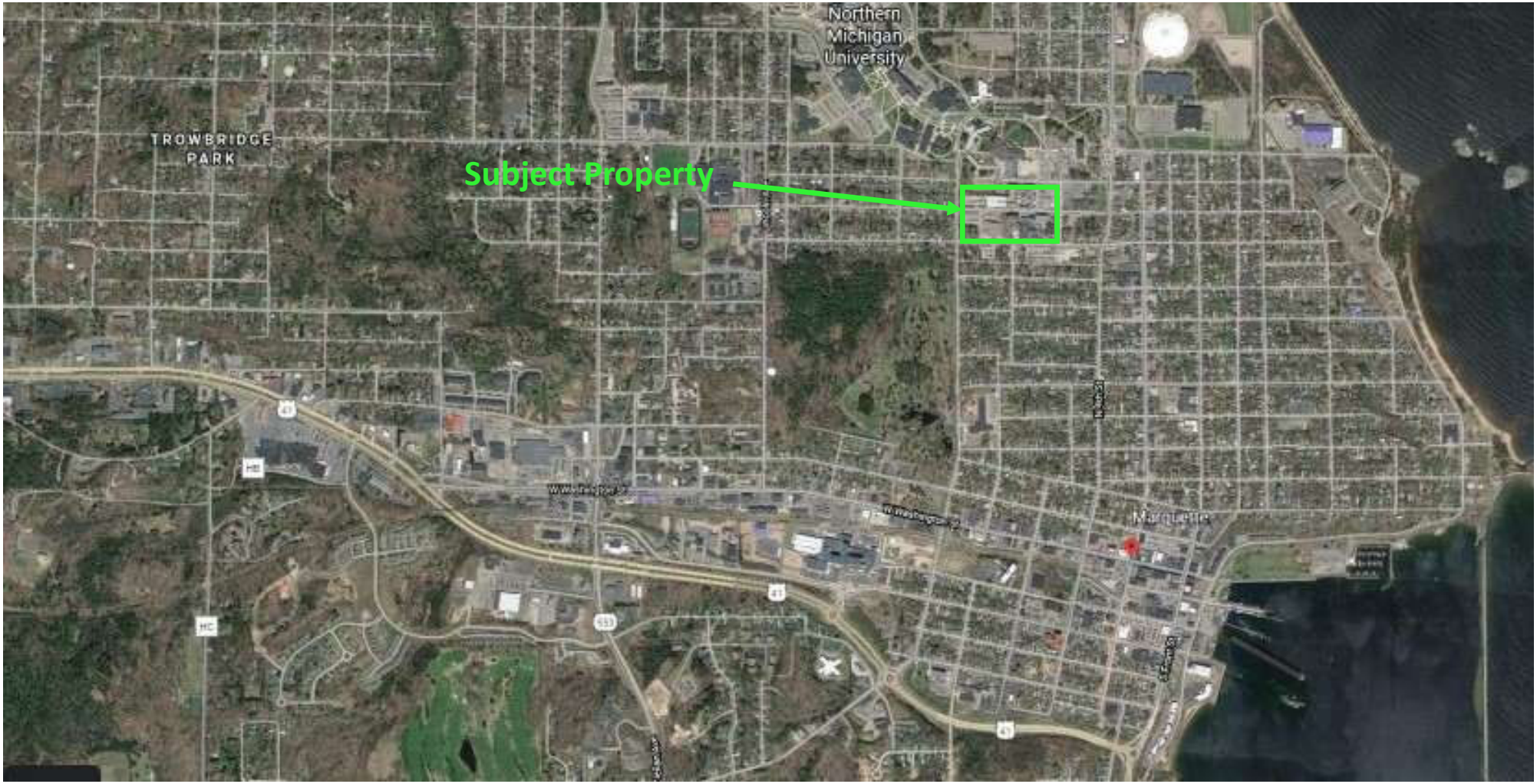
Attachment B – Affidavit of Functional Obsolescence

FIGURES

Figure 1 Eligible Property Location Map

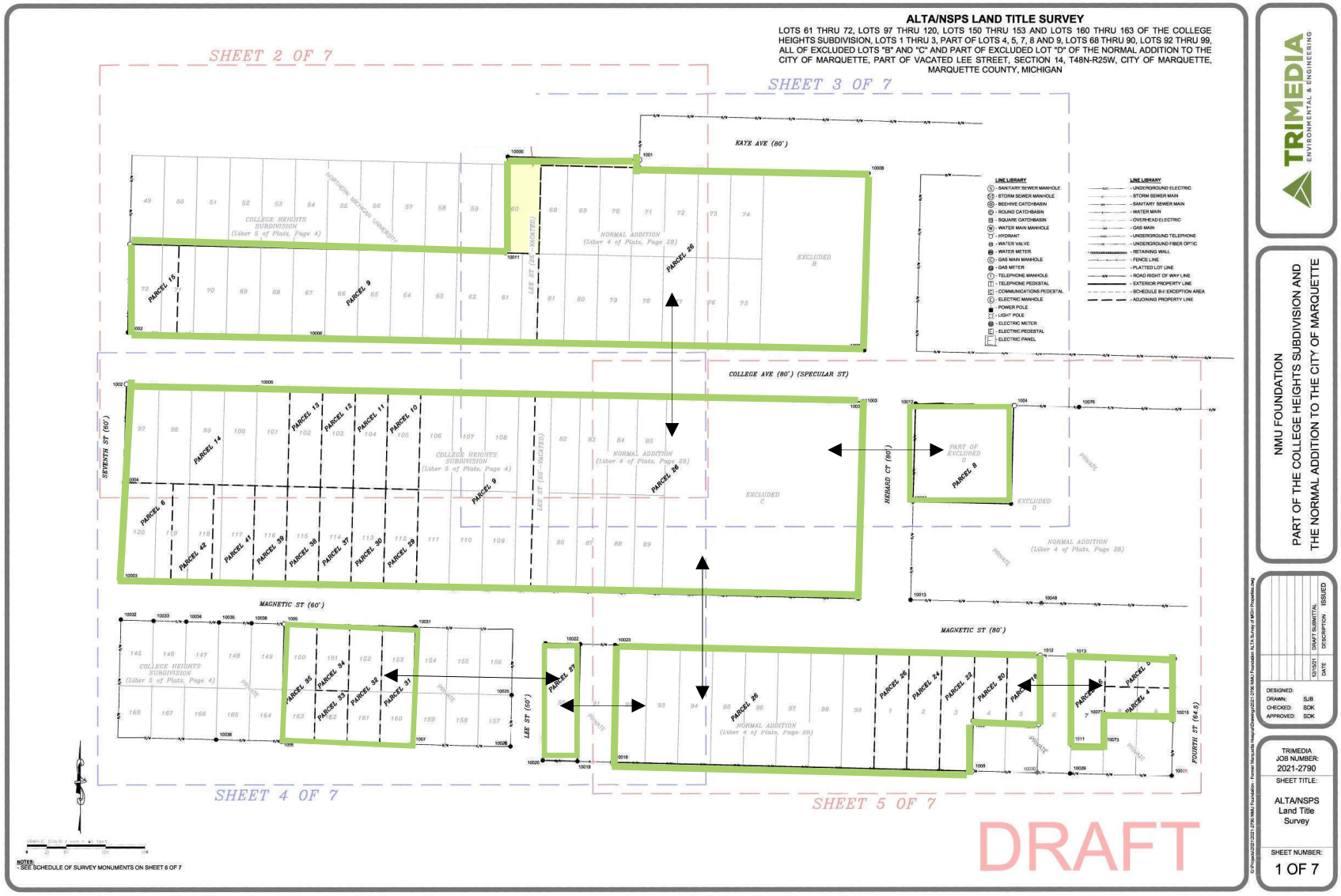
Figure 2.1 Eligible Property Boundaries

Figure 2.2 ALTA Survey



Brownfield Plan Amendment Former MGH	Figure 1: Eligible Property Site Location
City of Marquette Brownfield Redevelopment Authority Marquette, Michigan	Source: Google Earth Date: September 2025

Brownfield Plan Amendment **Former MGH**	**Figure 2.1: Eligible Property Boundary**
	Source: Google Earth
City of Marquette Brownfield Redevelopment Authority **Marquette, Michigan**	**Date: September 2025**



Brownfield Plan Amendment
Former MGH

City of Marquette Brownfield Redevelopment Authority
Marquette, Michigan

Figure 2.2: ALTA Survey with Eligible Property Designation

Source: TriMedia Environmental and Engineering, Marquette, Michigan

Date: September 2025

TABLES

Table 1.1 Environmental Eligible Activities Costs and Schedule

Table 1.2 Non-Environmental Eligible Activities Costs and Schedule

Table 2.1 – Annual Revenue and Brownfield Capture Estimates

Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table

Table 1.1 EGLE Eligible Activities Costs and Schedule Former MGH Redevelopment City of Marquette Brownfield Redevelopment Authority	
EGLE Eligible Activities	**Cost**
Department Specific Activities	
BEA Actiivities	
Phase I ESA	$30,000
Phase II ESA	$100,000
Baseline Environmental Assessment	$10,000
Subtotal	$140,000
Due Care Activities	
Due Care Investigation	
Section 7A Compliance Analysis	$10,000
Due Care Measures	
UST Removal and Closure	$7,500
Vapor Mitigation	$0
Subtotal	$17,500
EGLE Eligible Activities Subtotal	*$157,500*
Contingency (15%)	*$23,625*
EGLE Eligible Activities Subtotal	**$181,125**
Brownfield Plan/Act 381 Work Plan Preparation	**$5,000**
Brownfield Plan/Act 381 Work Plan Implementation	**$10,000**
EGLE Eligible Activities Total Costs	**$196,125**

Table 1.2 MSF Eligible Activities Costs and Schedule Former MGH Redevelopment Brownfield Plan Amendment City of Marquette Brownfield Redevelopment Authority			
MSF Eligible Activities	**Original Brownfield Plan Budget**	**Amendment**	**Difference**
Lead, Asbestos, Mold Abatement			
Survey	$20,000		($20,000)
Monitoring	$50,000		($50,000)
Abatement	$4,100,000		($4,100,000)
Subtotal	$4,170,000	$0	($4,170,000)
Demolition			
Site Demolition	$785,000	$250,000	($535,000)
Building Demolition	$13,900,000		($13,900,000)
Engineering/Inspections/CM	$3,130,000	$25,000	($3,105,000)
Subtotal	$17,815,000	$275,000	($17,540,000)
Private Infrastructure Improvements			
Vertical, underground, or integrated parking		$15,800,000	$15,800,000
Urban stormwater management system - low impact design	$500,000	$550,000	$50,000
Architectural/Engineering Costs (8%)	$40,000	$1,900,000	$1,860,000
Subtotal	$540,000	$18,250,000	$17,710,000
Site Preparation			
Geotechnical Engineering	$30,000		($30,000)
Grading and Land Balancing	$100,000		($100,000)
Relocation of Active Utilities	$750,000	$750,000	$0
Staking	$30,000	$30,000	$0
Temporary Facilities, Site Control, Protection	$100,000	$100,000	$0
Temporary Sheeting Shoring	$200,000	$200,000	$0
Soft Costs	$121,000		($121,000)
Subtotal	$1,331,000	$1,080,000	($251,000)
Private MSF Eligible Activities Sub-Total	**$23,856,000**	**$19,605,000**	**($4,251,000)**
Contingency (15%)	**$3,578,400**	**$2,940,750**	**(637,650)**
Private MSF Eligible Activities SubTotal	**$27,434,400**	**$22,545,750**	**(4,888,650)**
Interest (5% for 10 years)	**$8,095,000**	**$6,652,030**	(1,442,970)
Private MSF Eligible Activities Total	**$35,529,400**	**$29,197,780**	**(6,331,620)**
Public Infrastructure Improvements			
Sidewalks	$500,000	$500,000	$0
Roads	$2,000,000	$2,000,000	$0
Curbs and Gutters	$150,000	$150,000	$0
Landscaping	$150,000	$150,000	$0
Lighting	$150,000	$150,000	$0
Park/Seating Areas	$1,000,000	$2,200,000	$1,200,000
Publicly-Owned Utilities	$150,000	$150,000	$0
Architectural/Engineering Costs	$615,000	$795,000	$180,000
Subtotal	$4,715,000	$6,095,000	$1,380,000
Contingency (15%)	**$707,250**	**$914,250**	$207,000
Public MSF Eligible Activities SubTotal	**$5,422,250**	**$7,009,250**	**$1,587,000**
Interest 5% for 20 years)	$2,557,000	$4,239,550	$1,682,550
Brownfield Plan/Act 381 Work Plan Preparation	**$20,000**	**$25,000**	$5,000
Brownfield Plan/Act 381 Work Plan Implementation	**$200,000**	**$40,000**	($160,000)
City MSF Eligible Activities Total	**$8,199,250**	**$11,313,800**	**$3,114,550**
MSF Eligible Activities Total Costs	**$43,728,650**	**$40,511,580**	**($3,217,070)**

Table 2.1 - Annual Revenue and Brownfield Capture Estimates
Former Hospital Redevelopment Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Estimated Taxable Value (TV) Increase Rate: **1.50%**

Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Revenue Year		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
*Base Taxable Value		$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800
Annual Value Additions	$ 198,846,479				$ 2,446,000	$ 31,789,685	$ 45,250,470	$ 38,191,680	$ 39,457,992	$ 34,196,806	$ 7,513,847						
Cumulative Value Additions				$ -	$ -	$ 2,446,000	$ 34,272,375	$ 80,036,931	$ 119,429,164	$ 160,678,594	$ 197,285,578	$ 207,758,709	$ 210,875,089	$ 214,038,216	$ 217,248,789	$ 220,507,521	$ 223,815,134
Estimated New TV		$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 2,152,800	$ 18,065,987	$ 40,948,265	$ 60,644,382	$ 81,269,097	$ 99,572,589	$ 104,809,154	$ 106,367,345	$ 107,948,908	$ 109,554,194	$ 111,183,560	$ 112,837,367
Incremental Difference (New TV - Base TV)			$ -	$ -	$ -	$ 1,223,000	$ 17,136,187	$ 40,018,465	$ 59,714,582	$ 80,339,297	$ 98,642,789	$ 103,879,354	$ 105,437,545	$ 107,019,108	$ 108,624,394	$ 110,253,760	$ 111,907,567
Non PRE % Estimate	**80%**																
Total School Revenue	Millage Rate																
	42.44% 24.0000	$ 22,315	$ 22,315	$ 22,315	$ 22,315	$ 47,264	$ 371,893	$ 838,692	$ 1,240,493	$ 1,661,237	$ 2,034,628	$ 2,141,454	$ 2,173,241	$ 2,205,505	$ 2,238,253	$ 2,271,492	$ 2,305,230
Total Local Revenue	Millage Rate																
	57.56% 32.5560	$ 30,271	$ 30,271	$ 30,271	$ 30,271	$ 70,087	$ 588,156	$ 1,333,112	$ 1,974,339	$ 2,645,797	$ 3,241,685	$ 3,412,167	$ 3,462,895	$ 3,514,385	$ 3,566,646	$ 3,619,692	$ 3,673,533
Total Revenue	Millage Rate																
	56.5560	$ 52,586	$ 52,586	$ 52,586	$ 52,586	$ 117,351	$ 960,050	$ 2,171,804	$ 3,214,831	$ 4,307,034	$ 5,276,313	$ 5,553,621	$ 5,636,136	$ 5,719,890	$ 5,804,899	$ 5,891,184	$ 5,978,763
State Revenue	Millage Rate	43.02%															
State Education Tax (SET)	6.0000	$ -	$ -	$ -	$ -	$ 7,338	$ 102,817	$ 240,111	$ 358,287	$ 482,036	$ 591,857	$ 623,276	$ 632,625	$ 642,115	$ 651,746	$ 661,523	$ 671,445
School Operating Tax	18.0000	$ -	$ -	$ -	$ -	$ 17,611	$ 246,761	$ 576,266	$ 859,890	$ 1,156,886	$ 1,420,456	$ 1,495,863	$ 1,518,301	$ 1,541,075	$ 1,564,191	$ 1,587,654	$ 1,611,469
School Total	24.0000	$ -	$ -	$ -	$ -	$ 24,949	$ 349,578	$ 816,377	$ 1,218,177	$ 1,638,922	$ 2,012,313	$ 2,119,139	$ 2,150,926	$ 2,183,190	$ 2,215,938	$ 2,249,177	$ 2,282,914
Local Revenue	Millage Rate	56.98%															
City Operating	17.5604	$ -	$ -	$ -	$ -	$ 21,476	$ 300,918	$ 702,740	$ 1,048,612	$ 1,410,790	$ 1,732,207	$ 1,824,163	$ 1,851,525	$ 1,879,298	$ 1,907,488	$ 1,936,100	$ 1,965,142
Senior	0.3453	$ -	$ -	$ -	$ -	$ 422	$ 5,917	$ 13,818	$ 20,619	$ 27,741	$ 34,061	$ 35,870	$ 36,408	$ 36,954	$ 37,508	$ 38,071	$ 38,642
County Allocated	5.2446	$ -	$ -	$ -	$ -	$ 6,414	$ 89,872	$ 209,881	$ 313,179	$ 421,347	$ 517,342	$ 544,806	$ 552,978	$ 561,272	$ 569,691	$ 578,237	$ 586,910
Transit	0.5970	$ -	$ -	$ -	$ -	$ 730	$ 10,230	$ 23,891	$ 35,650	$ 47,963	$ 58,890	$ 62,016	$ 62,946	$ 63,890	$ 64,849	$ 65,821	$ 66,809
Aging	0.4474	$ -	$ -	$ -	$ -	$ 547	$ 7,667	$ 17,904	$ 26,716	$ 35,944	$ 44,133	$ 46,476	$ 47,173	$ 47,880	$ 48,599	$ 49,328	$ 50,067
MOE	0.5448	$ -	$ -	$ -	$ -	$ 666	$ 9,336	$ 21,802	$ 32,533	$ 43,769	$ 53,741	$ 56,593	$ 57,442	$ 58,304	$ 59,179	$ 60,066	$ 60,967
Dispatch	0.4970	$ -	$ -	$ -	$ -	$ 608	$ 8,517	$ 19,889	$ 29,678	$ 39,929	$ 49,025	$ 51,628	$ 52,402	$ 53,188	$ 53,986	$ 54,796	$ 55,618
Rescue	0.1525	$ -	$ -	$ -	$ -	$ 187	$ 2,613	$ 6,103	$ 9,106	$ 12,252	$ 15,043	$ 15,842	$ 16,079	$ 16,320	$ 16,565	$ 16,814	$ 17,066
Veterans	0.1000	$ -	$ -	$ -	$ -	$ 122	$ 1,714	$ 4,002	$ 5,971	$ 8,034	$ 9,864	$ 10,388	$ 10,544	$ 10,702	$ 10,862	$ 11,025	$ 11,191
Heritage Trail	0.1970	$ -	$ -	$ -	$ -	$ 241	$ 3,376	$ 7,884	$ 11,764	$ 15,827	$ 19,433	$ 20,464	$ 20,771	$ 21,083	$ 21,399	$ 21,720	$ 22,046
Library	1.4714	$ -	$ -	$ -	$ -	$ 1,800	$ 25,214	$ 58,883	$ 87,864	$ 118,211	$ 145,143	$ 152,848	$ 155,141	$ 157,468	$ 159,830	$ 162,227	$ 164,661
ISD	3.7030	$ -	$ -	$ -	$ -	$ 4,529	$ 63,455	$ 148,188	$ 221,123	$ 297,496	$ 365,274	$ 384,665	$ 390,435	$ 396,292	$ 402,236	$ 408,270	$ 414,394
MAPS Sinking Fund	0.9340	$ -	$ -	$ -	$ -	$ 1,142	$ 16,005	$ 37,377	$ 55,773	$ 75,037	$ 92,132	$ 97,023	$ 98,479	$ 99,956	$ 101,455	$ 102,977	$ 104,522
Local Total	31.7944	$ -	$ -	$ -	$ -	$ 38,885	$ 544,835	$ 1,272,363	$ 1,898,589	$ 2,554,340	$ 3,136,288	$ 3,302,782	$ 3,352,323	$ 3,402,608	$ 3,453,647	$ 3,505,452	$ 3,558,034
State and Local Capture	Millage Rate																
TOTAL	**55.7944**	$ -	$ -	$ -	$ -	$ 63,834	$ 894,413	$ 2,088,740	$ 3,116,767	$ 4,193,261	$ 5,148,601	$ 5,421,921	$ 5,503,249	$ 5,585,798	$ 5,669,585	$ 5,754,629	$ 5,840,948
Non-Capturable Millages	Millage Rate																
Library Debt	0.3816	$ -	$ -	$ -	$ -	$ 467	$ 6,539	$ 15,271	$ 22,787	$ 30,657	$ 37,642	$ 39,640					
MAPS Debt	0.3800	$ -	$ -	$ -	$ -	$ 465	$ 6,512	$ 15,207	$ 22,692	$ 30,529	$ 37,484	$ 39,474	$ 40,066	$ 40,667			
		$ -	$ -	$ -	$ -	$ 931	$ 13,051	$ 30,478	$ 45,479	$ 61,186	$ 75,126	$ 79,115	$ 40,066	$ 40,667	$ -	$ -	$ -
	56.5560																

Estimated Taxable Value (TV) Increase Rate: **2.50%**

Plan Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Revenue Year	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
*Base Taxable Value	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800
	$ 227,172,361	$ 230,579,946	$ 234,038,645	$ 237,549,225	$ 241,112,463	$ 244,729,150	$ 248,400,087	$ 252,126,089	$ 255,907,980	$ 259,746,600	$ 263,642,799	$ 267,597,441	$ 271,611,402	$ 275,685,573	$ 279,820,857
	$ 114,515,980	$ 116,219,773	$ 117,949,123	$ 119,704,412	$ 121,486,032	$ 123,294,375	$ 125,129,844	$ 126,992,844	$ 128,883,790	$ 130,803,100	$ 132,751,199	$ 134,728,520	$ 136,735,501	$ 138,772,587	$ 140,840,229
	$ 113,586,180	$ 115,289,973	$ 117,019,323	$ 118,774,612	$ 120,556,232	$ 122,364,575	$ 124,200,044	$ 126,063,044	$ 127,953,990	$ 129,873,300	$ 131,821,399	$ 133,798,720	$ 135,805,701	$ 137,842,787	$ 139,910,429
Total School Revenue Millage Rate															
42.44% 24.0000	$ 2,339,473	$ 2,374,231	$ 2,409,509	$ 2,445,317	$ 2,481,662	$ 2,518,553	$ 2,555,996	$ 2,594,001	$ 2,632,577	$ 2,671,731	$ 2,711,472	$ 2,751,809	$ 2,792,752	$ 2,834,308	$ 2,876,488
Total Local Revenue Millage Rate															
57.56% 32.5560	$ 3,728,182	$ 3,783,651	$ 3,839,952	$ 3,897,097	$ 3,955,099	$ 4,013,972	$ 4,073,727	$ 4,134,379	$ 4,195,941	$ 4,258,426	$ 4,321,848	$ 4,386,222	$ 4,451,561	$ 4,517,880	$ 4,585,194
Total Revenue Millage Rate															
56.5560	$ 6,067,656	$ 6,157,882	$ 6,249,461	$ 6,342,414	$ 6,436,762	$ 6,532,524	$ 6,629,723	$ 6,728,380	$ 6,828,517	$ 6,930,156	$ 7,033,320	$ 7,138,031	$ 7,244,312	$ 7,352,188	$ 7,461,682
School Capture Millage Rate															
State Education Tax (SET) 6.0000	$ 681,517	$ 691,740	$ 702,116	$ 712,648	$ 723,337	$ 734,187	$ 745,200	$ 756,378	$ 767,724	$ 779,240	$ 790,928	$ 802,792	$ 814,834	$ 827,057	$ 839,463
School Operating Tax 18.0000	$ 1,635,641	$ 1,660,176	$ 1,685,078	$ 1,710,354	$ 1,736,010	$ 1,762,050	$ 1,788,481	$ 1,815,308	$ 1,842,537	$ 1,870,176	$ 1,898,228	$ 1,926,702	$ 1,955,602	$ 1,984,936	$ 2,014,710
School Total 24.0000	$ 2,317,158	$ 2,351,915	$ 2,387,194	$ 2,423,002	$ 2,459,347	$ 2,496,237	$ 2,533,681	$ 2,571,686	$ 2,610,261	$ 2,649,415	$ 2,689,157	$ 2,729,494	$ 2,770,436	$ 2,811,993	$ 2,854,173
Local Capture Millage Rate															
City Operating 17.5604	$ 1,994,619	$ 2,024,538	$ 2,054,906	$ 2,085,730	$ 2,117,016	$ 2,148,771	$ 2,181,002	$ 2,213,717	$ 2,246,923	$ 2,280,627	$ 2,314,837	$ 2,349,559	$ 2,384,802	$ 2,420,574	$ 2,456,883
Senior 0.3453	$ 39,221	$ 39,810	$ 40,407	$ 41,013	$ 41,628	$ 42,252	$ 42,886	$ 43,530	$ 44,183	$ 44,845	$ 45,518	$ 46,201	$ 46,894	$ 47,597	$ 48,311
County Allocated 5.2446	$ 595,714	$ 604,650	$ 613,720	$ 622,925	$ 632,269	$ 641,753	$ 651,380	$ 661,150	$ 671,067	$ 681,134	$ 691,351	$ 701,721	$ 712,247	$ 722,930	$ 733,774
Transit 0.597	$ 67,811	$ 68,828	$ 69,861	$ 70,908	$ 71,972	$ 73,052	$ 74,147	$ 75,260	$ 76,389	$ 77,534	$ 78,697	$ 79,878	$ 81,076	$ 82,292	$ 83,527
Aging 0.4474	$ 50,818	$ 51,581	$ 52,354	$ 53,140	$ 53,937	$ 54,746	$ 55,567	$ 56,401	$ 57,247	$ 58,105	$ 58,977	$ 59,862	$ 60,759	$ 61,671	$ 62,596
MOE 0.5448	$ 61,882	$ 62,810	$ 63,752	$ 64,708	$ 65,679	$ 66,664	$ 67,664	$ 68,679	$ 69,709	$ 70,755	$ 71,816	$ 72,894	$ 73,987	$ 75,097	$ 76,223
Dispatch 0.497	$ 56,452	$ 57,299	$ 58,159	$ 59,031	$ 59,916	$ 60,815	$ 61,727	$ 62,653	$ 63,593	$ 64,547	$ 65,515	$ 66,498	$ 67,495	$ 68,508	$ 69,535
Rescue 0.1525	$ 17,322	$ 17,582	$ 17,845	$ 18,113	$ 18,385	$ 18,661	$ 18,941	$ 19,225	$ 19,513	$ 19,806	$ 20,103	$ 20,404	$ 20,710	$ 21,021	$ 21,336
Veterans 0.1	$ 11,359	$ 11,529	$ 11,702	$ 11,877	$ 12,056	$ 12,236	$ 12,420	$ 12,606	$ 12,795	$ 12,987	$ 13,182	$ 13,380	$ 13,581	$ 13,784	$ 13,991
Heritage Trail 0.197	$ 22,376	$ 22,712	$ 23,053	$ 23,399	$ 23,750	$ 24,106	$ 24,467	$ 24,834	$ 25,207	$ 25,585	$ 25,969	$ 26,358	$ 26,754	$ 27,155	$ 27,562
Library 1.4714	$ 167,131	$ 169,638	$ 172,182	$ 174,765	$ 177,386	$ 180,047	$ 182,748	$ 185,489	$ 188,272	$ 191,096	$ 193,962	$ 196,871	$ 199,825	$ 202,822	$ 205,864
ISD 3.703	$ 420,610	$ 426,919	$ 433,323	$ 439,822	$ 446,420	$ 453,116	$ 459,913	$ 466,811	$ 473,814	$ 480,921	$ 488,135	$ 495,457	$ 502,889	$ 510,432	$ 518,088
MAPS Sinking Fund 0.934	$ 106,089	$ 107,681	$ 109,296	$ 110,935	$ 112,600	$ 114,289	$ 116,003	$ 117,743	$ 119,509	$ 121,302	$ 123,121	$ 124,968	$ 126,843	$ 128,745	$ 130,676
Local Total 31.7944	$ 3,611,404	$ 3,665,576	$ 3,720,559	$ 3,776,368	$ 3,833,013	$ 3,890,508	$ 3,948,866	$ 4,008,099	$ 4,068,220	$ 4,129,244	$ 4,191,182	$ 4,254,050	$ 4,317,861	$ 4,382,629	$ 4,448,368
Local Capture Millage Rate															
TOTAL 55.7944	$ 5,928,563	$ 6,017,491	$ 6,107,753	$ 6,199,370	$ 6,292,360	$ 6,386,746	$ 6,482,547	$ 6,579,785	$ 6,678,482	$ 6,778,659	$ 6,880,339	$ 6,983,544	$ 7,088,297	$ 7,194,622	$ 7,302,541
Non-Capturable Millages Millage Rate															
Library Debt 0.3816	$ -														
MAPS Debt 0.3800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Former Hospital Redevelopment Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Local-Only Taxes	Total
State	**43.02%**	**$ 17,510,448**	$ 3,173,347	$ 84,363		$ 20,768,158
Local	**56.98%**	**$ 23,197,257**		$ 1,415,213	$ 600,403	$ 25,212,874
TOTAL	100.0%	**$ 40,707,705**	**$ 3,173,347**	**$ 1,499,577**		**$ 45,981,031**
EGLE		$ 196,125				
MSF		$ 40,511,580				
TOTAL		**$ 40,707,705**				

Estimated Total Years of Capture:	
Local Eligible Activities	11
State Eligible Activities	13

Estimated Capture	$ 40,707,705
Administrative Fees	$ 600,403
State Revolving Fund	$ 3,173,347
LSRRF	$ 1,499,577
TOTAL	$ 45,981,031

Estimated Taxable Value (TV) Increase Rate: 1.50%

Local Eligible Activity LBRF Capture Ends

Plan Year					**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**
Capture Year								**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
Revenue Year				2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value				$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800
Annual Value Additions			$198,846,479	$ -	$ -	$ -	$ -	$ 2,446,000	$ 31,789,685	$ 45,250,470	$ 38,191,680	$ 39,457,992	$ 34,196,806	$ 7,513,847				
Cumulative Value Additions					$ -	$ -	$ -	$ 2,446,000	$ 34,272,375	$ 80,036,931	$ 119,429,164	$ 160,678,594	$ 197,285,578	$ 207,758,709	$ 210,875,089	$ 214,038,216	$ 217,248,789	$ 220,507,521
Estimated New TV				$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 2,152,800	$ 18,065,987	$ 40,948,265	$ 60,644,382	$ 81,269,097	$ 99,572,589	$ 104,809,154	$ 106,367,345	$ 107,948,908	$ 109,554,194	$ 111,183,560
Incremental Difference (New TV - Base TV)					$ -	$ -	$ -	$ 1,223,000	$ 17,136,187	$ 40,018,465	$ 59,714,582	$ 80,339,297	$ 98,642,789	$ 103,879,354	$ 105,437,545	$ 107,019,108	$ 108,624,394	$ 110,253,760
Total School Revenue	Millage Rate																	
	42.44%	24.0000		$ 22,315	$ 22,315	$ 22,315	$ 22,315	$ 47,264	$ 371,893	$ 838,692	$ 1,240,493	$ 1,661,237	$ 2,034,628	$ 2,141,454	$ 2,173,241	$ 2,205,505	$ 2,238,253	$ 2,271,492
Total Local Revenue	Millage Rate																	
	57.56%	32.5560		$ 30,271	$ 30,271	$ 30,271	$ 30,271	$ 70,087	$ 588,156	$ 1,333,112	$ 1,974,339	$ 2,645,797	$ 3,241,685	$ 3,412,167	$ 3,462,895	$ 3,514,385	$ 3,566,646	$ 3,619,692
Total Revenue	Millage Rate																	
		56.5560		$ 52,586	$ 52,586	$ 52,586	$ 52,586	$ 117,351	$ 960,050	$ 2,171,804	$ 3,214,831	$ 4,307,034	$ 5,276,313	$ 5,553,621	$ 5,636,136	$ 5,719,890	$ 5,804,899	$ 5,891,184

Plan Year				0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Revenue Year	notes		Capture Rate	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total State Incremental Revenue			43.02%	$ -	$ -	$ -	$ -	$ 24,949	$ 349,578	$ 816,377	$ 1,218,177	$ 1,638,922	$ 2,012,313	$ 2,119,139	$ 2,150,926	$ 2,183,190	$ 2,215,938	$ 2,249,177
State Brownfield Revolving Fund (50% of SET)		$ 3,173,347		$ -	$ -	$ -	$ -	$ 3,669	$ 51,409	$ 120,055	$ 179,144	$ 241,018	$ 295,928	$ 311,638	$ 316,313	$ 321,057	$ 325,873	$ 330,761
Local Brownfield Revolving Fund (State Allocation)		$ 84,363			$ -	$ -	$ -	$ -	$ -	$ 17,408	$ 66,955	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State TIR Available for Reimbursement				**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,280**	**$ 298,170**	**$ 696,321**	**$ 1,039,034**	**$ 1,397,904**	**$ 1,716,385**	**$ 1,807,501**	**$ 1,834,613**	**$ 1,862,132**	**$ 1,890,064**	**$ 1,918,415**
Total Local Incremental Revenue			56.98%	$ -	$ -	$ -	$ -	$ 38,885	$ 544,835	$ 1,272,363	$ 1,898,589	$ 2,554,340	$ 3,136,288	$ 3,302,782	$ 3,352,323	$ 3,402,608	$ 3,453,647	$ 3,505,452
BRA Administrative Fee	2%	$ 600,403		$ -	$ -	$ -	$ -	$ 778	$ 10,897	$ 25,447	$ 37,972	$ 51,087	$ 62,726	$ 66,056	$ 67,046	$ 68,052	$ 69,073	$ 70,109
Local Brownfield Revolving Fund		$ 1,415,213			$ -	$ -	$ -	$ -	$ -	$ 31,173	$ 46,515	$ 62,581	$ 76,839	$ 80,918	$ 164,264	$ 166,728	$ 169,229	$ 171,767
Local TIR Available for Reimbursement				**$ -**	**$ -**	**$ -**	**$ -**	**$ 38,107**	**$ 533,938**	**$ 1,246,916**	**$ 1,860,618**	**$ 2,503,253**	**$ 3,073,563**	**$ 3,236,726**	**$ 3,285,277**	**$ 3,334,556**	**$ 3,384,574**	**$ 3,435,343**
Total State & Local TIR Available for Reimbursement				**$ -**	**$ -**	**$ -**	**$ -**	**$ 59,387**	**$ 832,108**	**$ 1,943,237**	**$ 2,899,651**	**$ 3,901,157**	**$ 4,789,947**	**$ 5,044,227**	**$ 5,119,890**	**$ 5,196,689**	**$ 5,274,639**	**$ 5,353,759**
	Beginning Balance				Cumulative			$ 46,010	$ 690,681	$ 2,158,558	$ 4,317,138	$ 7,291,057	$ 10,942,515	$ 14,787,816	$ 18,627,164	$ 22,524,103	$ 26,479,496	$ 30,494,220
DEVELOPER				% Allocation			77%	77%	77%	77%	77%	77%	77%	77%	77%	77%	77%	77%
Developer Reimbursement		77%	$31,397,780		$ -	$ -	$ -	$ 46,010	$ 644,672	$ 1,467,876	$ 2,158,580	$ 2,973,918	$ 3,651,459	$ 3,845,300	$ 3,839,349	$ 3,896,939	$ 3,955,393	$ 4,014,724
Developer Reimbursement Balance			***$31,397,780***	***$ 31,397,780***	***$ 31,397,780***	***$ 31,397,780***	***$ 31,397,780***	***$ 31,351,770***	***$ 30,707,099***	***$ 29,239,222***	***$ 27,080,642***	***$ 24,106,723***	***$ 20,455,265***	***$ 16,609,964***	***$ 12,770,616***	***$ 8,873,677***	***$ 4,918,284***	***$ 903,560***
	Beginning Balance																	
CITY				% Allocation			23%	23%	23%	23%	23%	23%	23%	23%	23%	23%	23%	23%
City Reimbursement			$9,128,800		$ -	$ -	$ -	$ 13,377	$ 187,436	$ 426,780	$ 627,600	$ 864,657	$ 1,061,649	$ 1,118,008	$ 1,116,278	$ 1,133,022	$ 1,150,017	$ 1,167,268
City Reimbursement Balance				***$9,128,800***	***$ 9,128,800***	***$ 9,128,800***	***$ 9,128,800***	***$ 9,115,423***	***$ 8,927,987***	***$ 8,501,207***	***$ 7,873,606***	***$ 7,008,950***	***$ 5,947,300***	***$ 4,829,292***	***$ 3,713,014***	***$ 2,579,992***	***$ 1,429,975***	***$ 262,707***
MSF Non-Environmental Costs			$ 40,511,580	$ -	$ -	$ -	$ -	$ 59,101	$ 828,099	$ 1,885,528	$ 2,772,757	$ 3,820,082	$ 4,690,401	$ 4,939,396	$ 4,931,751	$ 5,005,727	$ 5,080,813	$ 3,399,933
State Tax Reimbursement	99.52%		$ 17,426,084	$ -	$ -	$ -	$ -	$ 21,178	$ 296,733	$ 675,642	$ 967,395	$ 1,391,169	$ 1,708,115	$ 1,798,792	$ 1,825,774	$ 1,853,161	$ 1,880,958	$ 1,909,173
Local Tax Reimbursement	99.52%		$ 23,085,496	$ -	$ -	$ -	$ -	$ 37,923	$ 531,366	$ 1,209,886	$ 1,805,362	$ 2,428,913	$ 2,982,286	$ 3,140,604	$ 3,105,976	$ 3,152,566	$ 3,199,855	$ 1,490,760
Total MSF Reimbursement Balance				*$ 40,511,580*	*$ 40,511,580*	*$ 40,511,580*	*$ 40,511,580*	*$ 40,452,479*	*$ 39,624,380*	*$ 37,738,852*	*$ 34,966,095*	*$ 31,146,014*	*$ 26,455,613*	*$ 21,516,217*	*$ 16,584,466*	*$ 11,578,739*	*$ 6,497,926*	*$ 3,097,993*
State MSF Balance to Be Reimbursed				*$ 17,426,084*	*$ 17,426,084*	*$ 17,426,084*	*$ 17,426,084*	*$ 17,404,907*	*$ 17,108,174*	*$ 16,432,531*	*$ 15,465,136*	*$ 14,073,967*	*$ 12,365,852*	*$ 10,567,060*	*$ 8,741,285*	*$ 6,888,124*	*$ 5,007,166*	*$ 3,097,993*
Local MSF Balance to Be Reimbursed				*$ 23,085,496*	*$ 23,085,496*	*$ 23,085,496*	*$ 23,085,496*	*$ 23,047,572*	*$ 22,516,207*	*$ 21,306,321*	*$ 19,500,959*	*$ 17,072,046*	*$ 14,089,761*	*$ 10,949,157*	*$ 7,843,181*	*$ 4,690,615*	*$ 1,490,760*	*$ (0)*
EGLE Environmental Costs			*$ 196,125*	$ -	$ -	$ -	$ -	*$ 286*	*$ 4,009*	*$ 9,128*	*$ 13,423*	*$ 18,494*	*$ 22,707*	*$ 23,913*	*$ 23,876*	*$ 24,234*	*$ 24,597*	*$ 16,460*
State Tax Reimbursement	0.48%		$ 84,363	$ -	$ -	$ -	$ -	$ 103	$ 1,437	$ 3,271	$ 4,683	$ 6,735	$ 8,269	$ 8,708	$ 8,839	$ 8,972	$ 9,106	$ 9,243
Local Tax Reimbursement	0.48%		$ 111,762	$ -	$ -	$ -	$ -	$ 184	$ 2,572	$ 5,857	$ 8,740	$ 11,759	$ 14,438	$ 15,204	$ 15,037	$ 15,262	$ 15,491	$ 7,218
Total EGLEReimbursement Balance				*$ 196,125*	*$ 196,125*	*$ 196,125*	*$ 196,125*	*$ 195,839*	*$ 191,830*	*$ 182,702*	*$ 169,278*	*$ 150,784*	*$ 128,077*	*$ 104,164*	*$ 80,289*	*$ 56,055*	*$ 31,458*	*$ 14,998*
State EGLE Balance to Be Reimbursed				*$ 84,363*	*$ 84,363*	*$ 84,363*	*$ 84,363*	*$ 84,261*	*$ 82,824*	*$ 79,553*	*$ 74,870*	*$ 68,135*	*$ 59,866*	*$ 51,157*	*$ 42,318*	*$ 33,347*	*$ 24,241*	*$ 14,998*
Local EGLE Balance to Be Reimbursed				*$ 111,762*	*$ 111,762*	*$ 111,762*	*$ 111,762*	*$ 111,578*	*$ 109,006*	*$ 103,148*	*$ 94,408*	*$ 82,649*	*$ 68,211*	*$ 53,007*	*$ 37,970*	*$ 22,708*	*$ 7,217*	*$ (0)*
Total Annual Eligible Activity Reimbursement				*$ -*	*$ -*	*$ -*	*$ -*	*$ 59,387*	*$ 832,108*	*$ 1,894,656*	*$ 2,786,181*	*$ 3,838,575*	*$ 4,713,108*	*$ 4,963,309*	*$ 4,955,626*	*$ 5,029,961*	*$ 5,105,410*	*$ 3,416,393*
Local Only Costs	2%																	
Local Tax Reimbursement				$ -														
Total Local Only Reimbursement Balance				*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Brownfield Revolving Fund										2.50%	2.50%	2.50%	2.50%	2.50%	5.00%	5.00%	5.00%	5.00%
State Tax Capture	$ 84,363	$ 84,363		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 17,408*	*$ 66,955*							
Local Tax Capture	$ 1,415,213			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 31,173*	*$ 46,515*	*$ 62,581*	*$ 76,839*	*$ 80,918*	*$ 164,264*	*$ 166,728*	*$ 169,229*	*$ 171,767*
Total LBRF Capture	$ 1,499,577			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 48,581*	*$ 113,471*	*$ 62,581*	*$ 76,839*	*$ 80,918*	*$ 164,264*	*$ 166,728*	*$ 169,229*	*$ 171,767*
State Brownfield Fund				*$ -*	*$ -*	*$ -*	*$ -*	*$ 3,669*	*$ 51,409*	*$ 120,055*	*$ 179,144*	*$ 241,018*	*$ 295,928*	*$ 311,638*	*$ 316,313*	*$ 321,057*	*$ 325,873*	*$ 330,761*
Total Annual Brownfield Capture				*$ -*	*$ -*	*$ -*	*$ -*	*$ 63,834*	*$ 894,413*	*$ 2,088,740*	*$ 3,116,767*	*$ 4,193,261*	*$ 5,148,601*	*$ 5,421,921*	*$ 5,503,249*	*$ 5,585,798*	*$ 5,669,585*	*$ 3,989,031*

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Former Hospital Redevelopment Brownfield Plan Amendment
City of Marquette Brownfield Redevelopment Authority

Estimated Taxable Val		State Eligible Activity Capture Ends																		
		15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
		12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27			
		2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052			
*		$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800	$ 929,800			
Ann										$ -	$ -			$ -	$ -	$ -	$ -			
Cumulat		$ 223,815,134	$ 227,172,361	$ 230,579,946	$ 234,038,645	$ 237,549,225	$ 241,112,463	$ 244,729,150	$ 248,400,087	$ 252,126,089	$ 255,907,980	$ 259,746,600	$ 263,642,799	$ 267,597,441	$ 271,611,402	$ 275,685,573	$ 279,820,857			
		$ 112,837,367	$ 114,515,980	$ 116,219,773	$ 117,949,123	$ 119,704,412	$ 121,486,032	$ 123,294,375	$ 125,129,844	$ 126,992,844	$ 128,883,790	$ 130,803,100	$ 132,751,199	$ 134,728,520	$ 136,735,501	$ 138,772,587	$ 140,840,229			
Incremental Difference		$ 111,907,567	$ 113,586,180	$ 115,289,973	$ 117,019,323	$ 118,774,612	$ 120,556,232	$ 122,364,575	$ 124,200,044	$ 126,063,044	$ 127,953,990	$ 129,873,300	$ 131,821,399	$ 133,798,720	$ 135,805,701	$ 137,842,787	$ 139,910,429			
Total School Revenue																				
		$ 2,305,230	$ 2,339,473	$ 2,374,231	$ 2,409,509	$ 2,445,317	$ 2,481,662	$ 2,518,553	$ 2,555,996	$ 2,594,001	$ 2,632,577	$ 2,671,731	$ 2,711,472	$ 2,751,809	$ 2,792,752	$ 2,834,308	$ 2,876,488			
Total Local Revenue																				
		$ 3,673,533	$ 3,728,182	$ 3,783,651	$ 3,839,952	$ 3,897,097	$ 3,955,099	$ 4,013,972	$ 4,073,727	$ 4,134,379	$ 4,195,941	$ 4,258,426	$ 4,321,848	$ 4,386,222	$ 4,451,561	$ 4,517,880	$ 4,585,194			
Total Revenue																				
		$ 5,978,763	$ 6,067,656	$ 6,157,882	$ 6,249,461	$ 6,342,414	$ 6,436,762	$ 6,532,524	$ 6,629,723	$ 6,728,380	$ 6,828,517	$ 6,930,156	$ 7,033,320	$ 7,138,031	$ 7,244,312	$ 7,352,188	$ 7,461,682			
Plan Year		15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
Revenue Year		2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052			
Total State Incremental Revenue		$ 2,282,914	$ 2,317,158	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
State Brownfield Revolving Fund (50% of SET)		$ 335,723	$ 340,759	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Local Brownfield Revolving Fund (State Allocation)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
State TIR Available for Reimbursement		**$ 1,947,192**	**$ 1,976,400**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**			
Total Local Incremental Revenue		$ 3,558,034	$ 3,611,404	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
BRA Administrative Fee		$ 71,161																		
Local Brownfield Revolving Fund		$ 174,344	$ 270,855	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Local TIR Available for Reimbursement		**$ 3,486,873**	**$ 3,611,404**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**			
Total State & Local TIR Available for Reimbursement		**$ 5,434,065**	**$ 5,587,804**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**			
		$ 31,397,780																		
DEVELOPER		17%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
Developer Reimbursement		$ 903,560	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Developer Reimbursement Balance		***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***			
CITY		5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
City Reimbursement		$ 262,707	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
City Reimbursement Balance		***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***			
MSF Non-Environmental Costs		*$ 1,937,810*	*$ 1,160,182*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*			
State Tax Reimbursement		$ 1,937,810	$ 1,160,182	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Local Tax Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Total MSF Reimbursement Balance		*$ 1,160,183*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ -*			
State MSF Balance to Be Reimbursed		*$ 1,160,183*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*			
Local MSF Balance to Be Reimbursed		*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*			
EGLE Environmental Costs		*$ 9,381*	*$ 5,616*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*			
State Tax Reimbursement		$ 9,381	$ 5,616	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Local Tax Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Total EGLEReimbursement Balance		*$ 5,616*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*			
State EGLE Balance to Be Reimbursed		*$ 5,617*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*	*$ 0*			
Local EGLE Balance to Be Reimbursed		*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*			
Total Annual Eligible Activity Reimbursement		*$ 1,947,192*	*$ 1,165,799*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*			
Local Only Costs																				
Local Tax Reimbursement		$ -	$ -	$ -	$ -															
Total Local Only Reimbursement Balance		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Local Brownfield Revolving Fund		5.00%	7.50%	7.50%	0.00%	0.00%	0.00%													
State Tax Capture							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
Local Tax Capture		$ 174,344	$ 270,855	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
Total LBRF Capture		*$ 174,344*	*$ 270,855*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*			
State Brownfield Fund		*$ 335,723*	*$ 340,759*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*			
Total Annual Brownfield Capture		*$ 2,528,419*	*$ 1,777,412*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*			

ATTACHMENT A – BROWNFIELD PLAN RESOLUTIONS

RESOLUTION
Brownfield Plan Amendment – Former Hospital Redevelopment
City of Marquette Brownfield Redevelopment Authority

At a regular meeting of the City of Marquette Brownfield Redevelopment Authority of Marquette, Michigan, held at the Marquette Municipal Service Center, 1100 Wright Street, Marquette, Michigan on September 17, 2025 at 1:00 a.m., the following resolution was offered by

Authority Member _____ and supported by

Authority Member _____.

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, or historically designated property through tax increment financing of Eligible Activities approved in a Brownfield Plan; and

Whereas the Marquette City Commission (the "Commission") established the City of 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 cleanup and redevelopment of Brownfields within the City of Marquette; and,

Whereas, A Brownfield Plan for the former Marquette General Hospital (MGH) redevelopment was approved by the City of Marquette Brownfield Redevelopment Authority (MBRA) on May 19, 2022 and by the Marquette City Commission on May 31, 2022 with a primary focus on abatement and demolition and infrastructure improvements, as well as site preparation and abatement and demolition costs have been covered by funding from the State through a Community Development Block Grant (CDBG) and a Blight Elimination Grant.; and

Whereas the selected master developer, Veridea Group has been working to prepare the specific plans for the redevelopment that provides for multiple uses and appropriate density as outlined in the City Master Plan, and in order to provide for the desired density, there is a critical need for integrated parking rather than surface parking. However, the cost for developing integrated parking is extensive and threatens the financial viability of the development without Brownfield TIF support and Veridea has requested a revision to the Brownfield Plan Eligible Activity budget to shift from abatement and demolition to integrated parking, as well as a significant investment in public parks.

Whereas City of Marquette Brownfield Redevelopment Authority has prepared and reviewed a Brownfield Plan Amendment to adjust the Brownfield Eligible Activity Budget to reallocate from abatement and demolition to integrated parking and other adjustments and finds that it meets the requirements of Act 381 and constitutes a public purpose to meet a critical community need for housing, provide community gathering spaces, transform a property that is inconsistent with surrounding land uses into an integrated, planned development with a respectful transition from the residential neighborhoods to the University, and significantly increase the value of functionally obsolete property; and

Whereas a public hearing on the Brownfield Plan Amendment is anticipated to be held on the regular meeting of the Marquette City Commission on September 29, 2025 and notice of the public hearing and notice to taxing jurisdictions will be provided in compliance with the requirements of Act 381;

Now, Therefore be it Resolved that the City of Marquette Brownfield Redevelopment Authority hereby approves the Brownfield Plan Amendment for Former Hospital Redevelopment subject to final review and approval by the Executive Director, and recommends approval by the Marquette City Commission; 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

_____

Callie New, Chair, City of Marquette
Brownfield Redevelopment Authority

Certified to be a true copy

_____

Date

_____

Matt Tuccini, Secretary

RESOLUTION
Brownfield Plan Amendment Approval
Former Hospital Redevelopment
420 West Magnetic Street

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 29, 2025, 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, or historically designated property through tax increment financing of Eligible Activities approved in a Brownfield Plan or Amendment; and

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

Whereas, A Brownfield Plan for the former Marquette General Hospital (MGH) redevelopment was approved by the City of Marquette Brownfield Redevelopment Authority (MBRA) on May 19, 2022 and by the Marquette City Commission on May 31, 2022 with a primary focus on abatement and demolition and infrastructure improvements, as well as site preparation and abatement and demolition costs have been covered by funding from the State through a Community Development Block Grant (CDBG) and a Blight Elimination Grant; and

Whereas the selected master developer, Veridea Group has been working to prepare the specific plans for the redevelopment that provides for multiple uses and appropriate density as outlined in the City Master Plan, and in order to provide for the desired density, there is a critical need for integrated parking rather than surface parking. However, the cost for developing integrated parking is extensive and threatens the financial viability of the development without Brownfield TIF support and Veridea has requested a revision to the Brownfield Plan Eligible Activity budget to shift from abatement and demolition to integrated parking, as well as a significant investment in public parks.

Whereas the City of Marquette Brownfield Redevelopment Authority has reviewed the Brownfield Plan Amendment and determined the Brownfield Plan Amendment meets the requirements of Act 381 and constitutes a public purpose to meet a critical community need for housing, provide community gathering spaces, transform a property that is inconsistent with surrounding land uses into an integrated, planned development with a respectful transition from residential neighborhoods to Northern Michigan University, and significantly increase the value of functionally obsolete property; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Brownfield Plan Amendment at a regular meeting on September 17, 2025 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Brownfield Plan Amendment was held on September 29, 2025, and notice of the public hearing and notice to taxing jurisdictions have been provided in compliance with the requirements of Act 381; and

Now, Therefore be it Resolved, The Marquette City Commission has reviewed the Brownfield Plan Amendment and finds, in accordance with the requirements of Section 14 of Act 381 that:

(a) The Brownfield Plan Amendment constitutes a public purpose to meet a critical community need for housing, provide community gathering spaces, transform a property that is inconsistent with surrounding land uses into an integrated, planned development with a respectful transition from residential neighborhoods to Northern Michigan University, and significantly increase the value of functionally obsolete property;
(b) The Brownfield Plan Amendment meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan Amendment, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of Eligible Activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of Eligible Property, estimates of persons residing on the Eligible Property if applicable, and a plan and provisions for relocation of residents, if applicable;
(c) The proposed method of financing the costs of Eligible Activities by the master developer for private Eligible Activities and the MBRA and the City of Marquette for public infrastructure is feasible, as described in Section 2.4 of the Brownfield Plan;
(d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence activities, meeting regulatory requirements relocation of active utilities, site preparation and public infrastructure, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described in Section 2.1 and 2.2 of the Brownfield Plan Amendment; and
(e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan Amendment is reasonable, as calculated in Table 2.1 and 2.2 of

the Brownfield Plan Amendment, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding Eligible Activity obligation approved as part of the Brownfield Plan Amendment and expenses reviewed and approved by the MBRA; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq,* the Marquette City Commission hereby approves the Former Hospital Redevelopment Brownfield Plan Amendment.

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 resolutions, 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

ATTACHMENT B – AFFIDAVIT OF FUNCTIONAL OBSOLECENCE

AFFIDAVIT OF MILES ANDERSON

STATE OF MICHIGAN)
SS)
COUNTY OF MARQUETTE)

The undersigned, being first duly sworn, deposes and says:

1. I am a Level IV assessor for the City of Marquette.
2. In my capacity as the City Assessor, I have physically Inspected the building located at 420 W Magnetic Street, Marquette, Michigan in 2021 and have found this property to be functionally obsolete, in accordance with PA 146 of 2000 as amended, MCL 125.2781 based on its current condition in 2021 only the property located South of College Avenue meets this definition.

3. The parcel number and legal description of the property included is as follows:

DLP Marquette General Hospital LLC Properties

Part of Parcel # 0410680 located South of College Avenue. ***420 W Magnetic St***

BEAL'S ADDITION

W 19.1' OF LOT 4 & ALL OF LOTS 6

COLLEGE HEIGHTS ADDITION

LOTS 97 THRU 120, LOT 148, LOTS 150 THRU 153, LOTS 160 THRU 163, LOT 165 AND VAC LEE ST ADJ TO LOT 108 AND 109.

NORMAL ADDITION

LOTS 1 THRU 3, N 102.3' OF LOTS 4 AND 5, LOT 7, N 90' AND S 45' OF LOTS 8 AND 9, LOT 82 THRU 90 , LOTS 92 THRU 99, EXCLUDED LOT C, AND VAC LEE ST ADJ TO LOTS 82 AND 89.

ALSO

PART OF EXCLUDED LOT D BEG AT SE COR OF W COLLEGE AVE & HEBARD CT INTERSECTION, TH E 150', TH S 300', TH W 100' TH N 150', TH W 50', TH N 150 TO POB.

PALMER'S ADDITION #3

LOTS 221, 222,

SEC 14 T48N R25W

PART OF SE 1/4 OF SW 1/4 BEG AT A PT 85' E OF THE NE COR OF LEE & PARK STS; TH N 127.2'; TH E 84'; TH S 127.2'; TH W 84' TO POB.

AND

PART OF SE 1/4 OF SW 1/4 BEG AT PT 224' E OF NE COR OF LEE & W PARK STS; TH N 129.3'; TH E 50'; TH S 129.3'; TH W 50' TO POB.

Excludes all property NORTH of College Avenue described as follows: COLLEGE HEIGHTS ADDITION

LOTS 61 THRU 72, AND VAC LEE ST ADJ TO LOTS 61.

NORMAL ADDITION

LOTS 68 THRU 81, EXCLUDED LOT B, AND VAC LEE ST ADJ TO LOTS 68 & 81.

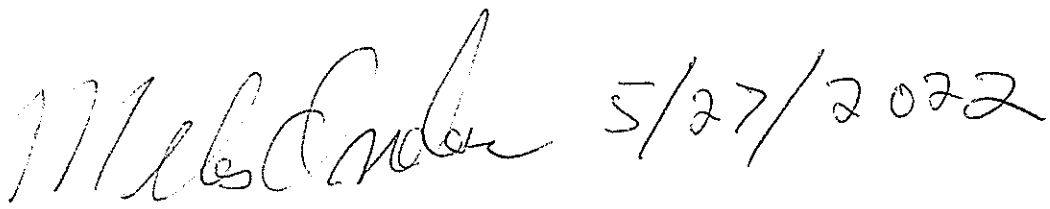
4. The building was constructed in phases many years ago.

5. The building is a former regional hospital, brick structure. The heating, plumbing and electrical systems all need to be replaced and updated to meet current standards.

6. Based on my knowledge of the property and the type of work needed to make the building viable in the current market, it is my opinion as a certified level IV Assessor that the building meets the definition of "functionally obsolete" as defined in the Obsolete Properties Rehabilitation Act, 2000, PA 146, MCL 125.2782 and the Brownfield Redevelopment Financing Act, 1996. PA 381, MCL 125.2652

7. I have personal knowledge of the facts set forth above and can competently testify if called as a witness.

MMAO Michigan Master Assessing Officer.
Miles Anderson
Assessor, City of Marquette



Mels Melora 5/27/2022

miles Anderson

Subscribe and sworn to before me this 27 day of May 2022

Notary Public Lisa M McGuire

Notary public, Marquette County, Michigan

LISA M. McGUIRE
Marquette County, Michigan

My commission expiree August 14 2022

My commission expires

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

RESOLUTION
Brownfield Plan Amendment Approval
Former Hospital Redevelopment
420 West Magnetic Street

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 29, 2025, 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, or historically designated property through tax increment financing of Eligible Activities approved in a Brownfield Plan or Amendment; and

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

Whereas, A Brownfield Plan for the former Marquette General Hospital (MGH) redevelopment was approved by the City of Marquette Brownfield Redevelopment Authority (MBRA) on May 19, 2022 and by the Marquette City Commission on May 31, 2022 with a primary focus on abatement and demolition and infrastructure improvements, as well as site preparation and abatement and demolition costs have been covered by funding from the State through a Community Development Block Grant (CDBG) and a Blight Elimination Grant; and

Whereas the selected master developer, Veridea Group has been working to prepare the specific plans for the redevelopment that provides for multiple uses and appropriate density as outlined in the City Master Plan, and in order to provide for the desired density, there is a critical need for integrated parking rather than surface parking. However, the cost for developing integrated parking is extensive and threatens the financial viability of the development without Brownfield TIF support and Veridea has requested a revision to the Brownfield Plan Eligible Activity budget to shift from abatement and demolition to integrated parking, as well as a significant investment in public parks.

Whereas the City of Marquette Brownfield Redevelopment Authority has reviewed the Brownfield Plan Amendment and determined the Brownfield Plan Amendment meets the requirements of Act 381 and constitutes a public purpose to meet a critical community need for housing, provide community gathering spaces, transform a property that is inconsistent with surrounding land uses into an integrated, planned development with a respectful transition from residential neighborhoods to Northern Michigan University, and significantly increase the value of functionally obsolete property; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved an initial version of the Brownfield Plan Amendment at a regular meeting on September 17, 2025, and will subsequently review a revised version of this amendment with changes made in the interim period, and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Brownfield Plan Amendment was held on September 29, 2025, and notice of the public hearing and notice to taxing jurisdictions have been provided in compliance with the requirements of Act 381; and

Now, Therefore be it Resolved, The Marquette City Commission has reviewed the Brownfield Plan Amendment and finds, in accordance with the requirements of Section 14 of Act 381 that:

(a) The Brownfield Plan Amendment constitutes a public purpose to meet a critical community need for housing, provide community gathering spaces, transform a property that is inconsistent with surrounding land uses into an integrated, planned development with a respectful transition from residential neighborhoods to Northern Michigan University, and significantly increase the value of functionally obsolete property;
(b) The Brownfield Plan Amendment meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan Amendment, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of Eligible Activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of Eligible Property, estimates of persons residing on the Eligible Property if applicable, and a plan and provisions for relocation of residents, if applicable;
(c) The proposed method of financing the costs of Eligible Activities by the master developer for private Eligible Activities and the MBRA and the City of Marquette for public infrastructure is feasible, as described in Section 2.4 of the Brownfield Plan;
(d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence activities, meeting regulatory requirements relocation of active utilities, site preparation and public infrastructure, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described in Section 2.1 and 2.2 of the Brownfield Plan Amendment; and

(e) The amount of captured taxable value estimated from the adoption of the Brownfield Plan Amendment is reasonable, as calculated in Table 2.1 and 2.2 of the Brownfield Plan Amendment, based on calculations of the tax revenues derived from taxable value increases and millage rates approved and authorized by the taxing jurisdictions on an annualized basis and balances against the outstanding Eligible Activity obligation approved as part of the Brownfield Plan Amendment and expenses reviewed and approved by the MBRA; and

Be it Further Resolved that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq,* the Marquette City Commission hereby approves the Former Hospital Redevelopment Brownfield Plan Amendment.

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 resolutions, 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

Agenda Date: 9/29/2025

Public Hearing(s)
Rezoning of 480 River Park Circle - Roll Call Vote

BACKGROUND:

The right to develop the Shophouse Park PUD at 480 River Park Circle has expired due to the failure to submit Final Site Plans within the time period granted to begin development under Section 54.323(I)(6) of the Land Development Code (LDC). Thus, the property must be rezoned to its previous classification or another classification recommended by the Community Master Plan (CMP), per the same section of the LDC. Staff recommends that the property be rezoned to the previous zoning district, Industrial-Manufacturing (I-M), which is supported by the CMP, although there is no specific recommendation for this property in the CMP.

The Planning Commission reviewed the materials at their September 16, 2025 meeting and made the following motion:

It was moved by D. Fetter, seconded by J. Fitkin, and carried 5-0, that after conducting a public hearing and review of the application and Staff Report for 02-REZ-09-25, the Planning Commission finds that the proposed rezoning is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission approve 02-REZ-09-25 as presented.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Adopt Ordinance 25-12 to rezone the property at 480 River Park Circle to Industrial-Manufacturing.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Shophouse Park recorded PUD Agreement
- Notification of PUD Expiration to Property Owner
- Planning Commission Memo
- Ordinance 25-12

59
City of Mqt.
Lisa- pick-up.

DocId:8112243
Tx:4072830
8/23/2023 10:33:00 AM

2023R-07160
TONYA NELSON
REGISTER OF DEEDS
MARQUETTE COUNTY, MI
RECEIVED ON
08/23/2023 10:33 AM
RECORDED ON
08/23/2023 01:43 PM
PAGES: 59

PLANNED UNIT DEVELOPMENT AGREEMENT FOR SHOPHOUSE PARK DEVELOPMENT

This Agreement is made this 7th day of August 2023, by and between HOPONASSU OZ LLC, a Michigan limited liability company, of 420 East Prospect Street, Marquette, Michigan 49855, (hereinafter "Developer") and the CITY OF MARQUETTE, a municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, (hereinafter "City");

WHEREAS,

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:

Lot 12, River Park Complex ("Parcel").

B. Developer filed a petition to rezone said Parcel to Planned Unit Development (hereinafter "PUD") based on a PUD site plan dated May 9, 2023, on file with the City, for the purpose of developing a mixed use project called "Shophouse Park" (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 6, 2023, the Marquette City Planning Commission recommended approval of the petition with certain conditions. The minutes are attached as Exhibit B.

D. On July 10, 2023, the Marquette City Commission, following public hearing, approved the petition with certain conditions. The minutes are attached as Exhibit C.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. Execution by Developer. By executing this Agreement, Developer 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 (Exhibit A), 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 B, 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.

D. The parties acknowledge that the PUD Submittal may need to be amended, as permitted by the City's Land Development Code. Pursuant to the City's Land Development Code 54.323(N) "Proposed amendments or changes to an approved PUD plan shall be submitted to the Zoning Administrator. The Zoning Administrator shall determine whether the proposed modification is of such minor nature as not to violate the area and density requirements or to affect the overall character of the plan, as guided by Section 54.323(N)(1), and in such event may approve or deny the proposed amendment. If the Zoning Administrator determines the proposed amendment is major in nature, the Planning Commission shall review the amendment in accordance with the provisions and procedures of this Section as they relate to 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."

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

F. 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 as modified below:

A. Developer shall submit an amended site plan to meet staff comments for the final site plan review.

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.

Dated this 7th day of August 2023.

DEVELOPER
HOPONASSU OZ, LLC

By: David Ollila
Its:

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Sue A. Perry
NOTARY PUBLIC
COUNTY OF MARQUETTE
My Commission Expires
7/29/2028
Acting in the County of
Marquette
STATE OF MICHIGAN

Acknowledged before me in Marquette County, Michigan, on August 8, 2023 by David Ollila, owner, Hoponassu OZ, LLC.

Sue A Perry
Sue A Perry, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 7-29-2028
Acting in the County of Marquette

CITY OF MARQUETTE

By: Cody O. Mayer
Its: Mayor

By: Kyle Whitney
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on Aug. 15, 2023, by Cody O. Mayer, Mayor of the City of Marquette, and Kyle Whitney, Clerk of the City of Marquette.

Wendy S. Larson
Wendy S. Larsen, Notary Public
State of Michigan, County of Marquette
My Commission Expires: Feb. 7, 2024
Acting in the County of Marquette

Approved as to Content:

Karen M. Kovacs, City Manager

WENDY S. LARSON
Notary public, Marquette County, Michigan
My commission expires February 7, 2024.

Prepared by:
Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Ave.
Marquette, MI 49855

Exhibit A

SHOPHOUSE PARK

480 River Park Marquette, MI
49855

May 2023

Presented to:
The City of Marquette
Community Development Department
300 West Baraga Avenue
Marquette, MI 49855

Owner:
Hoponassu OZ LLC
Marquette, MI

Team:

T+E+A+M

LEPPANEN.ANKER
ARQUITECTURA

GEI

Site

SHOPHOUSE PARK
480 River Park Marquette, MI
49855

LEGEND

- Equipments / Parks
- Shop House Park

ZONING

3.44 Acre Mixed Use

- Commercial
- Residential
- Restaurant
- Office
- Retail
- Recreation

Being a strategic site, the land is located and surrounded by natural and recreational areas that allow the tourist and commercial activation of the place, providing it with services and homes that respect the natural environment and adjust to the existing landscape.

The creation of residential and mixed-use constructions is proposed: houses on the upper floor and workshops on the lower floor.

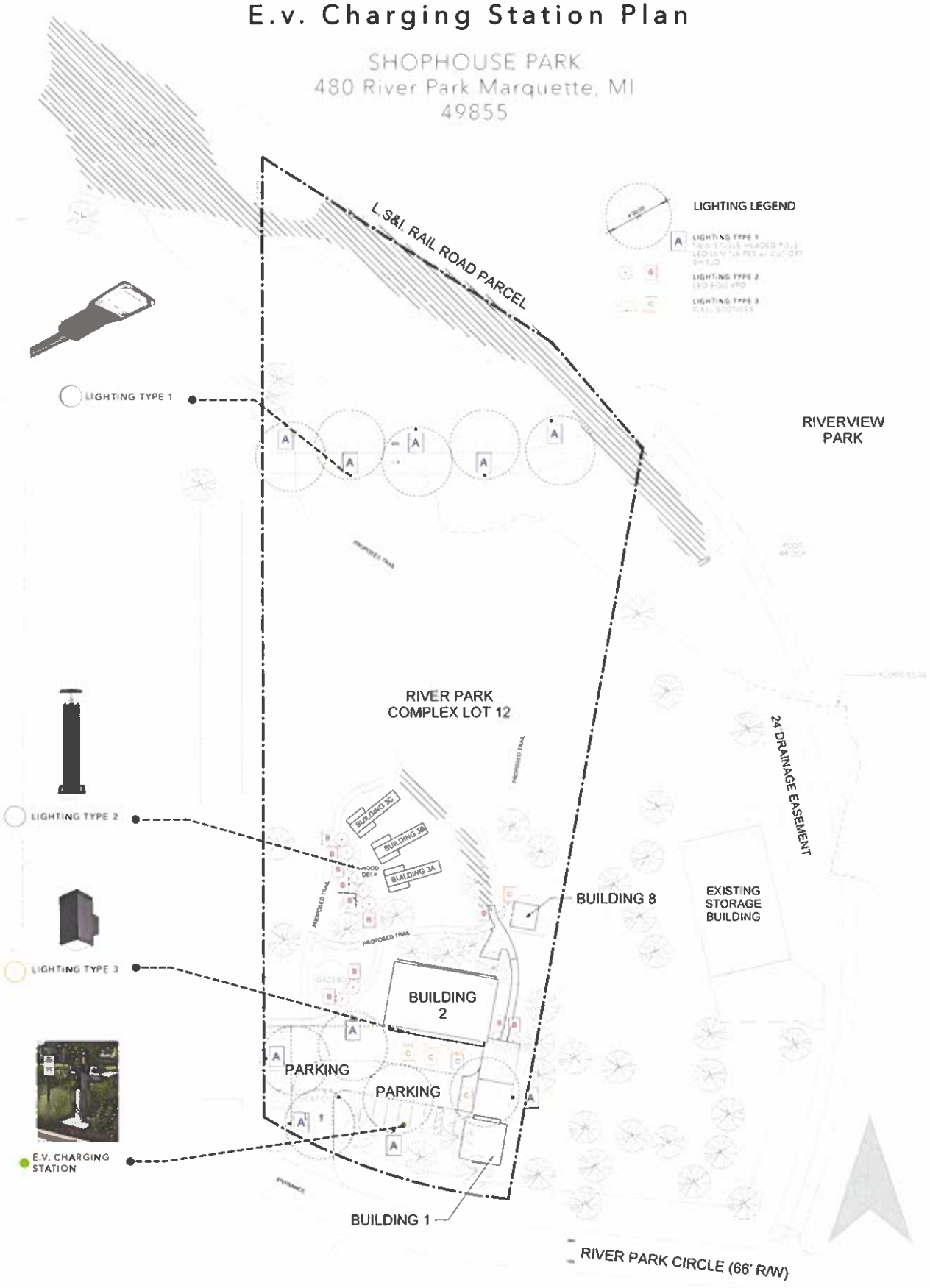
Public space and retail services that activate meeting milestones are proposed.

All built areas have vehicular accessibility and are connected by nature trails that respect the existing topography and vegetation.

The construction of the project is proposed in two phases.

Lighting + Exterior Furniture + E.v. Charging Station Plan

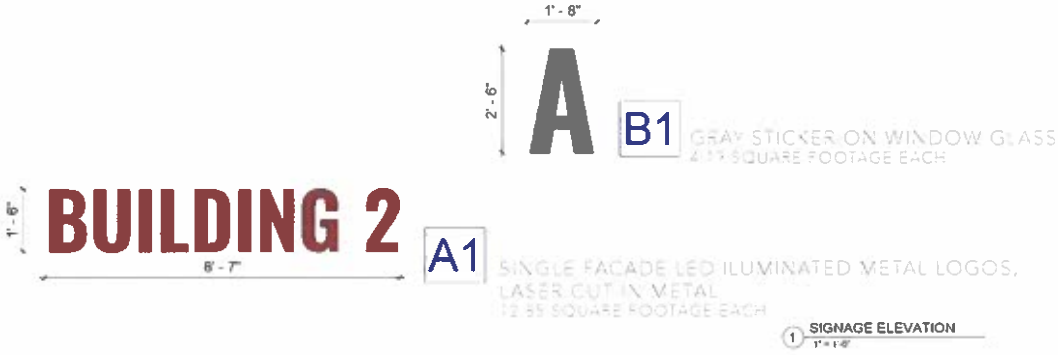
SHOPHOUSE PARK
480 River Park Marquette, MI
49855



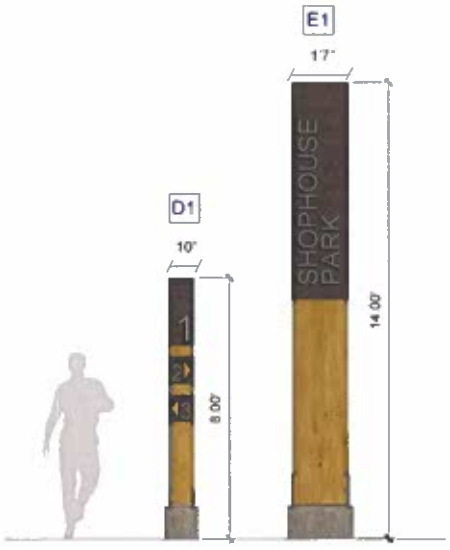
Signage

SHOPHOUSE PARK
480 River Park Marquette, MI 49855

BUILDING SIGNAGE



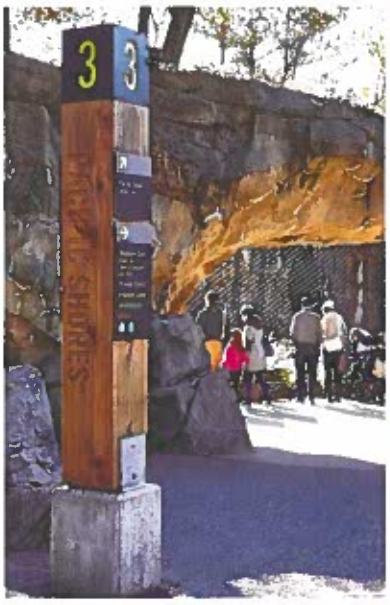
PUBLIC SPACE SIGNAGE



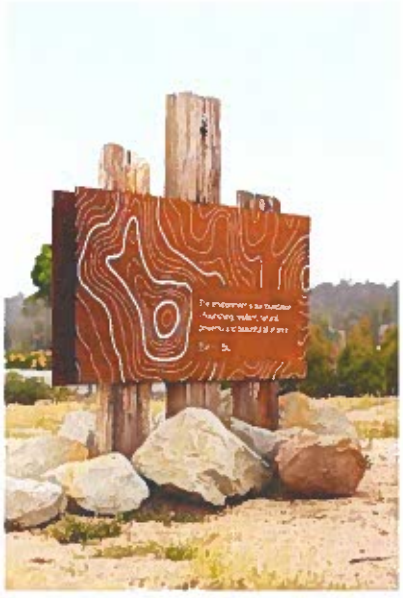
D1 TOTEM WOODEN SIGN, WITH LASER CUT METAL, LED ILUMINATED IN LOGO AND NUMBERS
8.67 SQUARE FOOTAGE EACH

E1 TOTEM WOODEN SIGN, WITH LASER CUT METAL, LED ILUMINATED IN LOGO AND NUMBERS
22.17 SQUARE FOOTAGE EACH

REFERENCE SIGNAGE MATERIALS



Metal + Wood + Stone



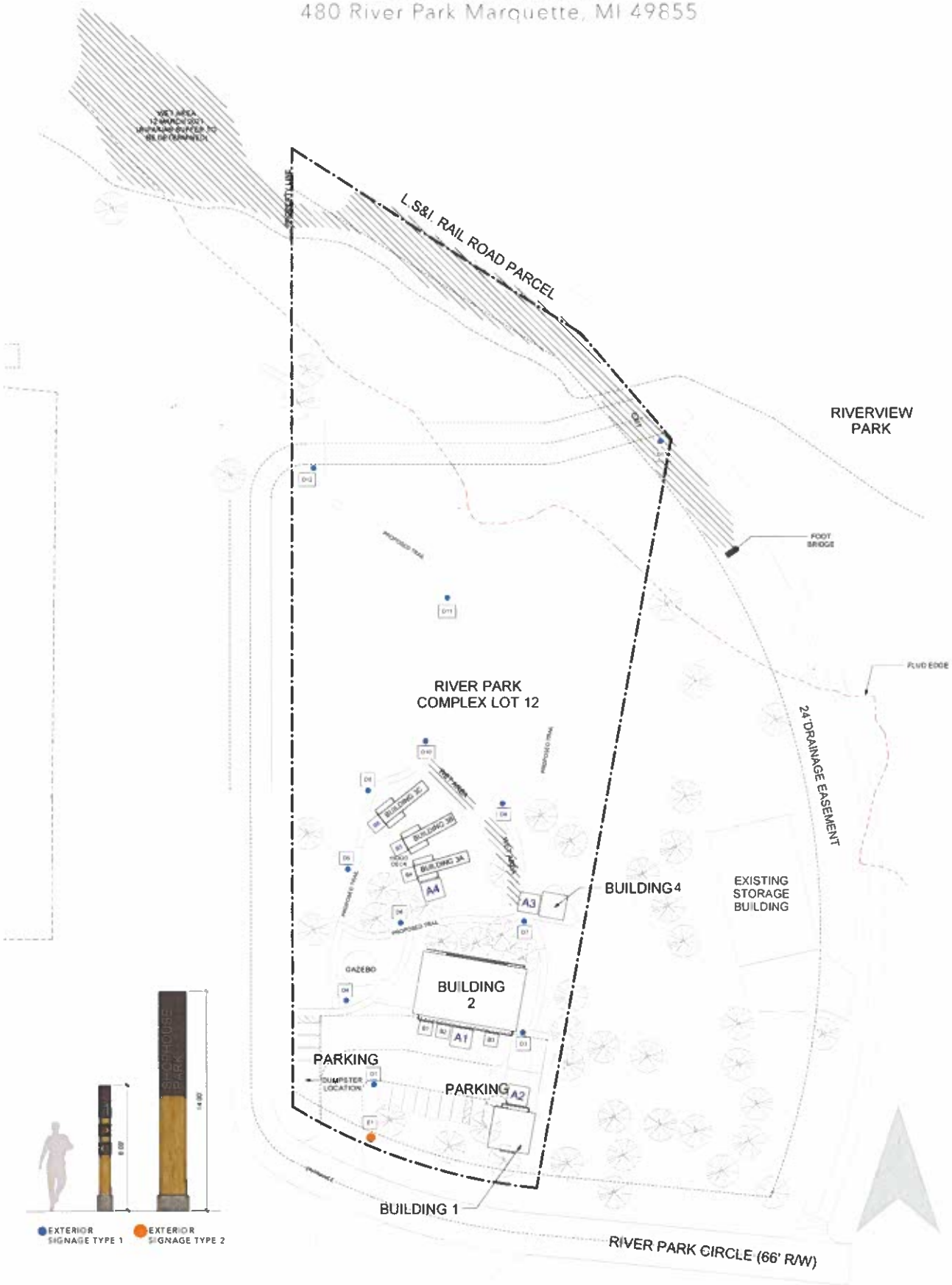
Laser Cut in Metal

T+E+A+M

LEPPANEN ANKER ARQUITECTURA

Signage + Lighting + Exterior Furniture + E.v. Charging Station Plan

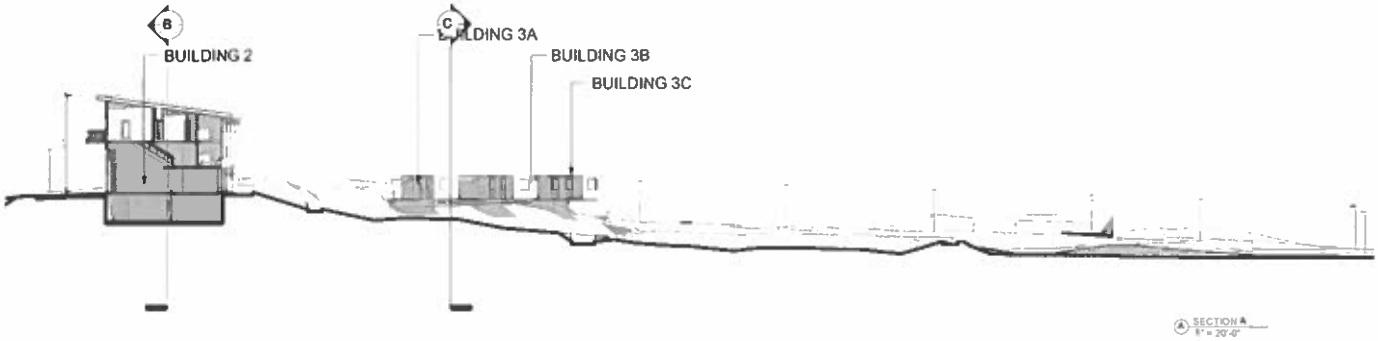
SHOPHOUSE PARK
480 River Park Marquette, MI 49855

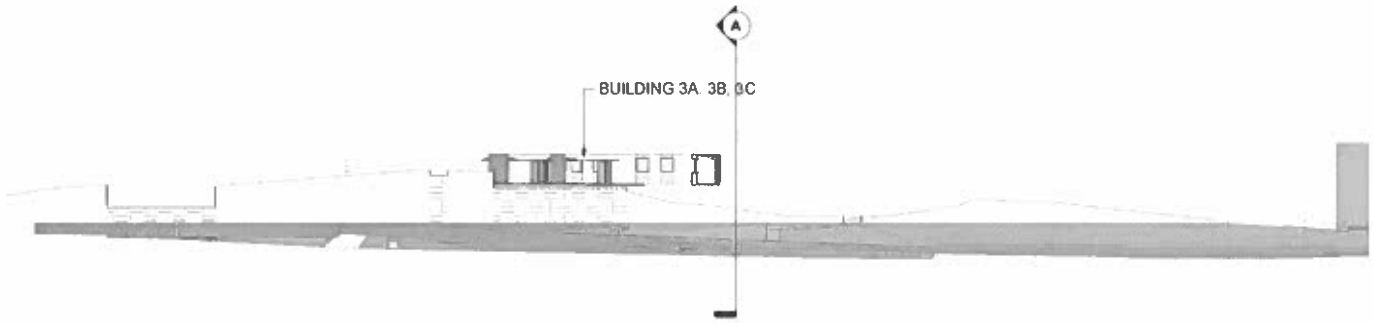


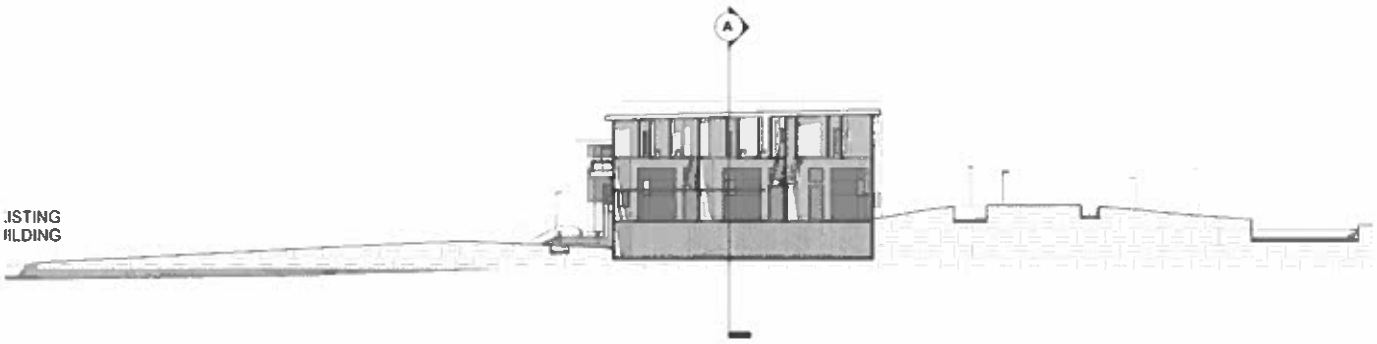
Site Drawings - Sections

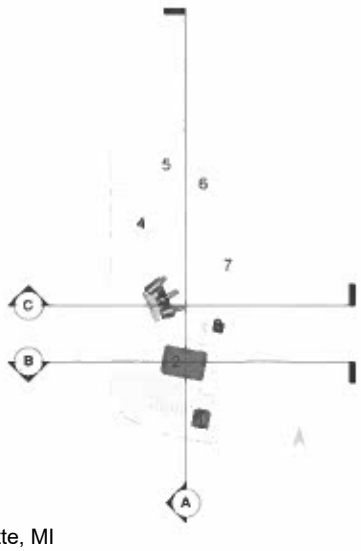
SHOPHOUSE PARK
480 River Park Marquette, MI
49855

GENERAL SECTIONS









T+E+A+M LEPPANEN ANKER ARQUITECTURA

Site Conceptual Design

SHOPHOUSE PARK
480 River Park Marquette, MI
49855

FLOORING MATERIALS

Parking zone: Gravel

Trails: Compacted surface

Buildings 3 zone: Wood deck

Buildings 3 zone: Metal grading deck

WALLS MATERIALS

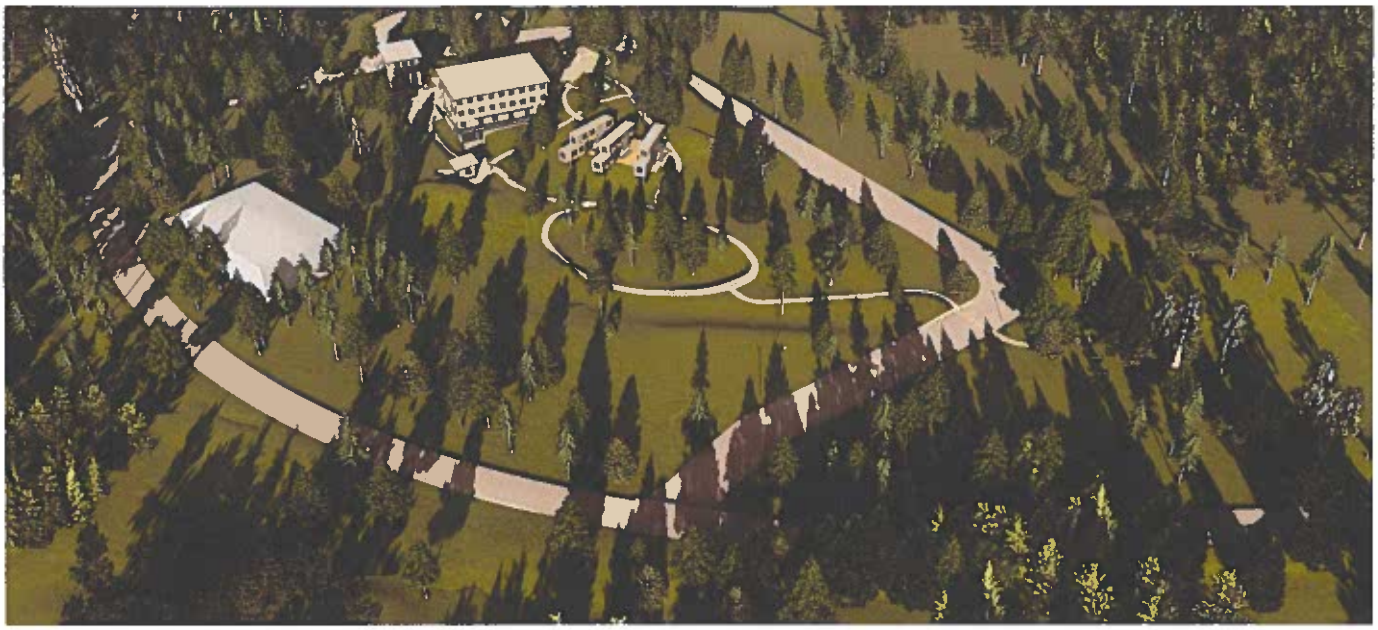
Dumpster Enclosure: Metal + Wood

GENERAL AREAS

VEHICLE CIRCULATION AND PARKING	21,356 SF
NATURAL PEDESTRIAN PATHS	9,480 SF
BUILT AREA ON GROUND FLOOR	4,713 SF
GREEN AREA	114,432SF
TOTAL	**149,981 SF**

Site Renderings

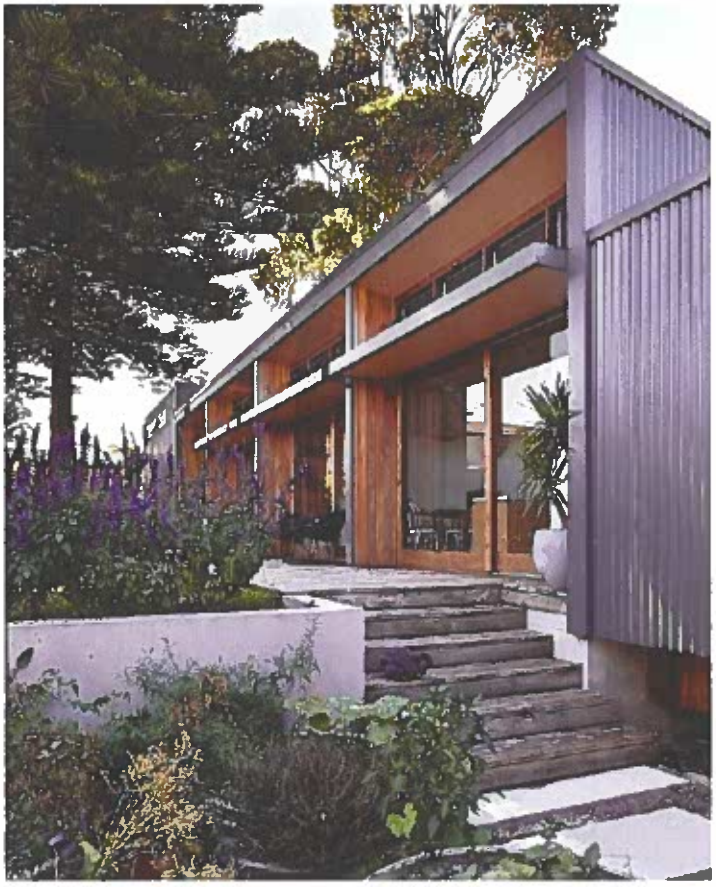
SHOPHOUSE PARK
480 River Park Marquette, MI
49855



Building Conceptual Design

SHOPHOUSE PARK
480 River Park Marquette, MI
49855

HOUSING TYPOLOGY



Following the concept of a workshop housing, mixed use spaces have been designed where a workshop is located on the ground floor and the living areas are on the upper floors.
A typology of modern houses is proposed with a simple and clean geometry that blends in with its surroundings due to its materiality and volumetry. Through the use of windows, a visual relationship is established between the interior and the forest.

T+E+A+M LEPPANEN.ANKER ARQUITECTURA

Conceptual Design

SHOPHOUSE PARK
480 River Park Marquette, MI
49855

HOUSING EXTERIOR MATERIALS

Precast concrete with different types of finishes, wood and standing seam metal siding is proposed. Due to the constructive efficiency of these panels, since being prefabricated panels, the construction time is reduced and the construction is cleaner. This helps to reduce the impact on the environment since, the environment is not contaminated with toxic materials which are used in other construction methods. These materials have been proposed with the aim that architecture can blend in with its natural environment.

HOUSING INTERIOR MATERIALS

For the interior proposal, the use of local materials such as pine for the structure is planned, to minimize the environmental impact and reduce the carbon footprint.

Metal structure in some areas is also projected. Warm wooden floors and microcement in commercial zones.

WORKSHOP TYPOLOGY

In the workshop area the use of the double height is projected to obtain a better entry of natural light, avoiding dependence on artificial light sources during the day and allowing greater ventilation, better views and a greater sensation of spaciousness, in addition to the functional advantages that provides the space. For vehicular entry, doors with metal panels are projected. The internal finishes are microcement on the floor for easy cleaning and light-colored walls.

T+E+A+M LEPPANEN ANKER ARQUITECTURA

Building Type 1 Drawings

1

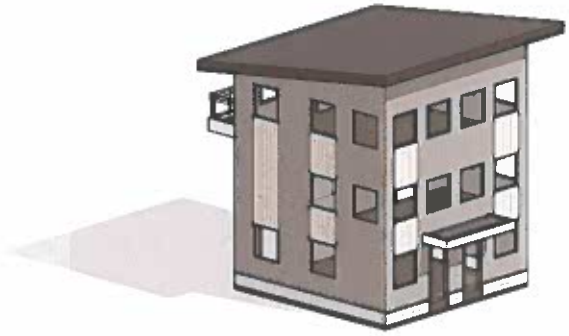
Ceiling and walls

Standing seam metal siding
Dark gray color

2

Facade Wood

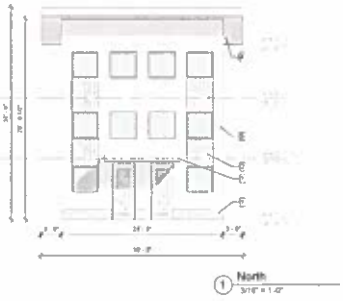
Cunawood thermowood

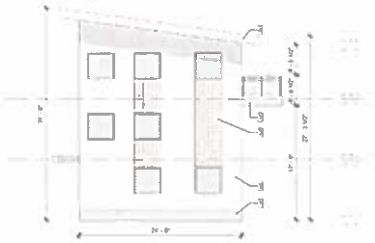


3 - 4

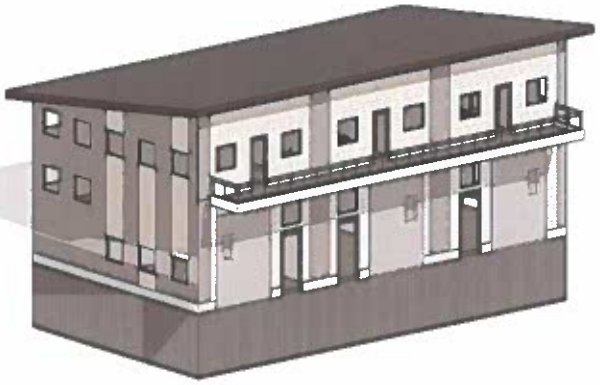
Ceiling and walls

Standing seam metal siding
Black color





Building Type 2 Drawings



1

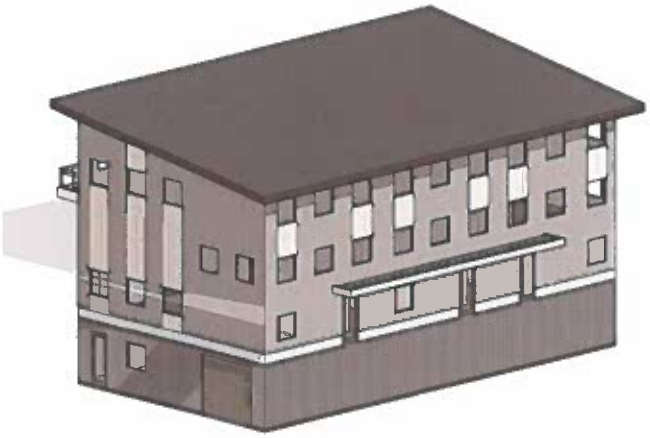
Ceiling and walls

Standing seam metal siding
Dark gray color

2

Facade Wood

Lunawood thermowood



3 - 4

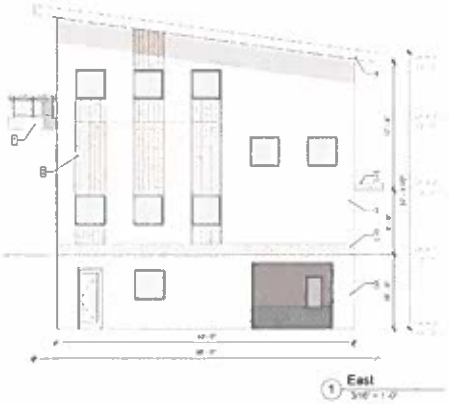
Ceiling and walls

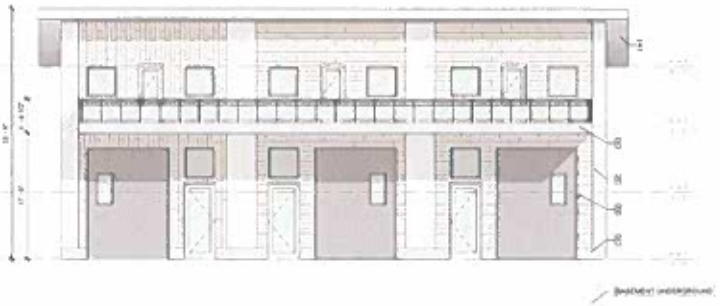
Standing seam metal siding
Black color

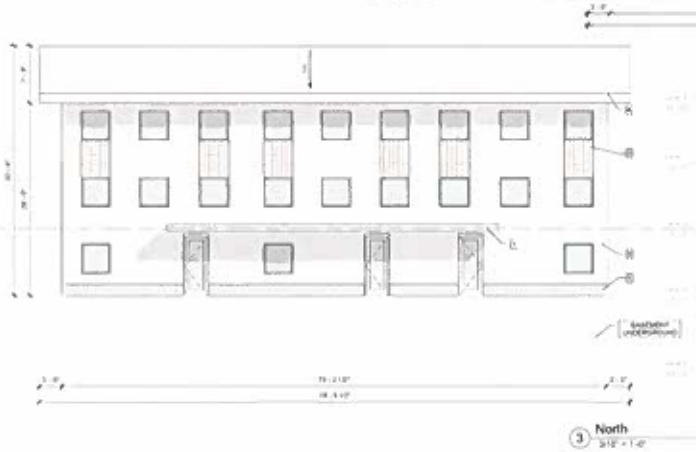
5

Retaining Wall

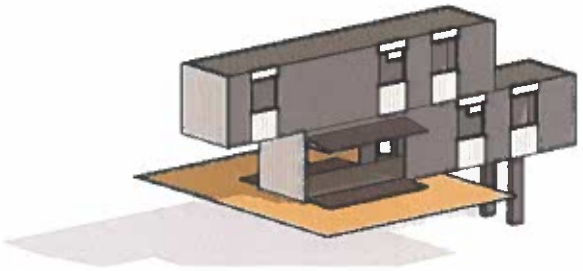
Structural concrete wall







Retail Type 3 Drawings



1

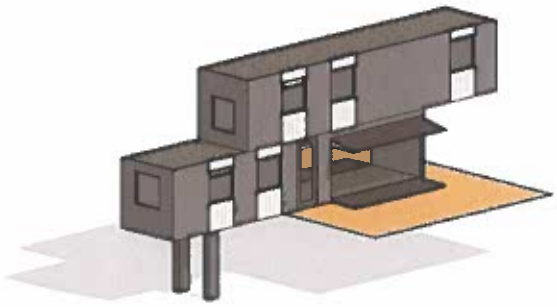
Ceiling and walls

Standing seam metal siding
Dark gray color

2

Facade Wood

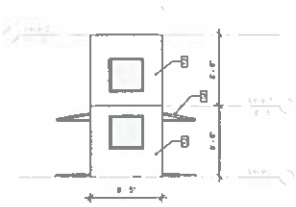
Lunawood thermowood



3 - 4

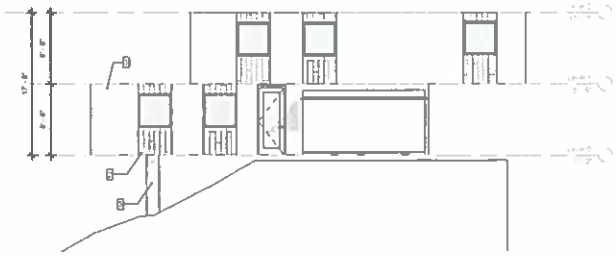
Ceiling and walls

Standing seam metal siding
Black color

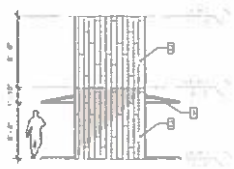


1 East 3/16" = 1'-0"

2 South 3/16" = 1'-0"



3 North 3/16" = 1'-0"



4 West 3/16" = 1'-0"

Building Type 4 Drawings

1

Ceiling and walls

Standing seam metal siding
Dark gray color

2

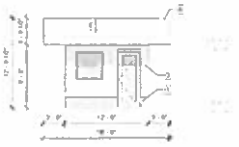
Facade Wood

Luthawood thermowood

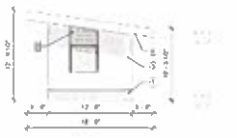
3 - 4

Ceiling and walls

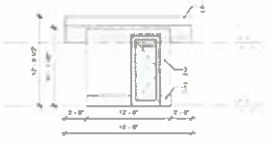
Standing seam metal siding
Black color



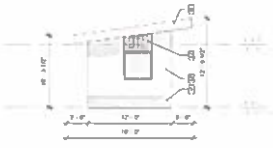
① North



② East



③ South



④ West

Conceptual Renderings

SHOPHOUSE PARK
480 River Park Marquette, MI
49855

SHOP HOUSE PARK DEVELOPMENT
INNOVATE MARQUETTE SMART ZONE

RIVER PARK CIRCLE
MARQUETTE, MI 49855

SOURCE:

MICHIGAN MAP
(NOT TO SCALE)

SOURCE:
2021 MICROSOFT AERIAL IMAGERY

SITE LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

SHEET NO	DRAWING NO	TITLE
G-01	G-01	COVER SHEET
G-02	G-02	CONCEPTUAL ZONING PLAN
C-01	C-01	EXISTING CONDITIONS
C-02	C-02	CONCEPTUAL GRADING PLAN
C-03	C-03	CONCEPTUAL SITE SECTIONS
C-04	C-04	CONCEPTUAL STORMWATER MANAGEMENT
C-05	C-05	CONCEPTUAL UTILTIY PLAN
D-01	D-01	CONCEPTUAL DETAIL 1 OF 3
D-02	D-02	CONCEPTUAL DETAIL 2 OF 3
D-03	D-03	CONCEPTUAL DETAIL 3 OF 3

PREPARED FOR:

INNOVATE MARQUETTE SMARTZONE
101 W WASHINGTON ST SUITE 11
MARQUETTE, MI
(906)227-6261

PREPARED BY:

GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906)451-4021

GEI Consultants

GENERAL NOTES

IMPROVEMENTS COVERED IN THESE PLANS SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AS AMENDED AND SUPPLEMENTED THE LATEST MDOT STANDARD PLANS AND SECTION 3 (DP) OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM GUIDELINES FOR GEOMETRICS DATED MARCH 4 2014 AND CITY OF MARQUETTE ENGINEERING DEPARTMENT GENERAL GUIDELINES AND STANDARDS FOR STREET AND UTILITY DESIGN DATED MAY 2016

THE PLACEMENT OF PAVEMENT MARKINGS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES 2011 EDITION AS AMENDED

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN IS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF GEI CONSULTANTS AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF GEI CONSULTANTS

GEI PROJECT NO. 2204564
MAY, 2023

NOT FOR CONSTRUCTION

NO	DATE	ISSUE/REVISION	APP

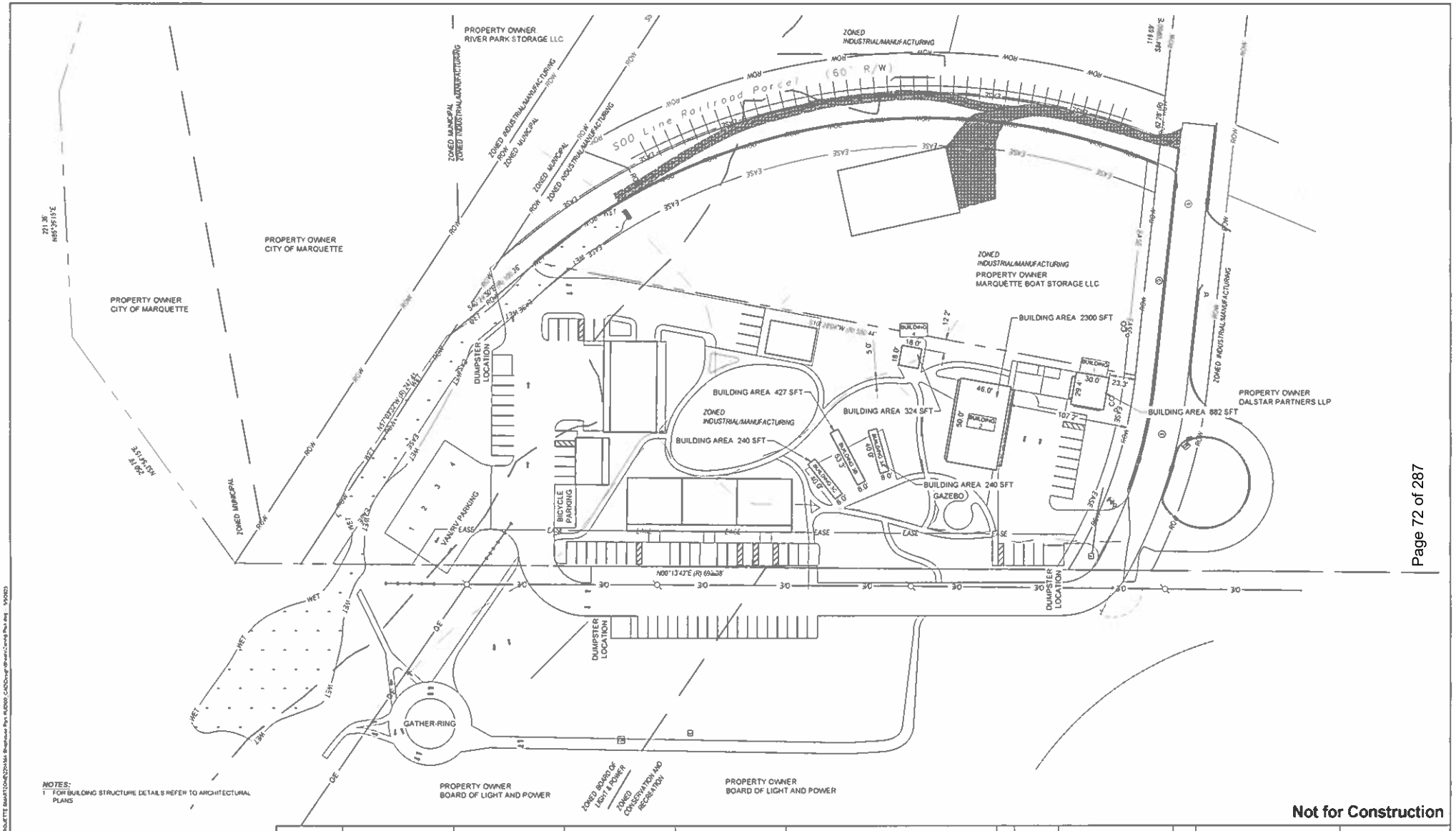
GEORGE MICHAEL MEISTER
Engineer

DWG NO
G-01

SHEET
1 OF 3

CARMODY TONY B:\Working\INNOVATE MARQUETTE SMARTZONE\204564 Shophouse Park PUD\00_CAD\Design\Sheets\Cover Sheet.dwg 5/9/2023

City of Marquette, MI



NOTES:
1 FOR BUILDING STRUCTURE DETAILS REFER TO ARCHITECTURAL PLANS

Not for Construction

0 40 80
SCALE, FEET

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

Designed	GMM
Drawn	ANC
Checked	
Approved:	
P.E. No	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906) 431-4027

INNOVATE
MARQUETTE
SMART ZONE
MARQUETTE, MI

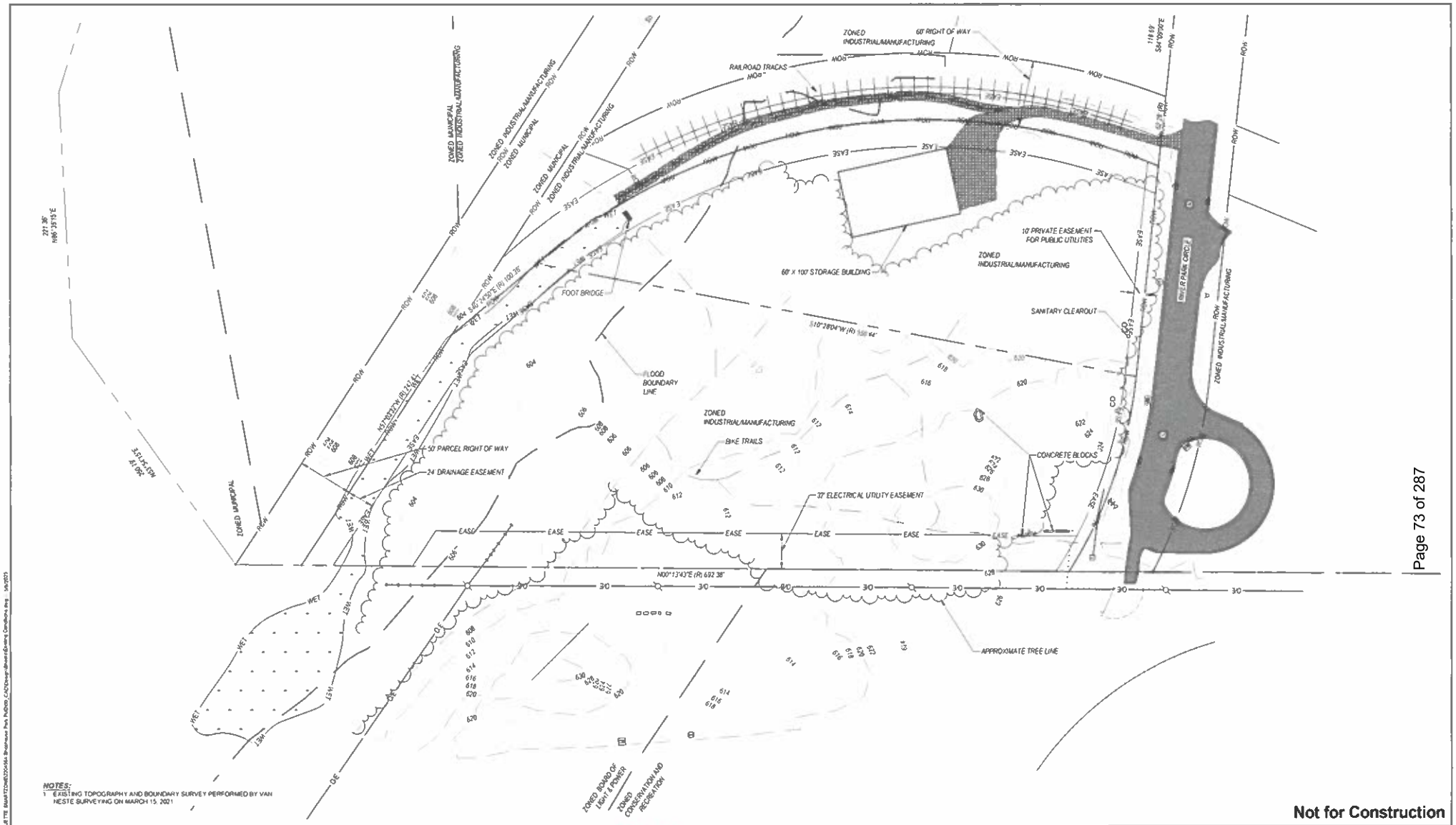
SHOP HOUSE PARK DEVELOPMENT

MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME
CONCEPTUAL ZONING PLAN

SHEET NO
G-02



NOTES:
1. EXISTING TOPOGRAPHY AND BOUNDARY SURVEY PERFORMED BY VAN NESTE SURVEYING ON MARCH 15, 2021

Not for Construction

0 40 80
SCALE, FEET

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

Designed	GMM
Drawn	ANC
Checked	
Approved:	
P.E. No	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906) 631-4021

INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

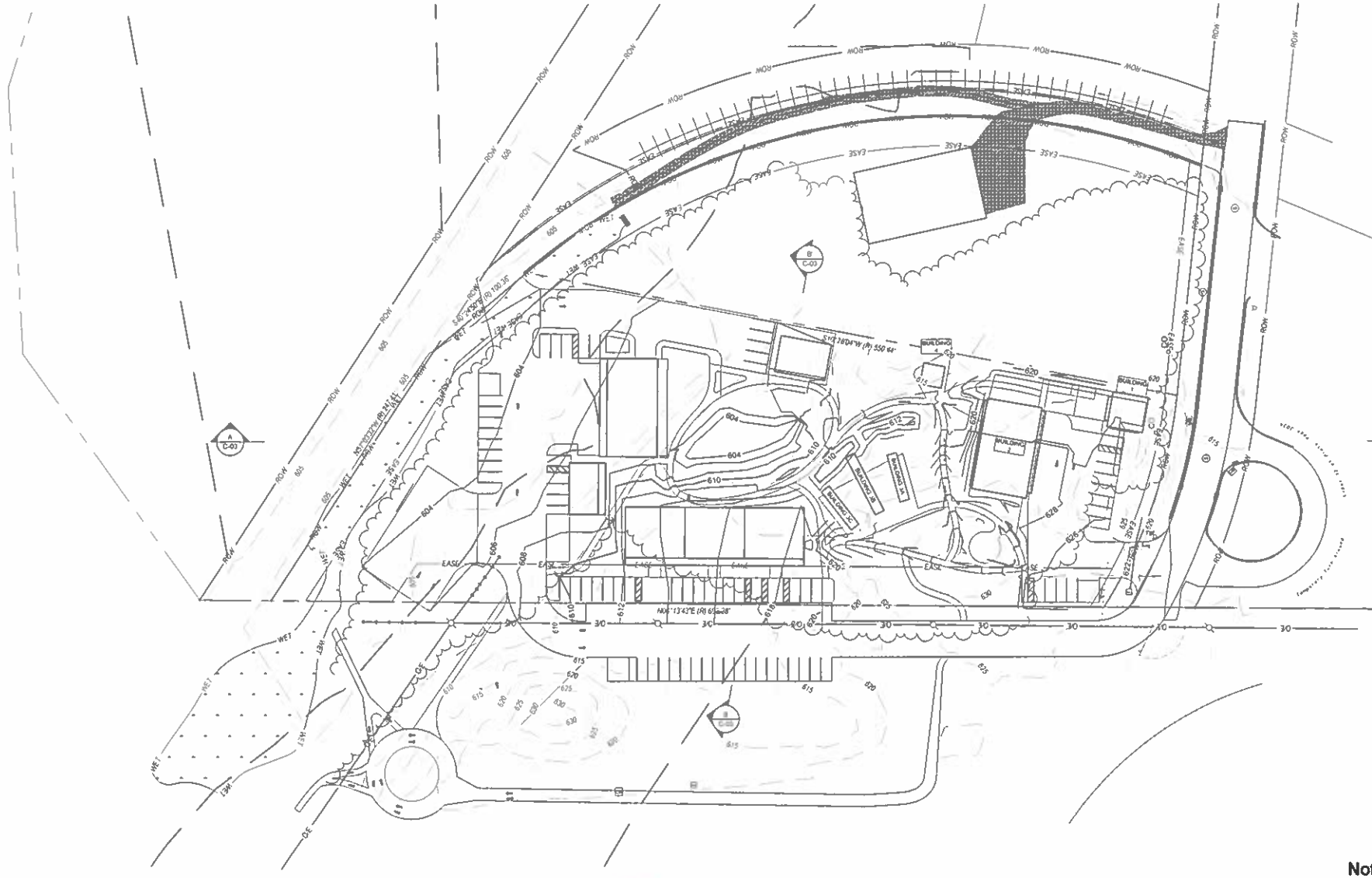
MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME: **EXISTING CONDITIONS**

SHEET NO: **C-01**

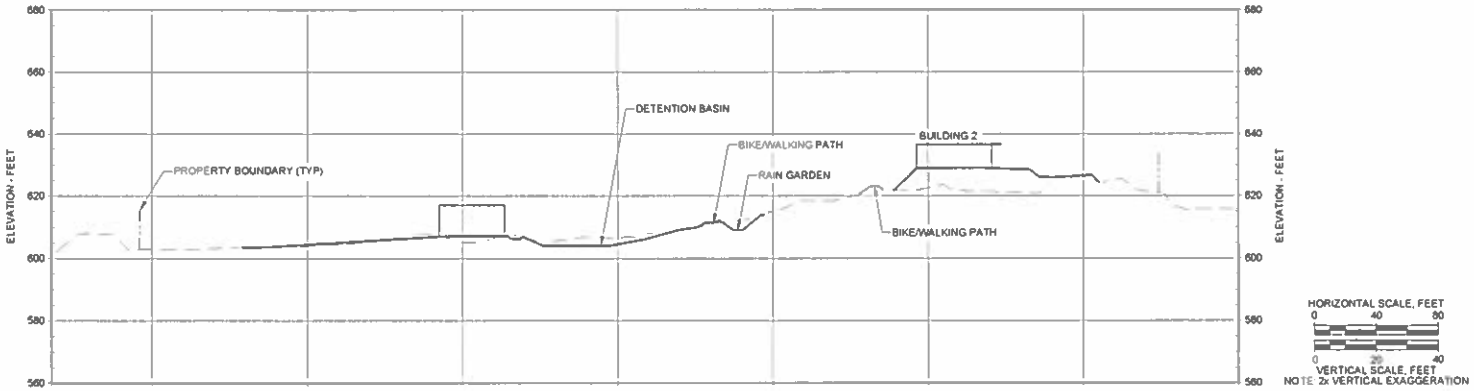
City of Marquette, MI



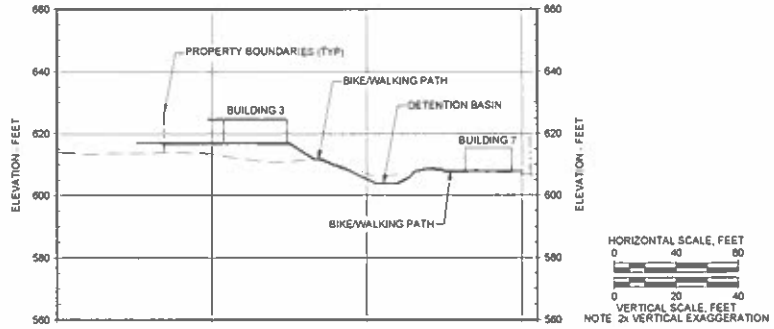
Not for Construction

Attention: If this scale bar does not measure 1" then drawing is not original scale		Designed GMM Drawn ANC Checked Approved: P.E. No GEI Project 2204564	GEI Consultants GEI CONSULTANTS OF MICHIGAN P.C. 109 W. BARAGA AVENUE	INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI	**SHOP HOUSE PARK DEVELOPMENT** MARQUETTE, MI	NO.	DATE	ISSUE/REVISION	APP	SHEET NAME: **CONCEPTUAL GRADING PLAN**	SHEET NO: **C-02**

City of Marquette, MI



SECTION
A - A'
SCALE 1" = 40'



SECTION
B - B'
SCALE 1" = 40'

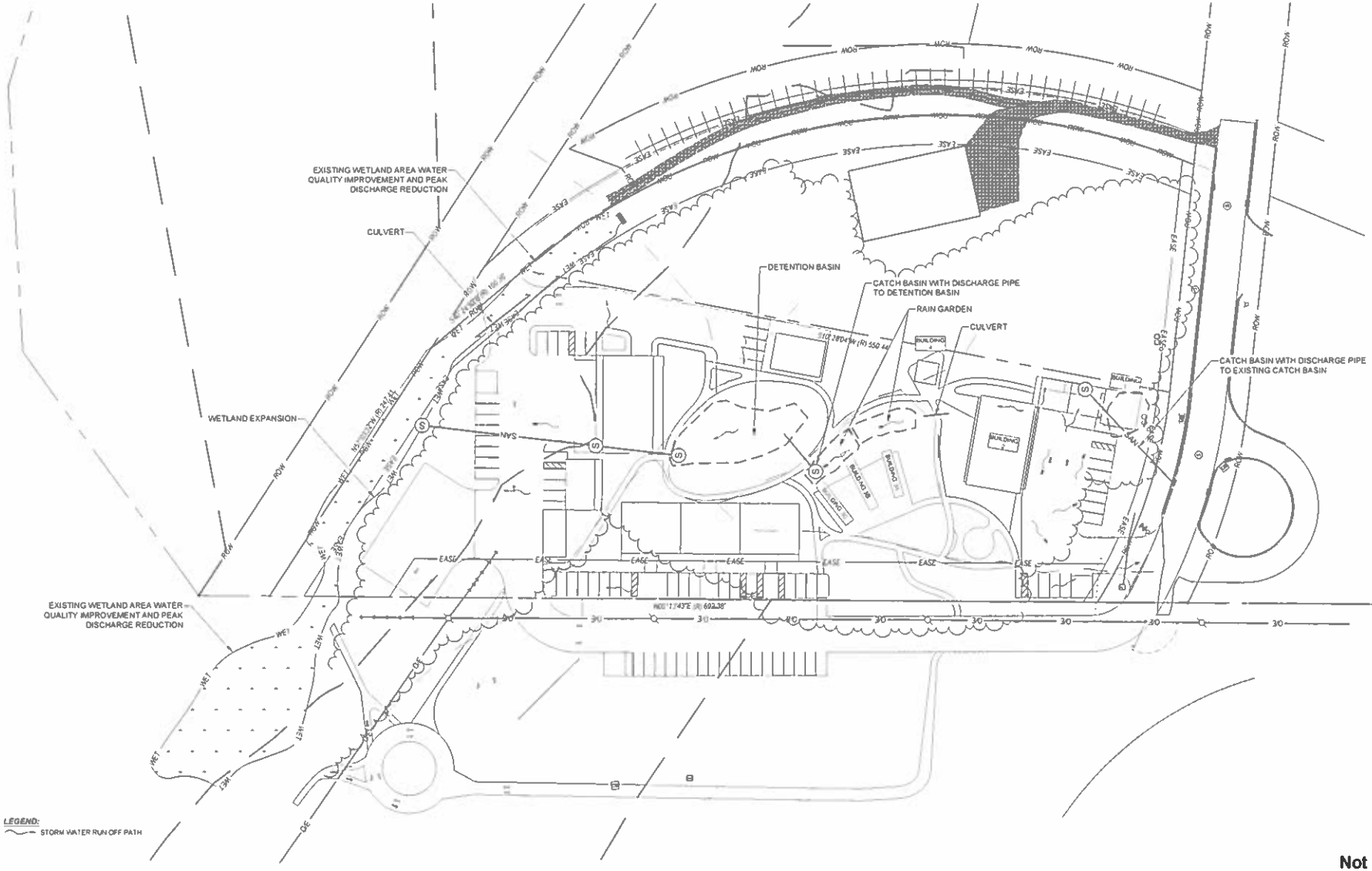
Not for Construction

Attention: 0 1" If this scale bar does not measure 1" then drawing is not original scale		Designed GMM Drawn ANC Checked Approved: P.E. No GEI Project 2204564	GEI Consultants GEI CONSULTANTS OF MICHIGAN, P.C. 109 W. BARAGA AVENUE MARQUETTE, MI 49855 (906) 431-4021	INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI	SHOP HOUSE PARK DEVELOPMENT MARQUETTE, MI	NO	DATE	ISSUE/REVISION	APP
						0			

SHEET NAME: CONCEPTUAL SITE SECTIONS

SHEET NO: C-03

City of Marquette, MI



Not for Construction

0 40 80
SCALE, FEET

Attention
0 1"
If this scale bar does not measure 1" then drawing is not original scale

Designed	GMM
Drawn	ANC
Checked	
Approved:	
P.E. No	
GEI Project	2204564

GEI Consultants
GEI CONSULTANTS OF MICHIGAN, P.C.
109 W. BARAGA AVENUE
MARQUETTE, MI 49855
(906) 631-4021

INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI

SHOP HOUSE PARK DEVELOPMENT

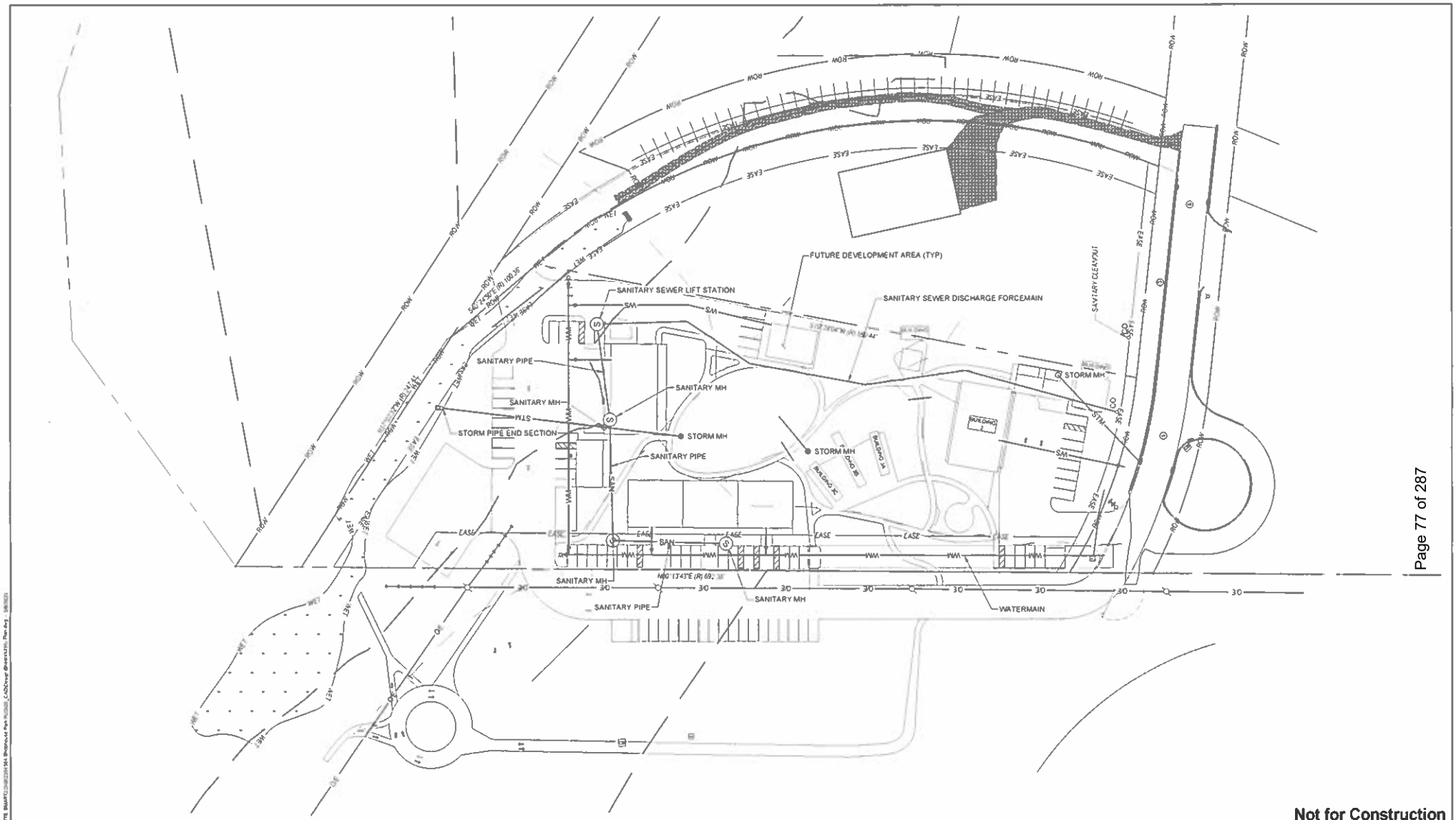
MARQUETTE, MI

NO	DATE	ISSUE/REVISION	APP
0			

SHEET NAME
CONCEPTUAL STORMWATER MANAGEMENT

SHEET NO
C-04

City of Marquette, MI

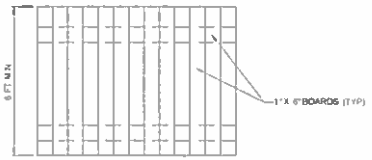


Not for Construction

Attention: If this scale bar does not measure 1" then drawing is not original scale		Designed GMM Drawn ANC Checked Approved: P.E. No: GEI Project 2204564	GEI Consultants GEI CONSULTANTS OF MICHIGAN P.C. 109 W. BARAGA AVENUE MARQUETTE, MI 49855 (906) 451-4021	INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI	**SHOP HOUSE PARK DEVELOPMENT** MARQUETTE, MI	NO / DATE / ISSUE/REVISION / APP 0	SHEET NAME **CONCEPTUAL UTILTIY PLAN**	SHEET NO **C-05**

0 40 80
SCALE, FEET

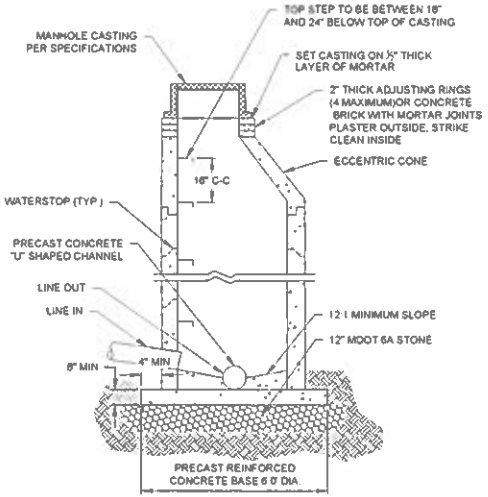
City of Marquette, MI



NOTES

1 FENCE ENCLOSURE TO BE USED FOR SCREENING DUMPSTER LOCATION AS SPECIFIED ON THE PLANS COLOR OF PAINT TO BE DETERMINED BY THE OWNER ONCE CONTRACT IS AWARDED
2 TWO (2) 4"X4" POSTS TO BE USED AT ALL CORNERS & TOTAL FOR ENCLOSURE
3 CONTRACTOR MUST PROVIDE LATCH TO ENSURE SWINGING DOORS REMAIN CLOSED

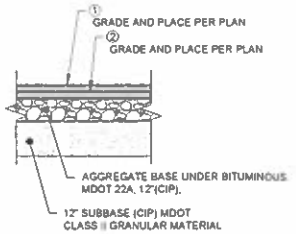
DETAIL
WOODEN FENCE ENCLOSURE NO SCALE



DETAIL
STANDARD CONCRETE MANHOLE NO SCALE

NOTES

1 SANITARY SEWER MANHOLES SHALL BE PROVIDED with PRECAST CONCRETE FLOW CHANNELS
2 PRECAST CONCRETE FLOW CHANNELS SHALL PROVIDE A SMOOTH FLOW LINE TRANSITION BETWEEN MANHOLE INLET(S) AND MANHOLE OUTLET
3 FLOW CHANNEL SHALL BE FORMED TO PROVIDE SMOOTH FLOW FROM FORCEMAIN DISCHARGE PIPE
4 F M DISHCARGE BEND FITTING SHALL BE ANGLED TO PROVIDE SMOOTH FLOW INTO FLOW CHANNEL



NOTES

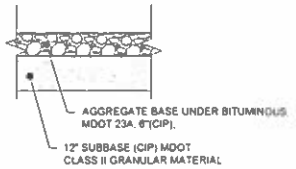
1 EXISTING MATERIAL MAY BE SUBSTITUTED FOR SUBBASE PROVIDED IT MEETS SPECIFICATIONS FOR MDOT CLASS II GRANULAR MATERIAL
2 CONTRACTOR MUST SUBMIT ASPHALT MIX DESIGN TO ENGINEER FOR APPROVAL

HMA APPLICATION

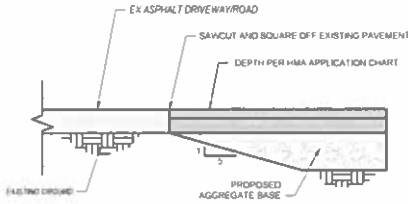
ITEM	MIX	RATE OF APPLICATION	ESTIMATED THICKNESS	PERFORMANCE GRADE	DESCRIPTIO N
1	HMA 5EML (TOP)	165 LB/SYD	1 5 INCHES	58-34	TOP COURSE
2	HMA 4EML (LEVELING)	165 LB/SYD	1 5 INCHES	58-34	LEVELING COURSE

PLACE HMA BOND COAT SS-1H @ 05-0 15 GALLONS/YD AS DIRECTED BY THE ENGINEER BETWEEN HMA LAYERS
(FOR INFORMATION ONLY. INCLUDED WITH PAYMENT FOR HMA MIXTURES)
MINIMUM AVA (TOP COURSE ONLY) SHALL BE 220

SECTION
STANDARD HMA NO SCALE



SECTION
GRAVEL PATH NO SCALE



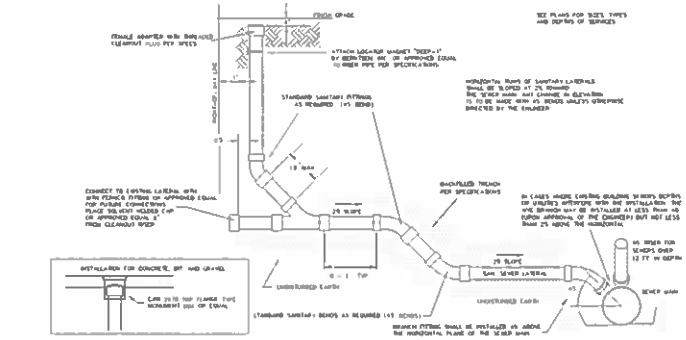
SECTION
BUTT JOINT NO SCALE

Not for Construction

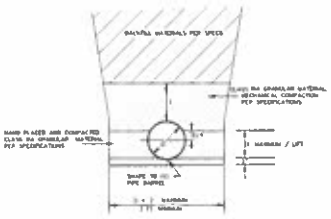
Attention: If this scale bar does not measure 1" then drawing is not original scale		Designed GMM Drawn ANC Checked Approved: P E No GEI Project 2204564	GEI Consultants GEI CONSULTANTS OF MICHIGAN P C 999 W BARAGA AVENUE MARQUETTE, MI 49855 (906) 631-4027	INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI	**SHOP HOUSE PARK DEVELOPMENT** MARQUETTE, MI	NO / DATE / ISSUE/REVISION / APP 0	SHEET NAME **CONCEPTUAL DETAIL 1 OF 3**	SHEET NO **D-01**

City of Marquette, MI

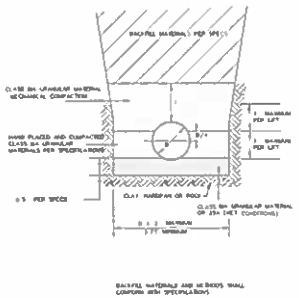
SANITARY SEWER LATERAL RISER DETAIL



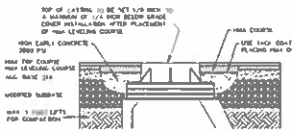
PIPE BEDDING DETAIL "G"
IN SAND AND GRAVEL



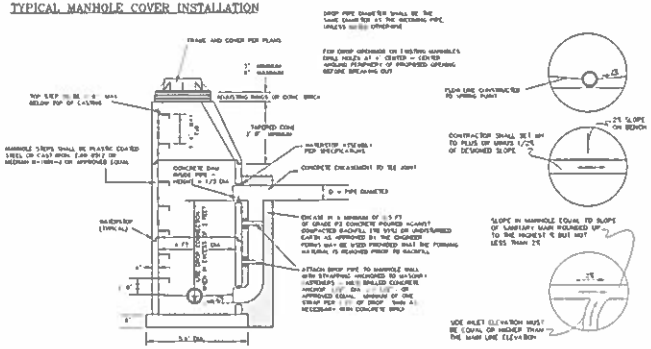
PIPE BEDDING DETAIL "G"



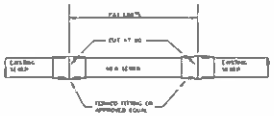
STANDARD CONCRETE DROP MANHOLE



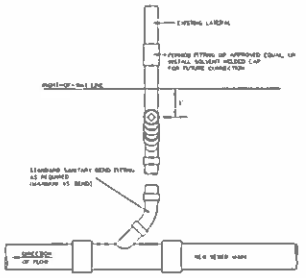
TYPICAL MANHOLE COVER INSTALLATION



SANITARY SEWER LATERAL REPAIR DETAIL
AND SANITARY SEWER POINT REPAIR



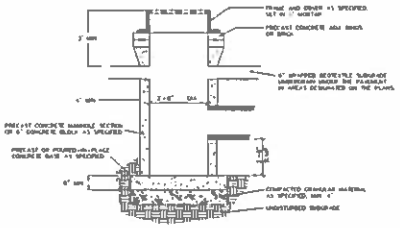
PLAN VIEW OF SANITARY SEWER LATERAL



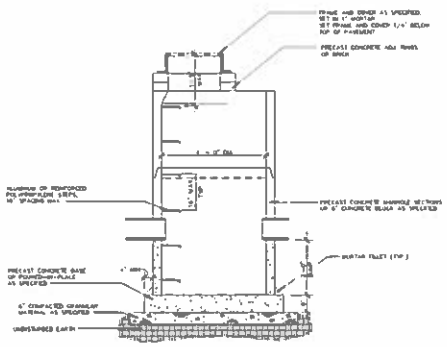
Not for Construction

Attention: 0 1" — If this scale bar does not measure 1" then drawing is not original scale		Designed GMM Drawn ANC Checked Approved: P.E. No GEI Project 2204564	GEI Consultants GEI CONSULTANTS OF MICHIGAN P.C. 109 W. BARAGA AVENUE MARQUETTE, MI 49855 (906) 451-4021	INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI	SHOP HOUSE PARK DEVELOPMENT MARQUETTE, MI	NO. / DATE / ISSUE/REVISION / APP 0	SHEET NAME CONCEPTUAL DETAIL 2 OF 3	SHEET NO D-02

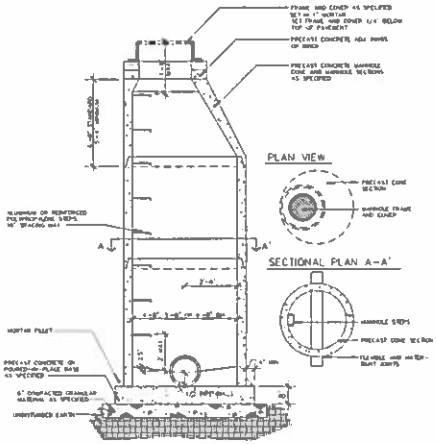
City of Marquette, MI



2' DIAMETER CATCH BASIN
NO SCALE

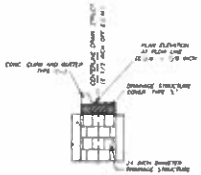


4' DIAMETER CATCH BASIN MANHOLE
NO SCALE

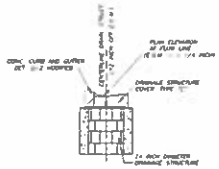


4', 5' OR 6' DIAMETER MANHOLE
NO SCALE

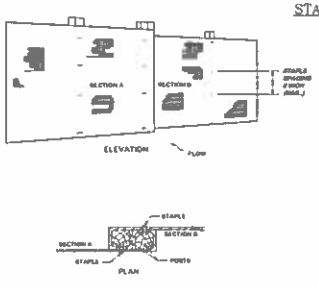
CATCH BASIN DETAIL
FOR C-2 CURBING



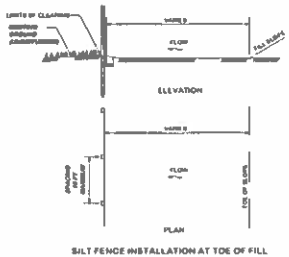
CATCH BASIN DETAIL
FOR CONC. CURB DETAIL D-2 MODIFIED



STANDARD DETAIL FOR SILT FENCE INSTALLATION

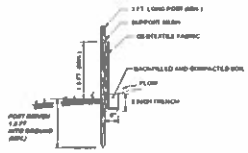


JOINING TWO ADJACENT SILT FENCE SECTIONS



SILT FENCE INSTALLATION AT TOE OF FILL

NOTE

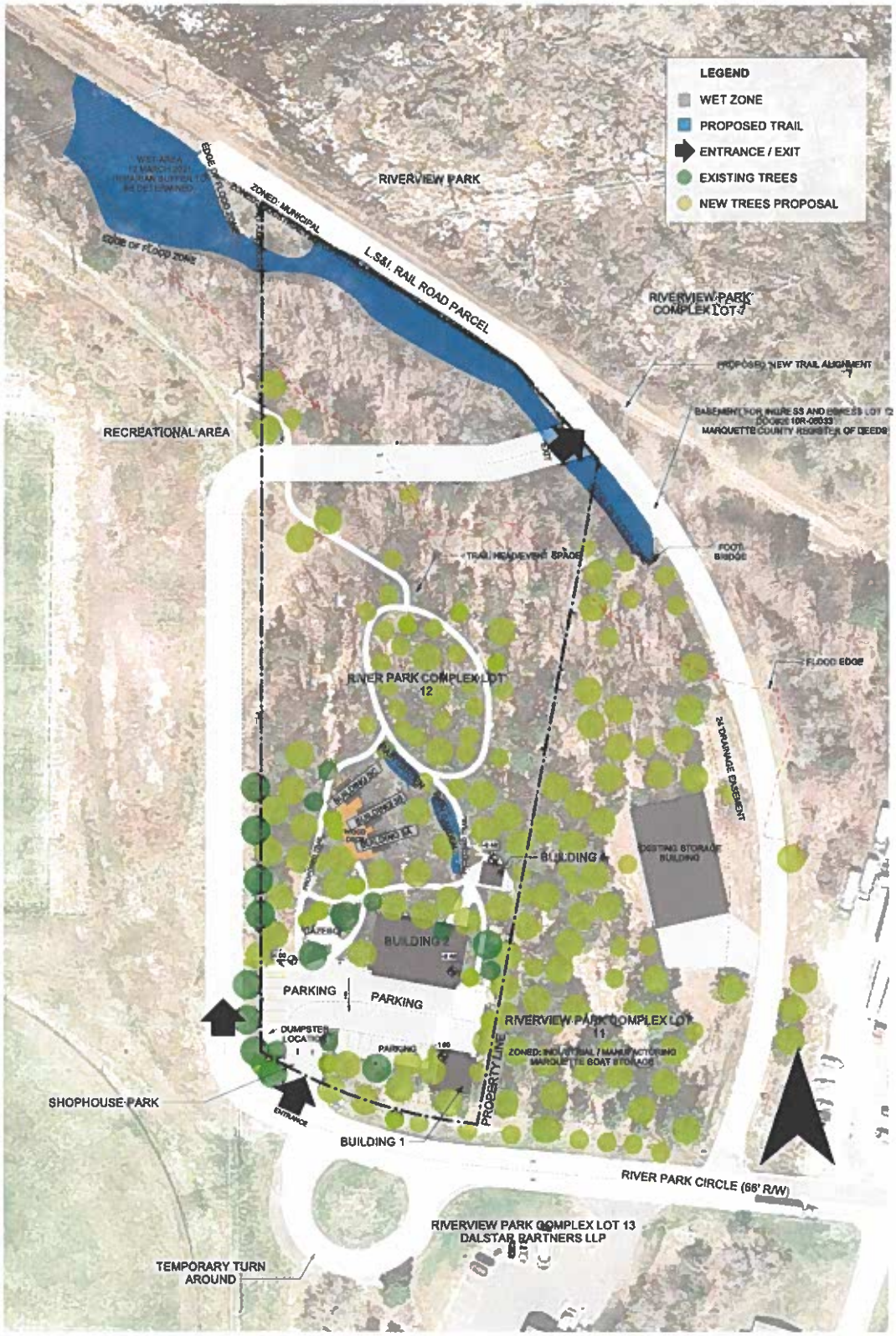


POST AND FABRIC INSTALLATION DETAIL

Not for Construction

Attention: If this scale bar does not measure 1" then drawing is not original scale		Designed GMM Drawn ANC Checked Approved: P.E. No GEI Project 2204564	GEI Consultants GEI CONSULTANTS OF MICHIGAN P.C. 109 W. BARAGA AVENUE MARQUETTE, MI 49855 (906) 631-4627	INNOVATE MARQUETTE SMART ZONE MARQUETTE, MI	**SHOP HOUSE PARK DEVELOPMENT** MARQUETTE, MI	NO	DATE	ISSUE/REVISION	APP	SHEET NAME: CONCEPTUAL DETAIL 3 OF 3	SHEET NO: D-03

City of Marquette, MI



CLIENT
Hoponassu OZ LLC

PROJECT
SHOPHOUSE PARK

PROJECT ADDRESS
480 River Park Marquette, MI 49855

SHEET NAME
MASTER PLAN

STAMP
STATE OF MICHIGAN
ELEANOR ABRONS
ARCHITECT
No. 1301065421
LICENSED ARCHITECT

DATE 09 - may - 2023
NOT FOR CONSTRUCTION

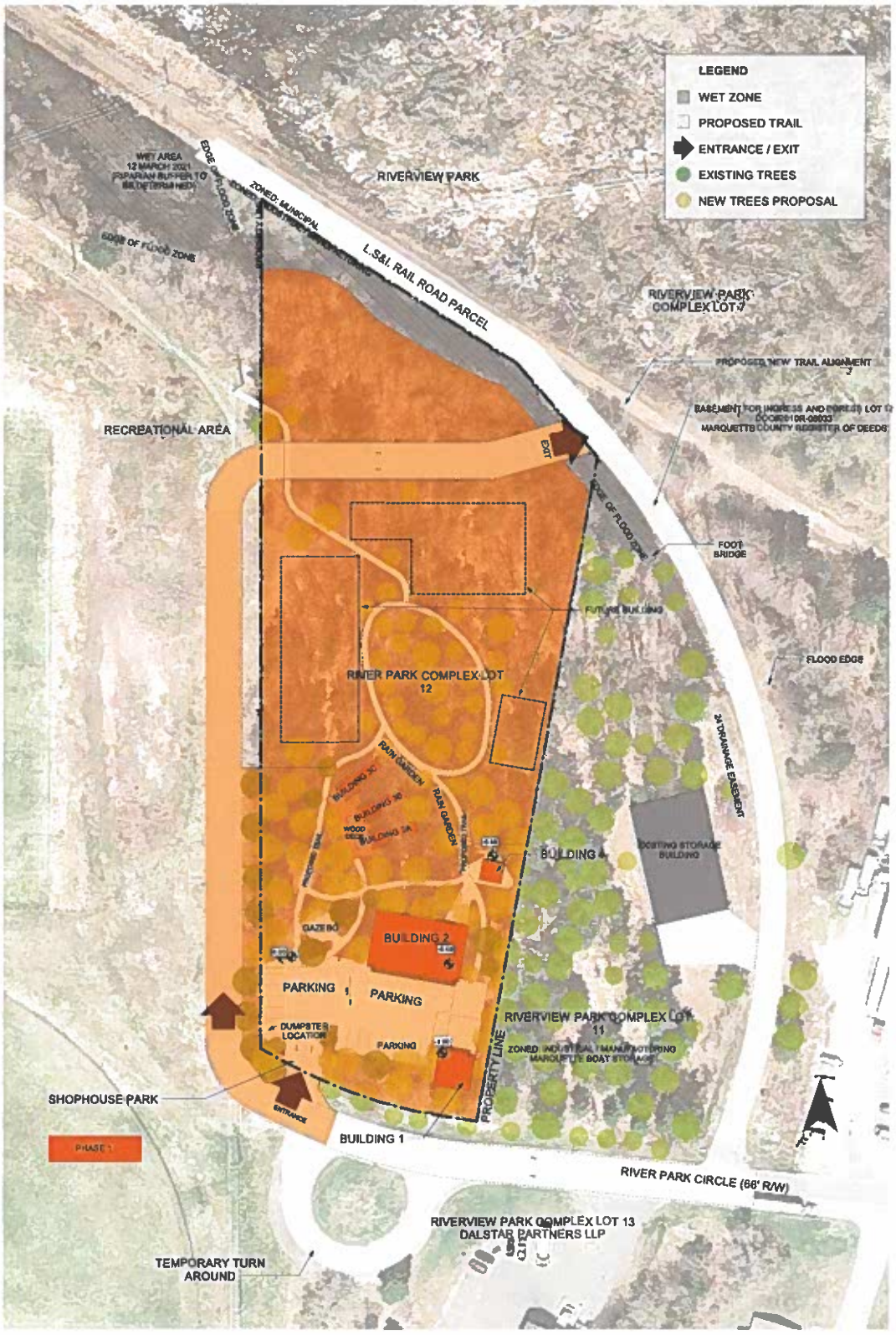
REVISION #

SHEET # A101

SCALE 1" = 40'-0"

PAGE 1/5

5/9/23 8:17:20 PM



CLIENT
Hoponassu OZ LLC

PROJECT
SHOPHOUSE PARK

PROJECT ADDRESS
480 River Park Marquette, MI 49855

SHEET NAME
SITE PLAN

STAMP
STATE OF MICHIGAN
ELEANOR ABRONS
ARCHITECT
No. 1301065421
LICENSED ARCHITECT

DATE 09 - may - 2023
NOT FOR CONSTRUCTION

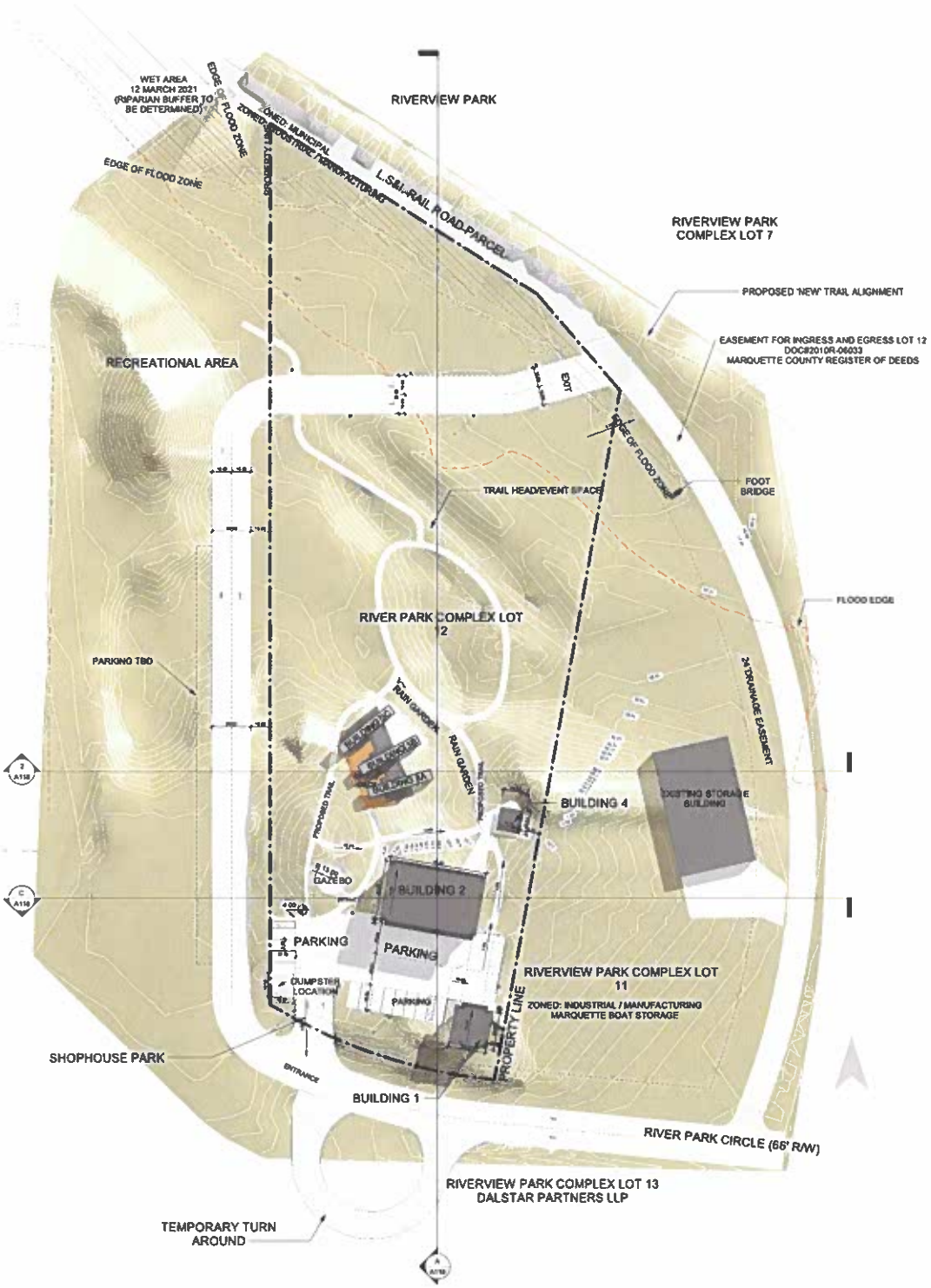
REVISION #

SHEET # A102

SCALE 1" = 40'-0"

PAGE 2/5

5/9/2023 8:17:28 PM



CLIENT
Hoponassu OZ LLC

PROJECT
SHOPHOUSE PARK

PROJECT ADDRESS
480 River Park Marquette, MI 49855

SHEET NAME
SITE PLAN DRAWINGS

STAMP
STATE OF MICHIGAN
ELEANOR ABRONS
ARCHITECT
No. 1301065421
LICENSED ARCHITECT

DATE 09 - may - 2023
NOT FOR CONSTRUCTION

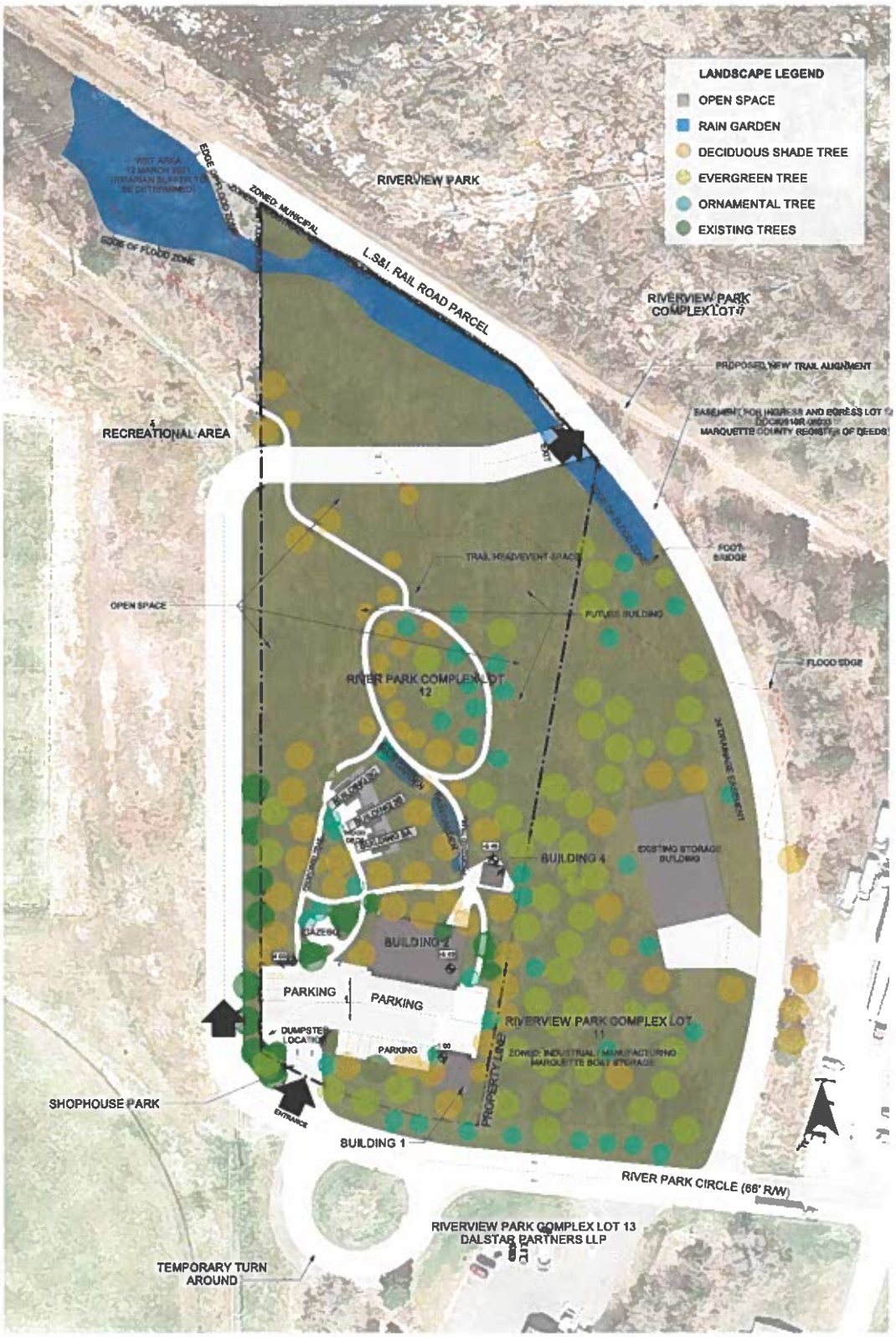
REVISION #

SHEET # A103

SCALE 1" = 40'-0"

PAGE 3/5

5/9/2023 6:17:30 PM



CLIENT
Hoponassu OZ LLC

PROJECT
SHOPHOUSE PARK

PROJECT ADDRESS
480 River Park Marquette, MI 49855

SHEET NAME
LANDSCAPE

STAMP
STATE OF MICHIGAN
ELEANOR ABRONS
ARCHITECT
No. 1301065421
LICENSED ARCHITECT

DATE 08 - may - 2023
NOT FOR CONSTRUCTION

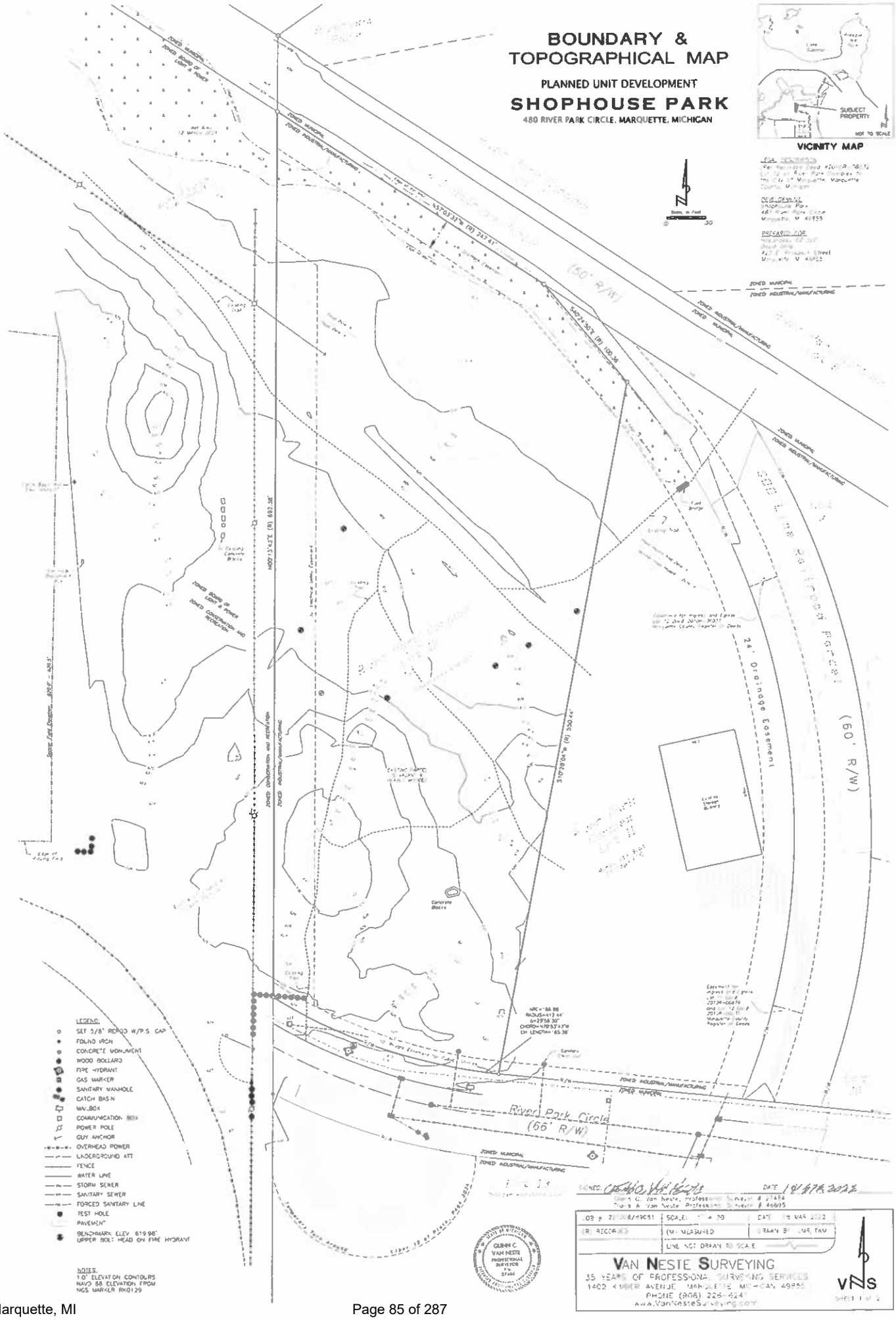
REVISION #

SHEET # A104

SCALE 1" = 40'-0"

PAGE 4/5

5/8/2023 6:17:44 PM


BOUNDARY &
TOPOGRAPHICAL MAP
PLANNED UNIT DEVELOPMENT
SHOPHOUSE PARK
480 RIVER PARK CIRCLE, MARQUETTE, MICHIGAN
VICINITY MAP
SUBJECT PROPERTY
NOT TO SCALE
LEGAL DESCRIPTION
DEVELOPER
PREPARED FOR
ZONED MUNICIPAL
ZONED INDUSTRIAL/MANUFACTURING
ZONED BOARD OF LIGHT & POWER
ZONED CONSERVATION AND RECREATION
(50' R/W)
(60' R/W)
24' Drainage Easement
River Park Circle
(66' R/W)
LEGEND:
SET 5/8" REBAR W/P.S. CAP
FOUND IRON
CONCRETE MONUMENT
WOOD BOLLARD
FIRE HYDRANT
GAS MARKER
SANITARY MANHOLE
CATCH BASIN
MAILBOX
COMMUNICATION BOX
POWER POLE
GUY ANCHOR
OVERHEAD POWER
UNDERGROUND ATT
FENCE
WATER LINE
STORM SEWER
SANITARY SEWER
FORCED SANITARY LINE
TEST HOLE
PAVEMENT
BENCHMARK ELEV. 619.98'
UPPER BOLT HEAD ON FIRE HYDRANT
NOTES:
1.0' ELEVATION CONTOURS
NAVD 88 ELEVATION FROM
NGS MARKER RK0129
GLENN C. VAN NESTE
PROFESSIONAL SURVEYOR
No. 27484
SIGNED
DATE 18 MAR 2022
Glenn C. Van Neste, Professional Surveyor # 27484
Thomas A. Van Neste Professional Surveyor # 46615
SCALE:
DATE 15 MAR 2022
(R) RECORD
(M) MEASURED
DRAWN BY
LINE NOT DRAWN TO SCALE
VAN NESTE SURVEYING
35 YEARS OF PROFESSIONAL SURVEYING SERVICES
1402 KAWBAWGAM AVENUE MARQUETTE MICHIGAN 49855
PHONE (906) 226-9624
www.VanNesteSurveying.com
VNS

CLIENT

Hoponassu OZ LLC

PROJECT

SHOPHOUSE PARK

PROJECT ADDRESS

480 River Park Marquette, MI 49855

SHEET NAME

TOPOGRAPHY

STAMP

VNS

VAN NESTE SURVEYING
34 YEARS OF PROFESSIONAL SURVEYING SERVICES
1402 HARLO AVENUE MARQUETTE, MICHIGAN 49855
PHONE (906) 226-8241 www.vanneteesurveying.com

DATE 09 - may - 2023

NOT FOR CONSTRUCTION

REVISION #

SHEET # A105

SCALE 1" = 40'-0"

PAGE 5/5

5/8/2023 6:17:50 PM

Exhibit B

OFFICIAL PROCEEDINGS OF THE
MARQUETTE CITY PLANNING COMMISSION
June 6, 2023

A regular meeting of the Marquette City Planning Commission was duly called and held at 6:00 p.m. on Tuesday, June 6, 2023, in the Commission Chambers at City Hall.

ROLL CALL

Planning Commission (PC) members present: W. Premeau, M. Rayner, S. Lawry, Vice-Chair N. Williams, Chair S. Mittlefehldt, K. Clegg, D. Fetter, A. Andres
PC members absent: C. Gottlieb (excused)
Staff present: Zoning Official A. Landers, City Planner & Zoning Administrator D. Stensaas

AGENDA

It was moved by K. Clegg, seconded by S. Lawry, and carried 8-0 to approve the agenda as presented.

MINUTES

The minutes of 05-16-23 were deferred for review until the June 20, 2023 meeting, due to not being in complete draft form until a few hours before the meeting.

CONFLICT of INTEREST

No conflicts of interest were confirmed.

PUBLIC HEARINGS

A. 01-PUD-05-22 Preliminary PUD Site Plan for 480 River Park Circle

Zoning Official A. Landers stated: The Planning Commission is being asked to review an application for a Preliminary Planned Unit Development (PUD) approval. The Planning Commission qualified the project for a PUD on May 17, 2022. The Planning Commission will need to conduct a public hearing for a Preliminary Site Plan Review and draft recommendations to the City Commission, who will issue final approval or denial of the PUD. She described and showed on the monitors in the room the Staff File Report and attachments. Attachments are the PUD application, the Site Plan Review application, the Planning Commission letter from the applicant, the Variance letter from the applicant, the staff and applicants comments, a proof of the granting of an easement, the area map, the block map, the zoning map, photos of the site, the applicant's Pattern Book, the Site Plan set. She also stated that at the time of the agenda [when distributed] there was no correspondence submitted, however today, prior to the deadline, she did receive an item of correspondence from Matthew Songer, MD, in opposition to approval of the PUD project. She read Mr. Songer's letter aloud.

S. Mittlefehldt stated: Andrea, do you mind, just because we have a different composition of Planning Commissioners here today, can you give us a quick history? Because the Planning Commission already approved that it met the PUD requirements. Can you maybe just explain a little bit of the history of that piece of it?

A. Landers stated: When you apply for a PUD there are stages. The first stage was that an applicant has to come to the Planning Commission and ask for concept approval. The Planning Commission has to review the objectives in the Land Development Code, and determine whether it has to meet at least 3 out of 10 objectives and it was determined I believe that it met 4 out of 10, so then that qualified the applicant

to then submit for a Preliminary PUD, which is the stage that we're at now. So during this stage, the applicant goes in front of the Planning Commission. There's a public hearing. You guys would make the recommendation to the City Commission. Next step is that this would go to the City Commission and they would need to review and approve it and ask our attorney to draw up a contract with the applicant or deny it. If they approve it in the contract, then the next step after that is the applicant would have to then come back to the Planning Commission with their final site plan set .

D. Stensaas stated: And to add to that just a bit, this didn't have to be an extra step. A lot of time an applicant will come forward with a Preliminary Site Plan and a Concept Plan, and they can do that at the same meeting. This one just unfolded this way.

S. Mittlefehldt stated: Okay, thank you. At this point the applicant can now come up and provide a little context and overview.

Mr. David Ollila, of 420 E. Prospect St., stated: Thanks for the opportunity to present to the Planning Commission. What I would like to do is to read a little bit of the background that was provided by the Michigan Economic Development Corporation staff to the Michigan Strategic Fund Board, which granted the initial funding for the project. He read a letter that has been added to the agenda packet.

He also stated: We have letters of support from Invest UP, Innovate Marquette SmartZone, who's been a fantastic partner in this process, the Michigan Office of Future Mobility, the Department of Agricultural and Rural Development. We have letters of support from leaders in the power sports industry, Tech Town Detroit, Centropolis Manufacturing Technology Accelerator, Michigan Tech University Advanced Power System, Michigan State University's Mass Timber Program, a global leader in the automobile industry, and the Detroit Regional Partnership. Thank you very much.

S. Mittlefehldt stated: Does anyone on the Planning Commission have questions for the applicant? So, maybe you don't know this, but what is being produced here? What is being created in terms of the industry?

Mr. Ollila stated: Right now actually Michigan is going through an exercise to identify where the state has the best opportunity to increase our economy, whether it be in Detroit or whether it be in the Upper Peninsula. This is more about being a point of discovery for companies developing products and experiences within this ecosystem. It's a way for us to be relevant through automobile and transportation sectors with Detroit so it's less about what would be made specifically and more about being a point of discovery and innovation to support innovation and entrepreneurship throughout the state. So I'll give you an example - the main building, I think we have it listed as Building #2, is essentially a triplex with shop houses. These are garages on the bottom. They have mezzanines on the midlevel and apartments above. The concept is those are places for corporations to visit the area, do research and development, that might be anything from secret development to customer experiences. It's also an opportunity to have those companies come in and then codevelop products with other companies, so I'll give you an example. Polaris Industries is spending about $1 billion over the next 3 to 5 years to create an electric product in every one of their categories, so soon we will have electric snowmobiles. There's a company right now called Taiga out of Quebec that is producing electric snowmobiles and electric watercraft. There's a big movement in this space to look at new ways to develop products and experiences in the outdoor industry, and what's interesting about this point of time and it's akin to when Henry Ford had manufacturing plans and points of innovation in the United States to connect with Detroit's economy and create relevancy between the peninsulas. So what we are is a place to gather innovators, entrepreneurs, start-ups and corporations. They come to Marquette. They come to the UP, they have access to trail networks. They have access to potential venture capital. They are pulled together in networking opportunities and that is how I believe we can facilitate new economic opportunities for not only Marquette, not only the UP, but the state of Michigan.

K. Clegg stated: Could you speak about the communication you've had with these companies? How are you planning on attracting these companies that you're hoping to come and I'm assuming they're going to rent from you these places on a short-term basis, long-term, how is that going to go and how are you attracting that interest?

Mr. Ollila stated: I think the attraction is a really great question and the number one way that we're attracting these companies is by working with the state of Michigan, organizations like Mich Auto, organizations like the Detroit Regional Partnership or some of the incubators and accelerators that we've talked to. There is an increase of spending and investment in this outdoor recreation space and this is an opportunity for us to participate in that. I'll give you an example. Tomorrow I'm driving down to Detroit to meet with a number of potential ecosystem partners and on Friday there's a statewide summit regarding innovation and entrepreneurship. By creating relationships and being connected to those policymakers and economic developers in other areas of the state creates a relevant connection to our state's economy and so we are going to be part of those conversations that are happening in Detroit, Lansing and Grand Rapids. Also, I have a network from working in the outdoor industry for over 25 years across the United States where we are able to contact, we're able to attract, we're able to engage in conversation from anything from a blanket manufacturing company in Bend, Oregon to climbing companies in Salt Lake City, to bicycle companies in Madison, Wisconsin. We've had experience bring those folks up before, but it's not just start-ups and it's not just small companies. We've had very favorable conversations and visits from some of the top automobile suppliers in the United States who've expressed interest and said that they would be back and they're excited about the construction, the development of Shophouse Park, and therefore they would utilize the upper peninsula more often in research development, customer experiences, and marketing opportunities.

S. Lawry stated: I have quite a few questions. One, I started out with the same concern that Dr. Songer expressed in his letter regarding a new title to the property, having been familiar with the fact that because of the federal funds that the City used to construct that industrial park, there were purchase agreements, contracts for the sale of each lot and I know you're involved in development of your ski design and at the time you purchased it and manufacturing out there, and so there was a contract between you and the city to accomplish something that's kind of set the price on the lot to begin with, but that maybe wasn't met and I understand the City Attorney has reviewed that and determined that there isn't an issue or a problem with that at this point. I visited the planning department this morning to find that out. It's interesting that Dr. Songer is expressing the same issue, because I was concerned that it might be challenged by someone else. It leads into - do you intend to personally use any of the space for manufacturing, whether it's your ski design or anything?

Mr. Ollila stated: I would expect that to address Dr. Songer's comments, I think they are unfounded. There was a set of deed restrictions so first of all the history of the River Park complex, the city founders did not determine the current industrial layout in River Park complex. I believe Mike Coyne was the mayor that signed those documents and there was deed restrictions that ran for 25 years with the property and those are sunsetted. There was absolutely no legal standing on clear title to the property or any obligations that were implied or not met with the purchase of that property and I can go back to the emails between Dennis Stachewicz and myself when we did purchase that property, so I'm very confident there's no issues there. So Building #1 is going to be my studio. There won't be any manufacturing per se at high volume in that studio. I would expect that would be a place for prototyping, experimenting, maybe some light building but the idea is that property is not suited for largescale manufacturing and I don't believe that within this sector that we would attract large scale manufacturing but I'm confident we can attract innovation, research and development and in the very best of circumstances, the products, the experiences, what comes out of Shophouse Park could certainly lead to larger manufacturing opportunities, say at K.I. Sawyer, and that would be intended.

S. Lawry stated: I do agree with the need for incubator space or research and development space. These are lacking in this area because there may be a lot of vacant buildings but none of them are managed for that purpose.

Mr. Ollila stated: And purposely built for that purpose – to purposely attract this industry, and again to connect with the economic drivers throughout the rest of the state.

S. Lawry stated: So, do you see it as primarily research rather than manufacturing?

Mr. Ollila stated: I think if I had to say what I believe will be happening there, it will be mostly product development, research development, testing, and facilitating those services for our start-up and worker clients.

Mr. Lawry stated: Okay, there was nothing included in the submittal that covers the access across the Board of Light and Power property, whether if you have any legal progress on that, whether you have design for it that's complete. I went back to your submittal from last year and you had a statement from Mr. Benstrom at the BLP that indicated that they would allow access but not overlapping the 100 ft. easement for the 69 KV tie line and yet this drawing that you have today shows the access directly underneath that power line.

Mr. Ollila stated: So we have a very good relationship with the Board of Light and Power and they've been terrific, collaborative partners on exploring this opportunity in the coordination or the conversation, so that easement split, this was our best guess at what we thought would fit best for the BLP property but it's BLP property and we can only make the suggestion so the way that we plan on working with the Board of Light and Power is to get through this planning process and we get to the site development and the site review that the BLP would take the lead on what's happening on their property and we would work collaboratively to make sure that it serves both owners and both properties and all indications are the BLP is more than happy to work with us through that process and they would be willing to draft an easement. Of course, that easement would have stipulations to make sure that they could continue to do what their core scope is and that is to use those lines to provide power to the city of Marquette and we would honor that and work with them.

Mr. Lawry asked: Is that easement that's on your lot actually to the Board of Light and Power or is it to American Transmission Company?

Mr. Ollila stated: I believe it's Board of Light and Power. I could check the documents. I believe it's 32 ft. that comes on our property and 32 ft. in the other direction towards the soccer fields. It's 100 ft. wide altogether, so 32 ft. from our property and then that would be 68 in the other direction.

S. Lawry stated: It may actually be American Transmission Company at this point.

Mr. Ollila stated: I believe it's Board of Light and Power, but certainly something that we could find out.

S. Lawry stated: And you talked about collaboratively working with the City and the BLP on that, but it's rather ambiguous who would design, build and pay for it. Is that still a matter of just being up in the air? Do you want to negotiate agreements on that?

Mr. Ollila stated: No, the comment that I received on the Board of Light and Power is that it didn't make sense for them to put a large effort of work until it passes through these processes in which case they would be happy to participate. We've also, through the City of Marquette and also the BLP, we're seeking other grant monies that might be available to support that and again, that's a collaborative public/private partnership that we think would serve the community very well.

S. Lawry stated: Your comments about not paving the parking areas, I realize there are a part of the sports complex that is not paved. On this steep hill, this road where the parking lot would be built on - I guess I would have concerns about maintaining a gravel surface there, especially with the wetlands in the bottom of it, and the fact that whole area has to be undercut to remove all of the many cubic yards of sawdust that's in there.

Mr. Ollila stated: Right, we can thank the Sawyer Sawmill for the 100-year old piles of sawdust that we've left sitting around the city of Marquette. The surface of BLP land, I think that would be up to the Board of Light and Power and the City of Marquette for what they thought was the best for the BLP land. As far as for the Shophouse Park property, we think that there's a number of good arguments for semi-permeable surfaces to reduce rainwater runoff, to not create large amounts of water running off. I don't believe any of the roadways except for maybe our driveway have any serious slopes, but again we would work with the Board of Light and Power to establish their standard for the access of that road. We do think that there are a number of good alternatives to pavement that might be a good fit, for both the Board of Light and Power and for the Shophouse Park property.

Mr. Lawry stated: Okay, also on page 12 of our packet, paragraph E1, it states there it would be 14 live/work dwellings, but on the application form itself, on page 17 it says there are 12 proposed, so I was just wondering about that conflict of numbers.

Mr. Ollila stated: So, with building #1, there is the studio with two apartments above it. Building #3 has three complete live/work units, Building #4 has three retail and three apartments, and one of the challenges that we had is that there's nothing in the current code that talks about live/work units and so as we talk about apartments or live spaces, I think there's some inconsistencies perhaps, but the number of structures and there primary uses would be the same.

Mr. Lawry asked: Okay, so there would be 14 dwelling unit, maybe 12 of them would fall under…

Mr. Ollila stated: Right, it's like almost trying to count the number of units that are in the [505] Lakeshore [Blvd.] building where Lakeshore Bike and Fred's Rubber Stamp is.

Mr. Lawry asked: And have you explored whether your RV parking and tent camping would require State of Michigan and Marquette County Health Department licenses for a campground?

Mr. Ollila stated: Great question, haven't had those conversations. If they do, they will, but again this isn't a campground. This is more of a business-to-business type environment, so for instance we may have some overlanding vehicles that are working their way through the UP for testing and research. They would be able to hole up at that property. We're also talking about special events. There's an event that you could reference called Overland Expo, which is a large rolling trade show of these types of industry experiences and vehicles is what I would consider it more event space than I would a traditional campground but any regulations would be met. I just want to add to that one of the companies is a start-up that we're working with downstate that is developing structures for camping of the future. If you're camping in an electric vehicle, that camping experience might be different than the way you camp today with propane, so that's a state-sponsored project. We have the opportunity of deploying products like that for first customers, first-use experiences and so unfortunately or fortunately, I'm in the entrepreneurial business and sometimes there's ambiguity on the way to progress and impacting the community in a positive way, so we're going to work through all of those.

Mr. Lawry stated: There is a wetland delineated on your drawings but I think the actual wetlands at this point have grown quite a bit beyond that. I foresee having problems accessing through that Soo Line railroad right-of-way or easement with the extent to which the wetlands have grown through there, and I think you have been in contact with the state on that but do you know have they actually been on site at all yet?

Mr. Ollila stated: Yes, in November 2021, I walked the property with the former director of EGLE, Lisle Clark, and some of her staff members, and she was not concerned about executing on the vision within that property and working with the DEQ or EGLE to support that project.

Mr. Lawry stated: I guess I would say it depends on who you talk to at the DEQ or EGLE or whatever, but you're obviously going to be filling some wetland area, according to your plan, and that will require you placing space somewhere else and it looks like the area that's wetland is growing on a regular basis.

Mr. Ollila stated: Right. Unfortunately sometimes you inherit poor design on your properties. I will also point out and there are materials that you can look at, what it looked like when it was the sawmill, and I can tell you there's huge improvements now from the dredging and the repositioning the dead river to move logs through that area. We're in the outdoor recreation space. We're in the innovation and entrepreneurship space. We want to protect our environment. We're not cutting any corners and we're going to build the very best project that we can build as it aligns with all permits and requirements.

Mr. Lawry asked: Okay, thank you for your responses.

Mr. Ollila stated: Thank you.

S. Mittlefehldt stated: I also have several more questions, just you've really helped to paint a picture of the primary uses of this property but there are nine listed I think and in addition to the research and development, there was hospitality, so bar and restaurant and a childcare facility, maybe you could kind of explain some of these ancillary functions that will be going on here and are those going to be for the public? Are those for the visiting people staying here for short-term research purposes and work purposes? Tell us a little bit more about some of those other uses.

Mr. Ollila stated: Sure. I think that's one of the most exciting things about the project, because it's truly a mixed-use project that serves both the community and also business to business aspect that again that we're trying to connect with the rest of the state. So, as I was building out the concept and I was talking to potential companies that would want to utilize our space, one of the questions was can I bring my family there? We like to think that we're providing space, from the innovator to the end user, and we want to provide something that's for the community - so for instance, there is no place to walk and get ice cream from the Kaufman sports complex, and there's no place for concessions at the sports complex. The north side of Marquette is an underdeveloped portion of the city compared to other portions of the city and so we already have public use, as Commissioner Clegg had mentioned, the Ore to Shore has been using my property since I've owned it for the last 12 or so years, as has the Noquemanon ski marathon, as does the North Country Trail. We've met with a number of those organizations. The North Country Trail is very excited that there would a location for a thru hiker for instance to be able to stop in Marquette on their way through town. This is innovator to end user, it's to serve the community, it's to bring economic relevancy to Marquette as it relates to the rest of the state. I want my family to be able to ride their bicycle out on the bike path that leads directly through this property to the north trails, through the rest of Marquette. I think it also pulls a little bit from what you'd be seeing in Bentonville, Arkansas. In Bentonville, if you have not researched that, they are at the very top of their game in creating innovation and entrepreneurial opportunities that are attracted to healthy lifestyles. They have a coffee shop that is one mile away from the closest parking area that people have to ride their bikes to or walk to get there, and it's incredibly successful. Those are the types of things that we can look at, benchmark and improve upon, so we expect that the community will enjoy this property just as much as Fortune 500 companies.

S. Mittlefehldt stated: For specifically, the childcare, would that be a service that will be open to the community?

Mr. Ollila stated: So, why is childcare in there? Do I have plans for a childcare facility? No, but we've got a problem with childcare in the city of Marquette. If you're going to go through a planned unit development process which is a lengthy process and you know that there are gaps in housing and in childcare and amenities, then you should probably write into your PUD that you should have childcare that would be available. I have no current plans for them, but if all of a sudden a group of people wanted to come up to conduct business in Marquette and they wanted to bring their children and if someone said it looks like a childcare facility, we would say we have that covered and if it meant that there was an opportunity for someone to open up a childcare facility, maybe for the community to drop kids off in a turn key type way, we would have a blue sky mentality to make sure that any entrepreneur or any business person or anyone in the social care circle would be able to utilize that property for that. We would hate to sell it short within the process.

S. Mittlefehldt stated: And similarly the function with the outdoor food and beverage, would that be for the public? You mentioned ice cream, are you thinking a restaurant, a bar?

Mr. Ollila stated: So we're thinking about a café. It's a dream that if you roast beans in Marquette or you brew beer there would be an opportunity to have those on the property. How that plays out I'm not entirely sure but we want to make sure that we had the provisions to be able to do that. I also know from my experience in creating the Nations Center, the Ferris Wheel Innovation Center and Co-working Space and 100K Ideas in downtown Flint, Michigan that when you provide those type of amenities for both the community and also new visitors, it creates a more vibrant, more usable space that people return to.

A. Andres stated: I think you have a lot of grand ideas and I like where it's going. However, it seems like it's a very complicated process and I just wonder if perhaps you've possibly had these grandiose ideas and maybe you have bit off more than you can chew and I look forward to seeing the formative plans that are more developed so we actually know what's going in the process and how things are going to be developed visually.

Mr. Ollila stated: I appreciate your concerns of my grandiose vision, but I also have experience of pulling off grandiose visions. This has been my way of life since I was probably 7 years old and I want to inform everyone that the biggest resistance sometimes comes from those who lack the vision and so as we talked to large corporations I can tell you they don't see this as grandiose. They see it as practical and the alternative is this property is available for development as a storage facility, and I think far too often we bias towards building a storage facility in Marquette where people can store their stuff. That does not lead to economic prosperity and opportunity for the community, so this is the time. We've not had this time for maybe 100 years to execute grandiose ideas.

A. Andres stated: And one other thing, just make sure in your plans that you cover all manner of people, wheelchairs included, physically disabled, mentally disabled, the whole gamut, make sure you include all people, not just the able-bodied person.

Mr. Ollila stated: It would be a mistake if we didn't and we will not make mistakes like that.

M. Rayner stated: Lots of great ideas but there's some real time delays in getting licensure for like food services and liquor licenses and daycare so you might want to put that into your plan so that you can touch some of those bases and see the process cause it's quite lengthy and quite time-consuming.

Mr. Ollila stated: It's a ridiculous process.

M. Rayner stated: I like your ideas. I'm not saying that. I'm just saying you need to do some research along those lines.

Mr. Ollila stated: Absolutely.

S. Mittlefehldt stated: I also want to say that I do think it's interesting because this project is a new challenge to us in many ways, because you're using categories that exist in the world but not in our Code. For example, the live/work dwellings, I mean, the spirit of that is what mixed-use is and I think your project gives us an example of what that could look like in a really interesting way. And you used some other terms like micro-mobility. We talk a lot about non-motorized transit. Some of us are working on, have been on the city's bike committee for a while, and we're trying to figure out a way to improve cycling in the city and we have been very focused on motorized and non-motorized transit, but this idea of micro mobility, it seems like is this an intentional move to get away from what is pretty established in the transportation literature as non-motorized transportation, because presumably e-bikes are here to stay and we've all seen them in town already, so maybe you could tell us a little bit about that, micro-mobility specifically and are you intentionally not talking about non-motorized transit when you're talking about the type of innovation that we've been focused on here, because so much of it will be electric?

Mr. Ollila stated: All modes are preferred. We are striving to be a walkable city. Again, there's a bike path on an abandoned railroad that leads right to the property and through the property. There is more innovation and entrepreneurship happening in the e-bike category. The number one selling electric vehicle in the world is a bicycle. It's not a car. We also believe that outdoor recreation is going to spur more research and development in those spaces because there's less regulation for that. That's why Porsche has bought an electric bicycle company. That's why KKR bought Rally Europe. That's why RCA, the record player company, just launched bicycles. I think what's really key here is we are at a new age in a point of discovery for all possibilities, whether they be "analog bikes" as they're calling them now, non-motorized to the motorized versions. We may have someone come in to develop a water bottle or we might have someone come and develop a hoverboard, and that's the gambit that we expect to attract and we want to make sure that there's something available for everybody.

K. Clegg stated: Per your future ownership intention statement, it's something you intend to hold for 12 years, so you have any idea what your plan is beyond that? Do you intend to sell? What type of person or company would you look to attract to do that?

Mr. Ollila stated: So the long-term plan, and speaking very candidly, is to provide an anchor for me to keep on doing this type of work in the community and for something for my daughters, one who just graduated Marquette Senior High School and will be leaving to come back to and to operate, to have a legacy project that provides positive community experience for a long, long time. If we can do that with this project, I would like to be old man Ollila in Building #1 that people are coming to visit.

S. Mittlefehldt stated: I did notice again going to the EV thing, there was only one charging station in the parking lot. And I know that this will probably change but given the nature of the project, I think they might want to have more.

Mr. Ollila stated: So we laid one down there but I can tell you we're talking to potential suppliers and potential collaborators from companies that are making vehicles that are electric to companies that are making charging stations. I would expect that you'll see many charging stations there but we don't know how many and we don't know how they're going to be used. I think each garage will also have charging stations inside of those as many of our customers would probably be charging inside the garages rather than just outside the garages, but our plan is fully-executed electric charging available on the property again for the community and also for our customers.

S. Mittlefehldt stated: Cool, okay, the last question, on page 36 of our packet, a hotel is listed. That was the first time that came up and I didn't know if hotel was being used synonymously as the live/work dwelling or if there is a hotel function specifically that's being planned?

Mr. Ollila stated: No, so again, you mentioned that a lot of this stuff was pushing the code, right, and so when we were asked to calculate parking spots, this project isn't in the basis of calculations and so we looked at hotel as being the worst possible scenario of having parking spots that are required for a particular business. It's neither a hotel nor is it just an office space, and so it was difficult to calculate the parking spots based on the current categories for counting those.

S. Mittlefehldt stated: Question for staff, on something like this where there's so much uncertainty about what will happen, how much do we need to have more concrete information about things like parking spaces? Is this okay if we're just going to allow the "trust me, we'll figure that out later" kind of thing?

D. Stensaas stated: You need to settle on a baseline to start with. Just to back the hotel comment, we suggested that's the use because it's not actually the worst case scenario for parking spaces. That would be single family housing. Hotels only require one space per unit. So, what I see happening here is as this project moves forward and it gets more legs and more form, as the contours of it become clearer to the applicant and it proceeds, they can come back with amendments to the PUD. So, those major amendments, like new buildings creating more spaces for either car parking or for different types of facilities and they have shown now on the plans, those are going to go through the same kind of process with public hearings at the Planning Commission and City Commission level. The only things, minor

amendments, that we approve as staff or things that don't have any impact off-site, they are relatively minor in nature, like fences, signs, things like that - so there's a lot of flexibility there if you're willing to keep going through the amendment process - not that that's easy or inexpensive. So, that puts some burden on the applicant, when they want to amend the PUD, they know what they want and they know this is going to be what they want for hopefully the next few years at least, the next phase of it, so they can develop phases of this through an amendment process, but I think what's being asked here, too, is to have flexibility for phasing in this plan. And this is a unique process so granting flexibility up front, it seems like a necessary part of the process to make it work for them.

Mr. Ollila stated: Can I address that part? I think in the 28 spots - I have to double check to see what we're proposing there. Yes, 28 parking spots, right? So I think you can do the math and you could find out where the 28 parking spots work on the property. There's also the practical perspective. We're not putting a parking lot on top of the granite outcroppings. That's actually a preferred natural feature. We're not going to put parking where there's buildings, and so as you develop the property there are areas where parking makes sense. We believe that with that amount of spaces on the property itself, it serves the primary uses of Phase 1. I think there's less ambiguity from our side of what we're doing and it's more about reconciling past projects, the zoning codes and the process codes which is exactly why we're going through the PUD process and I think it's in everyone's best interest to create a project that serves the community in a collaborative fashion so if someone says you know what, you need two more parking spots, we'll figure out where two more parking spots need to go. But I'm 100% confident that what we're proposing and what we're developing and the opportunity that we're going to bring to the community, we'll be able to serve our customers in the best possible way as well as locals using the property.

S. Lawry stated: I understand that Mr. Ollila is trying to be proactive, services that aren't currently available but he also has to be very reactive to the people he's trying to attract and meet their needs, so he is asking us to be pretty flexible with regulations in our community designed to be flexible. You typically would have to have a lot more detailed engineering done at this point to approve this because as I understand it, when we do get a final PUD for review, for the most part we just have to look at that and decide whether it is in agreement with the preliminary PUD that we've already approved. We can't really make a lot of alterations or changes or conditions at that point. It either matches or it doesn't match and we don't have a lot of detail to match it too at this point on things like access and drainage and a number of other areas [inaudible]. I know that the PUD ordinance has been rewritten a little bit since I was last on the Commission. I don't know if that allows us more flexibility here and when we get the final PUD, or if everything has to come back to us as an amended PUD or how we can address that. I guess Dave could speak to that.

D. Stensaas stated: Well we can pull up the ordinance and look at what it says about the final and the preliminary but the preliminary PUD is definitely different than any other type of preliminary site plan. This does offer a lot of flexibility and it's been that way for a while, with the standards for preliminary site plans. Actually, we just changed the code in the last couple of years to create a real preliminary site plan for other types of development that aren't PUDs, that kind of match what the PUD has had in it for years - which is a more vague set of standards so that there was flexibility. If you want to develop a PUD, there's more flexibility on this front end, but certainly with development of the civil infrastructure - even though they're not providing all the elevations and everything like that - those are going to have to work out to meet the City's Street and Utility standards. There's no way around that, and just because it's vague at this point doesn't mean they're not going to be held to the standard everybody else is when those things are developed.

S. Lawry stated: I guess I'd be most concerned with the fact that access to much of the property, as well as the utility to serve much of the property, at least the water main, is not in the PUD, it's not part of the plan. It might be part of the submittal here, but it's not under Mr. Ollila' s control and if we were to attach a condition to approval of the PUD that said you had to have all of that submitted to you before the City signs off on it that would seem to kind of remove an awful lot of the flexibility right there and require a lot of up-front investment that he's not going to build some of those other buildings for 10 years or more. That infrastructure would actually be deteriorating before it ever has to get used.

Mr. Ollila stated: To put in a point of clarification here, so there's actually multiple ways that exist right now to legally access the property - from the south at the curb cut on the cul-de-sac - that is where you would access the south part of the property. Also, in that documentation is the easement of the abandoned railroad grade that goes to the east of Lot 11, and so that is documented at the register of deeds easement. I would say the BLP access is designed to provide a more well-rounded project that also increases access to the Kaufman Sports Complex on an under-utilized piece of property could provide parking and makes for a nice loop through the property, but it's not necessary to activate the property by utilizing the BLP. That just is something that makes practical sense, so there is no ambiguity around entering the property, you can gain access to the property.

S. Lawry stated: But, I think based on the fire department [inaudible] update, they're basing it on the fact that they need BLP access to provide protection to buildings that are built down at the north end of the property.

Mr. Ollila stated: They would be able to use that easement to the east. There would be a 25 ft. turning radius that would be required in the site plan. We would never build a property that doesn't meet the city's requirement for access for fire.

S. Lawry stated: And just one other correction that's going on page 68 of the packet. It's Plan Sheet G.2 regarding the work buildings 3A and 3C. You're showing us 8 x 40 and then a note attached to it says a building area of 240 sq. ft. to be 320 square feet.

Mr. Ollila stated: It's nice to know you read the plan.

S. Lawry stated: When we're approving things, I don't know what calculations were used exactly where. It becomes a legal document at some point.

D. Stensaas stated: Back to Mr. Lawry's questions about utilities, what were your main concerns about the utility runs or possible extensions?

S. Lawry stated: I believe the water main was shown as - there's a water line to service all of the north buildings was I think running on the BLP property to get down to the lower level and then terminating in a hydrant down there.

Mr. Meister, the applicant's civil engineer from GEI, stated: Yes, but it could be shifted.

Mr. Ollila stated: So, we looked at two versions. So, a couple of things, and Mr. Lawry you probably have a better in-depth understanding of that. Most of the utilities terminate in River Park at the cul-de-sac and it's my understanding that loops are generally desired for water and sewer. While we certainly could go through the center of the property and we have a plan and we have received quotes for doing that, for the City and for the property it would be better to loop them. If we needed to for the site plan say run it through the center of the property on the site plan, then that's what we'll do but we think that everyone would benefit better from looping it. The sanitary discharge is directly going through, storm is on that property - you see those in those black lines there - and then the wastewater is coming back just outside of the BLP's electric easement there.

Mr. Meister stated: The water main there is shown inside the property line.

N. Williams stated: I just have one question. Leppanen and Anker - it looks like there's lots of discrepancies between their conceptual designs or renderings, and the GEI site plans, at least in the packet that I've got. I imagine that is just like where you're at in the process, but this packet is all we have to go off of.

Aaron Leppanen, the applicant's architect, stated: Yeah, I think from looking at the building standpoint, everything should be coordinated. I know those first four buildings are really the priority of the process and then that access road to the west of that. The buildings we're calling 5, 6, 7, and 8, those are

basically marked out on ours as future building sites. I think all the trails I'd have to look at the overlays, but I think George with GEI is here as well, so we would have to look at the overlays, but we know this is a preliminary site plan review. That's where we are in the process, but as far as all the trials, all the square footages, the parking for those first four buildings which are on the southern portion of the site, those calculations as far - I'm just looking at the screen so that's why I'm staring up there.

Mr. Meister stated: The line work for the buildings and infrastructure in there, aside from the utilities, came from them to us in CAD, so they should match pretty much right on. The elevations and renderings might look a little different because of the nature of them.

N. Williams stated: Sure. I guess what I'm looking at is - so we're looking at this drawing. I don't know what page it's on, but then if we switch to page number 54. That shows maybe 10 parking spots, right?

Mr. Ollila stated: Twenty-eight. So I think what you're seeing here in the differences is that when we went through the engineering process, we wanted to, for the entire property, figure out what we could put there to maximize the development of the property. And so rather than doing a Phase 1 and not looking at the rest of the property, we did drawings for the entire property and then we identified what Phase 1 is going to be. So, in some of those images you see what the projections would be for Phase 2 ,but this is for Phase 1.

S. Mittlefehldt stated: The public hearing is now open, if anyone would like to comment on this proposal please come to the podium.

Vince Nystrom, of Invest UP at 101 S. Front St., stated: I'm really excited to be here tonight and show a little support for a project we've been tracking for a while and we're really excited to partner with so I think all of us are pretty familiar with the whole travel tourism activity that happens across the peninsula and strength that we have here. If you break that down when you start thinking about all the different innovation activities and the opportunities that present themselves around that, that's really where this opportunity comes as well, so you're thinking about everything from electrification of mobility to smart clothing, advanced clothing, advanced trail technologies, just about anything you can think of that we enjoy currently in the outdoor recreation technology space, there's innovation that could go into that and be approved and it's an area right now that we as Invest UP has now gone with a development organization across the upper peninsula in partnership with the MEDC think that the UP, and specifically this region as well, can really accelerate and grow from. So, MEDC, just as an example, to give a little bit of background on it, actually took an office within the Department of Natural Resources and moved that office into MEDC and created outdoor innovation as a sector of focus across the entire state. That office was principally heavily involved in enabling a grant that David is working with to actually build this location, and something that kind of shows the level of interest they had.

And MEDC does not do this very often. As I think back, they have not- maybe once every two or three years do they really look at the technology sector that they say hey, the state of Michigan or a region of the state, in this case the upper peninsula, can really take advantage and grow an innovation sector and an economic sector for both job growth, investment - all of the above - so much so that from an Invest UP perspective we're looking actually at developing a small venture capital fund that I would be the managing director of, that we would be the first one of its type up here in the upper peninsula. That fund would focus exclusively on outdoor innovation, and focus exclusively on investments across the state of Michigan and David has already been identified by us as our innovation chairperson for that, so any time we have any technology across the entire state of Michigan that we were looking to make an investment in, we would bring it to David and David would help round out a team of experts to look at that innovation and technology to give us the thumbs up before we start to doing further due diligence on whether or not it was a good investment. So, again, just kind of recapping everything - as you look at the upper peninsula as a whole, we are so uniquely positioned to use this as a sector of excellence and economic driver. We have the ability to test in water, in sand, in woods and pretty much in mountains. You heard Bentonville, Arkansas mentioned and other things, like in Utah and Colorado. One thing that we also have a unique perspective on is cold weather, fresh water as well, so across the board we have four seasons that we can both test innovation, prototypes, all the above, and the activities in the Shophouse Park is looking to

build is a really perfect match and a great accelerator for the entire sector and we're really excited about the project, so thank you.

S. Mittlefehldt stated: If anyone else would like to comment now is the time. Seeing none, the public hearing is now closed.

It was moved by K. Clegg, seconded by D. Fetter, and carried 8-0 to suspend the rules for discussion.

K. Clegg stated: I'm excited about the opportunity that Mr. Ollila is presenting to us, but I do want to see a lot more detail. I'm with Commissioner Lawry in that I'm unsure how that plays out in the future when we come to see a final site plan review, but anybody else can comment on that.

S. Lawry stated: I'll just say that my experience in the past is we required an awful lot more for all of our applicants and they haven't been used in the last few years and I don't know how much it has changed but I was on the board 8 years previously and they basically had to have stuff where it never would have even gotten to a public hearing and it would have been kicked back as an incomplete application. So I guess this is kind of new ground as far as I'm concerned and how the other commissioners think.

S. Mittlefehldt stated: Yeah, I've been on the commission for 7 years and I've never seen as much...I call it, the trust me factor, trust me this will work. But we haven't seen a lot of PUD's either, and that is what PUD is designed to do - to provide flexibility and support an applicant who is trying to do something a little bit different that doesn't fit in the Code, so I kind of get it, but it definitely is not something I've seen in 7 years either.

S. Lawry stated: I looked at the packet from the last meeting, and read through the minutes, and there was more detail with that submittal than there is with the current one, and I realize some of that all may not all be valid at this point because things have evolved in that time. But, it was a lot more detailed.

K. Clegg stated: The proposal does meet five of the ten requirements and that's why the Planning Commission qualified it a year ago, so it does fit within that.

S. Mittlefehldt stated: One concern I do have, not about this project specifically, but more generally about the future of our land use in the city of Marquette, and I was also not at the last meeting or first meeting where this was approved, and I think Commissioner Premeau has mentioned this before, and I know former Chair Cardillo and I have advocated for having more industrial land in the city of Marquette, and it really is the one type of land use that we don't have much of and I think that ship has sailed and I'm excited about what they're planning for this site and I think it is an appropriate site for this type of work, but in general I would hate for this to be precedent for when we're looking ahead, to north of the river, we're looking at what to do with that WE Energies site. That's really our last big chunk of industrial land, and I would advocate strongly that I want to continue to have industrial, working, manufacturing in the city of Marquette. I think that having that economic diversity is part of a vibrant community, so I just want to put that on the record to say that we do value and want to continue to have industrial land, but hopefully we will see some actual manufacturing and more industrial activity on that north side of the river. Other thoughts? It was also brought up by Dr. Songer, so the letter mentioned that, too. I don't know if others have thoughts on that. Commissioner Premeau, I think we've agreed on this in the past.

W. Premeau stated: I could say, do you know the topography on that land up there? They can't just all of a sudden say well we're going to put a road through the center, because this is designed to run on what's there. You can't just run a line somewhere with the topography that's there, you just wouldn't be able to do it. This is a very small piece of land and even for industry, if you wanted to get an industry up here where there actually would pay large taxes to employ people, you would need a lot of land. And you've got on Lakeshore Boulevard, the WE Energies property, they've got all that land they filled in with fly ash back there and stuff back there. You need a larger site because if you hire 400 guys, you need an apartment building, and one or two charging stations, because that's about all will be used by the 400.

S. Mittlefehldt stated: I did get a chance to visit this site this afternoon and walked around and I can see the vision. I think it will be a beautiful space for the type of work that's being proposed and I agree that it's too small to do a lot of large manufacturing so I'm going to sacrifice the industrial section here but I just want, thinking ahead, I hope that we do see some real manufacturing.

K. Clegg stated: Given that this is, as you said, not necessarily well suited to heavy industrial manufacturing in the first place, there's a good chance they have an opportunity to spur a thing like an incubator so it's developed at all, so that we can attract businesses to fill out that WE Energies property. So, rather than this being the final solution for a manufacturing place with 400 individuals, it's a way for us to attract other people to fill out those properties.

W. Premeau stated: I have one question. Dave, in that packet it talks about a pond for a project, that's never happened before that I know of.

D. Stensaas stated: It's been quite a while but that's always an option for the Planning Commission or City Commission.

W. Premeau stated: So you just put it in there [the staff report] because its on the books, right?

D. Stensaas stated: Right. It's an option, but we're not recommending it as staff, but its always an option for this kind of project.

N. Williams stated: At the original meeting in May it was established that it met five of the ten objectives, correct? So, my question is are we able to talk about that at all or is that already established?

D. Stensaas stated: Those were established. That decision, that bridge has been crossed, but you can talk about it.

N. Williams stated: I would like to talk about it. One of my thoughts is, I guess since we haven't had a PUD come through since I've been on. There are the ten objectives, but those objectives are listed as 5 of five more criteria for qualification. Are you familiar with what I'm talking about?

A. Lsanders stated: So, I stated the five that the Planning Commission felt that that they met, in the staff report so they felt out of the ten, they met five, and I stated which ones they were.

N. Williams stated: I guess what I'm saying is that those ten are #5 on that separate list, so there's criteria and then one of the criteria is that it must meet three of these 10, and so #1 - are you able to pull up the Land Development Code?

A. Landers said that she would just pull up the staff report.

N. Williams stated: So, that's #5, and then when you scroll up a little bit. So, in section F is that it must meet all of these criteria as well, so one through five must also be met, and five is these also must be met.

S. Mittlefehldt stated: Yes, they determined they met that, and then they met five out of the 10 required objectives.

N. Williams stated: Okay so they also went through one through four. I know they went through five, but they went through one through four - okay.

W. Premeau asked what the term f-l-u-d above the red line meant on site plan sheet he showed the applicant?

Mr. Lappanen said that it was a misspelling of "flood" and the red line is the flood zone line.

S. Mittlefehldt stated: Is anybody prepared to make a motion?

It was moved by K. Clegg, seconded by A. Andres, and carried 7-1 that after review of the PUD site plan and pattern book dated May 2023, and the STAFF FILE REVIEW/ANALYSIS for 01-PUD-05-22, the Planning Commission, who previously established that the PUD met 5 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 by the Marquette City Commission with the following condition:

- *an amended plan is submitted to meet staff comments for the final site plan review.*

Yes: M. Rayner, S. Lawry, D. Fetter, N. Williams, K. Clegg, A. Andres, S. Mittlefehldt
No: W. Premeau

Correspondence
A. Sands Township Planning Commission Minutes of May 11, 2023

The Planning Commission and staff briefly discussed the subject, a campground development on the City's southern border.

COMMISSION AND STAFF COMMENTS

W. Premeau stated: The reason I voted no is several reasons, but the main one is they're not talking about putting literally peanuts of their own money in this project and a lot of those projects have failed and then the citizens eat it afterwards so somebody's got to cover the clean-up or whatever. I can't see that going because they're trying to do the same thing at the Air Base. They've already got a track out there. They've got all kinds of stuff up there, and they've got money, lots of dollars from Covid out there.

M. Rayner said that I've seen incubator ideas work, I just would like to see more a little more cohesiveness was my concern.

S. Lawry stated: I do have another question for staff. If there is not substantial progress, is it still within one year that a PUD expires.

D. Stensaas stated that it is two years before expiration.

S. Lawry stated: And if they partially build a PUD and it dies a slow death after that, what happens at that point? Because of some of what is being proposed here, as living space, if it isn't related to the research and development, it would seem to be out of place if its not used...

A. Landers stated: That is why it has to be live-work [housing] where they work there and live there.

S. Lawry stated: Could it eventually become an artist colony?

D. Stensaas said that there will be a formal Agreement for the PUD and that should be dialed into this as an innovation center. And this brings up the fact that we need to add a definition for live-work housing in the LDC the next time we update it.

S. Lawry stated: Okay, just so this doesn't become a white elephant down the line if nobody finds a good use for it that is compatible.

D. Fetter stated: I had a quick thought about the definition of live-work, especially in the world where a lot of people work from anywhere and especially from home, is that going to reflect single-family housing?

A. Landers said that we have home office and home occupation, and home occupation allows for that.

D. Stensaas said that one of the recent amendments to the LDC was that we tightened up the home occupation section of the Code to clarify what is and what is not a home occupation to be clear what isn't a home occupation but to offer flexibility to some home occupations recognizing that times have changed and a lot of people do work from home.

S. Mittlefehldt asked why the Planning Commission does not do the pledge of allegiance. There was a discussion about the issue that may continue at a future meeting.

ADJOURNMENT
The meeting was adjourned by Chair S. Mittlefehldt at 7:45 p.m.

David Stensaas

Prepared by: kw/iMedat
Edited by D.Stensaas, City Planner and Zoning Administrator, Planning Commission Staff Liaison

Exhibit C

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, July 10, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Mayer, Ottaway, Smith, Stonehouse

Approval of the Agenda

Mayor Pro Tem Sally Davis moved to Approve the agenda as written, seconded by Commissioner Jermey Ottaway and Carried Unanimously.

Announcements

Mayor Mayer had no announcements.

Boards and Committees

1. Appointment(s)

   John Stewart, Parks and Recreation Advisory Board, for an unexpired term ending 01-29-24

   Commissioner Jessica Hanley moved to Approve the appointment as listed, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

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

Margaret Brumm spoke about the off-leash dog training sessions being offered at NMU by the Upper Peninsula Animal Welfare Shelter. She also spoke about her concerns with recent changes to the walking hours at Presque Isle.

Presentation(s)

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

   Mike Archocosky offered an update on the City's Police-Fire Pension Board, which is composed of police and fire representatives, as well as the City Treasurer and two at-large appointees. He talked about the successes of the system, which is in a comfortable position at present. He said the board has struggled to maintain public membership, with the sole public member recently leaving the board due to term limits.

Commissioner Ottaway said the pension offered to City officers and firefighters is a key recruiting tool at a time when it's becoming more and more difficult to recruit.

Public Hearing(s)

3. Public Hearing - Preliminary Planned Unit Development Plan for 480 River Park Circle

Mayor Mayer opened the public hearing.

Margaret Brumm said she has reviewed all of the materials related to this request and can't say whether this should be approved or not. She said it has several beneficial aspects, but that the plan is difficult to understand and it isn't clear to her what the future of the site will definitively look like.

Developer David Ollila introduced himself to the Commission and presented a brief overview of the plan. He said the goal is to establish Shophouse Park as the local nucleus of an innovative, creative and growing outdoor technology and mobility sectors.

With no one else looking to comment, the Mayor closed the public hearing.

Commissioner Fred Stonehouse moved to approve the Planned Unit Development at 480 River Park Circle. The motion was seconded by Mayor Pro Tem Sally Davis and discussion ensued.

Commissioner Stonehouse said this project has been discussed for a long time, and that it has passed muster with staff and the City Planning Commission, in addition to receiving state-level support. He said this is a chance to focus on new technologies locally and to perhaps provide employment opportunities in new and emerging fields.

Mayor Pro Tem Davis said she is grateful that the Planning Commission has a strong and experienced membership that ask the important questions, and a staff that does such thorough work. She said this is innovative and visionary, and that any remaining questions can be worked through.

Commissioner Hanley said the City talks a lot about needing tax base, and this will certainly increase tax base, while building up a part of the city not currently built up. She said she is excited. Commissioner Larson also voiced his support for the project.

The Commission then voted on the motion to approve the PUD, which carried unanimously.

4. Consent Agenda

Commissioner Jessica Hanley moved to Approve the Consent Agenda as presented, seconded by Commissioner Jermey Ottaway and Carried Unanimously.

4.a. Approve the minutes of the June 26, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of $1,039,895.97

4.c. Corrective Public Utility Easement Agreement - Windstone Condominium

4.d. MERS Annual Meeting - Officer Delegate Appointment

4.e. Outback Art Fair - Special Event Permit

4.f. SpinwayMQT Lease Agreement Addendum

4.g. Upper Echelon 2023 - Special Event Permit

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

David Ollila thanked the City Commission and praised the work put in by the Community Develpoment Department. He said he is looking forward to the future of the Shophouse Park project.

Margaret Brumm spoke about the change to walking hours on the island. She said she missed the announcement for the meeting at which the Presque Isle Park Advisory Committee discussed the hours, and she spoke about the importance of the island.

Comments from the Commission

Commissioner Hanley said she was out of town but has heard great things about the fireworks and the parade and she thanked everyone who helped to organize the events.
Commissioner Larson said there was a ribbon cutting for the piers, and thanked staff for the work on the project.
Commissioner Ottaway praised the community efforts of the police department over the 4th of July.
Mayor Pro Tem Davis said it was nice to see the City Band at the pier ribbon cutting ceremony. She also highlighted recent street improvements in the City.
Commissioner Smith had no comments.
Commissioner Stonehouse said the change in walking hours on the island has caused quite the stir, and he said that is indicative of how much the community loves the island. He said the piers are a long, long time in the making and he's happy to see staff finding a way to finally accomplish the project.
Mayor Mayer asked for some staff clarification regarding the island hours.

Comments from the City Manager

City Manager Karen Kovacs said there are staffing challenges related to having people available to always open and close the driving loop at Presque Isle. She said the change that was made extended the walking hours from 6-8 p.m. on Mondays and Wednesdays to 6 p.m. to close on those same days.
She also thanked the City staff that ensured all of the 4th of July festivities went off smoothly.

Adjournment

Mayor Mayer adjourned the meeting at 6:44 p.m.

Cody O. Mayer, 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.

Exhibit D

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, August 14, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Commissioner Jenna Smith moved to excuse the absence of Commissioner Michael Larson for personal reasons, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

Approval of the Agenda

Mayor Pro Tem Sally Davis moved to Approve the agenda as written, seconded by Commissioner Jermey Ottaway and Carried Unanimously.

Announcements

The Mayor had no announcements.

Boards and Committees

1. Appointment(s)
   Allison Clark, Downtown Development Authority, for an unexpired term ending 1-1-24

   Commissioner Fred Stonehouse moved to Approve the appointment as listed, seconded by Mayor Pro Tem Sally Davis and Carried Unanimously.

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

Colleen Roberts spoke about the dedicated walking hours on Presque Isle and shared concerns with municipal resources and the local tax base. She said it's important to closely evaluate the budget in order to maintain services while keeping costs low for residents.
Margaret Brumm spoke about a recent trip to the Social Security office, about Board of Light and Power practices, and about accessibility in public parks. She said the City should put effort into educating the public about the rules and regulations regarding traffic on Presque Isle.

Presentation(s)

2. Marquette Housing Commission, by Chair Jackie Stark

Marquette Housing Commission Director Sharon Maki and MHC board chair Jackie Stark offered an update on the MHC. Stark discussed the board, the structure and various programs of the MHC and spoke about how the MHC properties and tenants interact with the community in various ways.
Maki spoke about the MHC's recent RAD conversion, which included changes to subsidy, as well as a MSHDA loan to update the buildings and facilities. She shared what that has meant for the unique opportunities available to the MHC.
Stark then spoke about updates that have come out of the RAD conversion, including renovations of the units, which are now all air conditioned. She spoke about the MHC's activities and accomplishments from the last year, and explained challenges faced by the organization.

3. Waste Management Update, by Mark Harrick and Tom Cascio

Tom Cascio from Waste Management said the city's collection contract is coming up and he wanted to share some ideas that the company has had about how to make collection safer, more efficient and more cost-effective.

First, he said that if the city were to limit or eliminate street parking in a neighborhood during the night that garbage collection is scheduled, it would speed up collection, keep the neighborhood cleaner, and be a safer environment for workers.

Additionally, he said that a move to citywide utilization of carts would improve all the same metrics.

Following the presentation, Commissioner Smith said the move to recycling bins was a big shift for people, and she said the city may want to consider some outreach and education prior to making any other big shifts. She also said she struggles with the idea of implementing a parking ban tied to garbage collection.

Commissioner Hanley said she wanted to clarify that the Commission has not created or previously discussed these ideas and said these are Waste Management's proposals.

Commissioner Stonehouse said he also doesn't like the idea of banning parking. He said he can see how this will help Waste Management but isn't sure it will be beneficial for residents or visitors.

4. Consent Agenda

Commissioner Jermey Ottaway moved to Approve the Consent Agenda as presented, seconded by Commissioner Jessica Hanley and Carried Unanimously.

4.a. Approve the minutes of the July 31, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of $ 4,934,639.31

4.c. Fire Department Radios

4.d. Michigan Homeowner Assistance Fund (MIHAF) Participation Provider

4.e. Planned Unit Development Agreement - 480 River Park Circle - Lot 12

4.f. Presque Isle Dredging Project - NEPA Technical Services Change Order

4.g. Rotary Club of Marquette West - Special Event Permit

4.h. Summer Craftacular - Special Event Permit

New Business

5. City Manager and City Attorney Performance Evaluation Process

Mayor Pro Tem Sally Davis moved to Authorize the appointment of three Commissioners to serve on a committee to review and compile the City Manager's and City Attorney's performance evaluations and to make a recommendation regarding future terms of employment and compensation, seconded by Commissioner Jessica Hanley and Carried Unanimously.

Following the vote, Mayor Mayer stated that he would be appointing Commissioners Smith, Ottaway and Hanley to this committee.

6. Kids Cove Playground Contract Award and Budget Amendment

Commissioner Jessica Hanley moved to Approve the budget amendment for Kids Cove Inclusive Playground to reflect $1,750,000 in revenues and $1,750,000 in expenditures; approve the contract with Associated Constructors LLC in the amount of $1,601,528 and authorize the Mayor and Clerk to sign the contract following attorney review, seconded by Commissioner Jennifer Smith and Carried Unanimously.

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

Margaret Brumm said Waste Management presented a common-sense recommendation on how to address an issue. She said it is surprising that the Commission is comfortable providing support for the inclusive playground plan for children, while remaining silent on the concerns she has voiced regarding the driving/walking hours on Presque Isle.

Colleen Roberts said she would support trading the Cliffs-Dow property for use as a future veterans' home. She said it's a win-win and she thinks citizens would support the move.

Geraldine Nault spoke on garbage pickup. She said she likes the cart system, and it is picked up reliably and on-time.

Martha Rice said she is upset about the discussions about Presque Isle, and is especially concerned about a rumor she has heard that that the City plans to eliminate all vehicle traffic on the island.

Comments from the Commission

Commissioner Ottaway said there is no intention from staff or the City Commission to ban cars on Presque Isle.
Mayor Pro Tem Davis thanked the volunteers and staff that took part in the recent Lower Harbor cleanup. She also recognized the life and myriad local contributions of former Marquette Mayor Dan Mazzucchi, who died recently.
Commissioner Smith said the Commission has not spoken much about this summer's Presque Isle Park driving hours because it was not a Commission decision to begin with. She said the Commission has been supporting that staff decision. She provided an overview of the driving hours on the island and said there is no plan that she is aware of that would permanently limit driving on the island.
Commissioner Stonehouse talked about the historical importance of Presque Isle and about the difficulty in making a public space like that available equitably to people with various interests. He said the way this discussion is currently being handled is not productive. He then complimented Dan Mazzuchi, who he said led a life of achievement, got things done and made the city better than it was when he arrived.
Commissioner Hanley reiterated that the Presque Isle Park decision was made at the staff level. She said the staff is charged with making day-to-day decisions in the City, while the Commission's role is to make large decisions, support staff and question when necessary. She said the City and the Commission are constantly working to keep costs low and service high, and noted that rising costs have made it difficult for the City, as well as residents.
Mayor Mayer said he is confident that every member of the Commission has sought information on the changes to driving hours at the island, and that it became clear that the decision was made for good reasons. He said the idea that someone would question the capabilities of the City leadership over that decision is laughable. He praised City staff.

Comments from the City Manager

City Manager Karen Kovacs said the shift in driving hours on Presque Isle was solely an operational decision, and she said it would be evaluated moving forward, as all such decisions are.

Adjournment

Mayor Mayer adjourned the meeting at 7:05 p.m.

Cody O. Mayer, Mayor

Rachel Dugas, Deputy City Clerk
for 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
PLANNING AND ZONING
1100 Wright Street
MARQUETTE, MI 49855
(906) 228-0425
www.marquettemi.gov

MEMORANDUM

TO: Dave Ollila, property owner
FROM: Dave Stensaas, City Planner and Zoning Administrator
DATE: August 25, 2025
SUBJECT: **Rezoning of 480 River Park Circle**

City staff will be initiating a rezoning process for your property at 480 River Park Circle and bring the request to the Planning Commission in a public hearing on September 16, 2025. The right to develop this property via the site plans for the Shophouse Park Planned Unit Development (PUD) has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code:

> **Expiration.** Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats (*Section 54.501*) or final site plans (*Section 54.1402*) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with *Section 54.1405*.

Prior to the Shophouse Park PUD approval, the subject property was designated as Industrial-Manufacturing (I-M) on the City's published Zoning Map, and that is the zoning classification that our Staff believes is most compatible with the current adjacent land uses. Our Staff will thus propose the I-M zoning district classification to the Planning Commission in our Staff Report for the rezoning hearing.

Cc: City Attorney, Zoning Official, Director of Community Development

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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: September 4, 2025
SUBJECT: **02-REZ-09-25 – 480 River Park Cir. (PIN: 1000120)**

The City of Marquette is requesting to rezone the property located at 480 River Park Circle which is zoned **Planned Unit Development (PUD)** to be zoned **Industrial/Manufacturing (IM)**. The right to develop this property per the site plans for the Shophouse Planned Unit Development (PUD) has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code:

> **Expiration.** Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats (Section 54.501) or final site plans (Section 54.1402) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with Section 54.1405.

The property is designated as Dead River Corridor on the Land Use/Place Type map in the City's *Community Master Plan.*

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

RECOMMENDED ACTION:

The Planning Commission should review the application and support information provided in this packet, conduct a public hearing, and determine whether or not the proposed rezoning of the above property would be in harmony with considerations required by the Community Master Plan (CMP) and that the request is in accordance with Section 54.1405 of the Land Development Code - Zoning Ordinance Amendment Procedures, and make a recommendation to the City Commission.

It is also highly recommended that any motion regarding the request include the following or similar language:

> *After conducting a public hearing and review of the application and Staff Report for 02-REZ-09-25, the Planning Commission finds that the proposed rezoning is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City*

Commission (approve / deny) 02-REZ-09-25 (as presented / for the following reasons / with the following conditions).

Staff recommends the following condition – following the City Commission meeting that the rezoning is approved when the PUD is terminated by the City recording at the Register of Deeds a proof of an affidavit stating the termination of the PUD.

In cases in which the Planning Commission finds that the proposed rezoning in not consistent with the Place Type Map of the CMP due to a possible oversight or an apparent lack of attention to the features of the parcel in question, but that is consistent with most of the recommendations of the Plan, the Planning Commission may wish to recommend approval of the rezoning request as *inconsistent with the Future Land Use Map but consistent with the Recommendations for Land Use of Chapter 2 of the Community Master Plan*.

STAFF FILE REVIEW/ANALYSIS

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

Case #: 02-REZ-09-25

Date: September 4, 2025

Project/Application: Rezoning from Planned Unit Development (PUD) to be zoned Industrial/Manufacturing (IM).

Location: 480 River Park Circle

Parcel ID: 1000120

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

Current Zoning: PUD – Expired as of August 7th, 2025

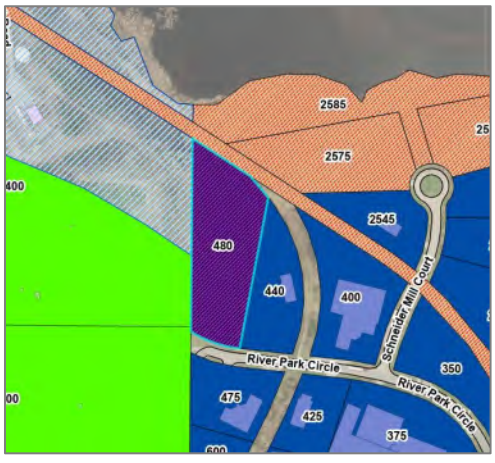
Surrounding Zoning:

North:	M – Municipal
South:	IM – Industrial/Manufacturing
East:	IM – Industrial/Manufacturing
West:	CR – Conservation and Recreation & BLP – Board of Light & Power

Zoning Districts and Standards:

Existing Zoning

Section 54.323 PUD, Planned Unit Development District – EXPIRED



Parcel 1000120 was approved for the Shophouse Park Planned Unit Development (PUD) in 2022, but that approval expired on August 14, 2025. Therefore, the right to develop this property per the site plans for the Shophouse PUD has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code. The 480 River Park Circle parcel is shown in purple at right. The adjacent blue parcels are zoned IM, and the parcels shown in green are in CR zoning. BLP parcels are hatched in blue/white, and Municipal (M) parcels are shown in orange.

Proposed Zoning

Section 54.317 IM, Industrial/Manufacturing District

(A) Intent
It is the intent of the Industrial/Manufacturing district to regulate the establishment of industrial uses in the city in such a way as to prevent the deterioration of the environment to protect the desired qualities of adjoining districts and to exert a minimum nuisance on adjacent uses within this district.

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots • Food Production, Minor • Fuel Dispensing Uses, including Service Stations • Heavy Vehicle/Equipment Sales, Rental, and Display • Indoor Recreation • Manufacturing, Light – Low Impact • Manufacturing, Light – Medium Impact • Office, Medical • Office, Professional • Outdoor Entertainment and Community Events (Temporary) • Public or Governmental Building • Railroad Facilities • Religious Institution • Retail Business, Indoor • Service Establishment • Shooting Range, Indoor • Small Wind Energy Systems, Roof-Mounted • Solar Energy Systems, <20kw- Accessory Use • Solar Energy Systems, ≥20kw to 2 MW - Accessory Use • Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential) • Storage, Bulk • Storage Facility, Self • Storage Facility, Self – Accessory Use • Storage, Indoor • Storage, Indoor – Accessory Use • Storage, Open/Outdoor • Vehicle Repair and Service • Veterinary Clinic (Domestic Animals Only) • Warehousing/Storage Facilities • Wholesale Trade Establishment • Wholesaling Operations • Wireless Telecommunications Facilities	• Adult Entertainment Uses • Major Repair and Maintenance Operations • Marihuana Educational Research • Marihuana Grower – Class A • Marihuana Grower – Class B • Marihuana Grower – Class C • Marihuana Grower – Excess • Marihuana Microbusiness – Class A and Light Manufacturing • Marihuana Microbusiness – Heavy Manufacturing • Marihuana Processor – Light Manufacturing • Marihuana Processor – Heavy Manufacturing • Marihuana Retailer • Marihuana Safety Compliance Facility • Marihuana Secure Transporters • Manufacturing, Heavy • Natural Resource Extraction and Processing Operations • Off-street Parking Lot • Pet Boarding Facility • Retail Business, Outdoor Permanent • Small Wind Energy Systems, Tower-Mounted • Utility Electrical Power Generation
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.	

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	None	*Front Yard (ft.)*	40
Min. Lot Width (ft.)	24	*Side Yard (one) (ft.)*	20
Max. Impervious Surface Coverage (%)	*(S)*	*Side Yard (total of 2) (ft.)*	40
Max. Building Height of Primary Building (ft.) (Q)	80 *(P)*	*Rear Yard (ft.)*	40 *(U)*
Max. Building Height of Accessory Building (L)	60 *(P)*	*Required Buffer & Greenbelt*	*(T)*
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

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

(P) Modified Height and Setback Requirements in the IM District. The Planning Commission may permit via special land use approval a greater height than the maximum allowed in the schedule of regulations in the IM district, provided that the front, side, and rear yards specified in *Section 54.402* and *Article 6* are increased by one (1) foot for each foot of building height that exceeds the maximum allowed. However, in no case shall the height of any structure in the IM district exceed the horizontal setback distance from the structure to a lot line; where the property abuts a right-of-way, up to 1/2 width of said right-of-way may be used in calculation the required yard; in no instance may the yard be less than the minimum specified in *Section 54.402*, and for accessory structures as specified in *Section 54.705*.

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

(S) Storm Water Management.

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

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

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

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

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

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

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

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

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

(1) Intent. It is the intent of this section to provide landscaped buffer yards, or greenbelts, for the purpose of buffering negative impacts of, and conflicts between, different land uses.

(2) Greenbelt Location Requirements. All greenbelts will be created in the existing side and/or rear yards of the property where development has been proposed and approved for zoning compliance. When located adjacent to a residential use, park or public multi-use path, the following land uses (per *section 54.306*) must provide a landscaped buffer on their property:

(a) *Multiple-Family Residential dwellings with >5 units, Mobile Home Park, Nursing Home* and *Convalescent Home uses, Extended Care* and *Assisted Living Facilities.*

(b) *Industrial Uses* (except *Light Manufacturing – Low Impact* uses).

(c) *Lodging, Commercial, and Retail uses (*except the following uses *Indoor Retail Business, Child/Day Care Center, and Service Establishments).*

(d) *Public and Quasi-Public Uses* and *Medical Uses.*

(e) *Other Uses* with the exception of *Accessory Buildings or Structures, Accessory Use, Non-Single Family Residential Lots, Minor Food Production uses, Small Wind Energy Systems-Roof Mounted, Solar Energy Systems <20Kw-Accessory Use.*

(f) Any twenty-four (24) hour non-residential use of property.

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

Section 54.1405 Zoning Ordinance Amendment Procedures

(A) Initiation of Amendments. The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.

(B) Application for Amendment. Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission.

Application accepted.

(C) Amendment Review Procedures.

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

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, September 16, 2025.

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

The Planning Commission is being asked to make a recommendation at their meeting on September 16, 2025.

(3) City Commission Consideration of the Proposed Amendment. The City Commission, upon recommendation from the Planning Commission, shall either schedule a public hearing or deny the petition. This hearing shall be advertised in accordance with *Section 54.1406*. If determined to be necessary, the City Commission may refer the amendment back to the Planning Commission for further consideration. In the case of an

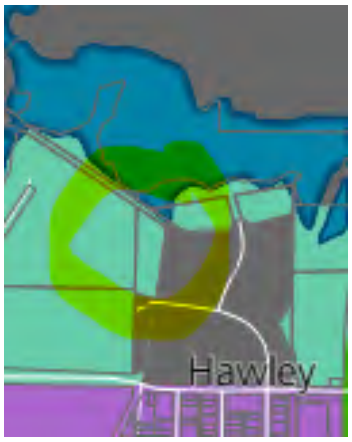
amendment to the Official Zoning Map, the City Commission shall approve or deny the amendment, based upon its consideration of the criteria contained in this Ordinance.

TBD.

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

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

This property is within the *Dead River Corridor typology* on the *Place Types/Land Use Typologies* map of the Community Master Plan (CMP, adopted in 2024).



The Industrial-Manufacturing (I-M) zoning classification is one of the "applicable zoning districts" listed for the *Dead River Corridor* typology, and it was also the zoning district that was rezoned to PUD for the Shophouse Park project.

The Planning Commission must review this report and all other supporting information, and the attachment titled *Rezoning Considerations for Planning Commissions,* and hold a public hearing for community input before determining whether to recommend approval of the proposed rezoning.

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

A Zoning Map amendment of this nature is certainly consistent with the provisions of the Land Development Code, if all of the rezoning provisions are followed as provided for in this report.

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

River Park Circle is classified as a "Local Road" per the Community Master Plan (see p.74), therefore vehicular traffic volumes are low.

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

There are no problems anticipated.

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

There has been a change in conditions, as approval for the PUD has expired, and there were no related errors in the Zoning Ordinance.

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

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

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

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

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

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

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

The proposed zoning is the same as the parcels east and south of this property.

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

No other zoning district classification supported by the CMP would be

as compatible with the intent for parcels in the Iron Bay Industrial Park, nor with the I-M classification for those adjacent parcels.

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

A text amendment would not be appropriate due to the requirements of LDC section 54.323(l)(6).

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

The Planning Commission must determine if the proposed zoning would create an isolated or incompatible (see item #8 above) zone. The proposed zoning is the same as the parcels east and south of this property, and I-M was the prior zoning district for this property.

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

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

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

Additional Comments:

The Planning Commission should consider the request, and the information provided in this analysis, and provide a recommendation to the City Commission via a motion on the proposed rezoning. Refer back to the case memo for a suggested motion format.

Attachments:

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

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

MEMORANDUM

TO: Dave Ollila, property owner
FROM: Dave Stensaas, City Planner and Zoning Administrator
DATE: August 25, 2025
SUBJECT: **Rezoning of 480 River Park Circle**

City staff will be initiating a rezoning process for your property at 480 River Park Circle and bring the request to the Planning Commission in a public hearing on September 16, 2025. The right to develop this property via the site plans for the Shophouse Park Planned Unit Development (PUD) has been terminated due to non-completion, per Article 54.323(I)(6) of the City's Land Development Code:

> **Expiration.** Within a period of two (2) years following approval of the PUD Agreement by the City Commission, preliminary plats (*Section 54.501*) or final site plans (*Section 54.1402*) for an area embraced within the PUD must be submitted as hereinafter provided. If such plats or plans have not been submitted within the two-year period, the right to develop under the approved plan shall be terminated by the City. Upon the developer's showing of good cause, the Planning Commission can recommend and the City Commission grant an extension of up to two (2) years for submission of the preliminary plat and/or final site plan. If the right to develop under the approved plan is terminated by the City, the City shall commence rezoning the site to its previous zoning classification or a different zoning classification supported by the Master Plan, in accordance with *Section 54.1405*.

Prior to the Shophouse Park PUD approval, the subject property was designated as Industrial-Manufacturing (I-M) on the City's published Zoning Map, and that is the zoning classification that our Staff believes is most compatible with the current adjacent land uses. Our Staff will thus propose the I-M zoning district classification that will be proposed to the Planning Commission in our Staff Report for the rezoning hearing.

Cc: City Attorney, Zoning Official, Director of Community Development

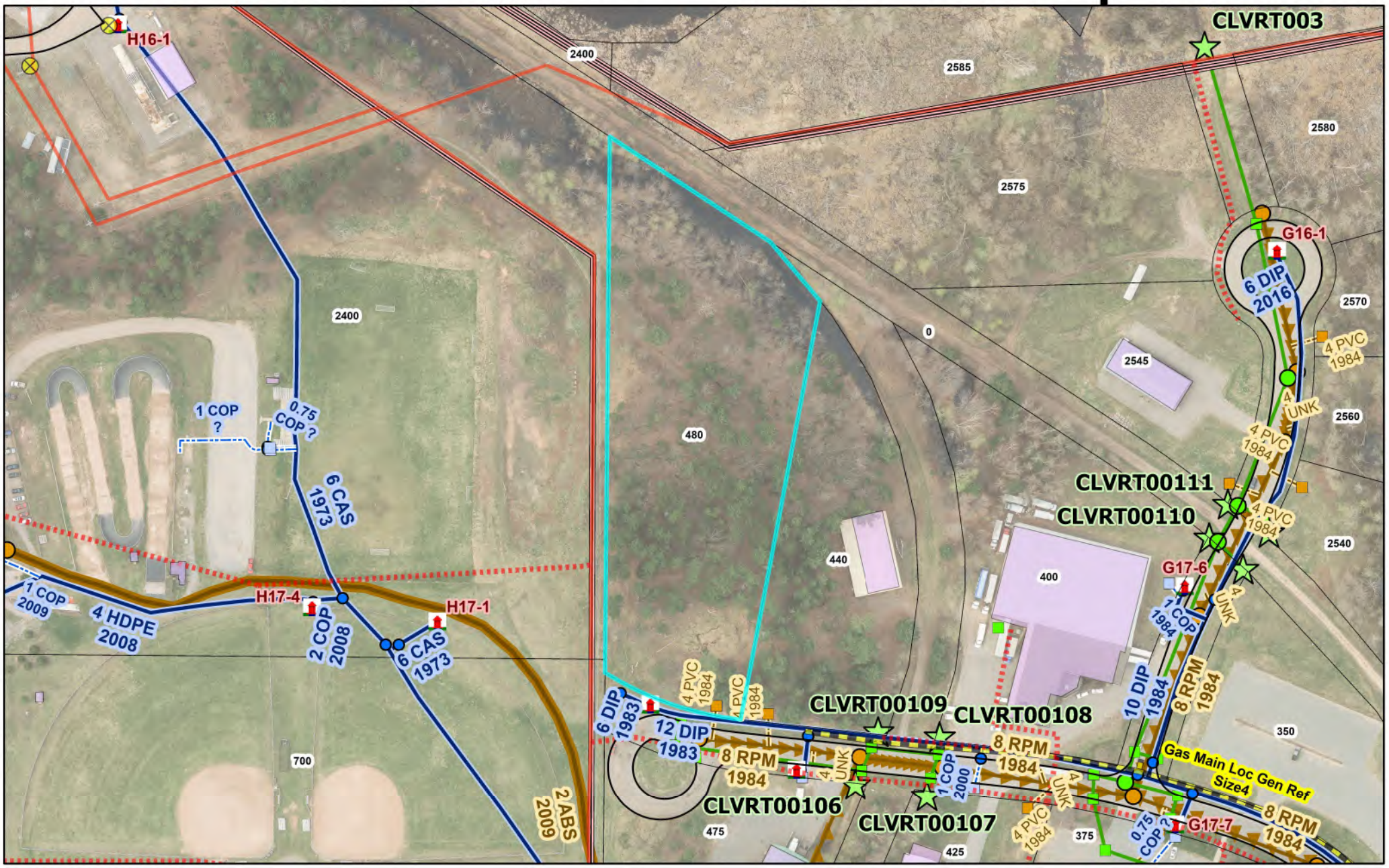
02-REZ-09-25 Area Map

N

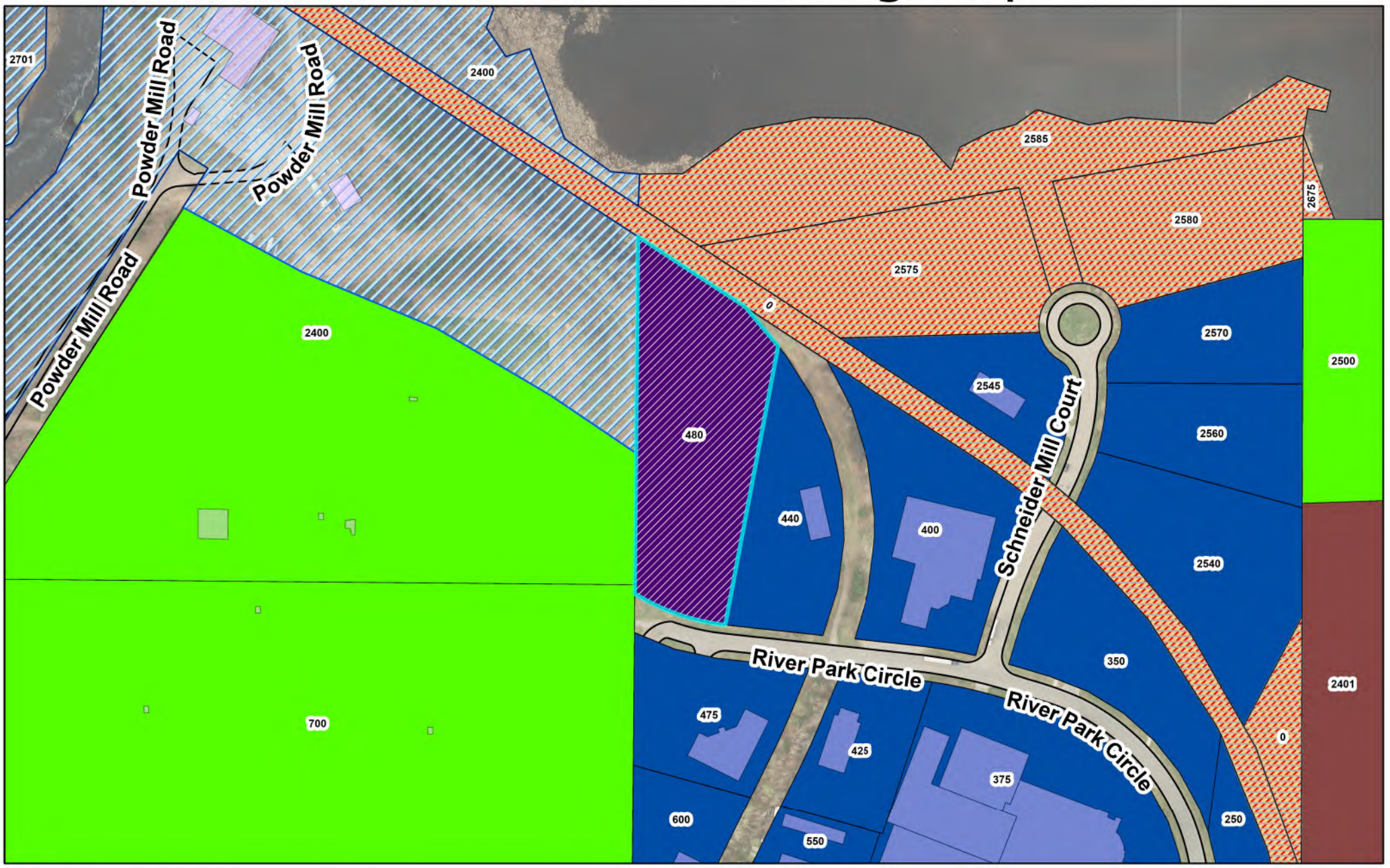
1 inch equals 250 feet

Parcels_Address Number Labels
Building Footprints
Streets
Contours2FT_From_200
DAYLIGHT
IN ROAD/BRIDGE CULVERT
IN STORM SEWER

02-REZ-09-25 Block Map



02-REZ-09-25 Zoning Map



N

The information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained hereon does not replace information that may be obtained by consulting the [illegible] be liable for any damages arising out of the use of the information

1 inch equals 250 feet

- Parcels_Address Number Labels
- Building Footprints
- 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
- Streets

05/11/2022 09:26

05/11/2022 09:28

05/11/2022 09:28

05/11/2022 09:25

05/11/2022 09:27

05/11/2022 09:28

05/11/2022 09:29

05/11/2022 09:26

05/11/2022 09:28

Gray, McRae, Jelly Roll, Doja Cat and Post Malone join a growing list of confirmed performers for this year's VMAs.

Rhymes and Martin will both perform, as well as a slew of other artists, including Alex Warren, J Balvin, Sabrina Carpenter and sombr.

Warren, who's nominated for best new artist, best pop and song of the year, will take the VMA stage for the first time, performing his breakout hit, "Ordinary." Newcomer sombr, a singer-songwriter and producer, will also be making his award show debut.

Balvin will perform "Zun Zun" with Latin singers Justin Quiles and Lenny Tavárez, and "Noventa" with producer DJ Snake.

Carpenter, who offered a debut performance at the VMAs last year, taking home song of the year, will return to perform "Manchild."

McRae is also up for four taken the VMAs stage various times since his first performance in 1997, will also perform during the ceremony.

Martin, whose long VMAs history began with his first performance in 1999, will also perform, and be honored for a "four-decade career that launched Latin music and culture into the mainstream," according to the announcement.

Who will host the VMAs?

LL Cool J has snagged wins, co-hosted and performed atop the MTV Video Music Awards stage. Now, the Grammy-winning rapper-actor-author is going solo to host the 2025 awards ceremony.

He's retaking the stage, this time without Nicki Minaj and Jack Harlow, with whom he co-hosted in 2022.

He's also up for the best hip-hop award for his single

Notice of Ely Township
Public Hearing

Please be notified that on Monday, September 8, 2025 at 6:30 p.m., The Ely Township Planning Commission will be conducting a Public Hearing for the purpose of: Conditional Use Permit
Dan Moore of Greenwood Investments request consideration for a Conditional Use to permit the current hotel to be used as a long-term rental apartments on a parcel zoned Town Development.

Parcel 52-03-211-002-00 is described as: SEC 11 T47N R28W THAT PART OF THE S ½ OF NE ¼ LYING S OF US-41 & E OF CO RD 478 EXC THE E 1080 THEREOF ALSO THE N 55' OF W 611.81' OF N ½ OF SE ¼ LYING E'LY OF CO RD 478.

Information may be reviewed at Ely Township Office from 11:00 a.m. - 4:00 p.m. Monday through Thursday at 1555 County Rd 496, Ishpeming, and written comments will be received until the date of the hearing. Anyone wishing to give testimony will be given the opportunity to be heard. This notice is posted in compliance with Public Act 110 of 2006, as amended, the Open Meeting Act MCLA 41.72A (2)(3) and the Americans with Disabilities Act.

PUBLIC HEARING NOTICE
MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing for the following:

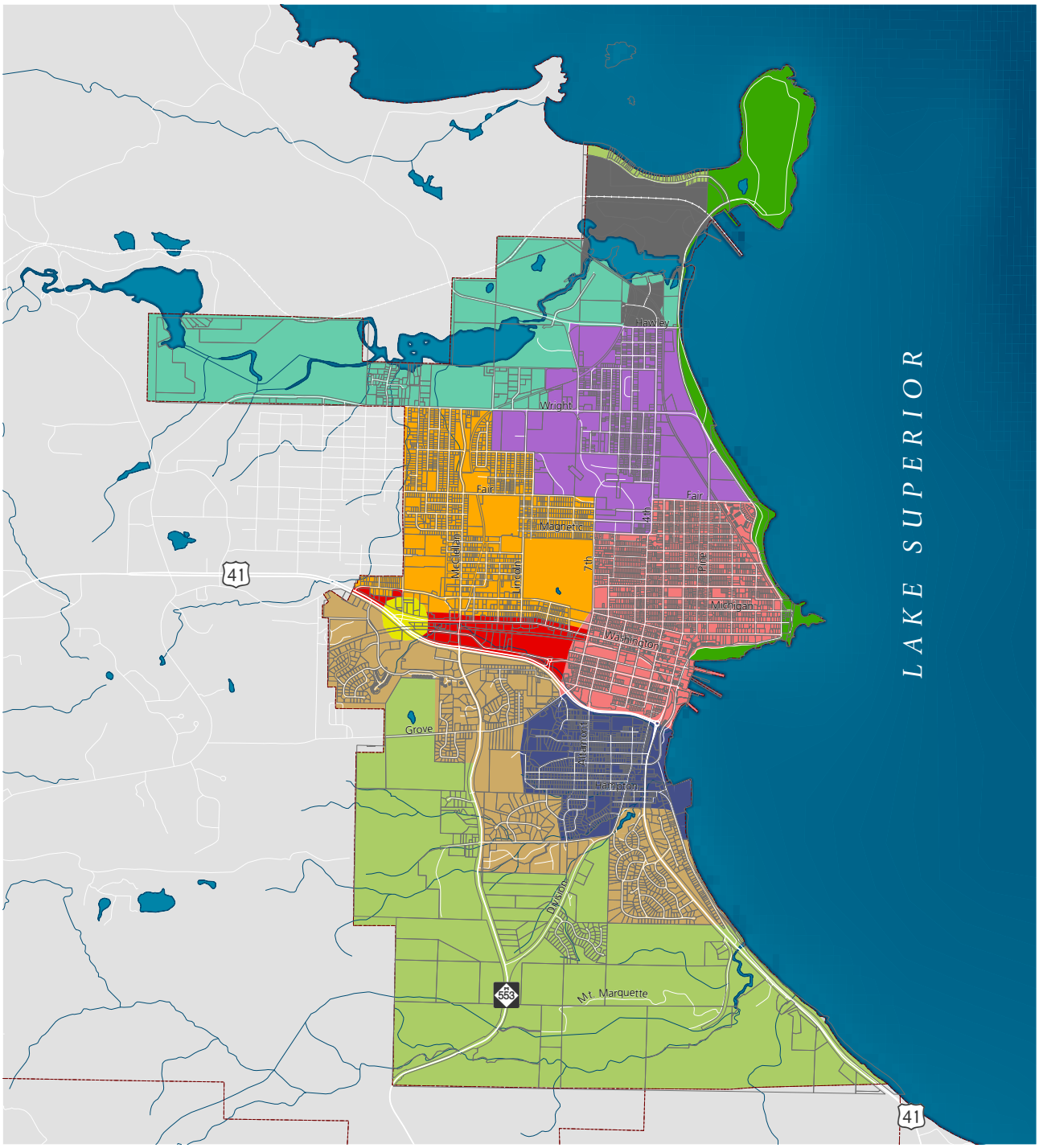
01-REZ-09-25 – 1700 Division St. (PIN: 0515150): LMS Ventures LLC is requesting to rezone the property located at 1700 Division Street that is zoned **Mixed-Use (M-U)** to be zoned **General Commercial with Conditional Rezoning (GC CR).**

02-REZ-09-25 – 480 River Park Cir. (PIN: 1000120): The City of Marquette is requesting to rezone the property located at 480 River Park Circle which is zoned **Planned Unit Development (PUD)** to be zoned **Industrial/Manufacturing (IM).** The right to develop this property per the site plans for the Shophouse Planned Unit Development (PUD) has been terminated due to noncompletion, per Article 54.323(i)(6) of the City's Land Development Code. The property is designated as Dead River Corridor on the Land Use/Place Type map in the City's *Community Master Plan.*

The public hearing for this request will be at 6:00 P.M. on Tuesday, September 16, 2025, in the Commission Chambers at City Hall, 300 W. Baraga Ave. If you wish to comment on this matter you may do so at that time. Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov. Written submissions will be accepted until 12:00 p.m. on September 16, 2025.

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

Andrea Landers, Zoning Official, 225-8383



Place Types / Land Use Typologies

0.5 Miles

Beckett & Raeder, Inc.

Sources: Michigan Open Data Portal, City of Marquette

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

Rezoning

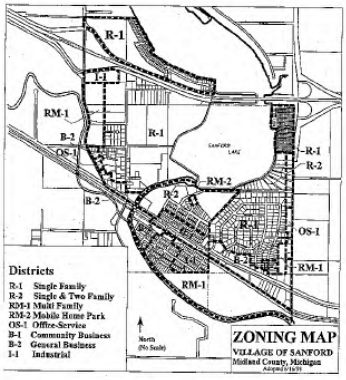
- The main question that must be answered when considering a rezoning is: *"Is that an appropriate location for that zone?"*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific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

20

Rezoning Factors to Consider

RE: Question One (previous page)

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



21

Rezoning Factors to Consider

RE: Question Two (previous page)

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

22

SPOT ZONING

Characteristics

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

Result

- Typically ruled invalid if challenged in court.

23

ORDINANCE #25-12
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 54 – ZONING, BY CHANGING THE ZONING DESIGNATION OF THE PROPERTY AT 480 RIVER PARK CIRCLE

The City of Marquette Ordains:

SECTION 1. Zoning Designation
The zoning of the property located at 480 River Park Circle is hereby changed from Planned Unit Development (PUD) to Industrial-Manufacturing (I-M).

SECTION 2. Map Revision.
This change shall be shown on the Marquette City Zoning Map.

SECTION 3. Effective Date.
This ordinance shall take effect ten days after adoption but not before publication.

_____ _____
Jessica Hanley, Mayor Kyle Whitney, City Clerk

Date Adopted: _____ Date Published: _____

Agenda Date: 9/29/2025

Consent Agenda
Approve the minutes of the September 8, 2025 work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 09-08-25 Work Session Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda
City Commission

WORK SESSION

Monday, September 8, 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. Marquette General Hospital Brownfield Plan Update

City staff led a discussion of a proposed amendment to the Brownfield Plan for the former hospital property, with Deputy City Manager Sean Hobbins explaining that the original plan, approved in 2022, carried a significant eligible activity budget, largely devoted to demolition. Demolition and abatement costs were largely covered through grants, leaving significant capacity within the plan to be reallocated.

The proposed amendment would make underground parking an eligible expense, which would be intended to reduce surface parking, increase taxable building development, and maximize overall investment on the site.

Commissioners, staff and Veridea representatives discussed the concept, with discussion touching on the plans for the development, as well as the proposed timeline for reimbursements, the possibility of imposing a cap on the plan duration, and the relationship of the project to neighborhood traffic patterns.

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

Margaret Brumm talked about the impacts of the planned development.

Adjournment

Mayor Hanley adjourned the work session at 5:43 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.

Agenda Date: 9/29/2025

Consent Agenda

Approve the minutes of the September 8, 2025 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 09-08-25 Meeting Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, September 8, 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

Mayor Pro Tem Paul Schloegel moved to Approve the agenda as written, seconded by Commissioner Jermey Ottaway and Carried Unanimously.

Announcements

Mayor Hanley had no announcements.

Boards and Committees

1. Appointment(s)

Abigail LaForest to the Public Art Commission for an unexpired term ending 02-26-2028.

Commissioner Jermey Ottaway moved to Approve the appointment as listed, seconded by Commissioner Michael Larson and Carried Unanimously.

2. Reappointment(s)

Amy Maus to the Parks and Recreation Advisory Board for a term ending 09-01-2028.

Commissioner Sally Davis moved to Approve the reappointment 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.

Margaret Brumm spoke about the Cliffs-Dow property.

Presentation(s)

3. Planning Commission, by Kevin Clegg

Planning Commission Chair Kevin Klegg provided an overview of the Planning

Commission's activities for the prior year.

He noted the Planning Commission's history and highlighted current membership, noting a couple of current vacancies.

In 2024, he said, most activity involved site plan reviews. He said the board saw a decrease in overall workload, which could be an indicator that the Land Development Code is functioning effectively. Key concerns moving forward include housing availability, mobility and transit, and advancing climate action planning. He said the Planning Commission also supports improved coordination between the City and Planning Commissions, and suggested a joint meeting.

Commissioners expressed appreciation for the Commission's work, particularly the effectiveness of the Land Development Code.

4. Consent Agenda - Roll Call Vote

Commissioner Jermey Ottaway moved to Approve the Consent Agenda as presented, seconded by Commissioner Cody Mayer and Carried Unanimously by Roll Call Vote.

4.a. Approve the minutes of the August 25, 2025 regular Commission meeting

4.b. Approve the total bills payable in the amount of $2,563.340.51

4.c. EGLE GLRI - Grant Application

4.d. KBIC Funding for the City of Marquette Department of Community Services

4.e. KBIC Funding for the City of Marquette Police Department

4.f. Sault Ste. Marie Tribe of Chippewa Indians Funding for the City of Marquette Police Department

4.g. Noquemanon Trails Network - Trail Maintenance Permit

4.h. Peg Hirvonen Bandshell - Construction Contract Change Order

4.i. Proclamation - Marquette Alzheimer's Awareness Day

4.j. Schedule Public Hearing- Former Marquette General Hospital Brownfield Plan Amendment - Roll Call Vote

4.k. Schedule Public Hearing - Rezoning of 480 River Park Circle

4.l. Travel Lift Agreement

New Business

5. Schedule Public Hearing- FY 2026 Budget

Commissioner Cary Gottlieb moved to Schedule a Public Hearing for September 29, 2025, at 6:00 p.m. to review and adopt the FY 2026 Budget, seconded by Commissioner Jermey Ottaway and Carried Unanimously.

6. Contract Approval - In-situ Remediation Services - Former Cliffs-Dow Site

Commissioner Sally Davis moved to Award the Cliffs-Dow Brownfield Site - In-situ Remediation Services Contract to ORIN Technologies of Verona, Wisconsin at cost not-to-exceed $802,148, and authorize the Mayor and Clerk to sign the contract, seconded by Commissioner Michael Larson and Carried Unanimously.

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

Margaret Brumm spoke about the upcoming local candidate forum, hosted by the League of Women Voters, and about an upcoming emergency response training related to animals and accidents.

Comments from the Commission

Mayor Pro Tem Schloegel noted that school is back in session and warned residents to be safe when traveling.
Commissioner Davis honored the upcoming anniversary of the September 11 attacks, and asked people to reflect.
Mayor Hanley and Commissioners Gottlieb, Larson, Mayer and Ottaway all had no additional comments.

Comments from the City Manager

City Manager Kovacs said she had office hours scheduled for Wednesday at the Peter White Public Library.

Adjournment

Mayor Hanley adjourned the meeting at 6:29 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.

Agenda Date: 9/29/2025

Consent Agenda
2025 Fire Prevention Week Proclamation

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- 2025 Fire Prevention Week Proclamation

Proclamation
Fire Prevention Week 2025

WHEREAS, the City of Marquette, Michigan is committed to ensuring the safety and security of all those living in and visiting; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, Marquette's first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

NOW THEREFORE, I, Jessica Hanley, Mayor of Marquette, do hereby proclaim October 5–11, 2025, as Fire Prevention Week throughout this city.

DATED this 29th day of September, 2025.

_____

Jessica Hanley, Mayor

Agenda Date: 9/29/2025

Consent Agenda
Budget Adjustment - Fiscal Year End 2025

BACKGROUND:

In order to stay in compliance with State and Local laws and regulations, the City should complete each fiscal year with a budget in which actual expenditure amounts do not exceed budget amounts. The attached schedule illustrates funds with projected fiscal year end activities that exceed current budgeted amounts.

FISCAL EFFECT:

Approval of the adjustments will help ensure the City stays in compliance with budgetary rules and regulations.

RECOMMENDATION:

Approve the budget adjustments for Fiscal Year 2025, and authorize the Chief Financial Officer to make the necessary adjustments to balance the budgets.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- FY'25 FYE Budget Amendment

General Fund	Amended Budget	Activity as of 8/31/2025	Projected Need	Amendment Requested	Amended Budget After Adjust.
Revenues:					
Taxes	$ 17,450,590	$ 16,709,230			17,450,590
Licenses and Permits	101,940	90,350			101,940
Revenue Sharing	3,508,620	2,591,460			3,508,620
State and Federal Grants	221,990	265,480		84,000	305,990
Contributions from Local Units	-	1,000			-
Charges for Services	2,855,180	2,603,790			2,855,180
Fines and Forfeits	89,340	91,550			89,340
Interest and rents	94,370	283,050	338,050	243,680	338,050
Other Revenue	229,970	277,760		45,550	275,520
Other Financing Sources	168,190	12,440		345,250	513,440
Total General Fund Revenues	$ 24,720,190	$ 22,926,110		$ 718,480	25,438,670
Expenditures:					
General Government:					
City commission	$ 107,610	$ 111,180	122,298	$ 22,470	130,080
City manager	587,430	492,870	542,157		587,430
Finance department	493,320	432,690	475,959		493,320
City clerk	401,980	385,240	423,764	23,800	425,780
Treasurer	324,120	278,920	306,812		324,120
Assessing department	424,080	350,860	385,946		424,080
Elections	118,070	76,940	84,634		118,070
Building and grounds	303,700	249,790	274,769		303,700
City attorney	275,300	176,490	194,139		275,300
Human resources	480,730	403,340	443,674		480,730
Other general government	99,600	98,610	98,620		99,600
Public Safety:					
Police	6,145,510	5,781,450	6,359,595	214,100	6,359,610
Fire	4,093,600	3,961,690	4,357,859	264,300	4,357,900
Rental inspector	116,410	80,860	88,946		116,410
Waterfront safety	101,660	98,870	108,757	7,340	109,000
Public Works:					
Department of public works	4,003,140	3,729,600	4,102,560	99,460	4,102,600
Engineering	1,529,370	1,466,620	1,613,282	83,930	1,613,300
Cemetery	239,520	220,500	242,550	3,080	242,600
Community and Economic Development:					
Planning and zoning	862,200	737,900	811,690		862,200
Recreation and Culture:					
Parks and recreation department	473,920	429,560	472,516		473,920
Arts and culture	457,610	299,120	329,032		457,610
Transfers Out:	3,081,310	1,198,780	3,081,310		3,081,310
Total General Fund Expenditures:	$ 24,720,190	$ 21,061,880	$ 24,920,869	$ 718,480	25,438,670
Sanitation Fund					
Revenues:	$ 2,697,740	3,679,118		1,192,260	3,890,000
Expenditures:	$ 2,697,740	3,535,979	3,889,577	1,192,260	3,890,000
Local Development Finance Authority Fund					
Revenues:	$ 2,230,420	2,240,447		39,970	2,270,390
Expenditures:	$ 2,230,420	2,270,385	2,270,390	39,970	2,270,390
Criminal Justice Training Fund					
Revenues:	$ 5,120	37,889		26,880	32,000
Expenditures:	$ 5,120	20,504	22,554	26,880	32,000

Agenda Date: 9/29/2025

Consent Agenda
Lakeview Arena HVAC Rooftop Unit Replacement

BACKGROUND:

The HVAC unit that provides climate control to Superior Hockey Pro Shop at Lakeview Arena has reached the end of its useful life and requires replacement. Facilities staff reached out for quotes from all known providers with the ability to perform the work. One quote was received:

- Johnson Controls $37,487

This project was included in the FY'25 budget.

FISCAL EFFECT:

A budget amendment may be required.

RECOMMENDATION:

Approve the replacement of the HVAC Rooftop Unit at Lakeview Arena in the amount of $37,487.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- JCI Quote

City of Marquette Lakeview RTU Replacement
Quote Prepared by Jacob Teunas
09/24/2025

PROPOSAL

Account Information

Bill To:	CITY OF MARQUETTE ATTN ACCOUNTS PAYABLE 300 W BARAGA AVE MARQUETTE MI USA 49855
Quote Reference Number:	1-1OY5GF9B
Project Name:	City of Marquette Lakeview RTU Replacement
Site:	CITY OF MARQUETTE - LAKEVIEW ARENA 401 E FAIR AVE MARQUETTE MI 49855-2951
Branch Info:	JOHNSON CONTROLS APPLETON WI CB - 0N07
Attn:	Mike Sjolund

Customer Information

Name: Mike Sjolund

This proposal is hereby accepted and Johnson Controls, Inc. ("JCI" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: $37,487.00. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 10/23/2025

CITY OF MARQUETTE		**Johnson Controls Inc.**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
PO:	_____		_____

Proposal Overview

Benefits/Scope of Work: JCI to replace the Carrier RTU at Lakeview Arena. This includes a crane for removal and setting of the existing/new unit, electrical, connecting the new unit to the BAS, ductwork connections, start-up, and commissioning.

Exclusions:

1.Labor or material not specifically described above is excluded from this proposal.
2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3.Applicable taxes or special freight charges are excluded from this proposal.
4.Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds $5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds $5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding $5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ **NO: This signed contract satisfies requirement**

☐ **YES: Please reference this PO Number:** _____

AR Invoices are accepted via e-mail: ☐ **YES: E-mail address to be used:** _____

☐ **NO: Please submit invoices via mail** ☐ **NO: Please submit via** _____

(IMPORTANT): *"JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.*

TERMS AND CONDITIONS (Rev. 12.12.2024)

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller

condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (30) days from the date of the invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JCI, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer' s warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption

certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJUERE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JCI may terminate the Services immediately upon notice to Customer, if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants

JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGTAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document . At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. ***JCI as Processor*****:** JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

Agenda Date: 9/29/2025

Consent Agenda
License to Use City Property adjacent to 1401 Presque Isle Avenue

BACKGROUND:

Northern Michigan University has submitted an application for a License to use city property under Presque Isle Avenue for the placement of a conduit for the purpose of delivering water for irrigation of their property.

FISCAL EFFECT:

The application fee of $460 has been paid.

RECOMMENDATION:

Approve the License, and authorize the Mayor and Clerk execute the Grant of License.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Application-Exhibit-Staff Review_09-PRU-09-25
- Grant of License_Signed by Applicant

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

PRINT

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

CITY STAFF USE

Date Submitted: 8-19-25 Parcel ID# 0511390 File #: 09-PRU-09-25

Property Address/Location: 1401 and 1422 Presque Isle Ave.

Adequate Graphic Image or Legal Description Submitted: Y / N

Receipt #: 401298 Check #: 411620 Received by and date: AC 8-19-25

FEE $460 (We can only accept Cash or Check (written to the City of Marquette))

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS! If you have any questions, please call 228-0425 or e-mail dstensaas@marquettemi.gov.

ADDRESS INFORMATION

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

1401 Presque Isle

APPLICANT CONTACT INFORMATION and LEGAL NAME OF PROPERTY OWNER

APPLICANT or REPRESENTATIVE

Name: Northern Michgan University

Address: 1401 Presque Isle

City: Marquette

State, Zip: Michigan, 49855

Phone #: 906 227 2475

Email: jthams@nmu.edu

NAME(S) ON PROPERTY DEED

Name(s): Northern Michigan University

Address: 1401 Presque Isle

City, State, Zip: Marquette, Mich, 49855

Phone #: 906 227 2475

Email: jthams@nmu.edu

PROJECT DESCRIPTION

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

Request is for a License to extend a 4" irrigation line from the east to west side of Presque Isle between Fair Avenue and Waldo Street as shown on the attached drawing.

Irrigation main would be installed in conjucntion with the sewer extension for the new apartment project.

LEGAL or GRAPHIC LOCATION DESCRIPTION

A surveyed legal description of the license/easement area or a graphic image of the approximate requested license area is required. City staff can provide an aerial photo of the subject property/area to assist with creating a graphic location description/exhibit for the application.

Please see the attached project construction drawings - Irrigation line is highlighted in green.

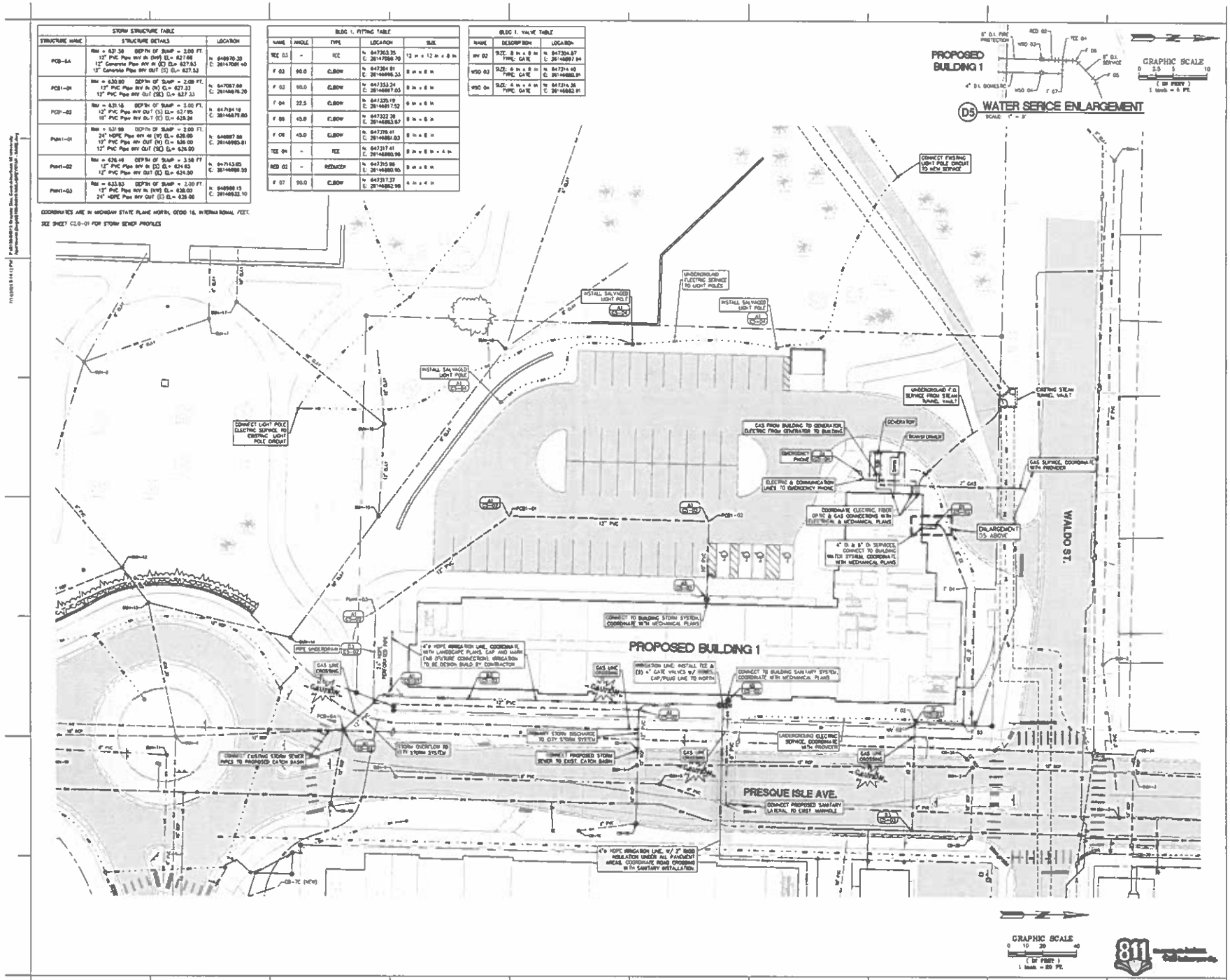
ATTACHMENTS

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

SIGNATURE

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

Signature: _____ Date: 8-19-2025



STORM STRUCTURE TABLE		
STRUCTURE NAME	STRUCTURE DETAILS	LOCATION
PCB-5A	Rim = 631.58 DEPTH OF SUMP = 2.00 FT. 12" PVC Pipe inv in (NW) EL= 627.66 12" Concrete Pipe inv in (E) EL= 627.63 12" Concrete Pipe inv out (S) EL= 627.53	N: 648970.35 E: 2814708.40
PCB1-01	Rim = 630.80 DEPTH OF SUMP = 2.00 FT. 12" PVC Pipe inv in (N) EL= 627.33 12" PVC Pipe inv out (SE) EL= 627.13	N: 647057.60 E: 2814686.70
PCP-03	Rim = 631.16 DEPTH OF SUMP = 3.00 FT. 12" PVC Pipe inv out (S) EL= 627.95 10" PVC Pipe inv in (E) EL= 628.26	N: 647194.18 E: 2814687.85
Point-01	Rim = 631.60 DEPTH OF SUMP = 2.00 FT. 24" HDPE Pipe inv in (W) EL= 626.00 12" PVC Pipe inv out (N) EL= 626.00 12" PVC Pipe inv out (SE) EL= 626.00	N: 646987.88 E: 2814699.81
Point-02	Rim = 626.16 DEPTH OF SUMP = 3.50 FT. 12" PVC Pipe inv in (S) EL= 624.63 12" PVC Pipe inv out (E) EL= 624.50	N: 647143.03 E: 2814699.50
Point-03	Rim = 633.83 DEPTH OF SUMP = 2.00 FT. 12" PVC Pipe inv in (NW) EL= 630.00 24" HDPE Pipe inv out (E) EL= 629.90	N: 646988.13 E: 2814699.10

BLDG 1. FITTING TABLE				
NAME	ANGLE	TYPE	LOCATION	SIZE
TEE 03	-	TEE	N: 647303.35 E: 2814708.70	12 in x 12 in x 8 in
F 02	90.0	ELBOW	N: 647304.81 E: 2814699.35	8 in x 8 in
F 03	90.0	ELBOW	N: 647353.24 E: 2814697.03	8 in x 8 in
F 04	22.5	ELBOW	N: 647335.19 E: 2814691.52	6 in x 6 in
F 05	45.0	ELBOW	N: 647322.28 E: 2814683.67	8 in x 8 in
F 06	45.0	ELBOW	N: 647279.41 E: 2814680.03	8 in x 8 in
TEE 04	-	TEE	N: 647317.61 E: 2814680.99	8 in x 8 in x 4 in
RED 02	-	REDUCER	N: 647315.86 E: 2814680.95	8 in x 6 in
F 07	90.0	ELBOW	N: 647317.37 E: 2814682.98	4 in x 4 in

BLDG 1. VALVE TABLE		
NAME	DESCRIPTION	LOCATION
WV 02	SIZE: 8 in x 8 in TYPE: GATE	N: 647304.87 E: 2814688.84
WSO 03	SIZE: 6 in x 6 in TYPE: GATE	N: 647314.40 E: 2814688.84
WSO 04	SIZE: 4 in x 4 in TYPE: GATE	N: 647314.26 E: 2814682.91

COORDINATES ARE IN MICHIGAN STATE PLANE NORTH, GEOID 18, INTERNATIONAL FEET.

SEE SHEET C1.0-01 FOR STORM SEWER PROFILES

LAWRENCE GROUP

ONLINE CONNECT

NORTHERN MICHIGAN UNIVERSITY

NORTHERN MICHIGAN UNIVERSITY-HOUSING

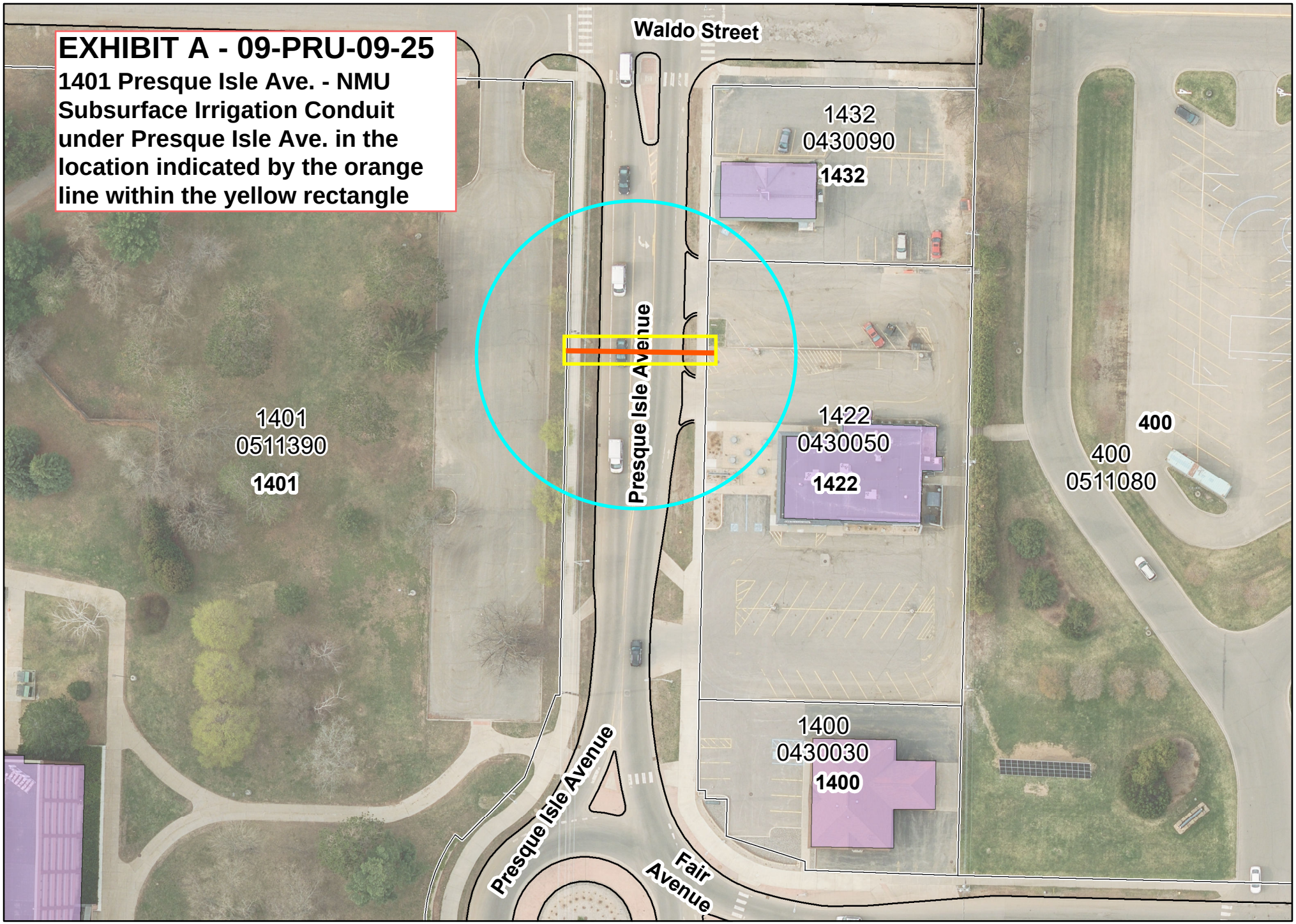
BUILDING 1

1401 PRESQUE ISLE AVE., MARQUETTE, MICHIGAN 49855

No.	Description	Date
	CONSTRUCTION PERMIT SET	07.26.25

BLDG 1 PROPOSED UTILITY PLAN

C1.1-08



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

N W E S

1 inch = 70 feet

File #: _____ Parcel ID#: _____

STAFF REVIEW

- For a sign/object/structure/project encroaching into a public right-of-way or on City property -

Please fill out the form within 48 hours of receiving it.

Reviewing Department	Recommend Approval	Comments

Planning & Zoning-Community Development

Date Received: _____

Treasurer

Date Received: _____

Police

Date Received: _____

Engineering- Community Development

Date Received: _____

DPW

Date Received: _____

Fire

Date Received: _____

Community Services (Parks & Rec.)

Date Received:_____

GRANT OF LICENSE

THE CITY OF MARQUETTE, a municipal corporation of 300 W. Baraga Ave., Marquette, MI 49855, ("City"), and NORTHERN MICHIGAN UNIVERSITY, a Michigan Public University of 1401 Presque Isle Avenue, Marquette, MI 49855 ("NMU") enter into this agreement on _____ _____, 2025, subject to the following conditions:

1. Background. The City owns the Presque Isle Avenue right-of-way, in the City of Marquette, and State of Michigan.
   NMU desires to install an irrigation pipe ("Pipe") under the right-of-way to provide for the irrigation line according to the specification of and as identified in Exhibit A attached hereto.
2. Grant of the license. In consideration of a one-time payment of $460.00, the City grants to NMU the construct and maintain the Pipe on the real estate and to the specifications set forth in Exhibit A.
3. Construction and Maintenance. NMU shall, at all times while this License is in effect, maintain the Pipe in good repair. NMU shall be responsible for all fees and expenses related to the construction and maintenance of the Pipe and real estate described in Exhibit A.
4. Use. The right to use the real estate described in Exhibit A is not exclusive, however as long as this License is in effect, the City shall not permit any use contrary to the Pipe except as may be necessary to install, repair, remove or replace the utilities or performs street work. In the event the City repairs, removes or replaces the or performs street work, NMU shall be responsible for any removal of, repair to or replacement of the Pipe in connection with such work. NMU shall not use the real estate for any purpose except as specifically allowed within this agreement, and shall not alter, injure or damage the City's real estate.
5. Reimbursement for damages. NMU shall reimburse the City for any physical damages to the City's real estate caused by NMU's use on the real estate. NMU shall indemnify, defend and hold harmless the City from and against any demand, claim, action or cause of action, assessment, loss, damage, liability cost and/or expense, including but not limited to, interest, penalties, consultants fees and expenses, and attorneys' fees and expenses, asserted against, imposed upon or incurred by the City due solely to NMU's use. NMU's obligations under this provision shall not extend to claims, losses, expenses or damages arising out of or in any way attributable to the negligence of the City or its agents, consultants, or employees. NMU reserves the right to control the defense and settlement of any claim for which NMU has an obligation to indemnify hereunder.
6. Revocation. This License may be revoked by either party at any time by providing at least 180 days' written notice of termination to the other party. On the termination date, all rights and obligations of the parties shall cease and on or before the termination date, NMU shall remove the Pipe from the real estate, at its own expense. NMU shall not be entitled to a reimbursement for any portion of the fee previously paid to the City.
7. Personal Interest. The rights granted herein are personal to NMU, and terminate upon the transfer of ownership of NMU's premises.
8. Entire Agreement. This Grant of License constitutes the entire agreement between the parties.

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

CITY OF MARQUETTE

_____
By: 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, a Michigan municipal corporation.

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

Northern Michigan University

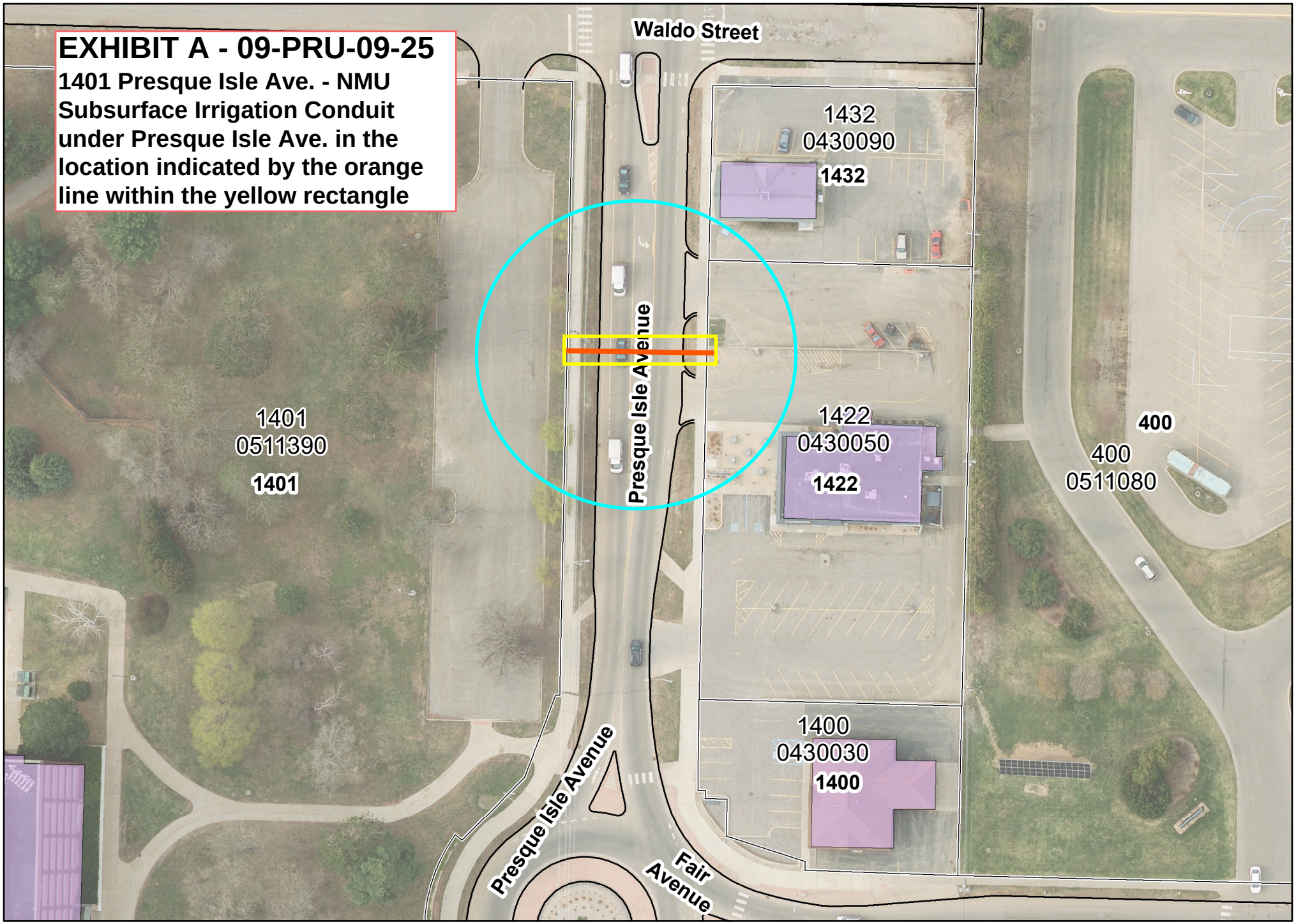
_____
By: R. Gavin Leach
Its: Interim President

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on September 17, 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 December 30, 2028
Acting in the County of Marquette

_____
Debra L. DeMattia, Notary Public
State of Michigan, County of Marquette
My Commission Expires: 12-30-2028
Acting in the County of Marquette



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

N W E S

1 inch = 70 feet

Agenda Date: 9/29/2025

Consent Agenda
Marquette Area Public Schools - Ice Contract

BACKGROUND:

The Marquette Area Public Schools (Varsity Hockey) has requested an Agreement for ice use at Lakeview Arena. Staff has worked with the City Attorney and Marquette Area Public Schools to draft a standard ice use agreement which provides for the terms and conditions of the request. The agreement requires five equal payments of $5,819.86. 123.67 hours are requested for $29,099.30 for the FY 2026 ice season. Any additional hours of ice usage shall be paid for at the time of the final payment.

FISCAL EFFECT:

Lakeview Arena fund will receive $29,099.30 in revenue for FY 2026.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with the Marquette Area Public Schools for ice use, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement, Insurance and Exhibit A

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____ day of _____ 2025, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the "City") and **MARQUETTE AREA PUBLIC SCHOOLS (VARSITY HOCKEY)**, of 1201 W. Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the "User Group").

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2025, through March 31, 2026.

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

1. In consideration of five (5) equal monthly payments of $5,819.86, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet for 123.67 hours. The parties will agree upon the Customer Schedule, listing the dates and times of User Group's use, no later than October 15, 2025. Once the Customer Schedule has been agreed to in writing by the parties, it will be incorporated into and become part of this Agreement. The City will invoice the User Group on the fifteenth (15th) day of each month beginning in November of 2025 and payment shall be due no later than the last day of the following month. The fifth monthly payment will be adjusted, as needed, to reflect actual hours of ice usage by User Group.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice to the City. Such sub-lease of User Group ice time shall be made and transacted between

the parties and not involve the City. The City retains the right to deny such use for cause which shall not be unreasonably withheld.

3. Food and beverage service operated by the City, or by those persons contracting with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

4. Arena facilities to hold board meetings, work sessions, planning sessions, award presentations, judiciary hearings, and other limited approved events will be made at no additional cost to the User Group, in locations determined by the Arena Management and subject to availability.

5. The User Group recognizes that use of Arena facilities must be properly planned. User Group will provide a minimum of forty-eight (48) hours notice to the City in the event of any facility use changes, including cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to their use.

6. The User Group understands and agrees that there is inherent danger and risk of injury to those individuals participating in an observing the User's Group's activities. The User Group expressly agrees to assume the full risk of and responsibility for any and all injuries, accidents, or damages (including death) that may occur as a result of participating in or observing the User's Group's activities except to the extent caused by the City's gross negligence or intentional misconduct, and the User Group releases the City, its officers, directors, agents, representatives, contractors and employees from such liability.

7. The User Group agrees to release, indemnify and hold harmless the City, its officers, directors, agents, representatives, contractors and employees from any and all claims, including attorney fees and costs, that may be brought against it by anyone claiming to have been injured or damaged as a result of the User Group's use of or activities, including but not limited to bodily injury, property damage or other injury or damage that may occur in connection with

User Group's activities, except to the extent caused by the City's gross negligence or intentional misconduct.

8. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

9. The occurrence of any of the following shall constitute a default by the User Group:

a. Abandonment and vacation of Lakeview Arena during the Agreement.

b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.

c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.

d. Failure to comply with any law or government order.

e. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.

f. The User Group fails to make any payment when due.

10. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies

such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

a. The City may elect to continue this Agreement.

b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts, including any attorney fees incurred by the City in pursuit of the default.

11. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

12. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

13. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

14. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

a. Remove all of its goods, effects, and equipment.

b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

15. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called

for by this Agreement.

16. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

17. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

18. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

19. In the event the Arena is required to temporarily close pursuant to any law or government order, User Group will be prohibited from entering the Arena. In such event, User Group will be billed, and agrees to pay, for actual usage during such time.

CITY OF MARQUETTE

_____
Jessica Hanley, Mayor

_____
Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

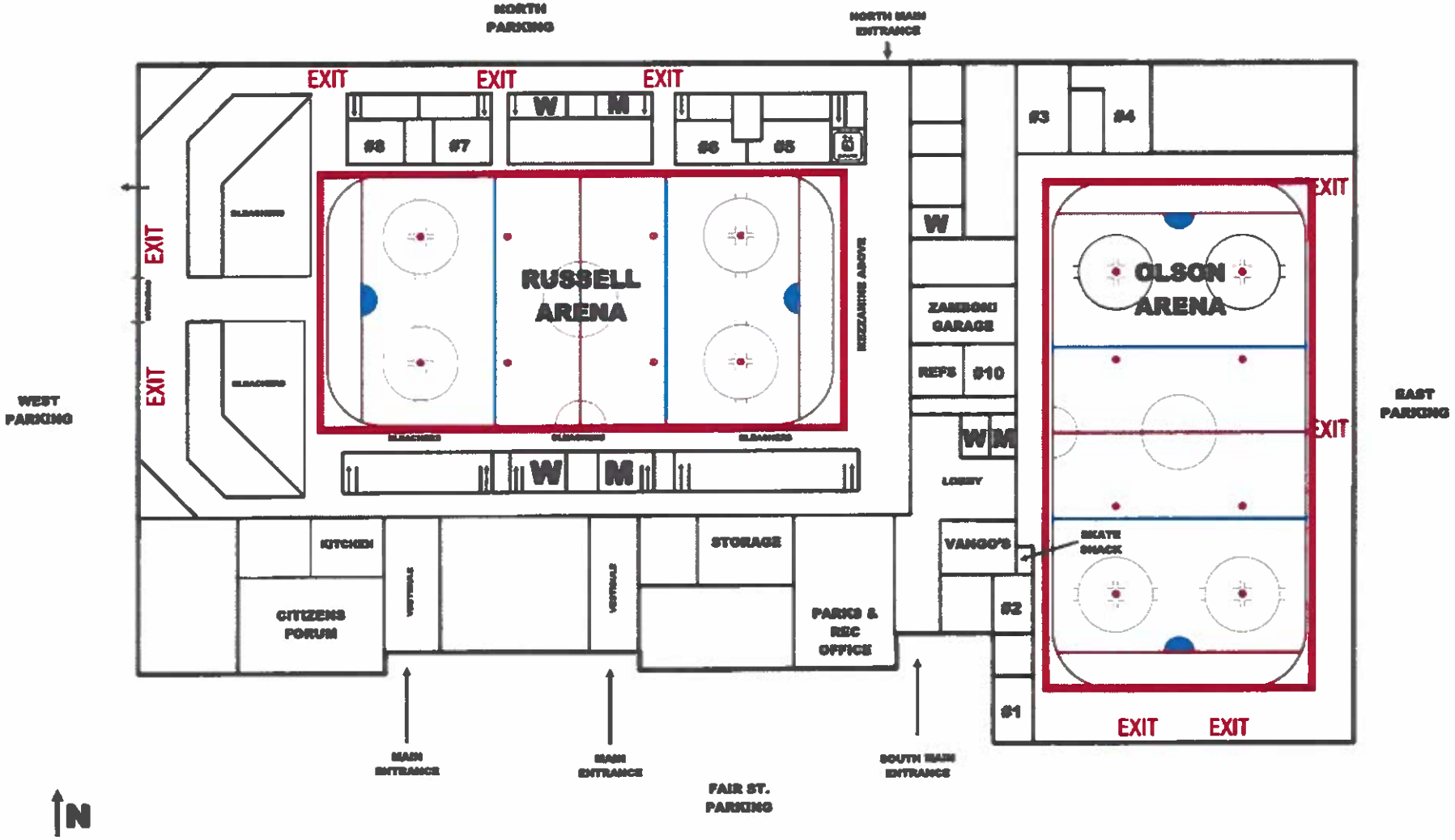
_____
Suzanne C. Larsen, City Attorney

MARQUETTE AREA PUBLIC SCHOOLS

_____
By:
Its: Athletic Director

LAKEVIEW ARENA

EXHIBIT A



CERTIFICATE OF COVERAGE

PRODUCER

SET SEG
1520 Earl Avenue
East Lansing, MI 48823

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW.

COMPANIES AFFORDING COVERAGE

MEMBER

Marquette Area Public Schools
1201 W Fair Ave |
Marquette, MI 49855-2668

A MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER 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 COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** [X] Comprehensive Form [X] Premises/Operations [X] Products/Completed Operations [X] Broad Form Property Damage [X] Personal Injury	PC-52170-2026-01	7/1/2025	6/30/2026	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	$1,000,000 $3,000,000 $1,000,000 $3,000,000
A	**EXCESS LIABILITY** [X] General Liability [X] Automobile Liability [X] Garage Liability	PC-52170-2026-01	7/1/2025	6/30/2026	OCCURRENCE ANNUAL AGGREGATE	$6,000,000 $6,000,000

DESCRIPTION The City of Marquette and its agents are added as additionally insured under Marquette Area Public Schools general liability coverage limited to the activities performed by or on behalf of Marquette Area Public Schools as it represents the districts' use of the City of Marquette properties during the current coverage form term for school related activities.

CERTIFICATE HOLDER

City of Marquette
300 West Baraga Ave |
Marquette, MI 49855
Additional Insured

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Katie Lehman

Katie Lehman
PROPERTY/CASUALTY DEPARTMENT

6/30/2025

Agenda Date: 9/29/2025

Consent Agenda
Marquette Area Public Schools - Locker Room Lease

BACKGROUND:

Marquette Area Public Schools has requested a lease for space at Lakeview Arena. Staff has worked with the City Attorney and Marquette Area Public Schools to draft a standard lease agreement which provides the terms and conditions of the request. The term is five years. The monthly payment will be $14.00 per square foot from November 1 through March 31, and $7.00 per square foot for April 1 through October 31, for a total annual payment of $7,221.12.

Lease agreements require two reads. This is the first read of this agreement.

FISCAL EFFECT:

The Lakeview Arena fund will receive $7,221.12 per year in revenue for FY 2026.

RECOMMENDATION:

Move the lease agreement with Marquette Area Public Schools for locker room space at Lakeview Arena to the next regular City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered effective this 1st day of October, 2025, by and between THE CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and MARQUETTE AREA PUBLIC SCHOOLS ("MAPS") of 1201 West Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

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

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

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

1. Leased Premises

1.1 Lessor leases to Lessee the Premises, as shown on Exhibit A within the Russell Arena.

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

2. Term of Lease

2.1 The term of this lease shall be for a period of five (5) years from and after date of October 1, 2025.

3. Rent

3.1 Lessee shall be obligated to pay rent in the total amount of $601.76 for the Premises, due in advance on the first of each month for the entire term of this lease. Said rental amount shall consist of:

a) Rent in the amount of $14.00 per square foot for general use for November 1 through March 31 each year during the Lease Term;

b) Rent in the amount of $7.00 per square foot for storage use for April 1 through October 31 each year during the Lease Term; and

c) All gas, electric, refuse, water and storm water fees, based upon the amount of leased space it occupies in the Lakeview Arena.

3.2 Lessee shall be responsible for telephone, cable and other media services provided to Lessee at the Leased Premises.

4. Termination

4.1 The Lessor may terminate this lease on 90 days written advance notice to Lessee.

5. Use of Leasehold Premises

5.1 Lessee shall use the leasehold premises only as a locker room, and shall not use any portion of Lakeview Arena for any purpose that would:

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

b) constitute a violation of any law or government order or requirement;

c) cause damage or injury to Lakeview Arena, the Premises or any part of either (ordinary wear and tear excepted);

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

e) constitute a public or private nuisance;

f) interfere with other Lakeview Arena uses;

g) alter the appearance of Lakeview Arena's exterior or any portion of the interior or in the Premises without prior written approval of the Lessor;

h) permit noise or odors to be unreasonably dispelled from the Premises;

i) place merchandise, materials, supplies, signs, or other thing of any kind on or in any areas of Lakeview Arena except the Premises;

j) permit refuse to accumulate in or around the Premises; or

k) obstruct entryways.

6. Use of Common Areas by Lessee

6.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the ice arenas, spectator areas, concessions, common washrooms, hallways, public

restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

7. Maintenance and Repair

7.1 Lessee shall be responsible for ordinary janitorial and cleaning services of the leasehold premises.

7.2 Lessee shall be responsible for the maintenance and repair of Lessee's fixtures, furniture and equipment, which lessee has brought to the Premises, or which are peculiar to Lessee's uses of the Premises or Lakeview Arena and the Lessee shall be solely responsible for maintaining said fixtures, furniture and equipment in a safe condition and good repair.

7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and/or on the exterior or interior of Lakeview Arena. All signage approved by Lessor shall be maintained in good condition and repair.

7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

8. Insurance and Indemnity

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

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

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

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

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

9. Damage by Fire or Other Causes

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

10. Assignment/Subletting

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

10.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.

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

11. Use of Premises by Lessor

11.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services. This paragraph does not change the parties' obligations with regarding to maintenance and repairs as otherwise set forth herein.

12. Covenant of Quiet Enjoyment

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

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

13.1 If Lessee defaults in the observance or performance of any term or covenant of this lease,

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

14. Default by Lessee

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

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

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

15 Surrender of Leasehold Upon Termination of Lease

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

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

16. Miscellaneous

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

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

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

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

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

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

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

16.8 In the event the Arena is required to temporarily close pursuant to any law or government order, Lessee will be prohibited from entering the Arena. In such event, Lessee will be billed, and agrees to pay, for actual usage during such time period.

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

LESSOR
CITY OF MARQUETTE

_____
Jessica Hanley, Mayor

Date:_____

_____
Kyle Whitney, City Clerk

Date:_____

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs, City Manager

LESSEE
MAPS

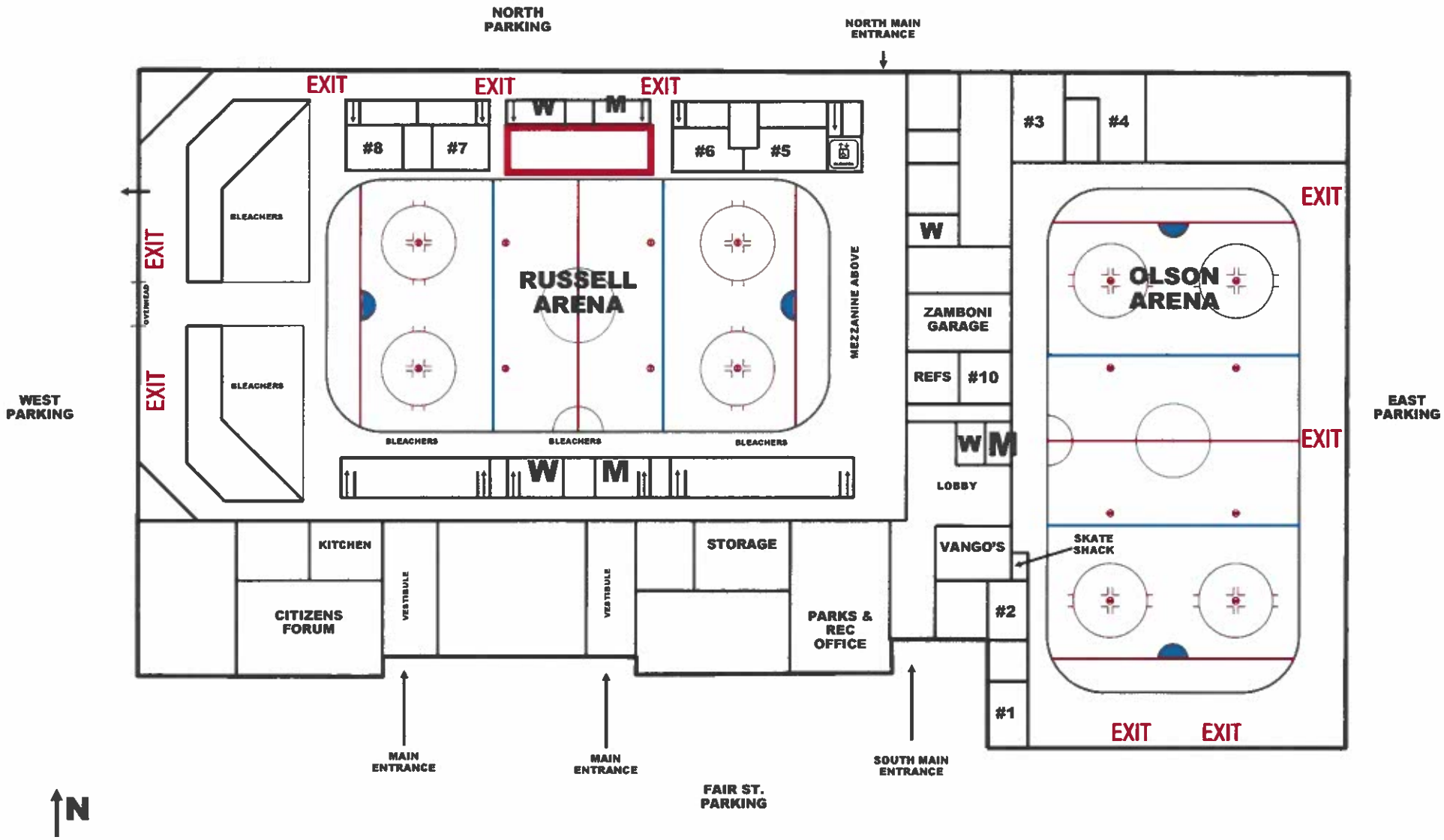
By: Athletic Director
Its:
Date: 9-22-25

APPROVED AS TO FORM:

_____
Suzanne C. Larsen, City Attorney

LAKEVIEW ARENA

EXHIBIT A



CERTIFICATE OF COVERAGE

PRODUCER

SET SEG
1520 Earl Avenue
East Lansing, MI 48823

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW.

COMPANIES AFFORDING COVERAGE

MEMBER

Marquette Area Public Schools
1201 W Fair Ave |
Marquette, MI 49855-2668

A MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER 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 COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY [X] Comprehensive Form [X] Premises/Operations [X] Products/Completed Operations [X] Broad Form Property Damage [X] Personal Injury	PC-52170-2026-01	7/1/2025	6/30/2026	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	$1,000,000 $3,000,000 $1,000,000 $3,000,000
A	EXCESS LIABILITY [X] General Liability [X] Automobile Liability [X] Garage Liability	PC-52170-2026-01	7/1/2025	6/30/2026	OCCURRENCE ANNUAL AGGREGATE	$6,000,000 $6,000,000

DESCRIPTION The City of Marquette and its agents are added as additionally insured under Marquette Area Public Schools general liability coverage limited to the activities performed by or on behalf of Marquette Area Public Schools as it represents the districts' use of the City of Marquette properties during the current coverage form term for school related activities.

CERTIFICATE HOLDER

City of Marquette
300 West Baraga Ave |
Marquette, MI 49855
Additional Insured

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Katie Lehman

Katie Lehman
PROPERTY/CASUALTY DEPARTMENT

6/30/2025

Agenda Date: 9/29/2025

Consent Agenda
Marquette Figure Skating Club - Ice Contract

BACKGROUND:

The Marquette Figure Skating Club has requested an Agreement for Use of Lakeview Arena for ice use. Staff worked with the City Attorney and Marquette Figure Skating Club to draft a standard use agreement which provides for terms and conditions of the request. The agreement allows for six equal payments of $13,638.33. A total of 341 hours were requested for a total cost of $81,829.98 during the Fiscal Year 2026 ice season.

FISCAL EFFECT:

The Lakeview Arena fund will receive $81,829.98 in revenue for Fiscal Year 2026.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with the Marquette Figure Skating Club for ice use, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement, Insurance and Exhibit A

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____ day of _____, 2025, by and between the City of Marquette, a municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and The Marquette Figure Skating Club, of 401 E. Fair Avenue, Marquette, MI 49855 (hereinafter referred to as the "User Group").

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2025, through March 31, 2026.

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

1. In consideration of six (6) equal monthly payments of $13,638.33, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet for 341 hours. The parties will agree upon the Customer Schedule, listing the dates and times of User Group's use, no later than October 15, 2025. Once the Customer Schedule has been agreed to in writing by the parties, it will be incorporated into and become part of this Agreement. The City will invoice the User Group on the fifteenth (15th) day of each month beginning in October of 2025 and payment shall be due no later than the last day of the following month. The sixth monthly payment will be adjusted, as needed, to reflect actual hours of ice usage by User Group.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice to the

involve the City. The City retains the right to deny such use for cause which shall not be unreasonably withheld.

3. This Agreement will entitle User Group space in the facility as selected by the Arena Management for providing complimentary food and beverage to U.S.F.S.A. judges and officials for special events as host club. Food and beverage service operated by the City, or by those persons contracting with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

4. Arena facilities to hold club meetings, award presentations, and other limited approved events will be made at no additional cost to the User Group, in locations determined by the Arena management and subject to availability.

5. The User Group recognizes that use of Arena facilities must be properly planned. User Group will provide a minimum of forty-eight (48) hours notice to the City in the event of any facility use changes, including cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to their use.

6. The User Group agrees to indemnify and hold harmless the City, its officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or from the City, its officials, employees, volunteers and others working on behalf of the City by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

7. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims for injuries to persons or damages to property which may arise from or in connection with the use of Lakeview Arena and naming the City as an additional insured. The

insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

8. The occurrence of any of the following shall constitute a default by the User Group:

a. Abandonment and vacation of Lakeview Arena during the Agreement.

b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.

c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.

d. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.

e. The User Group fails to make any payment when due.

9. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

a. The City may elect to continue this Agreement.

b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts, including any attorney fees

incurred by the City in pursuit of the default.

10. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

11. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

12. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

13. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

a. Remove all of its goods, effects, and equipment.

b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

14. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called for by this Agreement.

15. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

16. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

17. This contract is executed in the City of Marquette, State of Michigan, and shall be

construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

18. In the event the Arena is required to temporarily close pursuant to any law or government order, User Group will be prohibited from entering the Arena. In such event, User Group will be billed, and agrees to pay, for actual usage during such time.

CITY OF MARQUETTE

_____
Jessica Hanley, Mayor

_____
Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

_____
Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

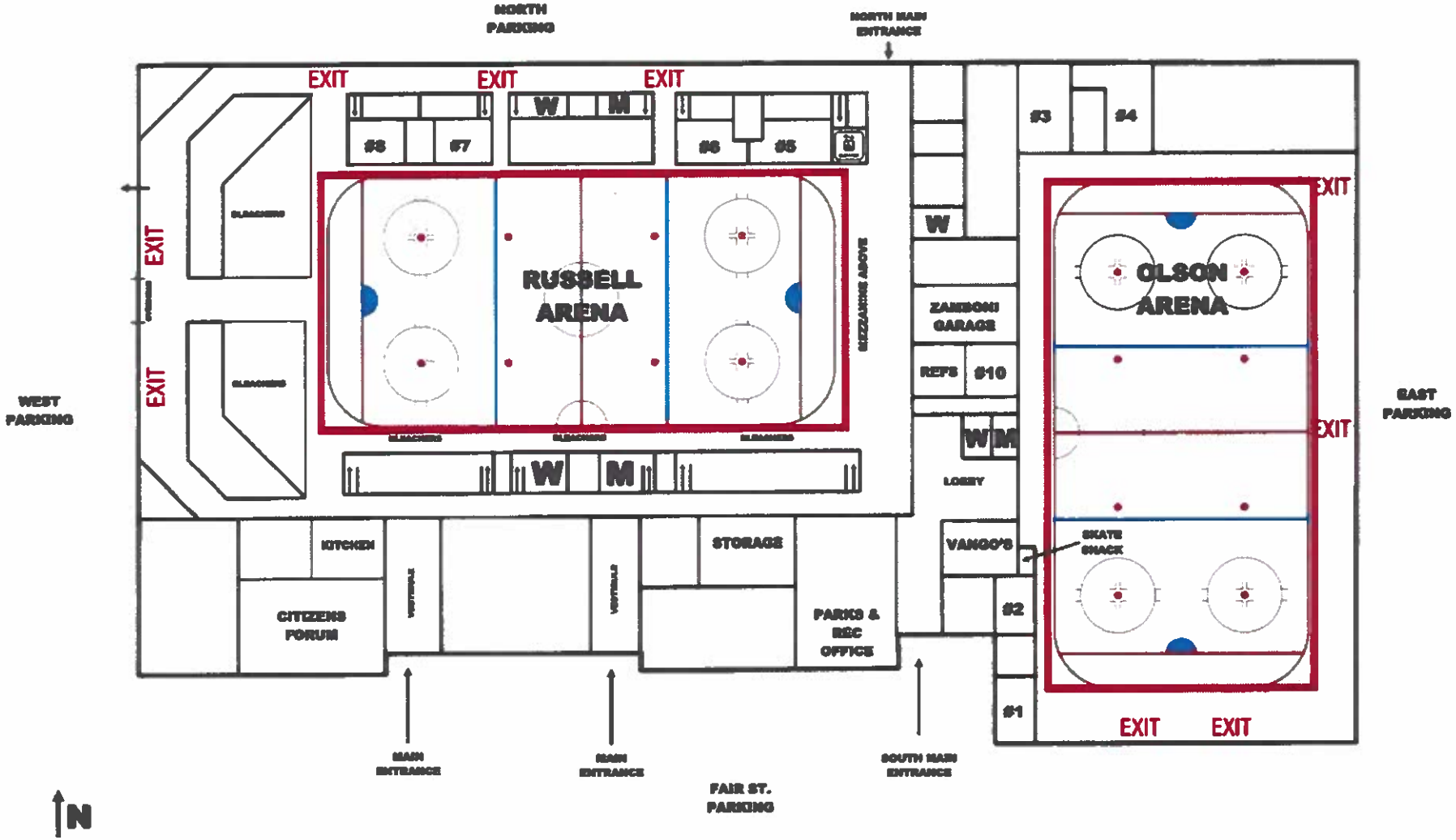
_____
Suzanne C. Larsen, City Attorney

THE MARQUETTE FIGURE SKATING CLUB

Erica Noe
By: Erica Noe
Its: Treasurer

LAKEVIEW ARENA

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2025

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

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

PRODUCER	CONTACT NAME:	
LIC #40558248	PHONE (A/C, No, Ext): 612-345-9683	FAX (A/C, No):
Player's Health Cover USA Inc.	E-MAIL ADDRESS: test@gmail.com	
Lifetime Work Edina 200 Southdale Center	INSURER(S) AFFORDING COVERAGE	NAIC #
Edina MN 55435	INSURER A: HDI Global Specialty SE	086486
INSURED	INSURER B: Allianz Global Risk US Insurance Company	35300
United States Figure Skating Association	INSURER C:	
20 First Street	INSURER D:	
	INSURER E:	
Colorado Springs CO 80906	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 193533 **REVISION NUMBER:** 4

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: PER CLUB	Y		18LB7913	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PARTICIPANT LEGAL LIAB	$ 1,000,000 $ 1,000,000 $ 0 $ 1,000,000 $ 5,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			18LB7913	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $ 0			25ABEX0055	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Named Insured includes: U.S. Figure Skating Member Clubs, Learn to Skate USA Member Organizations, Aspire Program Member Organizations, and their registered/affiliated teams. Certificate Holder is named as an additional insured on the General Liability policy when required by written contract or agreement. Sexual Misconduct Liability policy included with limits of $2,000,000 per victim/$2,000,000 aggregate. This certificate is issued on behalf of: 491 - Marquette FSC

CERTIFICATE HOLDER

City Of Marquette

300 W Baraga Avenue

Marquette MI 49855

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dan Fuller

© 1988-2015 ACORD CORPORATION. All rights reserved.

Agenda Date: 9/29/2025

Consent Agenda
Marquette Junior Hockey Corporation - Concession Lease Agreement

BACKGROUND:

Marquette Junior Hockey Corporation (MJHC) requested a lease for the concession area of Lakeview Arena. MJHC operated the concession area during the 2025 ice season. Staff has worked with the City Attorney and MJHC to draft the lease agreement. The agreement term is six (6) months, September 15, 2025 through March 31, 2026. The monthly payment during operation is $849.33.

City Charter requires lease agreements be presented for two reads. This is the first read of this lease agreement.

FISCAL EFFECT:

The Lakeview Arena fund will receive $5,095.98 in revenue for FY 2026.

RECOMMENDATION:

Move the lease agreement with Marquette Junior Hockey Corporation for concession space at Lakeview Arena to the next regularly scheduled Commission Meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement, Insurance and Exhibit A

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 E. Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

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

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

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

1. Leased Premises

1.1 Lessor leases to Lessee the space ("Premises") as shown in Exhibit "A".

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

2. Term of Lease.

2.1 The term of this Agreement shall be for six (6) months, from September 15, 2025 through March 31, 2026.

3. Rent

3.1 The monthly rental amount shall be $849.33 due in advance on the first day of each month. September rent shall be prorated and paid on the date this Lease is executed.

3.2 Lessee shall be entitled to the use of common wash rooms.

Lessee shall be responsible for its own telephone and internet service as needed and desired by Lessee.

4. Use of Leasehold Premises

4.1 Lessee shall use the Premises only as a concession area, and not for any purpose that would:

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

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

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

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

e) constitute a public or private nuisance;

f) interfere with other Arena uses;

g) alter the appearance of the Arena exterior or any portion of the interior other than in the Premises, except as provided herein, without prior written approval of the Lessor;

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

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

j) obstruct entry ways.

4.2 Lessee is solely responsible for obtaining all necessary licenses and permits and otherwise complying with all laws while providing the concessions contemplated by this Agreement.

4.3 Lessee is solely responsible for development of menu items and pricing, for obtaining all supplies and products and for all costs related to its sale of food and beverages.

5. Alcohol Beverage Concessions:

5.1 Lessee has the right to obtain a Michigan Liquor Control Commission ("MLCC") license and related permits for the sale of alcohol for use in the performance of this Lease. Obtaining the MLCC license and all fees related to obtaining, maintaining and using the MLCC license shall be the sole responsibility of Lessee. No alcohol shall be sold on the Premises until Lessee has obtained all required MLCC licenses and permits, required liquor liability insurance and otherwise complied with all legal requirements pertaining to the sale of alcohol.

5.2 Alcohol concessions shall only provided by Lessee at the following location: _____ _____. Lessee shall provide all employees to be used to prepare, charge for and collect alcohol beverage concession fees. Lessee shall retain all alcohol beverage concession fees collected; and the Lessor shall not be entitled to any portion of said alcohol beverage concession fees.

Lessor shall cooperate, as necessary, in Lessee's attempt to obtain a MLCC license; however, this Agreement shall remain in full force and effect even in the event Lessee is unable to obtain a MLCC license or Lessee's MLCC license is revoked by the MLCC/State of Michigan.

Lessee agrees, at all times, to comply with all local, MLCC, state and federal laws, rules, and regulations regarding the sale of alcohol products.

5.3 Lessee shall be responsible for obtaining all required permits and licenses from local and/or state governmental entities to operate all concessions and shall provide copies of said licenses and permits to Lessor upon request.

With respect to the MLCC license and related permits, Lessee shall:

a) Only sell alcoholic beverages during regular concessions hours as permitted in this Lease, and as permitted by all statutes, ordinances and other laws pertaining to the sale of alcohol.

b) Designate a secured area in the Premises, where persons of legal age may purchase and consume alcoholic beverages without underage persons being present. Such area will be secured by Lessee at all times that alcohol may be sold.

c) Provide adequate security personnel during all times that alcohol may be sold or consumed in the secured area to ensure that the activities of those purchasing and consuming alcohol comply with all local, state, and federal laws and all MLCC rules and standards. If any person's actions are deemed detrimental to the safe and peaceful enjoyment of the Premises, he or she will immediately be removed from the Premises.

d) Make all sales of alcoholic beverages in full compliance will all MLCC laws and rules. Such sales, if in compliance with MLCC laws and rules, may be conducted at designated concession areas and person-to-person in the secured area for sales of alcohol. No sale of an alcoholic beverage shall be made to any person who appears intoxicated or is disruptive to others on the Premises.

e) In the event Lessee does not comply with these guidelines, Lessor has the right to suspend all alcoholic beverage sales for any length of time Lessor deems appropriate, which may include the permanent suspension of alcoholic beverage sales.

6. Use of Common Areas by Lessee

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

7. Maintenance and Repair

7.1 Lessee shall be responsible for all ordinary janitorial and cleaning of the Premises from the counter to the back of the kitchen area. Lessee shall bus all tables and eating areas. Lessor shall provide trash receptacles for Premises. All refuse collection shall be the responsibility of the Lessee. Any refuse generated from preparation of goods or services shall be the sole responsibility of Lessee.

7.2 Lessee shall be solely responsible for the maintenance and repair of all equipment located on the Premises, as more specifically listed in Exhibit "B".

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

7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

8. Insurance and Indemnity

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

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

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

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

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

9. Damage by Fire or Other Causes

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

10. Assignment/Subletting

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

10.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.

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

11. Use of Premises by Lessor

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

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

12. Covenant of Quiet Enjoyment

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

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

13.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of

this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

14. Default by Lessee

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

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

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

15. Surrender of Leasehold Upon Termination of Lease

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

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

16. Miscellaneous

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

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

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

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

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

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

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

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

LESSOR
CITY OF MARQUETTE

Jessica Hanley, Mayor

Kyle Whitney, Clerk

LESSEE
MARQUETTE JR. HOCKEY CORP.

By: Kim Pond
Its: President

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

LAKEVIEW ARENA

EXHIBIT A

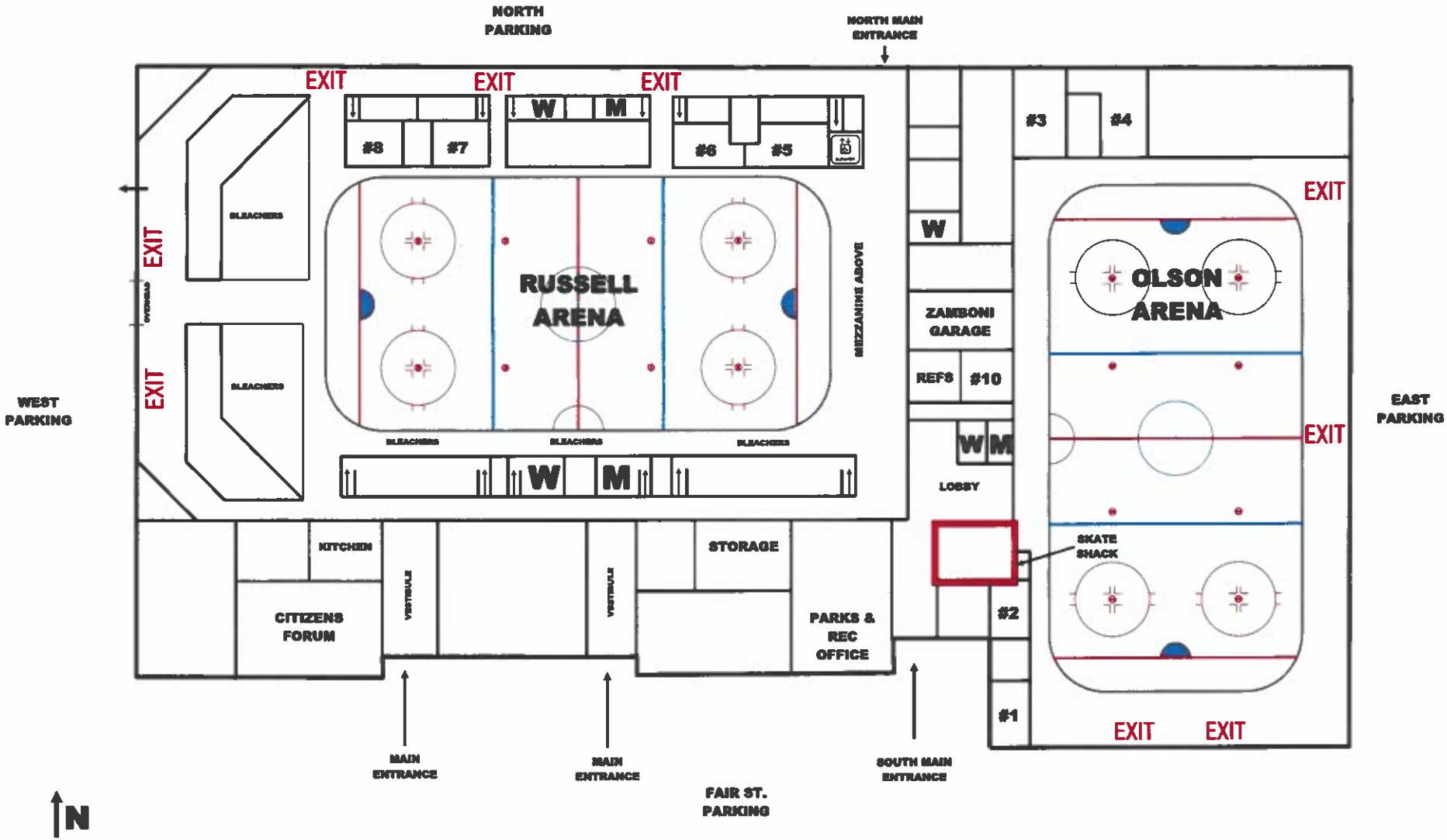


EXHIBIT B

Concession Equipment Inventory

Equipment	Qty	Notes
Lg. dual front door freezer	1	City
Refrigerator	1	Lessee Owned
Beverage Refrigerator	1	3rd party
Range/flattop/dual oven unit	1	City
Microwaves	2	Lessee Owned
Hot dog cooker	1	Lessee Owned
Countertop Warmer	1	City
Point of sale machines	1	Lessee Owned
Soda dispenser	1	3rd Party
Prep tables	3	Lessee Owned
Popcorn machine	1	Lessee Owned
Coffee Machine	1	3rd Party
Cappuccino Machine	1	3rd Party
Cookie Machine	1	Lessee Owned
Cheese Dispenser	1	Lessee Owned

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2025

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 Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Contact your USA Hockey Assigned Risk Manager PHONE (A/C, No, Ext): · FAX (A/C, No): · E-MAIL ADDRESS: ·
INSURED USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates 1775 Bob Johnson Drive Colorado Springs, CO 80906	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Pennsylvania Manufacturers' Association In — 12262 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W40446336 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Participant Legal Liability [X] Included GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		302501-13-12-76-8	09/01/2025	09/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Part Legal Liability	$ 1,000,000 $ 1,000,000 $ $ 1,000,000 $ 5,000,000 $ 2,000,000 $ Included
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Team: Marquette Junior Hockey Corp
Association Code: MIH8005
Event: facility rental for practices, games, meetings
This certificate is issued on behalf of USA Hockey, Inc., Member Club Marquette Junior Hockey Corp
Certificate holder is provided an additional insured status under the general liability, but only as respects to liability claims arising out of the negligence of the named insured, and only where required by written contract and

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Bean

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SR ID: 28509610 BATCH: 4134637

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Southeast, Inc.	USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates 1775 Bob Johnson Drive Colorado Springs, CO 80906
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

is subject to the full policy terms, conditions and exclusions.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Agenda Date: 9/29/2025

Consent Agenda
Marquette Junior Hockey Corporation - Ice Contract

BACKGROUND:

The Marquette Junior Hockey Corporation requested an Agreement for Use of Lakeview Arena ice use. Staff has worked with the City Attorney and Marquette Junior Hockey Corporation to draft a standard use agreement which provides for the terms and conditions of the request. The agreement allows for six payments monthly based on actual usage, with 1165 hours requested for a total of $285,424.98 for the FY 2026 ice season.

FISCAL EFFECT:

Lakeview Arena fund will receive $285,424.98 in revenue for FY 2026.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with the Marquette Junior Hockey Corporation for ice use, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement, Insurance and Exhibit A

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____day of _____2025, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the "City") and the **MARQUETTE JUNIOR HOCKEY CORP.**, a Michigan corporation, of 401 East Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the "User Group").

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2025, through March 31, 2026.

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

1. In consideration of six (6) equal monthly payments of $47,570.83, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet for 1,165 hours. The parties will agree upon the Customer Schedule, listing the dates and times of User Group's use, no later than October 15, 2025. Once the Customer Schedule has been agreed to in writing by the parties, it will be incorporated into and become part of this Agreement. The City will invoice the User Group on the fifteenth (15^{th}) day of each month beginning in October of 2025 and payment shall be due no later than the last day of the following month. The sixth monthly payment will be adjusted, as needed, to reflect actual hours of ice usage by User Group.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice

to the City. Such sub-lease of User Group ice time shall be made and transacted between the parties and not involve the City. The City retains the right to deny such use for cause which shall not be unreasonably withheld.

3. Arena facilities to hold board meetings, work sessions, planning sessions, award presentations, judiciary hearings, and other limited approved events will be made at no additional cost to the User Group, in locations determined by the Arena Management and subject to availability.

4. The User Group recognizes that use of Arena facilities must be properly planned. User Group will provide a minimum of forty-eight (48) hours notice to the City in the event of any facility use changes, including cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to their use.

5. The User Group understands and agrees that there is inherent danger and risk of injury to those individuals participating in and observing the User's Group's activities. The User Group expressly agrees to assume the full risk of and responsibility for any and all injuries, accidents, illness or damages (including death) that may occur as a result of participating in or observing the User's Group's activities except to the extent caused by the City's gross negligence or intentional misconduct, and the User Group releases the City, its officers, directors, agents, representatives, contractors and employees from such liability.

6. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims, including attorney fees and costs, for injuries to persons or damages to property which may arise from or in connection with the use of Lakeview Arena, including but not limited to bodily injury, property damage or other injury or damage that may occur in connection with User Group's activities, and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be

endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

8. The occurrence of any of the following shall constitute a default by the User Group:

a. Abandonment and vacation of Lakeview Arena during the Agreement.

b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.

c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.

d. Failure to comply with any law or government order.

e. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.

f. The User Group fails to make any payment when due.

9. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

a. The City may elect to continue this Agreement.

b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts, including any attorney fees

incurred by the City in pursuit of the default.

If User Group's default creates a public health hazard, or is a violation of a public health law or government order, which may result in illness, injury or death City, in its sole discretion, may provide written notice of immediate termination or suspension of this agreement. If User Group remedies such default, City may, in its discretion, reinstate this agreement.

10. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as either party may provide to the other in writing.

11. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

12. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

13. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

a. Remove all of its goods, effects, and equipment.

b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

14. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called for by this Agreement.

15. This Agreement contains the entire agreement of the parties with respect to its subject

matter. This Agreement may not be modified except by a written document signed by the parties.

16. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

17. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

18. In the event the Arena is required to temporarily close pursuant to any law or government order, User Group will be prohibited from entering the Arena. In such event, User Group will be billed, and agrees to pay, for actual usage during such time.

CITY OF MARQUETTE

Jessica Hanley, Mayor

Kyle Whitney, City Clerk

MARQUETTE JR. HOCKEY CORP.

By: Kim Pond
Its: President

APPROVED AS TO SUBSTANCE:

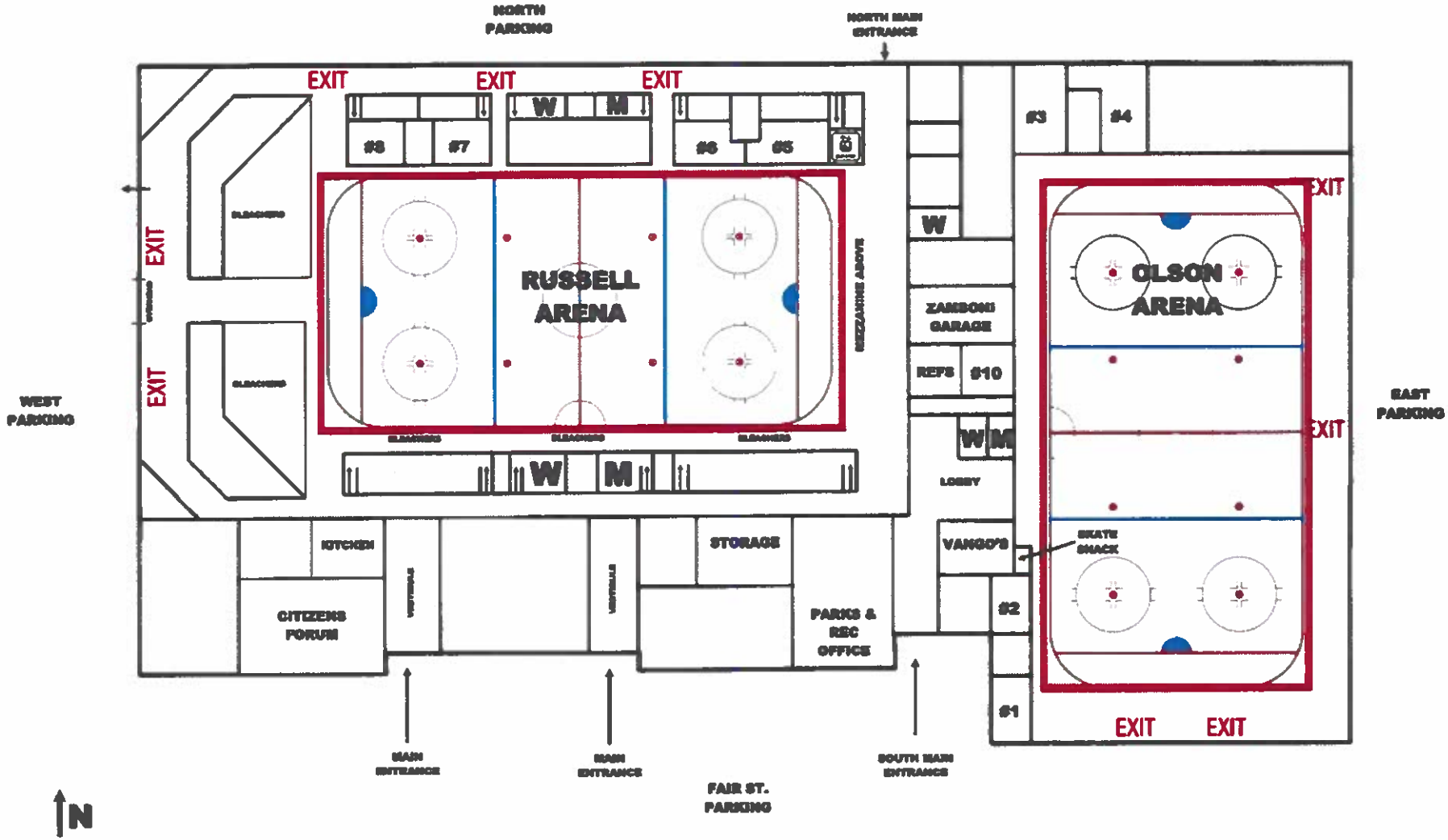
Karen M. Kovacs, City Manager

APPROVED AS TO FORM

Suzanne C. Larsen, City Attorney

LAKEVIEW ARENA

EXHIBIT A



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2025

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 Southeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Contact your USA Hockey Assigned Risk Manager
PHONE (A/C, No, Ext): · **FAX (A/C, No):** ·
E-MAIL ADDRESS: ·

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Pennsylvania Manufacturers' Association In	12262
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates
1775 Bob Johnson Drive
Colorado Springs, CO 80906

COVERAGES **CERTIFICATE NUMBER:** W40446336 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Participant Legal Liability [X] Included GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		302501-13-12-76-8	09/01/2025	09/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Part Legal Liability	$ Included
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Team: Marquette Junior Hockey Corp
Association Code: MIH8005
Event: facility rental for practices, games, meetings
This certificate is issued on behalf of USA Hockey, Inc., Member Club Marquette Junior Hockey Corp
Certificate holder is provided an additional insured status under the general liability, but only as respects to liability claims arising out of the negligence of the named insured, and only where required by written contract and

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Bean

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SR ID: 28509610 BATCH: 4134637

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Southeast, Inc.	USA Hockey, Inc. and its Member Leagues, Teams & Organizations and USA Hockey Affiliates 1775 Bob Johnson Drive Colorado Springs, CO 80906
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

is subject to the full policy terms, conditions and exclusions.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SR ID: 28509610 BATCH: 4134637 CERT: W40446336

Agenda Date: 9/29/2025

Consent Agenda
Police Labor Agreement

BACKGROUND:

The City of Marquette has reached a new Agreement with the Marquette Professional Police Association - Police Officers Association of Michigan (POAM). The bargaining unit has ratified the Agreement. The main issues during negotiations were rates of pay and various language clarifications. The parties have agreed to a two-year contract with a $3 across the board (ATB) wage increase for year one and a $1 ATB wage increase for years two and three.

The City's bargaining team would like to thank the Marquette Professional Police Association for their willingness to work with us to negotiate an Agreement that is fair to the employees and the City.

FISCAL EFFECT:

The total cost for the first year $3 ATB increase to wages is estimated at $218,000. This will require a budget amendment.

RECOMMENDATION:

Approve the Marquette Professional Police Association Labor Agreement effective October 1, 2025 through September 30, 2028, and authorize the Mayor and City Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 9/29/2025

Consent Agenda
Public Art - Freedom Monument

BACKGROUND:

In January, City resident, Iris Katers submitted a proposal for a charitable donation to the Marquette Public Art Commission (MPAC) in accordance with the City's Public Art Policy Guidelines. The "Freedom Monument" will honor U.S. Constitution and the Declaration of Independence.

The Marquette Public Art Commission recommends that the City Commission approve the final design, and recommends that Iris Katers funds be donated to and stewarded by the Friends of Marquette Public Art Commission.

Project Overview:

The Freedom Monument will consist of two marble podiums, each engraved with select excerpts from the U.S. Constitution and the Declaration of Independence. The installation is planned for Veterans Memorial Mall in Harlow Park.

The Monument is created in partnership with the American Legion, Iris Katers and Fassbender Swanson Hansen Funeral Home. Kater's donation to Friends of Marquette Public Art Commission will fully fund the Monument's fabrication, installation and long-term maintenance for up to ten years.

Additional Elements:

- The Public Art Commission recommends a small dedication section in memory of Ronald Charles Katers.
- The recommended design will feature a commemorative phrase, "Freedom Begins with Learning", as part of the artistic and thematic vision.

The intent would be to have installation completed by Memorial Day 2026.

The Marquette Public Art Commission recommends that the City Commission accept the Monument and approve the Contract between the City, Iris Katers, and Friends of Marquette Public Art Commission.

FISCAL EFFECT:

This project is fully funded and maintained for 10 years by Iris Katers' donation to Friends of Marquette Public Art Commission.

RECOMMENDATION:

Accept the Monument and approve the Contract between the City, Iris Katers, and Friends of Marquette Public Art Commission, and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement
- Proposal Information

CHARITABLE DONATION AGREEMENT

This Charitable Donation Agreement (this "Agreement") is entered into as of _____, 2025 ("Effective Date") and sets forth agreements between the **City of Marquette** (the "City"), and **Friends of Marquette Public Art** (the "Friends"), and **Iris Katers** ("Katers") (collectively the "parties").

WHEREAS, Katers is a resident of the City and, in memory of her late spouse Ron Katers, wishes to donate funds to the City, as recommended by the Marquette Public Art Commission ("MPAC") and stewarded by the Friends (the "Donation"), for creation and maintenance of a monument known as the "Freedom Monument" (the "Monument") on the Marquette Veterans Memorial Mall at the City's Harlow Park ("Location"); and

WHEREAS, MPAC has approved the final design of the Monument and its placement at the Location; and

WHEREAS, the City, MPAC, and the Friends desire to accept the Donation upon certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

Section 1. Additional Background.

1.1. The City is a Michigan municipal corporation.

1.2. MPAC is an advisory municipal committee comprised of volunteer residents who are charged with oversight and administration of the City's public art policy.

1.3. The Friends is a Michigan nonprofit corporation formed to receive, hold, and encourage grants and charitable donations to support the public art projects and activities of MPAC. The Friends is a charitable organization intended to be organized under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), with its application for tax-exempt status pending.

1.4. The parties desire the charitable contribution made by this Agreement to be made in compliance with all of the applicable provisions of the Code, and accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, as interpreted and applied by the Internal Revenue Service.

Section 2. Gifts, Contribution and Donation.

2.1. Within sixty (60) days of both of the following: (a) the approval by the City Commission of the Donation, and (b) the filing with the IRS of the Friends' application for tax-exempt status, Katers will transfer initial funds of the Donation to the Friends and coordinate with MPAC and City staff for installation of the Monument at the Location. If the Donation occurs before the occurrence of both of the foregoing, the Friends will hold the Donation escrowed in safe storage until both occur. The parties intend for installation to occur in 2026 before Memorial Day. The Monument shall be created in accordance with the final design approved by the City Commission, following receipt of a recommendation from MPAC, and with the dedication or inscription approved by Katers, to be "In Memory of Ron Katers". The Monument will be owned by the City following installation.

2.2. The Donation shall include all funds for the total cost of the construction and installation of the Monument, plus the amount for "extraordinary maintenance" (within the meaning of the Marquette Public Art Policy Article V, Paragraph B) ("Extraordinary Maintenance") for ten (10) years following the date of installation, estimated as $16,000.

2.3. It is the intent of the parties that this Agreement and the contributions to the Friends contemplated hereby shall for all purposes be treated as a charitable contribution made to an organization organized and operated under Section 501(c)(3) of the Code. It is intended that the charitable contributions made by this Agreement be used for charitable purposes as permitted to an organization organized and operated under Section 501(c)(3) of the Code.

Section 3. Covenants – Use of Donations.

The City and the Friends agree that all amounts received with respect to the Donation shall be used only for the Agreed Purpose. "Agreed Purpose" means the creation, installation, and Extraordinary Maintenance of the Monument at the Location.

Section 4. Covenants –Removal or Relocation.

In the event the City, with the recommendation of MPAC, determines that the Monument must be removed or moved and relocated from its Location, the City agrees to provide Katers with at least sixty (60) days' advanced written notice of the move.

Section 5. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, and shall be deemed to have been duly given on the date of delivery by postage-paid U.S. Mail or email:

To the City and/or: the Friends
City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
tmorin@marquettemi.gov
ATTN: City Manager

To Katers:
Iris Katers
15 Specker Circle
Marquette, Michigan 49855
iriskaters75@gmail.com

Either party may change its address for purposes of this Section 5 by giving the other party written notice of the new address in the manner set forth above.

Section 6. Miscellaneous.

6.1. This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

6.2. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on

one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

6.3. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

6.4. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

6.5. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and personal representatives or trustees.

6.6. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

6.7. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

6.8. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

6.9. This Agreement shall be governed by the laws of the State of Michigan without regard to provisions regarding conflicts of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF MARQUETTE

By: Jessica Hanley
Its: Mayor

Iris Katers 8-28-25
Iris Katers

By: Kyle Whitney
Its: Clerk

FRIENDS OF MARQUETTE PUBLIC ART

Emily Tobin-LaVoy 8.28.25
By: Emily Tobin-LaVoy
Its: Secretary

Approved as to Content:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

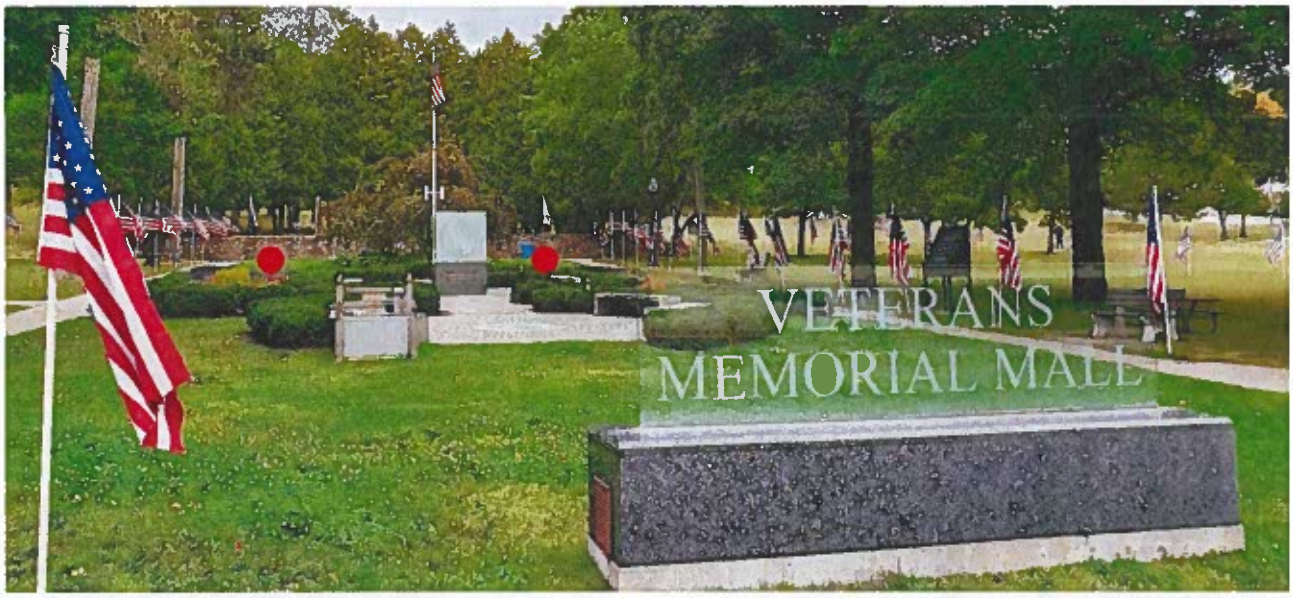
Top view
Front
DECLARATION OF INDEPENDENCE
Left side
Back
Top of piece 9
Bottom of piece 9
Top view
Front
U.S. CONSTITUTION
Left side
Back
Top of piece 9
Bottom of piece 9

Monument Site

MARQUETTE VETERANS MEMORIAL MALL

HARLOW PARK, *WEST WASHINGTON ST AND NORTH 7TH ST*

The podiums are designed to complement the existing Veterans Memorial Mall at Harlow Park, which includes a fountain, memorial bricks, and the Marquette Veterans Memorial. They will be located near the fountain at the center of the park.



Harlow Park Aerial View

Marquette Veterans Memorial, 2002

In addition to their commemorative function, the podiums will serve as a platform for ongoing education and civic engagement, offering space for events led by community groups and classrooms focused on U.S. history and democratic values.

MARQUETTE PUBLIC ART COMMISSION

Agenda Date: 9/29/2025

Consent Agenda

Schedule Public Hearing: Conditional Rezoning Request for 1700 Division Street

BACKGROUND:

The City recently received a request to conditionally rezone the property at 1700 Division Street, which is zoned Mixed-Use (M-U), to be zoned General Commercial with Conditional Rezoning (GC CR). Pursuant to the Michigan Zoning Enabling Act, MCL 125.3405, "An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map".

On September 16, 2025, the Planning Commission conducted a public hearing and discussed the proposed rezoning, in accordance with procedures established in the Land Development Code for evaluating rezoning requests and in the administrative procedures for processing such a request. The following motion was made to recommend approval of the request:

> *It was moved by S. Lawry, seconded by D. Fetter, and carried 5-0 that after conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 01-REZ-09-25, the Planning Commission finds that the proposed rezoning with conditions is consistent with the Community Master Plan and meets the requirements of the Land Development Code Section 54.1405, and hereby recommends that the City Commission approve 01-REZ-09-25 as presented.*

Please see the attached application and staff file review/analysis for more specific information regarding the application.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a Public Hearing for October 27, 2025, to consider the proposed conditional rezoning of 1700 Division Street.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Ordinance 25-13

- Staff Report 01-REZ-09-25

ORDINANCE #25-13
AN ORDINANCE TO AMEND MARQUETTE CITY CODE CHAPTER 54 – ZONING, BY CHANGING THE ZONING DESIGNATION OF THE PROPERTY AT 1700 DIVISION STREET

The City of Marquette Ordains:

SECTION 1. Zoning Designation
The zoning of the property located at 1700 Division Street is hereby changed from Mixed-Use (M-U) to General Commercial Rezoning (GC CR).

SECTION 2. Map Revision.
This change shall be shown on the Marquette City Zoning Map.

SECTION 3. Effective Date.
This ordinance shall take effect ten days after adoption but not before publication.

_____ _____
Jessica Hanley, Mayor Kyle Whitney, City Clerk

Date Adopted: _____ Date Published: _____

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

MEMORANDUM

TO: Planning Commission
FROM: Andrea Landers, Zoning Official
DATE: September 3, 2025
SUBJECT: **01-REZ-09-25 – 1700 Division St. (PIN: 0515150)**

The Planning Commission is being asked to make a recommendation to the City Commission regarding a request to rezone the property located at 1700 Division Street that is zoned Mixed-Use (M-U) to be zoned General Commercial with Conditional Rezoning (GC CR).

Pursuant to the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended) Section 125.3405, “An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map”.

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

RECOMMENDED ACTION:

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

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

After conducting a public hearing and review of the application and STAFF REPORT/ANALYSIS for 01-REZ-09-25, the Planning Commission finds that the proposed rezoning with conditions is (consistent / not consistent) with the Community Master Plan and (meets / does not meet) the requirements of the Land Development Code Section 54.1405 and hereby recommends that the City Commission (approve / deny) 01-REZ-09-25 (as presented / for the following reasons / with the following conditions).

STAFF FILE REVIEW/ANALYSIS
Completed by Andrea Landers – Zoning Official
and David Stensaas – City Planner and Zoning Administrator

Case #: 01-REZ-09-25

Date: September 3, 2025

Project/Application: Rezoning request from Mixed-Use (M-U) to be General Commercial with Conditional Rezoning (GC CR).

Location: 1700 Division St.

Parcel ID: 0515150

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

Current Zoning: M-U – Mixed-Use

Surrounding Zoning:
North: MDR – Medium Density Residential
South: LDR – Low Density Residential & PUD – Planned Unit Development
East: PUD – Planned Unit Development
West: MHP – Mobile Home Park

Zoning Districts and Standards:

Current Zoning

Section 54.311 M-U, Mixed-Use District

(A) Intent
The M-U district is intended to encourage and facilitate redevelopment by implementing the following mixed- use policies of the **Master Plan**: 1. **Locations.** The M-U district will be located in many areas of the City, with each area unique based on the character of the area and the objectives of the Master Plan. Therefore, the M-U district may be located along strategic corridors or in a major or minor node, such as crucial neighborhood intersections (for example, corner stores in a residential neighborhood). The M-U district is the recommended zoning district in the following Future Land Uses of the 2015 Master Plan Future Land Use Map: Mixed Use and Neighborhood Commercial. 2. **Mix Compatible Land Uses.** The M-U district will include areas of the city that are appropriate for many types of residential uses and compatible non-residential uses, including a mix of compatible uses in the same building. Examples of mixed-use buildings include non-residential uses on the lower floors and residential uses on the upper floors. 3. **Local Services.** The non-residential uses in the M-U district are intended to satisfy the need for basic services of the surrounding residential areas, thus reducing the number of car trips required to these areas. 4. **Design.** Development must be human-scale through appropriate building location near the street to help create a pedestrian-oriented environment that does not conflict with motorized traffic.

(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 Care Center or Day Care Center • Child or Day Care, Family Home • Child or Day Care, Group Home • Drive-Through Uses • Dwelling, Accessory Unit • Dwelling, Live/Work • Dwelling, Multiple-Family 5+ dwelling units • Dwelling, Quadplex • Dwelling, Single-Family Attached • Dwelling, Single-Family Detached • Dwelling, Triplex • Dwelling, Two-Family (Duplex) • Emergency Services • Farmers' Markets • Food Production, Minor • Foster Family Home • Health Services • Home Occupation • Home Office • Homestays and Vacation Home • Hospice • Indoor Recreation • Manufacturing, Light – Low Impact • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or Uses • Office, Medical • Office, Professional • Outdoor Entertainment and Community Events (Temporary) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Restaurant with Outdoor Food & Non-Alcoholic Beverage Service • Retail Business, Indoor • Retail Sales and Service Areas, Outdoor Temporary • Service Establishment • Small Wind Energy Systems, Roof-Mounted • Solar Energy Systems, <20kw- Accessory Use • Wholesale Trade Establishment • Veterinary Clinic (Domestic Animals Only)	• Bar • Bed and Breakfast • Bed and Breakfast Inn • Domestic Violence Abuse Shelter • Dwelling, Intentional Community • Foster Family Group Home • Fraternity or Sorority House • Fuel Dispensing Uses, including Service Stations • Halfway House • Homeless Shelter • Hospital • Hospital Hospitality House • Hostel • Hotel or Motel • Manufacturing, Light– Medium Impact • Marihuana Safety Compliance Facility • Nursing Home, Convalescent Home, Extended Care Facility, Assisted Living Facility • Off-street Parking Lot • Outdoor Entertainment and Community Events (Principal or Accessory Use) • Outdoor Alcoholic Beverage Service • Recreational Use, Public • Restaurant with Outdoor Alcoholic Beverage Service • Rooming House • School, Primary or Secondary • School, University • Solar Energy Systems, ≥20kw to 2 MW - Accessory Use • Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential) • Supportive Housing Facility, Transitional and/or Permanent • Vehicle Repair and Service

Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	4,800 (C), (E)	*Front Yard (ft.)*	0 (E), (F), (G)
Min. Lot Width (ft.)	40 (D), (E)	*Side Yard (one) (ft.)*	5 (I), (L), (N)
Max. Impervious Surface Coverage (%)	(S)	*Side Yard (total of 2) (ft.)*	13 (I), (L), (N)
Max. Building Height of Primary Building (ft.) (Q)	48 (N)	*Rear Yard (ft.)*	20 (J), (L), (N), (U)
Max. Building Height of Accessory Building	(L)	*Required Buffer & Greenbelt*	(T)
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

Section 54.403 Footnotes to Schedule of Regulations

(C) Minimum Lot Area for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC, and MFR Districts. In the MDR, M-U, TSC, and MFR District, the minimum lot area for a two-family dwelling (duplexes) is 6,000 sq. feet.

(D) Minimum Lot Width for Two-Family Dwellings (Duplexes) in the MDR, M-U, TSC, and MFR Districts. In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a two-family dwelling (duplex) is 50 feet.

(E) Minimum Lot Area and Width for Three Family and Four Family Dwellings in the M-U, TSC, and MFR Districts.

(1) In the MDR, M-U, TSC, and the MFR District, the minimum lot area for a three-family and four family dwellings is 9,000 sq. feet.

(2) In the MDR, M-U, TSC, and the MFR District, the minimum lot width for a three-family and four family dwellings is 75 feet.

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

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

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

(1) The side walls are of fireproof construction and are wholly without opening.

(2) The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.

(J) Modified Rear Yard Setbacks in the M-U and CBD Districts. In the M-U and CBD

districts the required rear yard may be measured from the center of an alley abutting the rear lot line, provided the structure is not located in the alley.

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

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

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

(S) Storm Water Management.

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

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

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

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

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

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

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

(U) Corner Lots. Corner lots will have a reduced rear yard setback, to match that of the largest required side yard setback dimension for the zoning district that is necessary to

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

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

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

(1) Intent. It is the intent of this section to provide landscaped buffer yards, or greenbelts, for the purpose of buffering negative impacts of, and conflicts between, different land uses.

(2) Greenbelt Location Requirements. All greenbelts will be created in the existing side and/or rear yards of the property where development has been proposed and approved for zoning compliance. When located adjacent to a residential use, park or public multi-use path, the following land uses (per *section 54.306*) must provide a landscaped buffer on their property:

(a) *Multiple-Family Residential dwellings with >5 units, Mobile Home Park, Nursing Home* and *Convalescent Home uses, Extended Care* and *Assisted Living Facilities.*

(b) *Industrial Uses* (except *Light Manufacturing – Low Impact* uses).

(c) *Lodging, Commercial, and Retail uses (*except the following uses *Indoor Retail Business, Child/Day Care Center, and Service Establishments).*

(d) *Public and Quasi-Public Uses* and *Medical Uses.*

(e) *Other Uses* with the exception of *Accessory Buildings or Structures, Accessory Use, Non-Single Family Residential Lots, Minor Food Production uses, Small Wind Energy Systems-Roof Mounted, Solar Energy Systems <20Kw-Accessory Use.*

(f) Any twenty-four (24) hour non-residential use of property.

Proposed Zoning with Conditions

* ***Property Owner proposed exempted uses are struck-through and highlighted***

Section 54.313 GC, General Commercial District

(A) Intent

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

(B) Permitted Principal Uses

- Accessory Building or Structure
- Accessory Use, Non-Single Family Residential Lots
- ~~Bar~~
- Child Care Center or Day Care Center
- Drive-Through Uses
- Emergency Services
- Farmers' Markets
- Food Production, Minor
- ~~Fuel Dispensing Uses, including Service Stations~~
- Health Services
- ~~Heavy Vehicle/Equipment Sales, Rental, and Display~~
- Hospice
- ~~Hotel or Motel~~
- Indoor Recreation
- ~~Light Vehicle/Equipment Sales and Display~~
- Manufacturing, Light – Low Impact
- Medical Hospital Related Accessory Uses
- Medical Hospital Related Office or Uses
- Office, Medical
- Office, Professional
- ~~Outdoor Alcoholic Beverage Service~~
- Outdoor Entertainment and Community Events (Temporary Use)
- Outdoor Food and Non-Alcoholic Beverage Service
- Outdoor Recreation
- Public or Governmental Building
- Religious Institution
- Restaurant, Indoor Service
- Restaurant with Outdoor Food & Non-Alcoholic Beverage Service
- ~~Restaurant with Outdoor Alcoholic Beverage Service~~
- Retail Business, Indoor
- Retail Sales and Service Areas, Outdoor Temporary
- Service Establishment
- ~~Shooting Range, Indoor~~
- Small Wind Energy Systems, Roof-Mounted
- Solar Energy Systems, <20kw- Accessory Use
- ~~Storage, Open/Outdoor~~
- ~~Vehicle Repair and Service~~
- Veterinary Clinic (Domestic Animals Only)
- Wholesale Trade Establishment

(C) Special Land Uses

- Hospital
- Hostel
- Manufacturing, Light– Medium Impact
- ~~Marihuana Designated Consumption Establishment~~
- ~~Marihuana Educational Research~~
- ~~Marihuana Grower – Class A~~
- ~~Marihuana Grower – Class B~~
- ~~Marihuana Grower – Class C~~
- ~~Marihuana Grower – Excess~~
- ~~Marihuana Microbusiness Class A and Light Manufacturing~~
- ~~Marihuana Processor – Light Manufacturing~~
- ~~Marihuana Retailer~~
- Marihuana Safety Compliance Facility
- ~~Marihuana Secure Transporters~~
- Off-street Parking Lot
- Outdoor Entertainment and Community Events (Principal & Accessory Use)
- ~~Pet Boarding Facility~~
- Recreational Use, Public
- ~~Retail Business, Outdoor Permanent~~
- Rooming House
- ~~Small Wind Energy Systems, Tower-Mounted~~
- Solar Energy Systems, ≥20kw to 2 MW - Accessory Use
- Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential)
- Storage Facility, Self
- Storage Facility, Self- Accessory Use
- Storage, Indoor
- Storage, Indoor – Accessory Use
- ~~Warehousing~~
- ~~Wireless Telecommunications Facilities~~

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	None	*Front Yard (ft.)*	0 *(F), (G)*
Min. Lot Width (ft.)	24	*Side Yard (one) (ft.)*	15 *(I)*
Max. Impervious Surface Coverage (%)	*(S)*	*Side Yard (total of 2) (ft.)*	30 *(I)*
Max. Building Height of Primary Building (ft.) (Q)	40	*Rear Yard (ft.)*	20 *(U)*
Max. Building Height of Accessory Building (L)	24	*Required Buffer & Greenbelt*	*(T)*
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

54.403 Footnotes to Schedule of Regulations

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

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

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

(1) The side walls are of fireproof construction and are wholly without opening.

(2) The zoning of the adjacent property is M-U, CBD, GC, Marquette Downtown Waterfront District, or Third Street Corridor District.

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

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

(S) Storm Water Management.

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

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

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

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

(4) For all uses except Single-family and Two-family dwelling units, please refer to *Section 54.803* Storm Water Management.

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

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

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

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

Section 54.1003 Landscaping Design Requirements

(D) Buffer and Greenbelt Requirements.

(1) Intent. It is the intent of this section to provide landscaped buffer yards, or greenbelts, for the purpose of buffering negative impacts of, and conflicts between, different land uses.

(2) Greenbelt Location Requirements. All greenbelts will be created in the existing side and/or rear yards of the property where development has been proposed and approved for zoning compliance. When located adjacent to a residential use, park or public multi-use path, the following land uses (per *section 54.306*) must provide a landscaped buffer on their property:

(a) *Multiple-Family Residential dwellings with >5 units, Mobile Home Park, Nursing Home* and *Convalescent Home uses, Extended Care* and *Assisted Living Facilities.*

(b) *Industrial Uses* (except *Light Manufacturing – Low Impact* uses).

(c) *Lodging, Commercial, and Retail uses (*except the following uses *Indoor Retail Business, Child/Day Care Center, and Service Establishments).*

(d) *Public and Quasi-Public Uses* and *Medical Uses.*

(e) *Other Uses* with the exception of *Accessory Buildings or Structures, Accessory Use, Non-Single Family Residential Lots, Minor Food Production uses, Small Wind Energy Systems-Roof Mounted, Solar Energy Systems <20Kw-Accessory Use.*

(f) Any twenty-four (24) hour non-residential use of property.

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

Section 54.1405 Zoning Ordinance Amendment Procedures

(A) Initiation of Amendments. The City Commission, the Planning Commission, or the property owner (including a designated agent of the property owner) may at any time originate a petition to amend or change the zoning district boundaries pursuant to the authority and procedure established by Act 110 of Public Acts of 2006 as amended. Changes in the text of this Ordinance may be proposed by the City Commission, Planning Commission, or any interested person or organization.

(B) Application for Amendment. Each petition by one (1) or more persons for an amendment shall be submitted to the Zoning Administrator. Documents to support the application may be filed with the Zoning Administrator. A fee, as established by the City Commission shall accompany each petition, except those originated by the Planning Commission or City Commission.

Application accepted.

(C) Amendment Review Procedures.

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

The public hearing before the Planning Commission is scheduled for 6:00 p.m. on Tuesday, September 16, 2025.

(2) Planning Commission Consideration of the Proposed Amendment. The Planning Commission shall review the proposed amendment, together with any reports and recommendations from staff, consultants, other reviewing agencies, and any public comments. The Planning Commission shall identify and evaluate all factors relevant to the petition, including the

appropriate criteria listed in this Section. Following the public hearing, the Planning Commission shall make a recommendation to the City Commission to either approve or deny the petition and report its findings to the City Commission.

The Planning Commission is being asked to make a recommendation at their meeting on September 16, 2025.

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

TBD.

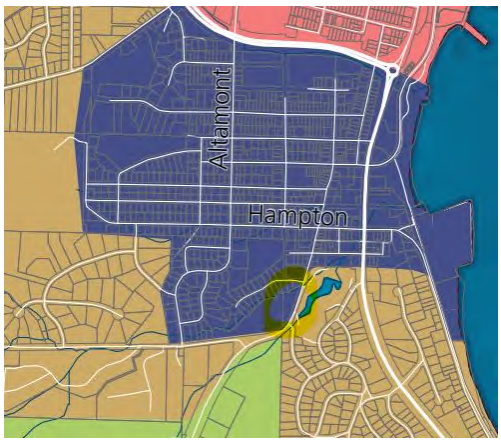
(D) Standards of Review for Amendments. In considering any petition for an amendment to the text of this Ordinance or to the Official Zoning Map, the Planning Commission and City Commission shall consider the following criteria that apply to the application in making findings, recommendations, and a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

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

The development of the option for Conditional Rezoning was a recommendation of the Community Master Plan (CMP) that was adopted in 2015. The option was codified with the adoption of the Land Development Code (LDC) in February of 2019. Conditional Rezoning was adopted by the City as an alternative to both standard rezoning and text amendments to the LDC, to address unique and rare circumstances in which a property owner is seeking to use the property in a way that may not be incompatible with the surrounding land uses and/or historical use of the land, but would be precluded from approval by virtue of a finding of incompatibility with the CMP and/or spot zoning via a review as a standard rezoning case, and for which a text amendment would not be appropriate due to a text change necessarily affecting all properties in the existing zoning district classification.

In contrast to a typical rezoning case, the applicant is proposing *conditions* to be placed on the zoning district that is requested, by means of a *Conditional Zoning Agreement* that requires the specification of certain requirements related to the conditions

proposed, while there is no obligation by the municipality to either approve the request based on meeting the standards of the LDC or to forfeit any zoning powers currently held.



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

Because Conditional Rezoning is an alternative to standard rezoning, the required analyses for "compatibility with the Community Master Plan" and "spot zoning" for a standard rezoning request are not applicable. The Planning Commission must review all supporting information, this report in particular, and the attachment titled *Rezoning Considerations for Planning Commissions,* and hold a public hearing for community input prior to making a determination of whether to recommend approval or the request as presented or not.

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

Please see above - "Zoning District and Standards".

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

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

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

There are no problems anticipated.

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

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

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

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

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

The proposed zoning is generally compatible with site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district. A Riparian Overlay district is applicable to this parcel, as Orianna Creek and Billy Butcher Creek are on the property (shown on maps in this packet).

(8) Potential Land Uses and Impacts. If a rezoning is requested, compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.
The proposed conditional rezoning would allow all of the possible land uses for a General Commercial zoning district that the applicant did not strike through in the permitted principal uses and special land uses list provided in the application. The uses remaining as permitted principal uses in the applicant's proposed list are all uses that are currently allowed in the Mixed-Use (MU) district. Special Land Uses may only be approved if found to be in harmony with several special use and specific use standards, and are subject to a Planning Commission public hearing before a decision is rendered to approve or deny the request.

Please see the attachment and Page 6 above. The Planning Commission must determine the compatibility of the proposed rezoning in this location.

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

The parcel to the west forms the majority of the border with the subject parcel, and it is a Mobile Home Park (MHP) district, while the other bordering parcels are in Medium Density Residential (MDR) zoning. There is a residential Planned Unit Development to the east, directly across Division St. General Commercial zoning is in place along Furnace Street to the northeast of this property.

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

The Planning Commission may believe another district is more appropriate, but it cannot negotiate the choice of the applicant to apply for the selected Conditional Rezoning and must decide on the current proposal.

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

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

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

The Planning Commission must determine if the proposed zoning would create an isolated or incompatible zone (see item #8 above) . The land use of this site has been *vacant* and undeveloped, except for a billboard sign that has been in place for more than 20 years. An incompatible zone cannot be approved, while isolation of a land use is unacceptable to the degree that it may create incompatibility or an otherwise undesirable outcome following development.

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

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

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

(H) Rezoning (Zoning Map Amendment) with Conditions. Pursuant to MCL 125.3405, the City Commission, following a public hearing and recommendation by the Planning Commission, may approve a petition for a rezoning with conditions requested by a property owner. The standards of this section shall grant a property owner the option of proposing conditions for the

development and use of property in conjunction with an application for rezoning. Such conditions may be proposed at the time the application for rezoning is filed, or at a subsequent point in the process of review of the proposed rezoning.

(1) Conditional Rezoning Agreement. The conditions attached to the rezoning shall be set forth by submitting a conditional rezoning agreement listing the proposed conditions. A conditional rezoning agreement shall contain the following information:

(a) A statement acknowledging that the rezoning with conditions was proposed by the applicant to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, further agreement and acknowledgment that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered on a voluntary basis, and represents a permissible exercise of authority by the City.

The applicant has provided this.

(b) Agreement and understanding that the property in question shall not be developed or used in a manner inconsistent with the conditional rezoning agreement.

Per their attachment, "the property shall not be developed or used in a manner that is inconsistent with the zoning agreement".

(c) Agreement and understanding that the approval and conditional rezoning agreement shall be binding upon and inure to the benefit of the property owner and City, and their respective heirs, successors, assigns, and transferees.

Per their attachment, "the agreement shall be binding upon and inure to the benefit of the property owner and the city, and their respective heirs, successors, assigns, and transferees".

(d) The date upon which the rezoning with conditions becomes void, as specified in *Section 54.1405(H)(3)*, below. If an extension of approval is granted by the City Commission, a new conditional rezoning agreement with the new expiration date shall be recorded.

Will need to be provided in the rezoning agreement.

(e) Agreement and understanding that, if a rezoning with conditions becomes void in the manner provided in *Section 54.1405(H)(3)*, below, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established.

Per their attachment, "If the rezoning with conditions becomes void, no development shall take place".

(f) Agreement and understanding that each of the requirements and conditions in the conditional rezoning agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.

Per their attachment, "this application is made with the understanding that the zoning agreement and its terms and conditions are authorized by all applicable state and federal laws, and that this agreement is valid and has been entered into on a voluntary basis.

(g) A legal description of the property affected by the rezoning with conditions.

Please see the application.

(h) Development regulations affected by the conditions of rezoning, including but not limited to density, setbacks, height, site coverage, signs, parking, architecture, lighting, landscaping etc.

Provided for uses that are exempt, no other development regulations changes are proposed.

(i) Revocation of approval provisions returning the property to its original zoning designation if the developer violates the terms of the agreement.

Will need to be provided in the rezoning agreement.

(j) A conditional rezoning agreement may contain a conditional rezoning plan as an attachment, with such detail and inclusions proposed by the applicant and approved by the City Commission in accordance with this Section, following recommendation by the Planning Commission. Inclusion of a conditional rezoning plan as an attachment to a conditional rezoning agreement shall not replace the requirement for Preliminary and Final Site Plan, Subdivision, Condominium, or Special Land Use review and approval, as the case may be.

A plan was not provided, so this is N/A.

(2) Amendment to Conditional Rezoning Agreement. A proposed amendment to a conditional rezoning agreement shall be reviewed and approved in the same manner as a new rezoning with conditions.

If an amendment is proposed in the future this will need to be followed.

(3) Period of Approval. Unless extended by the City Commission for good cause, the rezoning with conditions shall expire following a period of two (2) years from the effective date of the rezoning unless bona fide development of the property pursuant to approved building and other permits required by the City commences within the two (2) year period and proceeds diligently and in good faith as required by ordinance to completion.

(a) Expiration or Extension. In the event bona fide development has not commenced within two (2) years from the effective date of the rezoning, the rezoning with conditions and the conditional rezoning agreement shall be void and of no effect. The landowner may apply for a one (1) year extension one (1) time. The request must be submitted to the Zoning Administrator before the two (2) year time limit expires. The landowner must provide to the City Commission good cause as to why the extension should be granted. If an extension of approval is granted by the City Commission, a new conditional rezoning agreement with the new expiration date shall be recorded.

(b) Effect of Expiration. If the rezoning with conditions becomes void in the manner provided in this section, either or both of the following actions may be taken:

(i) The property owner may seek a new rezoning of the property; and/or

(ii) Pursuant to MCL 125.3405, the land shall revert to its former zoning classification following the process for approval of a rezoning with conditions.

If approved this will be followed.

(4) Zoning Map. If approved, the zoning district classification of the rezoned property shall consist of the district to which the property has been rezoned accompanied by a reference to “CR Conditional Rezoning.” The Zoning Map shall specify the new zoning district plus a reference to CR. By way of example, the zoning classification of the property may be “CBD Central Business District with CR Conditional Rezoning,” with a Zoning Map designation of “CBD CR.”

If approved this will be completed.

(5) Review and Approval Process. An application for a rezoning with

conditions shall be reviewed following the same process and procedures applicable to a rezoning set forth in *Section 54.1405(C)*, with the exception that the conditional rezoning agreement shall be executed between the applicant and the City Commission at the time of City Commission approval of a rezoning with conditions.

An agreement detailing all of the required information in Section 54.1405(H)(1) will need to be provided for the City Commission review.

(6) Recordation of a Conditional Rezoning Agreement**.** A rezoning with conditions shall become effective following publication in the manner provided by law, and after the conditional rezoning agreement is recorded with the County Register of Deeds.

If the City Commission approves the Conditional Rezoning then this requirement must be completed. An agreement detailing all of the required information in Section 54.1405(H)(1) will need to be provided for the City Commission review.

Additional Comments:

The Planning Commission should consider the request, and the information provided in this analysis, and provide a recommendation to the City Commission.

Attachments:

1. Application with support material (Rezoning conditions, etc.)
2. Area Map
3. Block Map
4. Area Zoning Map
5. Photos
6. Publication Notice
7. Place type map
8. *Rezoning Information for Planning Commissions* document
9. Correspondence

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

PRINT

CITY OF MARQUETTE
REZONING APPLICATION

CITY STAFF USE

Parcel ID#: 0515150 File #: 01-REZ-09-25 Date: 8-13-25
Hearing Date: 9-16-25 Application Deadline (including all support material): 8-19-25
Receipt #: 401286 Check #: 664667 Received by and date: 8-12-25

FEE $1,335 (We can only accept Cash or Check (written to the City of Marquette))

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

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

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

Please review the attached excerpt from the Land Development Code.

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: LMS Ventures, LLC
Address: [redacted]
City, State, Zip: Marquette, MI, 49855
Phone #: [redacted]
Email: [redacted]

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

APPLICANT/OWNERS REPRESENTATIVE

Name: Logan Stauber
Address: [redacted]
City, State, Zip: Marquette, MI, 49855
Phone #: [redacted]
Email: [redacted]

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

PRE-APPLICATION CONFERENCE

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

PHASING OF APPLICATION

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

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

PROPERTY INFORMATION

Property Address: 1700 Division St. Property Identification Number: 0515150

Size of property (frontage / depth / sq. ft. or acres): 1.47 Acres

Surrounding Zoning Districts: North MDR East PUD South PUD/LDR West MHP

Legal Description: That Part of Government Lot Two (2) of Section 26, Township 48 North, Range 25 West, lying South of Western Brook also known as Billy Butcher's Creek, and West of Division Street in the City of Marquette, County of Marquette, and State of Michigan, EXCEPTING therefrom the following parcel. Commencing at the West quarter corner of said Section 26; thence North 89°37'42" East 1305.75 feet along the East-West line of said Section 26 to the West line of Government Lot Two (2), thence North 00°03'08" West 111.14 feet along said West line of Government Lot Two (2) to the Point of Beginning; thence Northeasterly from this Point of Beginning 36.5 feet along the Northwesterly on right of way of Division Street; thence Northwesterly on a line drawn 10 feet from the parallel to and the Northeast edge of a certain asphalt drive to the West line of said Government Lot Two (2); thence South 00°03'08" East along said West line to the Point of Beginning.

PROPOSAL

Current Zoning District: M-U Mixed Use

Proposed Zoning District: GC-CR General Commercial with Conditions

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

SIGNATURE

I hereby certify the following:

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

Property Owner Signature: _____ Date: 8/12/25

Conditional Rezoning Statement Proposed by the Property Owner

To the City of Marquette Planning Commission

On behalf of LMS Ventures, LLC, I am submitting this statement in support of our application for rezoning the property at 1700 Division Street to a **General Commercial District with Conditions**. This request is conditional and includes specific exemptions to ensure the proposed uses align with the needs of the community and the character of the surrounding area.

The following uses are voluntarily excluded from the permitted uses of this property:

- Bar
- Fuel Dispensing Uses (including Service Stations)
- Heavy Vehicle/Equipment Sales, Rental, and Display
- Hotel or Motel
- Light Vehicle/Equipment Sales and Display
- Outdoor Alcoholic Beverage Service
- Restaurant with Outdoor Alcoholic Beverage Service
- Shooting Range, Indoor
- Storage, Open/Outdoor
- Vehicle Repair and Service
- All Marihuana-related establishments
- Pet Boarding Facility
- Retail Business, Outdoor Permanent
- Small Wind Energy Systems, Tower-Mounted
- Warehousing
- Wireless Telecommunications Facilities

This application is made with the understanding that the zoning agreement and its terms and conditions are authorized by all applicable state and federal laws, and that this agreement is valid and has been entered into on a voluntary basis.

The rezoning would be subject to the following binding conditions:

A. The property shall not be developed or used in a manner that is inconsistent with the zoning agreement. B. The agreement shall be binding upon and inure to the benefit of the property owner and the city, and their respective heirs, successors, assigns, receivers, or transferees. C. If the rezoning with conditions becomes void, no development shall take place.

LMS Ventures, LLC is requesting this conditional rezoning to afford the property the rights and privileges necessary for the development of a **Self-Storage Facility**. All other permitted uses under this conditional rezoning will be consistent with those allowed in a Mixed-Use District.

I believe this property is an appropriate location for this zone due to its proximity to other General Commercial properties and its characteristics, which do not lend themselves well to residential purposes. The parcel has not had a better purpose over the years and is well-suited to cater to the local and regional markets, which is a key intent of the General Commercial district. It is my understanding that this parcel was once zoned for industrial use, a fact consistent with the existing billboard on-site.

Thank you for your time and consideration,

Logan Stauber - LMS Ventures, LLC

Proposed Zoning with Conditions

Section 54.313 GC, General Commercial District

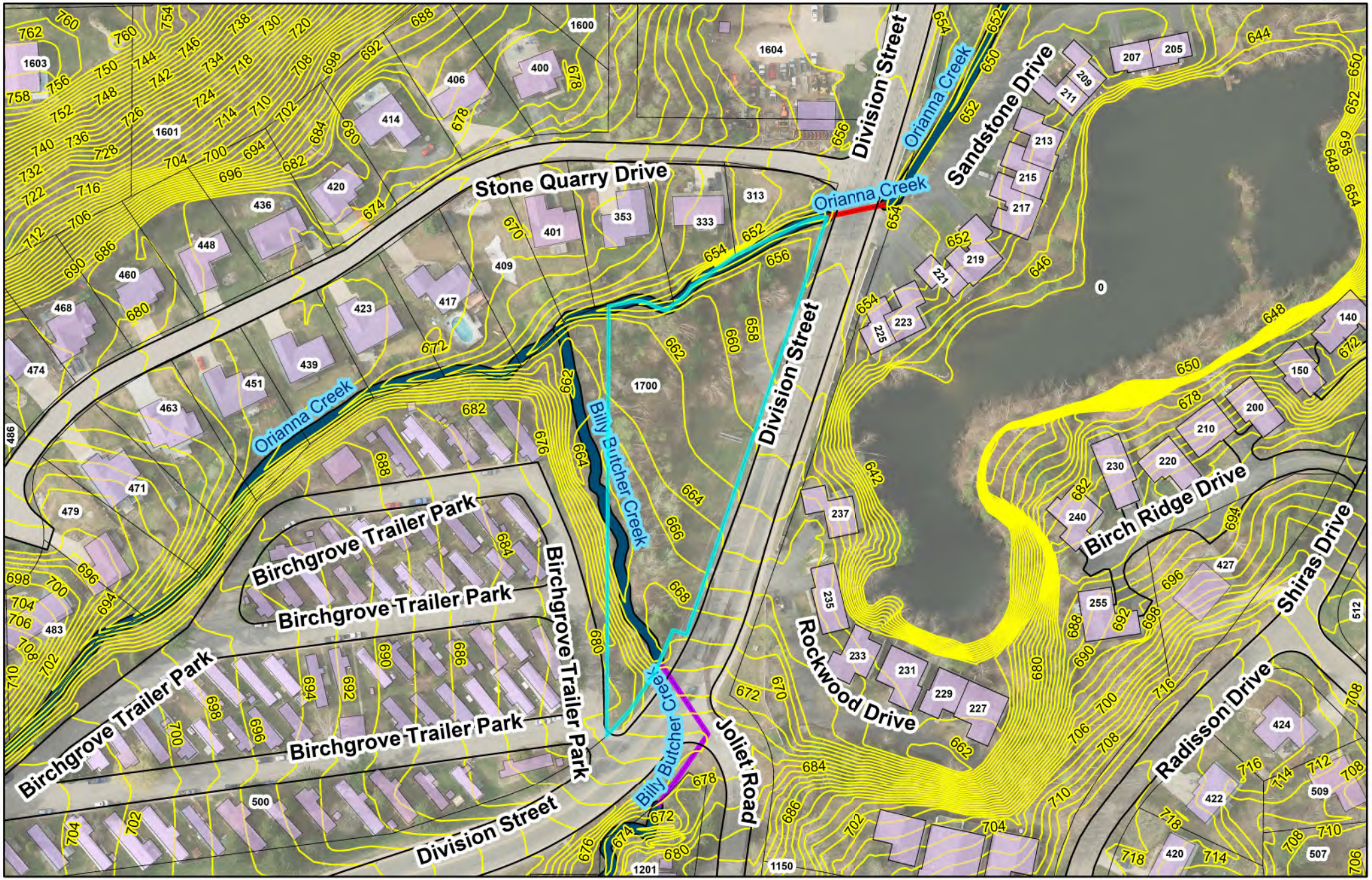
*** Property Owner proposed exempted uses are struck-through and highlighted**

(B) Permitted Principal Uses	(C) Special Land Uses
• Accessory Building or Structure • Accessory Use, Non-Single Family Residential Lots ~~• Bar~~ • Child Care Center or Day Care Center • Drive-Through Uses • Emergency Services • Farmers' Markets • Food Production, Minor ~~• Fuel Dispensing Uses, including Service Stations~~ • Health Services ~~• Heavy Vehicle/Equipment Sales, Rental, and Display.~~ • Hospice ~~• Hotel or Motel~~ • Indoor Recreation ~~• Light Vehicle/Equipment Sales and Display~~ • Manufacturing, Light – Low Impact • Medical Hospital Related Accessory Uses • Medical Hospital Related Office or Uses • Office, Medical • Office, Professional • ~~Outdoor Alcoholic Beverage Service~~ • Outdoor Entertainment and Community Events (Temporary Use) • Outdoor Food and Non-Alcoholic Beverage Service • Outdoor Recreation • Public or Governmental Building • Religious Institution • Restaurant, Indoor Service • Restaurant with Outdoor Food & Non-Alcoholic Beverage Service ~~• Restaurant with Outdoor Alcoholic Beverage Service~~ • Retail Business, Indoor • Retail Sales and Service Areas, Outdoor Temporary • Service Establishment ~~• Shooting Range, Indoor~~ • Small Wind Energy Systems, Roof-Mounted • Solar Energy Systems, <20kw- Accessory Use • ~~Storage, Open/Outdoor~~ ~~• Vehicle Repair and Service~~ • Veterinary Clinic (Domestic Animals Only) • Wholesale Trade Establishment	• Hospital • Hostel • Manufacturing, Light– Medium Impact ~~• Marihuana Designated Consumption Establishment~~ • ~~Marihuana Educational Research~~ ~~• Marihuana Grower – Class A~~ ~~• Marihuana Grower – Class B~~ ~~• Marihuana Grower – Class C~~ ~~• Marihuana Grower – Excess~~ ~~• Marihuana Microbusiness Class A and Light Manufacturing~~ ~~• Marihuana Processor – Light Manufacturing~~ • ~~Marihuana Retailer~~ • Marihuana Safety Compliance Facility ~~• Marihuana Secure Transporters~~ • Off-street Parking Lot • Outdoor Entertainment and Community Events (Principal & Accessory Use) ~~• Pet Boarding Facility~~ • Recreational Use, Public ~~• Retail Business, Outdoor Permanent~~ • Rooming House ~~• Small Wind Energy Systems, Tower-Mounted~~ • Solar Energy Systems, ≥20kw to 2 MW - Accessory Use • Solar Energy Systems, ≥20kw to 2 MW - Principal Use (Non-residential) • Storage Facility, Self • Storage Facility, Self – Accessory Use • Storage, Indoor • Storage, Indoor – Accessory Use • ~~Warehousing~~ ~~• Wireless Telecommunications Facilities~~

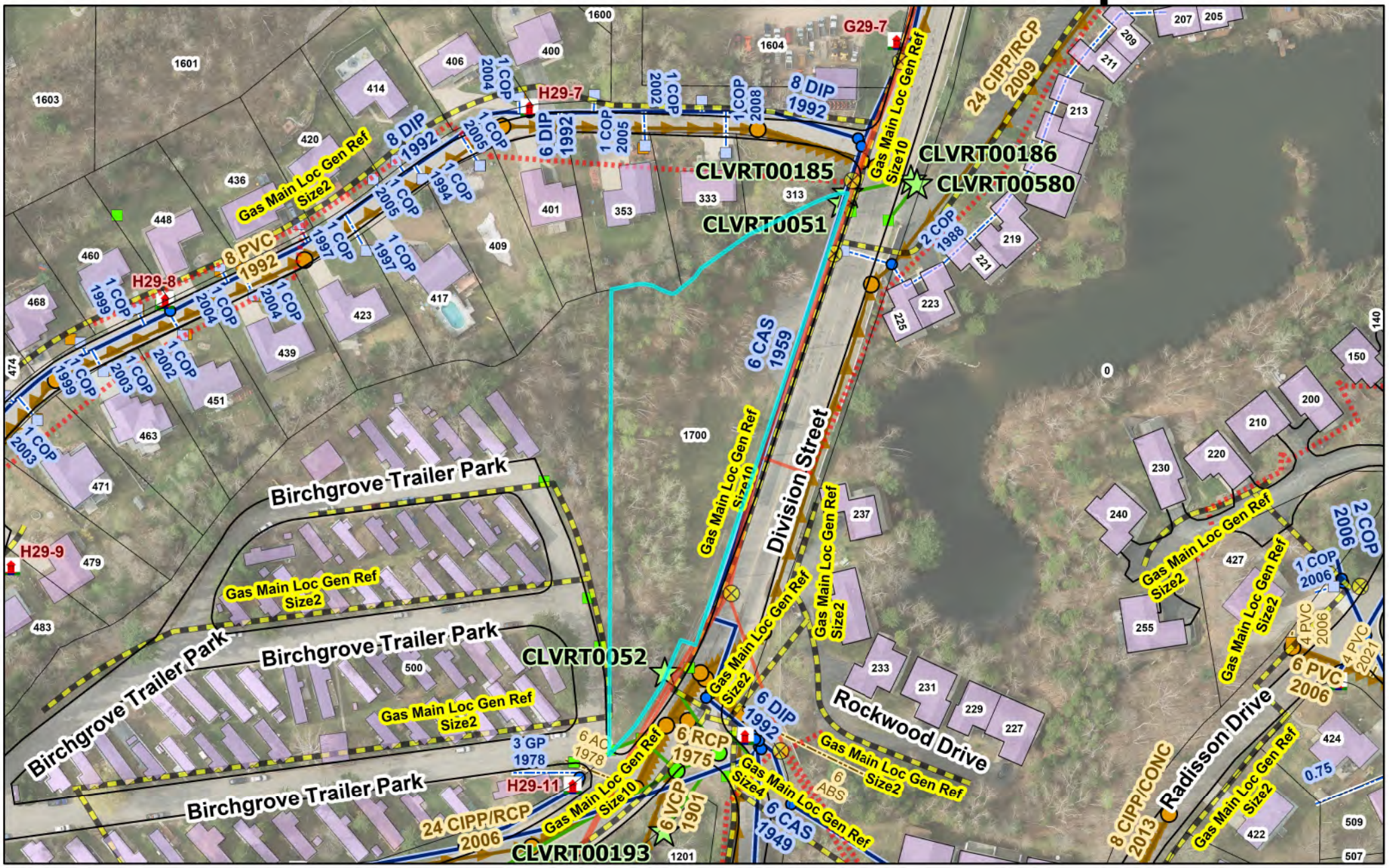
Where there is a discrepancy between *Section 54.306* and this table, *Section 54.306* shall prevail.

(D) Dimensional Regulations			
Lot, Coverage, and Building Height Standards		***Minimum Setbacks***	
Min. Lot Area (sq. ft.)	None	*Front Yard (ft.)*	0 *(F), (G)*
Min. Lot Width (ft.)	24	*Side Yard (one) (ft.)*	15 *(I)*
Max. Impervious Surface Coverage (%)	*(T)*	*Side Yard (total of 2) (ft.)*	30 *(I)*
Max. Building Height of Primary Building (ft.) (Q)	40	*Rear Yard (ft.)*	20 *(U)*
Max. Building Height of Accessory Building (L)	24	*Required Buffer & Greenbelt*	*(~~U~~ T)*
Max. Building Height (stories)	-		
Where there is a discrepancy between *Article 4* and this table, *Article 4* shall prevail.			

01-REZ-09-25 Area Map



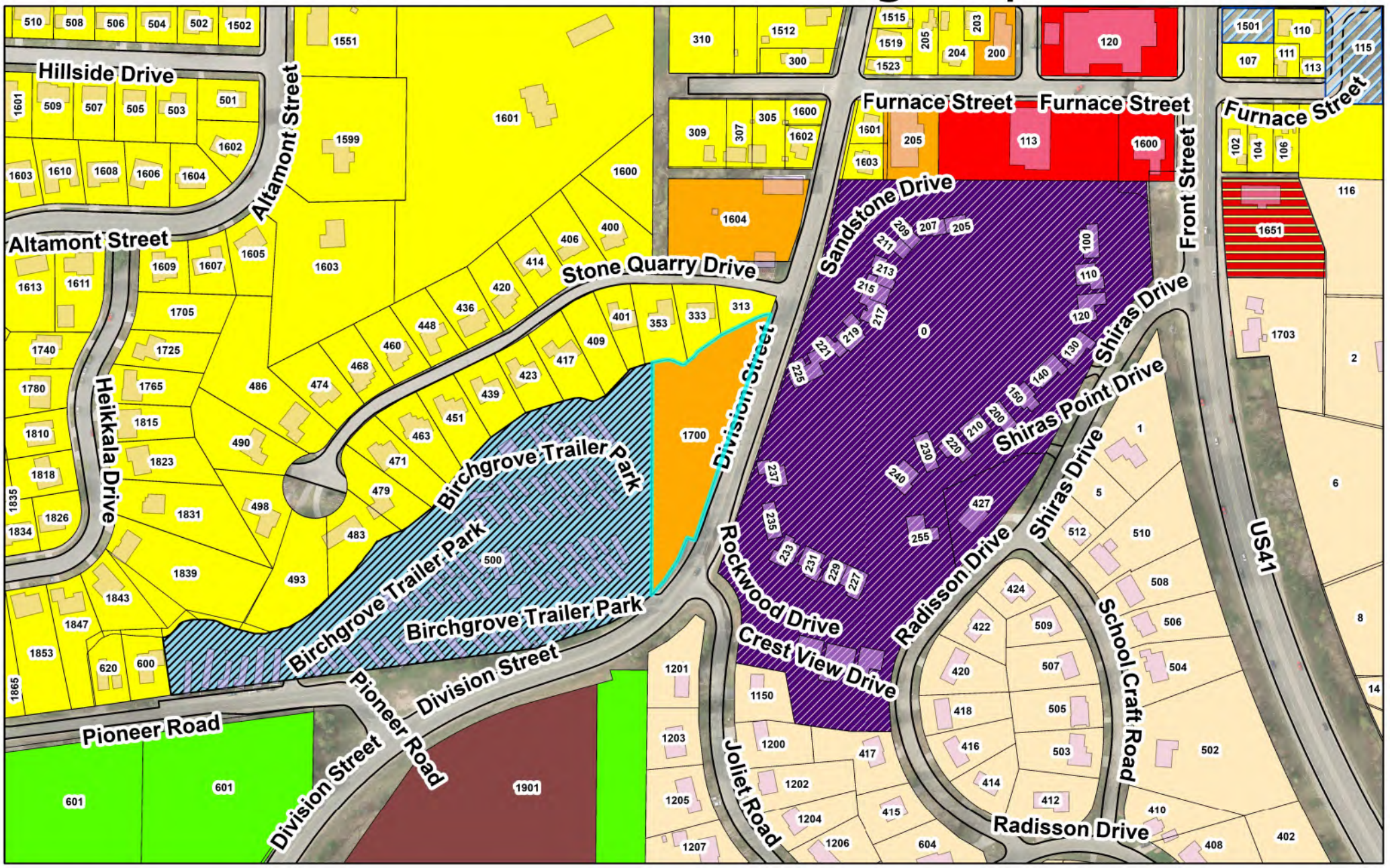
01-REZ-09-25 Block Map



The information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained hereon does not replace information that may be obtained by consulting the appropriate City, County, State or Federal Offices. The City assumes no liability for any decisions made in reliance on this map. Users of this map should be aware of the limitations of the information

1 inch equals 125 feet

01-REZ-09-25 Zoning Map

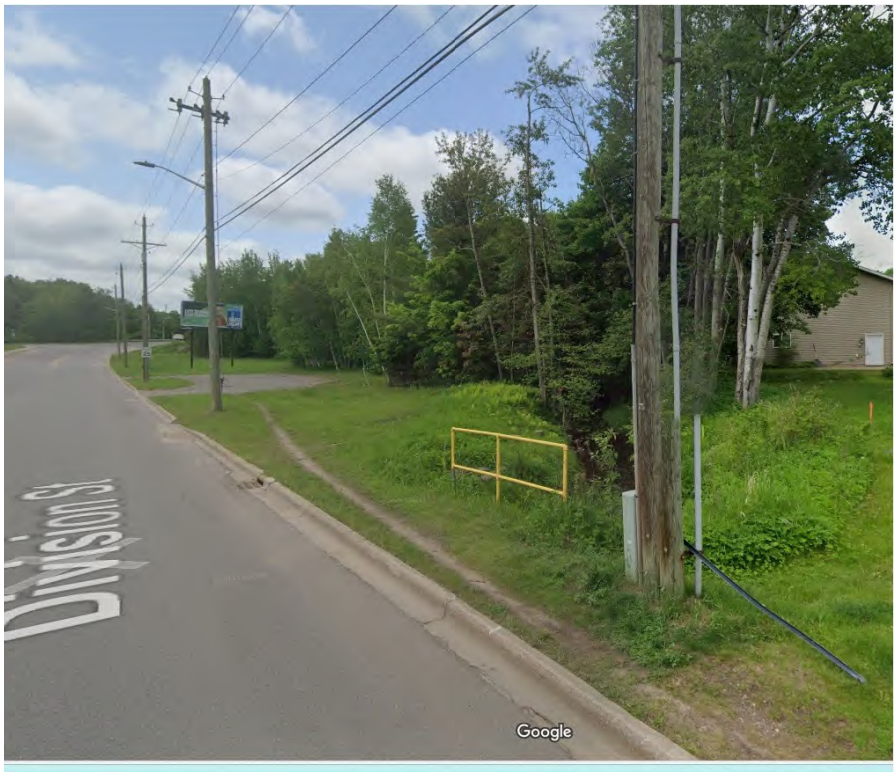


The information contained on this map is believed to be accurate but accuracy is not guaranteed. Mapping information is a representation of various data sources and is not a substitute for information that would result from an accurate land survey. The information contained hereon does not replace information that may be obtained by consulting the [illegible] of the information

City of Marquette, MI

1 inch equals 250 feet

Google


Division St
Google

h Google Maps
1942 Division St
Marquette, Michigan
Google Street View
Jun 2025 See more dates
Division St

Share

Gray, McRae, Jelly Roll, Doja Cat and Post Malone join a growing list of confirmed performers for this year's VMAs.

Rhymes and Martin will both perform, as well as a slew of other artists, including Alex Warren, J Balvin, Sabrina Carpenter and sombr.

Warren, who's nominated for best new artist, best pop and song of the year, will take the VMA stage for the first time, performing his breakout hit, "Ordinary." Newcomer sombr, a singer-songwriter and producer, will also be making his award show debut.

Balvin will perform "Zun Zun" with Latin singers Justin Quiles and Lenny Tavárez, and "Noventa" with producer DJ Snake.

Carpenter, who offered a debut performance at the VMAs last year, taking home song of the year, will return to perform "Manchild."

McRae is also up for four taken the VMAs stage various times since his first performance in 1997, will also perform during the ceremony.

Martin, whose long VMAs history began with his first performance in 1999, will also perform, and be honored for a "four-decade career that launched Latin music and culture into the mainstream," according to the announcement.

Who will host the VMAs?

LL Cool J has snagged wins, co-hosted and performed atop the MTV Video Music Awards stage. Now, the Grammy-winning rapper-actor-author is going solo to host the 2025 awards ceremony.

He's retaking the stage, this time without Nicki Minaj and Jack Harlow, with whom he co-hosted in 2022.

He's also up for the best hip-hop award for his single

Notice of Ely Township
Public Hearing

Please be notified that on Monday, September 8, 2025 at 6:30 p.m., The Ely Township Planning Commission will be conducting a Public Hearing for the purpose of: Conditional Use Permit

Dan Moore of Greenwood Investments request consideration for a Conditional Use to permit the current hotel to be used as a long-term rental apartments on a parcel zoned Town Development.

Parcel 52-03-211-002-00 is described as: SEC 11 T47N R28W THAT PART OF THE S ½ OF NE ¼ LYING S OF US-41 & E OF CO RD 478 EXC THE E 1080 THEREOF ALSO THE N 55' OF W 611.81' OF N ½ OF SE ¼ LYING E'LY OF CO RD 478.

Information may be reviewed at Ely Township Office from 11:00 a.m. - 4:00 p.m. Monday through Thursday at 1555 County Rd 496, Ishpeming, and written comments will be received until the date of the hearing. Anyone wishing to give testimony will be given the opportunity to be heard. This notice is posted in compliance with Public Act 110 of 2006, as amended, the Open Meeting Act MCLA 41.72A (2)(3) and the Americans with Disabilities Act.

PUBLIC HEARING NOTICE
MARQUETTE CITY PLANNING COMMISSION

Notice is hereby given that the Marquette City Planning Commission will hold a public hearing for the following:

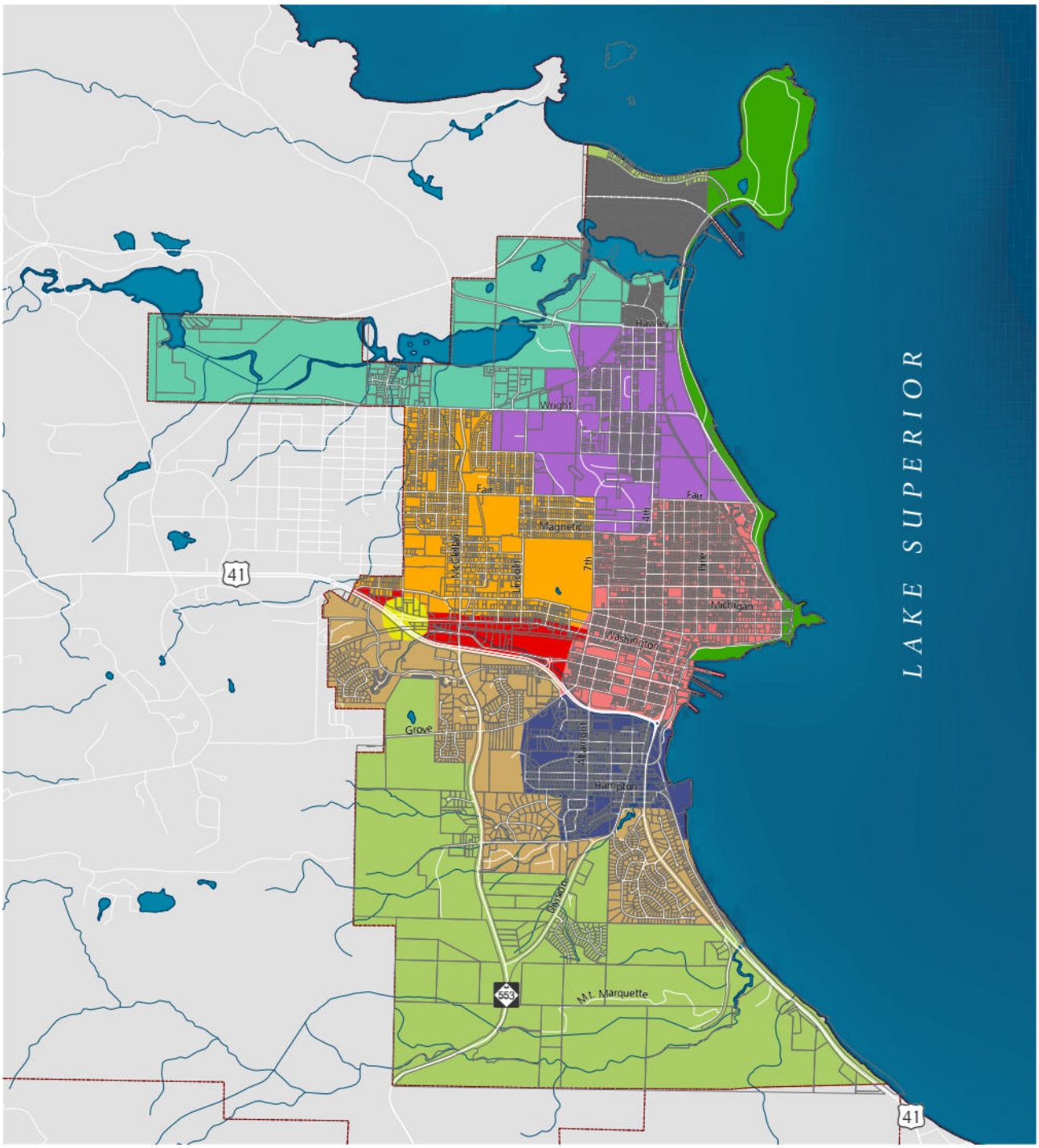
01-REZ-09-25 – 1700 Division St. (PIN: 0515150): LMS Ventures LLC is requesting to rezone the property located at 1700 Division Street that is zoned **Mixed-Use (M-U)** to be zoned **General Commercial with Conditional Rezoning (GC CR).**

02-REZ-09-25 – 480 River Park Cir. (PIN: 1000120): The City of Marquette is requesting to rezone the property located at 480 River Park Circle which is zoned **Planned Unit Development (PUD)** to be zoned **Industrial/Manufacturing (IM).** The right to develop this property per the site plans for the Shophouse Planned Unit Development (PUD) has been terminated due to noncompletion, per Article 54.323(i)(6) of the City's Land Development Code. The property is designated as Dead River Corridor on the Land Use/Place Type map in the City's *Community Master Plan.*

The public hearing for this request will be at 6:00 P.M. on Tuesday, September 16, 2025, in the Commission Chambers at City Hall, 300 W. Baraga Ave. If you wish to comment on this matter you may do so at that time. Written comments may also be submitted to the Community Development Department located at 1100 Wright Street, Marquette, Michigan 49855 or e-mail alanders@marquettemi.gov. Written submissions will be accepted until 12:00 p.m. on September 16, 2025.

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

Andrea Landers, Zoning Official, 225-8383



Place Types / Land Use Typologies

0.5 Miles

Beckett & Raeder, Inc.

Sources: Michigan Open Data Portal, City of Marquette

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

Rezoning

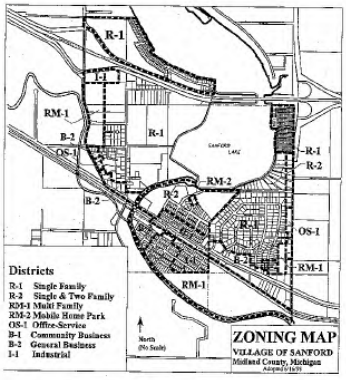
- The main question that must be answered when considering a rezoning is: *"Is that an appropriate location for that zone?"*
- The proposed use of land is not as important as is the fact that if the land is rezoned, any of the uses permitted in that zone may be established on that land.
- If a specific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

20

Rezoning Factors to Consider

RE: Question One (previous page)

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



21

Rezoning Factors to Consider

RE: Question Two (previous page)

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

22

SPOT ZONING

Characteristics

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

Result

- Typically ruled invalid if challenged in court.

23

Outlook

Rezoning proposal for Division St

From [redacted]
Date Sun 9/7/2025 6:52 PM
To Andrea Landers <alanders@marquettemi.gov>
Cc [redacted]

You don't often get email from [redacted]

Dear Ms Landers,

As a property owner in the Shiras Pointe Condominium Association, it is my strong wish that the proposal to construct a self-storage facility on Division St be rejected. I am at a loss to understand how such a project would enhance either the esthetic quality or value of our community.

Respectfully,

Richard Lewandowski
240 Birchridge
Marquette, MI 49855
[redacted]

Outlook

1700 Division St

From [redacted]
Date Sat 9/6/2025 3:10 PM
To Andrea Landers <alanders@marquettemi.gov>

1 attachment (860 KB)
Marquette City Planning Commission Zoning Notice - 1700 Division St.pdf;

You don't often get emai [redacted]

Dear Ms. Landers,

The Board of Directors of the Shiras Pointe Condominium Association, representing our 33 residential homes, would like to voice its opposition to the rezoning of the property at 1700 Division St. in Marquette. This is a residential area and that property is not only surrounded by our residential homes, but also 15+ residential homes on Stone Quarry Drive, and a mobile home community. A self-storage facility, that apparently could be 40' in height and is typically open 24 hours a day seems very inappropriate for our neighborhood.

We would hope the Planning Commission can understand that this seems like spot zoning a parcel in the middle of residential sites and does not seem appropriate. Thanks, you for your consideration on this matter.

Thanks,

Brian Pesola
Manager
Shiras Pointe Condominium Association
2600 US Highway 41 W
Marquette, MI 49855
[redacted]

Shiras Pointe
MARQUETTE'S SUPERIOR LIFESTYLE

Outlook

Rezoning property 1700 Division St

From [redacted]
Date Sat 9/6/2025 5:54 PM
To Andrea Landers <alanders@marquettemi.gov>
Cc [redacted]

You don't often get email fro[redacted]

Dear Ms Landers

As the property owner of 100 Shiras Pointe Dr. I would like to join with the Board of Directors of the Shiras Pointe Condominium Association and voice my opposition to the rezoning of the property at 1700 Division St. This is a residential area and should remain as is. A 24 hour storage facility is not appropriate for this site.

Thank you,
Kandace St.Aubin
Trustee, Collins Family Trust

Outlook

Response to your letter August 26, 2025

From [redacted]
Date Tue 9/9/2025 3:16 PM
To Andrea Landers <alanders@marquettemi.gov>

[redacted]

Re: Notice of PUPLIC HEARING before the Marquette City Planning Commission regarding: 01-REZ-09-25-1700 Division St. (PIN: 0515150)

Ms. Andrea Landers, Zoning Official September 9, 2025

We are OPPOSED to rezoning of the above described property at 1700 Division St. to "General Commercial with Conditional Rezoning (GC CR).

Specifically, LMS Ventures, LLC is proposing a self-storage facility for this parcel. That type of building should not be in a residential area. Residential properties are almost 100% of the buildings in this area, including The Meadows, the Stone Quarry condominiums and Shiraz Hills. Recently there have been three huge metal power line poles installed very close to this same area on division Street, one of which is exactly at the intersection of Division and Stone Quarry Dr. There is no way that is aesthetically pleasing, to say the least. A storage building would make it look worse.

If storage facilities are needed in the city, fine, but certainly not in residential areas. That could also result in decreased interest in homes in the area and market value.

Agreed there are two non residential buildings on Division in this area but they are very old and assuming they were "grandfather'd in" before present zoning regulations.

Thank you for your consideration.

Please acknowledge receipt of this email.

Tony and Susan Kroncich
423 Stone Quarry Dr.

Sent from my iPad

Agenda Date: 9/29/2025

Consent Agenda
Water and Wastewater Treatment Chemicals BP25-07

BACKGROUND:

The Marquette Area Wastewater Treatment Facility and Water Filtration Plant annually solicit bids for water treatment chemicals. Eleven suppliers responded this year. The attached bid tabulation includes delivered prices for chemicals meeting specifications.

Alexander Chemical Corp. – LaPorte, IN
Sodium Bisulfite, 38% minimum, Bulk Delivery - $0.249 /lb.

Wandels' Water Care – Negaunee, MI
Water Softener Salt, 99.5% pellets, Bulk Delivery - $0.182/lb.

Hydrite Chemical Co. – Brookfield, WI
Sodium Hydroxide, 50%, Bulk Delivery - $3.190 /gallon

Univar Solutions USA LLC. – Trenton, OH
Hydrofluosilicic Acid 23.0% to 26.0% - $0.285 /lb.

USALCO, LLC – Baltimore, MD
Sodium Aluminate, Technical Grade 38% - $750.00 /wet ton

Haviland Products Co. – Grand Rapids, MI
Liquid Ferric Chloride, - $4.48/gallon

Hydrite Chemical Co. – Brookfield, WI
Alexander Chemical Corp. – LaPorte, IN
Sodium Hypochlorite, - $2.45 /gallon

FISCAL EFFECT:

Funds are included in the FY 2026 Water and Wastewater Budgets.

RECOMMENDATION:

Award the chemical bids for FY 2026 to the successful bidders meeting specifications.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Bid Tabulation

BID TABULATION
BP 25-07 "Water and Wastewater Treatment Chemicals"
10:00 a.m., September 10, 2025

COMPANY NAME	I. Hydrofluosilic Acid Bulk / lb.	II. Sodium Bisulfite Bulk / lb.	III. Water Softener Salt Per lb.	IV. Sodium Hydroxide 50% Bulk / gal.	V. Sodium Aluminate Wet ton	VI. Liquid Ferric Chloride 275 gal. Totes	VII. Sodium Hypochlorite Bulk / gal.
Alexander Chemical Corp.	$0.346	**$0.249**		$4.460			**$2.450**
GCI Wastewater Treatment						$5.250	
Haviland Products Co.	$0.390					**$4.480**	
Hawkins				$3.400		$4.610	$2.680
Hydrite Chemical Co.		$0.260		**$3.190**			**$2.450**
Pencco	$0.313						
PVS Nolwood Chemicals						$8.230	
Rowell Chemical Corp.				$3.830			$2.700
Univar	**$0.285**						
USALCO					**$750.00**		
Wandels' Water Care			**$0.182**				

Chemical Cost Tracking							
Chemical	Application*	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
Hydrofluosilicic Acid, $/lb	W	$0.21	$0.21	$0.25	$0.33	$0.39	$0.320
Sodium Bisulfite, $/lb	WW	$0.14	$0.13	$0.20	$0.23	$0.28	$0.260
Water Softener Salt, $/lb	W	$0.17	$0.13			$0.16	$0.175
Sodium Hydroxide, $/gal	W	$2.35	$2.04	$3.05	$4.00	$3.41	$3.19
Sodium Aluminate, $/wet ton	WW	$477.00	$478.00	$538.60	$750.26	$780.50	$770.00
Liquid Ferric Acid, 275 gal. totes	WW						$4.88
Sodium Hypochlorite, $/gal	WW	$1.20	$1.05	$1.75	$3.05	$2.73	$2.55

Agenda Date: 9/29/2025

New Business
Solid Waste Collection Parking Resolution -Roll Call Vote

BACKGROUND:

In January, the City Commission approved an amendment and extension to the City's contract with Waste Management for curbside residential collection services. This amendment included the transition to a fully carted collection system and provided for the curbside collection of materials to take place during the day. Section 2 of the agreement states that the City will prohibit on-street parking in each respective collection zone during the corresponding collection period to accommodate fully carted and automated collection.

In May, the Commission adopted Ordinance 25-06, creating a framework under which the city may implement on-street parking restrictions to facilitate curbside collection during the daytime hours. The ordinance establishes a system wherein the City Commission may adopt a resolution restricting street parking in areas and during times impacted by scheduled solid waste collection.

The attached resolution establishes the required parking restrictions.

Additional information about curbside collection for City garbage and recycling, including schedules and maps, can be found on the City's website at www.marquettemi.gov/CurbsidePickup.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the parking resolution implementing parking restrictions associated with curbside residential collection services.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Parking Resolution

Resolution to Implement Parking Restrictions During Waste Collection

WHEREAS, at the January 13, 2025 regular meeting, the Marquette City Commission approved an amendment and extension to the City's contract with Waste Management for curbside collection services; and

WHEREAS, said amendment included provisions for the transition to a fully carted collection system and for a shift to daytime collection of materials; and

WHEREAS, section 2 of the contract states that "the City will prohibit on-street parking in each respective collection zone during the corresponding collection period to accommodate fully carted and automated collection"; and

WHEREAS, section 46-46 of the Marquette City Code allows for the City Commission to, by resolution, restrict parking on public streets in connection with scheduled garbage, rubbish, and recycling collections in the City;

NOW, THEREFORE, BE IT RESOLVED, by the Marquette City Commission, that, in accordance with Section 46-46 of the Marquette City Code, parking on public streets in the City shall be restricted as follows:

- In **Zone 1**, as defined in the attached Exhibits, there shall be no parking on Tuesdays between the hours of 12 a.m. and 2 p.m.
- In **Sub-Zone 1**, as defined in the attached Exhibits, there shall be no parking on Tuesdays between the hours of 12 a.m. and 7 a.m.
- In **Zone 2**, as defined in the attached Exhibits, there shall be no parking on Wednesdays between the hours of 12 a.m. and 2 p.m.
- In **Sub-Zone 2**, as defined in the attached Exhibits, there shall be no parking on Wednesdays between the hours of 12 a.m. and 7 a.m.
- In **Zone 3**, as defined in the attached Exhibits, there shall be no parking on Thursdays between the hours of 12 a.m. and 2 p.m.
- In **Sub-Zone 3**, as defined in the attached Exhibits, there shall be no parking on Thursdays between the hours of 12 a.m. and 7 a.m.
- In **Zone 4**, as defined in the attached Exhibits, there shall be no parking on Fridays between the hours of 12 a.m. and 2 p.m.

- In **Sub-Zone 4**, as defined in the attached Exhibits, there shall be no parking on Fridays between the hours of 12 a.m. and 7 a.m.

Duly adopted by the Marquette City Commission on September 29, 2025.

_____
Jessica Hanley, Mayor

Certified to be a true copy on September 29, 2025.

_____
Kyle Whitney, City Clerk

Exhibit A – Zone Descriptions

Tuesday Collection

Zone 1 (No Parking 12 a.m. to 2 p.m.):

Beginning at the intersection of Magnetic Street and Fourth Street;
then southerly on Fourth Street and Fourth Street extended to the US-41 Bypass;
then westerly on the US-41 Bypass to Grove Street;
then southwesterly on Grove Street to Specker Circle;
then north along the west line of Bethel Baptist Church to the south line of Hawk's Ridge Condominiums;
then west to the Marquette Golf and Country Club Heritage Course;
then north, west and southwesterly along the north line of the Marquette Golf and Country Club Heritage Course to the city limits;
then west, north, east, and north on the city limits to Mildred Avenue extended;
then east on Mildred Avenue extended and Mildred Avenue to Elm Street;
then south and east on Elm Street to McClellan Avenue;
then easterly along the south line of Marquette Senior High School to Magnetic Street extended;
then east on Magnetic Street extended and Magnetic Street to the point of beginning.

Sub-Zone 1 (No Parking 12 a.m. to 7 a.m.):

Fourth Street
Grove Street: East of McClellan Avenue
Lincoln Avenue: South of Magnetic Street
McClellan Avenue: From Grove Street north to Elm Street
Seventh Street: US 41 north to Magnetic Street
Sixth Street: From Michigan Street north to Hewitt Avenue
Washington Street: US 41 east to Fourth Street
West Baraga Avenue: 300 Block
West Bluff Street: From Rublein east to Fourth Street
West Spring Street: 300 Block

Wednesday Collection

Zone 2 (No Parking 12 a.m. to 2 p.m.):

Beginning at the intersection of Magnetic Street and Fourth Street;
then north on Fourth Street and Presque Isle Avenue to Fair Avenue;
then east on Fair Avenue and Fair Avenue extended to the shoreline of Lake Superior;
then south along the shoreline of Lake Superior to Hampton Street extended;
then west along Hampton Street extended and Hampton Street to US-41;
then north on US-41 to the US-41 Bypass;
then west on US-41 Bypass to Fourth Street extended;
then northerly on Fourth Street extended and Fourth Street to the point of beginning.

Sub-Zone 2 (No Parking 12 a.m. to 7 a.m.):

Blaker Street
East Baraga Avenue
East Spring Street
East Washington Street
Fourth Street
Main Street
North Front Street: 100 and 200 Blocks
Presque Isle Avenue: south of Fair Avenue
South Front Street: US 41 roundabout north to Washington Street
South Lakeshore Boulevard: 100, 200, and 300 Blocks
Third Street
West Arch Street: 100 and 200 Blocks
West Baraga Avenue: 100 and 200 Blocks
West Bluff Street: 100 and 200 Blocks
West College Avenue: 200 and 300 Blocks
West Crescent Street: 100 and 200 Blocks
West Fair Avenue: 200 and 300 Blocks
West Hewitt Street: 100 and 200 Blocks
West Kaye Avenue: 200 and 300 Blocks
West Magnetic Street: 200 and 300 Blocks
West Michigan Street: 100 and 200 Blocks
West Ohio Street: 100 and 200 Blocks
West Prospect Street: 100 and 200 Blocks
West Park Street: 100 and 200 Blocks
West Ridge Street: 100 and 200 Blocks
West Spring Street: 100 and 200 Blocks
West Washington Street: 100 and 200 Blocks

Thursday Collection

Zone 3 (No Parking 12 a.m. to 2 p.m.):

Beginning at the intersection of Grove Street and US-41 Bypass;
then east on US-41 Bypass to US-41;
then south on US-41 to Hampton Street;
then east on Hampton Street and Hampton Street extended to the shoreline of Lake Superior;
then southerly along the shoreline of Lake Superior to the city limits;
then west, north, west, north, east, and north to the intersection with the north boundary of the Marquette Golf and Country Club Heritage Course;
then northeast, east, south and east to the west line of Bethel Baptist Church;
then south along west line of Bethel Baptist Church to Grove Street at Specker Circle;
then northeasterly on Grove Street to the point of beginning.

Sub-Zone 3 (No Parking 12 a.m. to 7 a.m.):

Division Street: From Joliet Road north to Genesee Street
Grove Street: East of McClellan Avenue
McClellan Avenue: South of Grove Street

Friday Collection

Zone 4 (No Parking 12 a.m. to 2 p.m.):

Beginning at the intersection of Magnetic Street and Fourth Street;
then west on Magnetic Street and Magnetic Street extended to Marquette Senior High School line;
then westerly along the south line of Marquette Senior High School to McClellan Avenue;
then west and north on Elm Street to Mildred Avenue;
then west on Mildred Avenue and Mildred Avenue extended to the city limits;
then north, west, north, east, south, east, north, east, north, east, and north along the city limits to the shoreline of Lake Superior;
then easterly and southerly along the shoreline of Lake Superior to Fair Avenue extended;
then west on Fair Avenue extended and Fair Avenue to Presque Isle Avenue;
then south on Presque Isle Avenue and Fourth Street to the point of beginning.

Sub-Zone 4 (No Parking 12 a.m. to 7 a.m.):

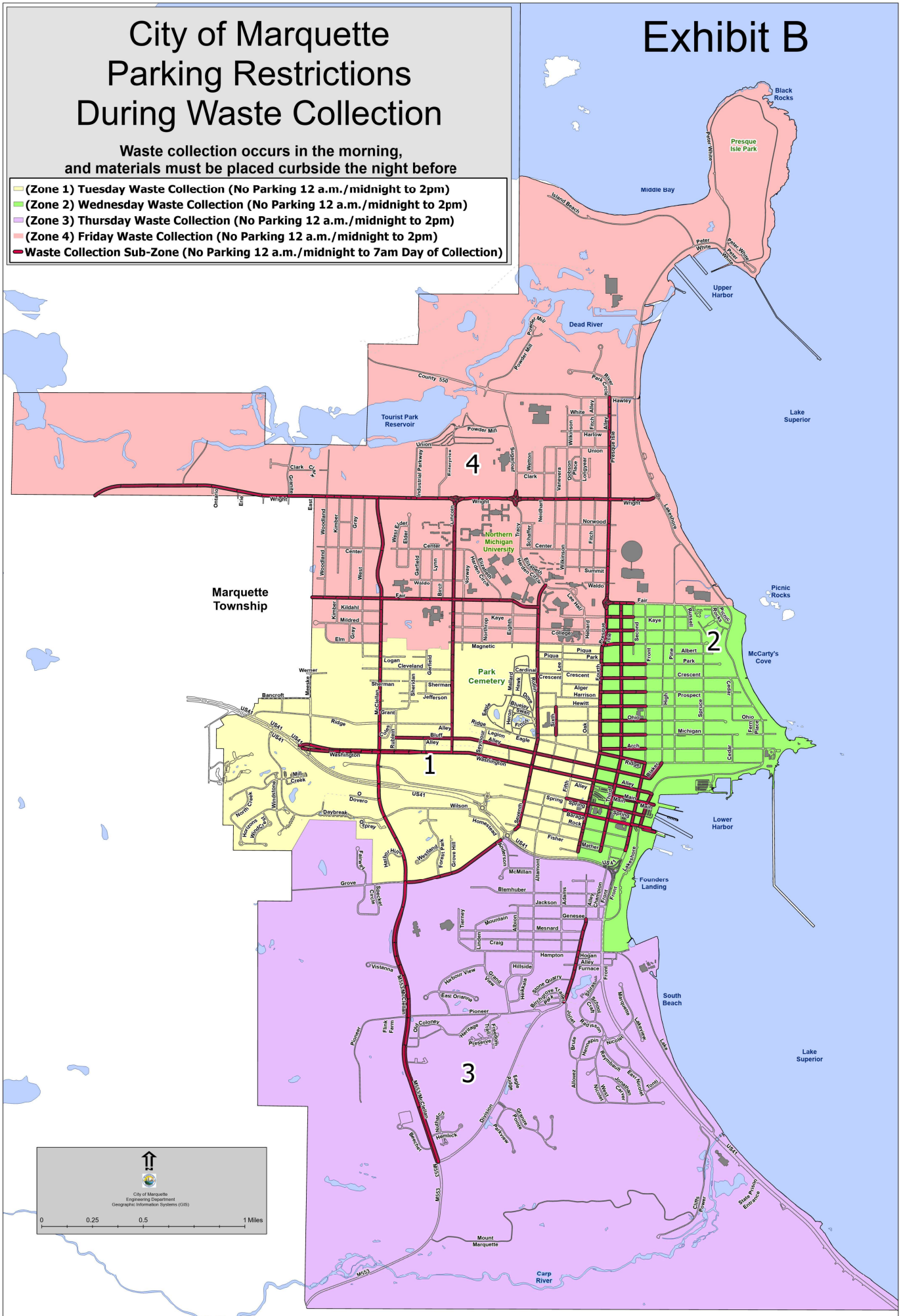
Lincoln Avenue: North of Magnetic Street
McClellan Avenue: North of Elm Street
Presque Isle Avenue
Seventh Street: North of Magnetic Street
West Fair Avenue: 200 and 300 Blocks; West of Seventh Street
Wright Street

City of Marquette
Parking Restrictions
During Waste Collection

Exhibit B

**Waste collection occurs in the morning,
and materials must be placed curbside the night before**

- (Zone 1) Tuesday Waste Collection (No Parking 12 a.m./midnight to 2pm)
- (Zone 2) Wednesday Waste Collection (No Parking 12 a.m./midnight to 2pm)
- (Zone 3) Thursday Waste Collection (No Parking 12 a.m./midnight to 2pm)
- (Zone 4) Friday Waste Collection (No Parking 12 a.m./midnight to 2pm)
- Waste Collection Sub-Zone (No Parking 12 a.m./midnight to 7am Day of Collection)



Agenda Date: 9/29/2025

New Business
City of Marquette Fiscal Years 2026-28 Strategic Plan - Roll Call Vote

BACKGROUND:

The City Commission convened two Work Sessions on July 11 and August 11, 2025 to give input, review recommendations from staff, and provide guidance for drafting the City of Marquette Strategic Plan for Fiscal Years 2026-28.

The result was the attached draft Strategic Plan, which is being presented for consideration by the City Commission.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the City of Marquette Strategic Plan for Fiscal Years 2026-28 and adopt the Strategic Plan Resolution as presented.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Strategic Plan FY 26-28
- Fiscal Years 2026-2028 Strategic Plan Resolution

CITY OF MARQUETTE

STRATEGIC PLAN

ADOPTED BY THE CITY COMMISSION
ON _____

Table of Contents

Acknowledgments 2

Background 4

Strategic Priorities Summary 6

Strategic Priorities:

Governmental Excellence 8

Economic Development and Prosperity 9

Community Engagement 11

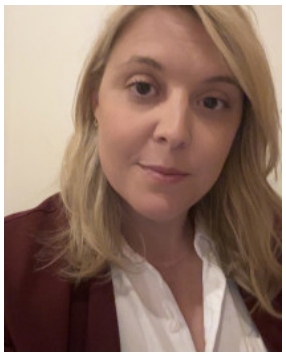
Health, Recreation, and Environment 12

Mobility Management 14

Public Safety 15

Implementation and Metrics Appendix 17

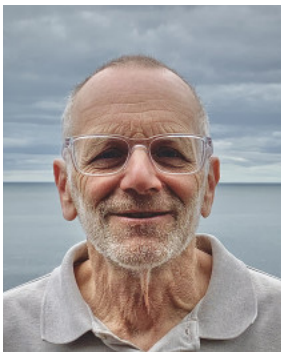
The City Commission



Jessica Hanley
Mayor
Elected 2020 & 2023

Paul Schloegel
Mayor Pro-tem
Elected 2023

Sally Davis
Commissioner
Appointed 4/2020
Elected 2022



Cary Gottlieb
Commissioner
Elected 2024

Michael Larson
Commissioner
Appointed 1/2023

Cody Mayer
Commissioner
Elected 2020 & 2023

Jermey Ottaway
Commissioner
Appointed 12/2022
Elected 2024

City Staff

City Manager's Office

Karen Kovacs
City Manager

Sean Hobbins
Deputy City Manager

Anne McIlhagga
Government Affairs Coordinator

Wendy Larson
Executive Assistant

Department Heads

Suzanne Larsen
City Attorney

Kyle Whitney
City Clerk

Dennis Stachewicz
Director of Community Development

Jon Swenson
Director of Community Services

Eric Stemen
Director of Facilities and Maintenance

Mary Schlicht
Chief Financial Officer

Ian Davis
Fire Chief

Mark O'Neill
Director of Municipal Utilities

Ryan Grim
Police Chief/Harbor Master

Scott Cambensy
Director of Public Works

Guiding Principles

The following principles were identified in the City's Community Master Plan approved by the City Commission on October 15, 2024. The Community Master Plan is a policy document used to guide decisions that affect its land, people, and structures. The Master Plan is a long term policy document, while the Strategic Plan is the short term 'to-do list' to effectively enact the goals identified in the Master Plan.

Steward and cherish our natural assets

The City of Marquette's natural assets, including the shores of Lake Superior, wetlands, watersheds, topography, water quality, and air quality, are vital to the character and well-being of everyone in the community. These assets should be cared for so that future generations can access and enjoy them.

Encourage quality housing at multiple price points and in locations with access to nonmotorized and public transportation

City policy should encourage high quality housing at a range of price points and in locations in the city which are easily accessed by foot, bike, or bus.

Preserve our entire history

The area which Marquette now encompasses has a rich historical and cultural heritage, dating back millennia as the homeland and waters of Indigenous Nations and then incorporated as a Village in 1849 with the formation of the Marquette Iron Company. We should respect, preserve, and incorporate this heritage into our community fabric, including our buildings, waterfront, parks and trails, public spaces, and arts and cultural events.

Encourage development and vibrancy in our commercial districts and corridors

Marquette is an economic and cultural asset to the surrounding region and is where water, sewer, and transportation infrastructure is concentrated. City policy should encourage new development, infill/redevelopment, and multi-family residential development in the commercial areas of the city to support small business, job creation, increase the city tax base, and maximize the use of existing infrastructure.

Create safe and enjoyable transportation and recreation options year-round

People of all ages and abilities move around Marquette for work, school, recreation, and exercise in all four seasons. Our land use and transportation policies should promote safe, convenient, and enjoyable connections for all modes of transportation and recreation year-round, including via sidewalk, trail, bus, or road.

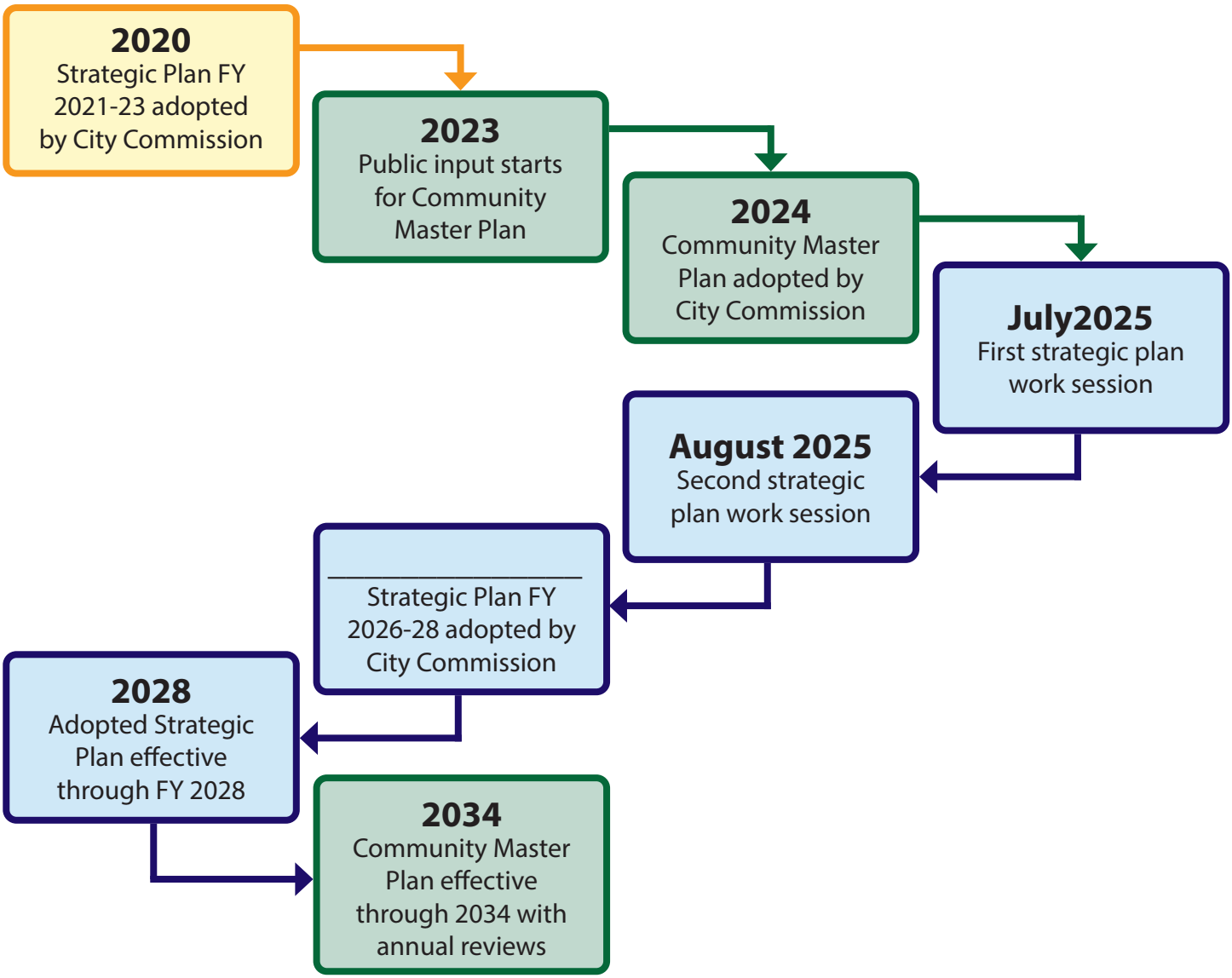
Maintain and connect our neighborhoods

City policy should promote new development and redevelopment that is sensitive in terms of design and scale of nearby neighborhoods, with higher density development clustered in commercial corridors. City policy should encourage well maintained properties in residential neighborhoods and easy access to goods, services, and amenities in the city year-round

Vision Statement

It is the vision of the City of Marquette to ensure quality of life by remaining an economically sound municipality which embraces progressive and sustainable growth while making environmentally sound decisions. The City of Marquette supports its many educational opportunities and medical care options. The city will promote tourism and recreational participation to maintain an atmosphere of safety and good health, friendliness and a continuing awe and appreciation of beautiful Lake Superior. The City of Marquette will encourage continued citizen involvement in activities that embrace our past, enhance our present and plan for the community of our future.

Strategic Plan Timeline



At a work session in July, the City Commission participated in an activity to identify the needs and goals that they see for the future of Marquette. These goals were boiled down to 6 main categories, which later became the 6 strategic priorities seen below.

1. Governmental Excellence

The City will focus on building a high performing, collaborative workforce and strengthening fiscal stewardship. Efforts include partnering with local organizations, enhancing professional development across all departments, and improving communication via staff-supervisor reviews. Policies will be implemented for debt management, capital reserves, and asset planning to ensure long-term sustainability and transparency in infrastructure investment.

2. Economic Development and Prosperity

The City aims to enhance Marquette's identity, support local businesses, and promote sustainable growth. Key actions include updating economic and tourism plans, activating underutilized commercial corridors, and fostering entrepreneurship through regional partnerships. The City will advocate for legislative tools, improve infrastructure, and expand access to development resources, ensuring a resilient and inclusive economy for residents and businesses.

3. Community Engagement

The City emphasizes transparent communication, inclusive participation, and accessible information. The City will update its Public Participation Plan, expand social media outreach, and enhance website accessibility. Initiatives include hosting community events, promoting office hours, and continuing educational programs like the Citizens Academy. A new "projects" page and FAQ section will improve online access, while metrics track engagement growth and ADA compliance.

4. Health, Recreation, and Environment

The City will focus on enhancing public spaces, planning for future facilities, and building climate resilience. The City will assess feasibility for a new senior center and year-round dog park, improve downtown infrastructure, and collaborate on climate adaptation strategies. Key efforts include utility burial, park upgrades, and energy efficient operations, all guided by community input and long term sustainability goals.

5. Mobility Management

The City aims to improve pedestrian safety and promote sustainable transportation. Key actions include prioritizing sidewalk snow removal near schools, adopting a sidewalk clearing ordinance, and maintaining high service levels. The City will also implement an Active Transportation Plan, explore bike infrastructure enhancements, and address mobility challenges on 3rd Street. These efforts support walkability, safety, and multimodal connectivity across Marquette.

6. Public Safety

The City emphasizes trust, transparency, and service excellence. The City will enhance fire and police operations through accreditation, outreach, and facility upgrades. Efforts include supporting vulnerable populations, improving staff wellness, and recruiting top talent. Long term planning for future facilities and equipment ensures readiness and resilience. Key metrics track staffing, community engagement, and infrastructure investments to strengthen safety for all.

Strategic Priority 1:
Governmental Excellence

Objective:
Attract, hire, develop, and retain high performing employees

Department(s):
Executive

Strategies:
1. Partner with NMU and other local organizations to offer internship and fellowship opportunities

2. Promote the City of Marquette as a desirable workplace through community engagement, social media, and partnerships with local organizations

3. Establish regular opportunities for staff-supervisor reviews to ensure open communication and constructive feedback among staff and leadership in each department

Metrics:
1. Reduce the turnover rate of employees within each department

2. Reduce the number of days to fill a vacancy

3. Begin staff to supervisor reviews in 2026

4. Establish questions and guidelines for staff to supervisor reviews by 2026

Objective:
Enhance workforce capabilities and interdepartmental collaboration through comprehensive professional development and cross training initiatives

Department(s):
Executive

Strategies:
1. Develop a city-wide professional development calendar with regular training sessions

2. Implement the staff academy program to allow for staff to learn about other departments and encourage community across departments

3. Ensure training opportunities are accessible and available to all staff, offering

Metrics:
1. Number of staff participating in at least one professional development activity annually

2. Number of participants in the staff academy annually

3. Increase in internal promotions or lateral moves across departments

Objective:
Improve fiscal responsibility and asset management

Department(s):
Community Development / Financial Services

Strategies:
1. Develop a debt management policy to guide when debt issuance is an appropriate means to fund projects

2. Develop a process for financing that includes the public, staff, and commission input, for when the City is exploring bonding for a project

3. Develop a capital reserve policy to establish a routine, budgetary commitment to long-term capital asset plans

4. Develop an Asset Management Plan to comprehensively assess city infrastructure and use data driven tools to inform future infrastructure decisions

Metrics:
1. Adoption of a capital reserve policy and the establishment of a Capital Reserve Construction fund by FY'27 budget adoption

2. Adoption of a Debt Management Policy by 2027

3. Develop an Asset Management Plan by 2027

Strategic Priority 2:
Economic Development and Prosperity

Objective:
Advance placemaking and development initiatives that strengthen Marquette's identity and livability while supporting a balanced community

Department(s):
Community Development / DDA / Executive

Strategies:
1. Develop a Fiscally Sustainable Tourism Plan for the City that addresses both economic development and social carrying capacity of the community

2. Update the Baraga Avenue Place Plan

3. Advocate for more fiscal tourism management options in Lansing alongside economic development partners

4. Continue to regulate both short and long term rentals for the safety and well-being of the community

5. Update the Renter's Guide for tenants living in Marquette

Metrics:
1. Start research and input on a Fiscally Sustainable Tourism Plan in 2026

2. Update the Baraga Avenue Place Plan and reconcile with the Asset Management and Capital Improvement Plans by 2027

3. Establish a bi-monthly presence in Lansing to meet with state legislators regarding the tools needed to manage tourism in Marquette

4. Complete Renter's Guide and distribute regularly at local events to educate tenants by the end of 2026

Objective:
Support the creation, retention, and growth of businesses

Department(s):
Community Development / DDA / Executive

Strategies:
1. Update the Economic Development Plan to include specific targets as well as defining the City's financial role with regards to financial and legislative initiatives

2. Continue to engage and advocate for Marquette on all levels of government through both administrative and legislative connections

3. Continue to explore and seek state and third party funding opportunities for economic development projects

Metrics:
1. Adoption and execution of an updated Economic Development Plan by 2026

2. Establish consistent reciprocal engagement with state and federal officials

3. Identify grants on a quarterly basis that are appropriate for the City of community stakeholders to apply for

Objective:
Strengthen economic resilience by investing in redevelopment, local entrepreneurship, and equitable infrastructure improvements

Department(s):
Community Development / DDA

Strategies:
1. Collaborate with regional partners to ensure support for start-ups and small businesses

2. Partner with Board of Light and Power to assess and plan for future energy storage and capacity needs to support economic growth and sustainability

3. Identify and activate underutilized commercial corridors through zoning updates, small business incentives, and alignment with MEDC priorities

4. Support and advertise mixed-use zoning and small scale commercial development in residential areas to encourage neighborhood level economic activity

Metrics:
1. Number of MEDC (or other EDO) supported small business developments and projects
2. Number of developments and improvements in underutilized commercial corridors
3. Developer/business owner guide produced to advertise development opportunities including zoning allowances

Strategic Priority 3:
Community Engagement

Objective:
Increase community feedback collection and integrate into city strategy, performance, and budget activities

Department(s):
Executive

Strategies:
1. Update the Public Participation Plan to include using more technology, and utilize across departments to encourage community engagement
2. Increase presence on various social media platforms, following trends to reach new demographics
3. Update and maintain the city website to reflect best practices and community needs

Metrics:
1. Increase public participation in continued planning processes across virtual and in-person engagement efforts
2. Increase social media post engagement by 25%
3. Increase social media followers across platforms to be at least 50% of interactions and 25% of views

Objective:
Enhance communication with the public and presence in the community

Department(s):
Executive

Strategies:
1. Utilize opportunities for in-person engagement in the community
2. Advertise community office hours and opportunities for engagement outside of meetings
3. Work with community partners to hold events or pop-ups with City staff

4. Continue programs like the citizens academy, and offer more opportunities for public education

Metrics:
1. Increase in attendance of community office hours
2. Establish and have regular attendance of events in the community
3. Have full attendance and applications to the annual citizens academy

Objective:
Increase availability and accessibility of information online

Department(s):
Executive

Strategies:
1. Develop a "projects" page on the website for continued updates on active projects around the City
2. Engage administrative staff across the City to help develop a frequently asked questions page using their most common interactions
3. Update the website to be fully accessible utilizing ADA recommendations

Metrics:
1. Online fee payment options identified and implemented in 2027
2. Early compliance with ADA website guidelines in 2026

Strategic Priority 4:
Health, Recreation, and Environment

Objective:
Start planning for fiscal and location feasibility of new facilities and facility upgrades as identified in the Parks and Recreation Master Plan

Department(s):
Community Services

Strategies:
1. Plan for future senior center facility including location options, cost, and needs
2. Manage upgrades and maintenance required for current senior center facility
3. Identify location and funding for year-round dog park
4. Review and track upgrade and maintenance costs and necessity for current parks and facilities

Metrics:
1. Complete plan for future senior center facility in 2027

2. Annual tracking of upgrade and maintenance costs for existing facilities, including prioritization based on usage, safety, and community feedback

3. Identification of at least two potential sites for a year-round dog park, along with preliminary cost estimates and funding options in 2026

Objective:
Work towards public space improvements in the downtown district

Department(s):
Community Development / DDA

Strategies:
1. Work with the Board of Light and Power to develop a strategy for utility burial in the DDA district

2. Renovate and update the Marquette Commons and Plaza

3. Support enhanced public space improvements incorporated into street projects within the DDA district

Metrics:
1. Coordinate an annual utility strategy with the Board of Light and Power

2. Develop and implement a renovation plan for the Marquette Commons and Plaza, with at least one major improvement completed by 2028

3. Identify and reconcile appropriate street projects with the Asset Management and Capital Improvement Plans by 2027

Objective:
Support climate adaptation and increase climate resiliency

Department(s):
Community Development / Executive / Facilities and Maintenance

Strategies:
1. Increase the knowledge, awareness, and understanding of climate change among staff, partners, community stakeholders, and residents

2. Enhance collaboration with partners on strategies and actions to address climate change

3. Create and begin implementing a Climate Action and Adaptation Plan in partnership with the community that works in conjunction with the Community Master Plan

4. Continue to update infrastructure like stormwater and sewer to handle adverse weather conditions

5. Ensure city offices and vehicles are efficient with energy use to reduce carbon footprint

Metrics:
1. Start seeking input and research for a Climate Action and Adaptation Plan in 2026
2. Adopt a Climate Action and Adaptation Plan in 2027
3. Energy use in city buildings and fleet decreases

Strategic Priority 5:
Mobility Management

Objective:
Enhance pedestrian mobility and safety through seasonal and long-term infrastructure planning

Department(s):
Community Development / DDA / Public Works

Strategies:
1. Ensure sidewalk snow removal routes prioritize school zones and high-traffic pedestrian areas
2. Develop a sidewalk ordinance that makes abutting property owners responsible for clearing snow from sidewalks to ensure walkability
3. Maintain a high level of snow removal service for residents and commuters

Metrics:
1. Adoption of sidewalk clearing ordinance in 2026
2. Percentage of school adjacent sidewalks cleared before school start times in winter

Objective:
Expand infrastructure to support sustainable and active transportation modes

Department(s):
Community Development / Executive

Strategies:
1. Develop and implement an Active Transportation Plan, for information and guidance on different forms of micro mobility
2. Conduct a bike safety and traffic study, including bike lanes and improving signage
3. Identify and implement solutions for mobility challenges on 3rd street

Metrics:
1. Adoption of an Active Transportation Plan by 2027
2. Number of miles of bike lanes that are painted or improved annually
3. Completion of 3rd Street mobility improvement plan by 2027

Strategic Priority 6:
Public Safety

Objective:
Provide professional public safety services that enhance trust, transparency, accountability, and the safety of every resident, employer, employee, and visitor

Department(s):
Fire Department / Police Department

Strategies:
1. Implement and maintain industry best practices in fire, EMS, and law enforcement service delivery, including accreditation and standards of cover
2. Expand community engagement and education through outreach, prevention programs, and accessible public information
3. Plan for and improve facilities and infrastructure to support modern public safety operations, training, and security
4. Support vulnerable populations including proactive strategies to address homelessness and mental health crises

Metrics:
1. Achieve re-accreditation for the police department by 2028
2. Document and assess community policing and outreach efforts annually
3. Conduct wage and compensation, community risk analysis, and standard of cover study for the fire department in 2026
4. Launch IROL self-inspection program and update fire education in 2026

Objective:
Retain and recruit exceptional staff in the fire and police departments

Department(s):
Fire Department / Police Department

Strategies:
1. Enhance workforce wellness and resilience through physical, mental, and behavioral health programs
2. Implement annual medical and fitness testing for fire personnel
3. Develop strategies to continually improve the working environment, offering personal growth and promotional opportunities
4. Leverage MCOLES funding for hiring and training new police recruits
5. Provide comprehensive mental health training for officers

Metrics:
1. Reach and maintain 100% staffing levels in both police and fire departments
2. Reduce turnover rate of employees in both police and fire departments
3. Implement annual medical and fitness testing for fire personnel in 2026
4. Increased number of applicants when open fire and police positions are posted

Objective:
Explore and plan for future public safety facilities and equipment upgrades

Department(s):
Fire Department / Police Department

Strategies:
1. Fire and police departments engage in determining what the needs are for a new facility and what equipment is needed
2. Work with other departments to explore the fiscal feasibility of a new facility, and a possible timeline
3. Develop a public safety facility plan laying out the cost, possible locations, and project details

Metrics:
1. Public safety facility plan is developed and completed in 2027
2. Funding identified for police and fire water safety boat by 2027
3. Funding identified for upgrade and replacement of ladder truck in 2026

Metric	Strategic Priority	Timeline
Establish questions and guidelines for staff to supervisor reviews	Governmental Excellence	by 2026
Adoption and execution of an updated Economic Development Plan	Economic Development and Prosperity	by 2026
Start seeking input and research for a Climate Action and Adaptation Plan	Health, Recreation, and Environment	by 2026
Begin staff to supervisor reviews	Governmental Excellence	in 2026
Start research and input on a Fiscally Sustainable Tourism Plan	Economic Development and Prosperity	in 2026
Establish a bi-monthly presence in Lansing to meet with state legislators regarding the tools needed to manage tourism in Marquette	Economic Development and Prosperity	in 2026
Early compliance with ADA website guidelines	Community Engagement	in 2026
Identification of at least two potential sites for a year-round dog park, along with preliminary cost estimates and funding options	Health, Recreation, and Environment	in 2026
Adoption of a sidewalk clearing ordinance	Mobility Management	in 2026
Conduct wage and compensation, community risk analysis, and standard of cover study for the fire department	Public Safety	in 2026
Launch IROL self-inspection program and update fire education	Public Safety	in 2026
Implement annual medical and fitness testing for fire personnel	Public Safety	in 2026
Funding identified for upgrade and replacement of ladder truck	Public Safety	in 2026
Adoption of a capital reserve policy and the establishment of a Capital Reserve Construction fund	Governmental Excellence	by 2027
Adoption of a Debt Management Policy	Governmental Excellence	by 2027
Develop an Asset Management Plan	Governmental Excellence	by 2027
Update the Baraga Avenue Place Plan and reconcile with the Asset Management and Capital Improvement Plans	Economic Development and Prosperity	by 2027
Complete Renter's Guide and distribute regularly at local events to educate tenants	Economic Development and Prosperity	by 2027

Metric	Strategic Priority	Timeline
Identify and reconcile appropriate street rebuilding projects with the Asset Management and Capital Improvement Plans	Health, Recreation, and Environment	by 2027
Adoption of an Active Transportation Plan	Mobility Management	by 2027
Completion of 3rd Street mobility improvement plan	Mobility Management	by 2027
Funding identified for police and fire water safety boat	Public Safety	by 2027
Online fee payment options identified and implemented	Community Engagement	in 2027
Complete plan for future senior center facility	Health, Recreation, and Environment	in 2027
Adopt a Climate Action and Adaptation Plan	Health, Recreation, and Environment	in 2027
Public safety facility plan is developed and completed	Public Safety	in 2027
Develop and implement a renovation plan for the Marquette Commons and Plaza, with at least one major improvement completed	Health, Recreation, and Environment	by 2028
Achieve re-accreditation for the police department	Public Safety	by 2028
Reduce the turnover rate of employees within each department	Governmental Excellence	continuous
Reduce the number of days to fill a vacancy	Governmental Excellence	continuous
Increase the number of staff participating in at least one professional development activity annually	Governmental Excellence	continuous
Increase the number of participants in the staff academy annually	Governmental Excellence	continuous
Increase in internal promotions or lateral moves across departments	Governmental Excellence	continuous
Establish consistent reciprocal engagement with state and federal officials	Economic Development and Prosperity	continuous
Establish a bi-monthly presence in Lansing to meet with state legislators regarding the tools needed to manage tourism in Marquette	Economic Development and Prosperity	continuous
Identify grants on a quarterly basis that are appropriate for the City of community stakeholders to apply for	Economic Development and Prosperity	continuous
Increase number of MEDC (or other EDO) supported small business developments and projects	Economic Development and Prosperity	continuous

Metric	Strategic Priority	Timeline
Increase number of developments and improvements in underutilized commercial corridors	Economic Development and Prosperity	continuous
Developer/business owner guide produced to advertise development opportunities including zoning allowances	Economic Development and Prosperity	continuous
Increase public participation in continued planning processes across virtual and in person engagement efforts	Community Engagement	continuous
Increase social media post engagement by 25%	Community Engagement	continuous
Increase social media followers across platforms to be at least 50% of interactions and 25% of views	Community Engagement	continuous
Increase in attendance of community office hours	Community Engagement	continuous
Establish and have regular attendance of events in the community	Community Engagement	continuous
Have full attendance and applications to the annual citizens academy	Community Engagement	continuous
Annual tracking of upgrade and maintenance costs for existing facilities, including prioritization based on usage, safety, and community feedback	Health, Recreation, and Environment	continuous
Coordinate an annual utility strategy with the Board of Light and Power	Health, Recreation, and Environment	continuous
Energy use in city buildings decreases	Health, Recreation, and Environment	continuous
Percentage of school adjacent sidewalks cleared before school start times in winter	Mobility Management	continuous
Number of miles of bike lanes that are painted or improved annually	Mobility Management	continuous
Document and assess community policing and outreach efforts annually	Public Safety	continuous
Reach and maintain 100% staffing levels in both police and fire departments	Public Safety	continuous
Reduce turnover rate of employees in both police and fire departments	Public Safety	continuous
Increased number of applicants when open fire and police positions are posted	Public Safety	continuous

Resolution to Adopt the City of Marquette Strategic Plan For Fiscal Years 2026-2028

WHEREAS, section 13-9 of the Charter of the City of Marquette requires the development of a strategic plan for the City; and,

WHEREAS, the City Commission conducted two Work Sessions on July 11 and August 11, 2025 to give input and review recommendations; and

WHEREAS, the City Manager, Community Development Director and staff reviewed goals, objectives and strategic priorities; and,

WHEREAS, the process included reconciliation with the Community Master Plan, and other associated Plans adopted by reference, as well as information and data relating to other known projects and initiatives; and,

WHEREAS, through staff review and City Commission Work Sessions, six strategic priorities were identified and evaluated:

- Governmental Excellence
- Economic Development and Prosperity
- Community Engagement
- Health, Recreation, and Environment
- Mobility Management
- Public Safety

NOW, THEREFORE, BE IT RESOLVED, that the Marquette City Commission hereby adopts the City of Marquette Strategic Plan for Fiscal Years 2026-2028.

This resolution was offered by _____ and supported by _____

Roll Call Vote

Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED

Duly adopted by the Marquette City Commission on September 29, 2025

_____
Jessica Hanley, Mayor

Certified to be a true copy on _____.

_____
Kyle Whitney, City Clerk

Agenda Date: 9/29/2025

New Business
City Attorney Evaluation

BACKGROUND:

The City Charter requires an annual performance evaluation of the City Attorney. In July, the City Commission authorized the Mayor to appoint a subcommittee to perform this evaluation and make recommendations for changes to the contract. The Mayor subsequently appointed Commissioner Ottaway, Mayor Pro-Tem Schloegel, and Mayor Hanley to the evaluation subcommittee.

The subcommittee met earlier this month and the overall evaluation was very positive. The City Attorney has successfully met all the City Charter requirements for her position and has met with a representative of the subcommittee to discuss feedback on the review.

Following the review, the subcommittee has recommended extending the terms of the contract by one year to September 30, 2028 and increasing the salary 5%.

FISCAL EFFECT:

The City Attorney salary will be increased by 5%.

RECOMMENDATION:

Approve the City Attorney's annual performance evaluation and amend the contract to reflect a 5% salary increase and term extension to September 30, 2028.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 9/29/2025

New Business
City Manager Evaluation

BACKGROUND:

The City Charter requires an annual performance evaluation of the City Manager. In July, the City Commission authorized the Mayor to appoint a subcommittee to perform this evaluation and make recommendations for changes to the contract. The Mayor subsequently appointed Commissioner Ottaway, Mayor Pro-Tem Schloegel, and Mayor Hanley to the evaluation subcommittee.

The subcommittee met earlier this month and the overall evaluation was very positive. The Manager has successfully met all the City Charter requirements for her position and the majority of City Commissioners awarded her the highest rating in all other performance categories. The Manager has met with a representative of the subcommittee to discuss feedback on the review.

The subcommittee has recommended extending the terms of the contract by one year to September 30, 2028 and increasing the salary 5%. Additionally, the committee recommends increasing the length of the City Manager's severance terms from a base of six months to up to 12 months with commensurate service credit if terminated without cause.

FISCAL EFFECT:

The City Manager salary will be increased by 5%.

RECOMMENDATION:

Approve the City Manager's annual performance evaluation and amend the contract to reflect a 5% salary increase, term extension to September 30, 2028, and a modified severance clause.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available