City of Marquette, MI

Meeting Agenda
City Commission

300 West Baraga Ave
Marquette, Michigan
49855

Monday, August 10, 2026
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)
   Christina Gervasi to the Marquette Brownfield Redevelopment Authority for an unexpired term ending 2-1-29

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

Presentation(s)

2. Local Development Finance Authority, by Leslie Hartman

Consent Agenda

3. **Consent Items**

   3.a Approve the minutes of the August 6, 2026 special City Commission meeting

   3.b Approve the total bills payable in the amount of $3,394,506.73

   3.c Collateral Assignment of Amended Reimbursement Agreement Vault Marquette

   d. Hypochlorite Generator Cell Replacement

   3.e Marquette Cultural Trailhead - Construction Contract Change Order

New Business

4. Resolution- Sustainable Tourism (Roll Call Vote)

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, August 10, 2026

Consent Agenda

Approve the minutes of the August 6, 2026 special City Commission meeting

BACKGROUND:

FISCAL EFFECT:

RECOMMENDATION:

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:
1. 08-06-26.cc.sp.minutes

City of Marquette, MI

Meeting Minutes
City Commission

300 West Baraga Ave
Marquette, Michigan
49855

August 6, 2026
9:00 AM
Commission Chambers

Special Meeting

Call to Order, Pledge of Allegiance and Roll Call

Mayor Schloegel called the meeting to order at 9 a.m.

Present: *Sally Davis, Paul Schloegel, Michael Larson, Cary Gottlieb, Jessica Hanley,*
Absent: *Cody Mayer and Jermey Ottaway*

Carry Gottlieb moved to Excuse Commissioner Mayer and Commissioner Ottaway for personal reasons, seconded by Jessica Hanley. The motion carried unanimously.

Approval of the Agenda

Sally Davis moved to Approve the agenda as presented, seconded by Michael Larson. The motion carried unanimously.

Announcements

Mayor Schloegel had no announcements.

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

There were no public comments.

Consent Agenda -

1. **Consent Items**

Jessica Hanley moved to Approve the Consent Agenda as written, seconded by Michael Larson. The motion carried unanimously.

1.a Approve the minutes of the July 27, 2026 regular City Commission meeting

New Business

1. Budget Overview

Staff, led by the City Manager, Deputy City Manager, and Chief Financial Officer, presented a preliminary overview of the proposed Fiscal Year 2027 budget, emphasizing that departmental operations and service levels remain largely consistent with the current year. General Fund revenues are projected to increase modestly, while state-shared revenue and grant funding are expected to decline. Staff and Commissioners discussed options for moving forward without heavy reliance on fund balance.

The Commission discussed several major facility requests, including the City Hall roof, Presque Isle Bandshell restrooms, MooseWood Nature Center roof, and Arts and Culture Master Plan. Staff discussed options for postponing certain projects or pursuing grants, partnerships, bonding, and other funding sources.

Staff also reviewed outstanding debt, anticipated debt retirements, and a potential multi-year bond issuance for street, utility, marina, and other capital improvements. There was also discussion of a future capital outlay tour that would include additional discussion of proposed projects, street conditions, infrastructure needs, and project prioritization.

The proposed budget follows the previously established water and sewer rate schedule and includes increases to water, sewer, stormwater, and solid-waste charges. Staff also reviewed street funding, brownfield redevelopment obligations and future revenues, as well as planned motor-pool equipment purchases.

The meeting recessed for lunch at 11:30 a.m. and reconvened at 12:30 p.m.

The budget discussion continued with a review of potential bonding for select Capital Improvement Projects. The CFO provided a high-level overview of the bonding process and its role in financing major capital investments.

The discussion then shifted to the City's Strategic Plan. The City Manager explained that the Strategic Plan serves as the framework for establishing budget priorities. The City's primary strategic priorities include Governmental Excellence, Economic Development and Prosperity, Health, Recreation and Environment, Mobility Management, Community Engagement, and Public Safety.

The City Manager also reviewed key metrics associated with each priority area and provided updates on their progress and anticipated completion timelines.

The budget presentation concluded with an overview of next steps, including a capital outlay tour, the scheduling of a budget hearing for September 14, and presentation of the final proposed budget and public hearing on September 28.

Comments from the Commission

Commissioners expressed appreciation for staff efforts throughout the budget development process and acknowledged staff's optimism regarding the City's future. There was also general support for the concept of a self-guided capital outlay tour.

Comments from the City Manager

City Manager Karen Kovacs thanked the Commission for their engagement and conversation throughout the budget discussion.

Adjournment

Mayor Schloegel adjourned the meeting at 1:55 p.m.

________________________ ________________________

Paul Schloegel, Mayor **Kyle Whitney, City Clerk**

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City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, August 10, 2026

Consent Agenda

Collateral Assignment of Amended Reimbursement Agreement Vault Marquette

BACKGROUND:

IncredibleBank, the financing entity for the Trestle/Vault Parking Facility project, is requesting a collateral assignment for Brownfield TIF revenues and certification and consent of that assignment by the Brownfield Authority and the City.

Section 10.3 of the Amended Reimbursement Agreement between Marquette Vault, LLC, 100 South Lakeshore Blvd, LLC, the MBRA and the City of Marquette provides for the assignment of rights, including Brownfield TIF reimbursement, with the written consent of all parties, which consent will not be unreasonably withheld.

There are four documents to effectuate this arrangement:

1. The Collateral Assignment of Amended Reimbursement Agreement between 100 South Lakeshore Blvd, LLC and IncredibleBank
2. Acknowledgment and Consent by Marquette Vault, LLC of the Collateral Assignment
3. Municipal Certificate – MBRA acknowledging and consenting to the Collateral Assignment
4. Municipal Certificate – City of Marquette acknowledging and consenting to the Collateral Assignment

Consent of the Collateral Assignment is required by the Brownfield Authority and the City, as well as Marquette Vault, LLC under Section 10.3 of the Amended Reimbursement Agreement.

The MBRA reviewed and approved the Municipal Certificate – MBRA and recommended approval of the Municipal Certificate – City of Marquette to the City Commission.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the Municipal Certificate, and authorize the Mayor to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Collateral Assignment of Amended Reimbursement Agreement

<u>COLLATERAL ASSIGNMENT OF AMENDED REIMBURSEMENT AGREEMENT</u>

THIS COLLATERAL ASSIGNMENT OF AMENDED REIMBURSEMENT AGREEMENT (this "**Assignment**") made as of the _____ day of __________, 2026, by 100 South Lakeshore Blvd, LLC, with offices at PO Box 14, 47711 Gundlach Rd, Houghton, MI 49931 ("**Assignor**") to and in favor of IncredibleBank ("**Assignee**"), whose address is 327 N. 17th Avenue, Wausau, WI 54401.

<u>W I T N E S S E T H</u>:

THAT, WHEREAS, Assignor has executed a certain Promissory Note dated of even date herewith (the "**Note**"), payable to the order of Assignee in the stated principal amount of FOUR MILLION SIX HUNDRED EIGHTY THOUSAND AND NO/100THS DOLLARS ($4,680,000.00) (the "**Loan**"); and

WHEREAS, the Note is secured by, among other things, that certain Mortgage dated of even date herewith (the "**Security Instrument**"), made by Assignor in favor of Assignee, encumbering that certain real property more particularly described on **<u>Exhibit A</u>** attached hereto and incorporated herein by this reference, together with all buildings and other improvements now or hereafter located thereon (collectively, the "**Improvements**") (said real property and the Improvements are hereinafter sometimes collectively referred to as the "**Property**"); and

WHEREAS, Assignor is a party to that certain Amended Reimbursement Agreement between the City of Marquette, Marquette Brownfield Redevelopment Authority ("**MBRA**"), Marquette Vault, LLC ("**Vault Developer**"), and Assignor dated April 24, 2026 (the "**Reimbursement Agreement**"), which Reimbursement Agreement covers, among other things, both Assignor's redevelopment of the Property (the "**Trestle Project**") and Vault Developer's separate redevelopment of the adjacent parcel commonly known as 101 S. Front Street, Marquette, Michigan (the "**Vault Project**"); and

WHEREAS, the parties acknowledge that the Reimbursement Agreement, the associated Brownfield Plan (as defined in the Reimbursement Agreement), and the tax increment financing available thereunder cover both the Trestle Project and the Vault Project, and the parties intend that this Assignment relate solely to Assignor's right, title, and interest in and to the Reimbursement Agreement and the Developer Payments attributable to the Trestle Project, and that this Assignment shall not extend to, encumber, or otherwise impair Vault Developer's separate right, title, and interest in and to the Reimbursement Agreement, the Vault Project, or any Brownfield Tax Increment Revenue (as defined in the Reimbursement Agreement) or other incentive financing solely allocable or attributable to the Vault Project, including upon any foreclosure or other exercise of remedies by Assignee under the Loan Documents (as defined below);

WHEREAS, Assignor is desirous of further securing to Assignee the performance of the terms, covenants, and agreements hereof and of the Note, the Security Instrument, and each other document and agreement evidencing, securing, guaranteeing, or otherwise relating to the indebtedness evidenced by the Note (the Note, the Security Instrument, and such other documents and agreements, as each of the foregoing may from time to time be amended, consolidated, renewed, or replaced, being collectively referred to herein as the "**Loan Documents**");

NOW, THEREFORE, in consideration of the making of the Loan evidenced by the Note by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably, absolutely, and unconditionally transfer, sell, assign, pledge, and convey to Assignee, its successors, and assigns, all of the right, title, and interest of Assignor in, to, and under:

(a) the Reimbursement Agreement, solely to the extent relating to Assignor and the Trestle Project, and expressly excluding any right, title, or interest of Vault Developer in the Reimbursement Agreement, the Vault Project, or any Brownfield Tax Increment Revenues or other incentive financing allocable or attributable to the Vault Project; and

(b) all revenues, accounts, rights, benefits, and income of every nature of and from the Reimbursement Agreement that are allocable or attributable to Assignor or the Trestle Project, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Assignor may have against any party to the Reimbursement Agreement arising out of or relating to the Trestle Project (collectively, the "**Developer Payments**"); provided, that the term "Developer Payments" shall not include, and this Assignment shall not extend to, any revenue, account, right, benefit, income, Brownfield Tax Increment Revenue, grant, loan, or other incentive financing solely allocable or attributable to Vault Developer or the Vault Project.

TO HAVE AND TO HOLD the same unto Assignee, its successors, and assigns.

IT IS AGREED that, notwithstanding that this instrument is a present, absolute, and executed assignment of the Developer Agreement and of the Developer Payments and a present, absolute, and executed grant of the powers herein granted to Assignee, Assignor is hereby permitted, and is hereby granted a license by Assignee, to retain possession of the Developer Payments and obligations of the Reimbursement Agreement unless and until there shall be a default or an Event of Default (as such term is defined in any of the Loan Documents and the Reimbursement Agreement) under the terms of any of the Loan Documents or Reimbursement Agreement, which default or Event of Default has not been cured within any applicable grace or cure period. In the event of such uncured default or Event of Default, the aforementioned license granted to Assignor shall automatically terminate without notice to Assignor, and Assignee may thereafter, without taking possession of the Property, demand, collect (by suit or otherwise), receive, and give valid and sufficient receipts for any and all of the Developer Payments or take possession of the Reimbursement Agreement, for which purpose Assignor does hereby irrevocably make, constitute, and appoint Assignee its attorney-in-fact with full power to appoint substitutes or a trustee to accomplish such purpose (which power of attorney shall be irrevocable so long as any portion of the Loan is outstanding shall be deemed to be coupled with an interest, shall survive the voluntary or involuntary dissolution of Assignor and shall not be affected by any disability or incapacity suffered by Assignor subsequent to the date hereof). Further, from and after such termination, Assignor shall be the agent of Assignee in collection of the Developer Payments, and any Developer Payments so collected by Assignor shall be held in trust by Assignor for the sole and exclusive benefit of Assignee and Assignor shall, within one (1) business day after receipt of any Developer Payments, pay the same to Assignee to be applied by Assignee as hereinafter set forth. Furthermore, from and after such uncured default or Event of Default and termination of the aforementioned license, Assignee shall have the right and authority, without any notice whatsoever to Assignor and without regard to the adequacy of the security therefor, to demand, collect, receive, and sue for the Developer Payments under the provisions of the Reimbursement Agreement. The exercise by Assignee of the rights granted Assignee in this paragraph, and the collection of the Developer Payments and the application thereof as herein provided, shall not be considered a waiver by Assignee of any default or Event of Default under the Loan Documents or prevent foreclosure of any liens on the Property nor shall such exercise make Assignee liable under the Reimbursement Agreement, Assignee hereby expressly reserving all of its rights and privileges under the Security Instrument and the other Loan Documents as fully as though this Assignment had not been entered into.

Without limiting the rights granted hereinabove, in the event Assignor shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace or cure period set forth in any of the Loan Documents, then Assignee may, but shall not be obligated to, without prior notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, make or perform the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, performing or discharging any obligation, covenant, or agreement of Assignor under the Reimbursement Agreement, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel, and incurring and paying attorneys' fees. Any sum advanced or paid by Assignee for any such purpose, including, without limitation, attorneys' fees, together with interest thereon at the Default Interest Rate (as defined in the Note) from the date paid or advanced by Assignee until repaid by Assignor, shall immediately be due and payable to Assignee by Assignor on demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants, and conditions:

1. This Assignment shall not operate to place responsibility for the control, care, management, or repair of the Property upon Assignee, nor for the performance of any of the terms and conditions of the Reimbursement Agreement, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by the tenants or any other party or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair, or control of the Property. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure or inability to collect Developer Payments, or from any

other act or omission of Assignee with respect to the Reimbursement Agreement. Assignor shall and does hereby indemnify and hold Assignee harmless from and against any and all liability, loss, claim, demand, or damage which may or might be incurred by reason of this Assignment, including, without limitation, all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the Reimbursement Agreement. Should Assignee incur any liability by reason of this Assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, costs, expenses, and attorneys' fees, together with interest thereof at the Default Interest Rate from the date paid or incurred by Assignee until repaid by Assignor, shall be immediately due and payable to Assignee by Assignor upon demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

2. This Assignment shall not be construed as making Assignee a mortgagee in possession.

3. Assignee is obligated to account to Assignor only for such Developer Payments as are actually collected or received by Assignee.

4. Assignor hereby further presently and absolutely assigns to Assignee subject to the terms and provisions of this Assignment: (a) any award or other payment which Assignor may hereafter become entitled to receive with respect to the Reimbursement Agreement as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving any obligor thereunder; and (b) any and all payments made by or on behalf of any obligor thereunder in lieu of Developer Payments. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to, from and after the occurrence of a default or an Event of Default by Assignor hereunder or under any of the other Loan Documents which has not been cured within any applicable grace or cure period, appear in any such proceeding and to collect any such award or payment, which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the Loan evidenced by the Note.

5. Assignor represents, warrants, and covenants to and for the benefit of Assignee: (a) that Assignor now is the absolute owner of all right, title, and interest of the developer under the Reimbursement Agreement, in each case solely as such right, title, and interest relates to Assignor and the Trestle Project, with full right and title to assign the same and the Rents due or to become due thereunder; (b) that, other than this Assignment and those assignments, if any, specifically permitted in the Security Instrument, there are no outstanding pledges or assignments of the Reimbursement Agreement or Developer Payments; (c) that no Developer Payments have been anticipated, discounted, released, waived, compromised, or otherwise discharged; (d) that there are no material defaults now existing under any of the Developer Agreement by any party thereto, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default thereunder; (e) that Assignor has and shall duly and punctually observe and perform all covenants, conditions, and agreements in the Developer Agreement on the part of the developer to be observed and performed thereunder; and (f) the Reimbursement Agreement is

in full force and effect and are the valid and binding obligations of Assignor, and, to the knowledge of Assignor, are the valid and binding obligations of other parties thereto.

6. Assignor covenants and agrees that Assignor shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Reimbursement Agreement or the obligations, duties, or liabilities of the parties thereunder, and shall pay on demand all costs and expenses, including, without limitation, attorneys' fees, which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such action or proceeding, together with interest thereon at the Default Interest Rate from the date incurred by Assignee until repaid by Assignor.

7. At any time, Assignee may, at its option, notify any other party to the Reimbursement Agreement, including, but not limited to the MBRA, or other parties of the existence of this Assignment. Assignor does hereby specifically authorize, instruct and direct each and every present and future party to the Reimbursement Agreement to pay all unpaid and future Developer Payments to Assignee upon receipt of demand from Assignee to so pay the same, and Assignor hereby agrees that each such present and party to the Reimbursement Agreement may rely upon such written demand from Assignee to so pay said Developer Payments without any inquiry into whether there exists a default or Event of Default hereunder or under the other Loan Documents or whether Assignee is otherwise entitled to said Developer Payments. Assignor hereby waives any right, claim, or demand which Assignor may now or hereafter have against any present or future party to the Reimbursement Agreement by reason of such payment of Developer Payments to Assignee, and any such payment shall discharge such obligation to make such payment to Assignor. For the avoidance of doubt, the foregoing authorization and direction apply solely to Developer Payments attributable to the Trestle Project, and shall not apply to, and no party to the Reimbursement Agreement shall be authorized or directed to pay to Assignee, any payment, revenue, or incentive solely payable or attributable to Vault Developer or the Vault Project.

8. Assignee may take or release any security for the indebtedness evidenced by the Note, may release any party primarily or secondarily liable for the indebtedness evidenced by the Note, may grant extensions, renewals, or indulgences with respect to the indebtedness evidenced by the Note, and may apply any other security therefor held by it to the satisfaction of any indebtedness evidenced by the Note without prejudice to any of its rights hereunder.

9. The acceptance of this Assignment and the collection of the Developer Payments in the event Assignor's license is terminated, as referred to above, shall be without prejudice to Assignee. The rights of Assignee hereunder are cumulative and concurrent, may be pursued separately, successively, or together and may be exercised as often as occasion therefor shall arise, it being agreed by Assignor that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of Assignee, at law or in equity or otherwise, so long as any obligation under the Loan Documents remains unsatisfied.

10. All rights of Assignee hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor shall bind its successors and assigns and any subsequent

owner of the Property or who are otherwise subject to the Reimbursement Agreement. All rights of Assignee in, to, and under this Assignment shall pass to and may be exercised by any assignee of such rights of Assignee. Assignor hereby agrees that if Assignee gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee of the Assignee shall be immediate and absolute. Assignor will not set up any claim against Assignee or any intervening assignee as a defense, counterclaim, or set-off to any action brought by Assignee or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Reimbursement Agreement or Developer Payments.

11. It shall be an Event of Default hereunder (a) if any representation or warranty made herein by Assignor is determined by Assignee to have been false or misleading in any material respect at the time made, or (b) upon any failure by Assignor in the performance or observance of any other covenant or condition hereof and, to the extent such failure described in this subsection (b) is susceptible of being cured, the continuance of such failure for thirty (30) days after written notice thereof from Assignee to Assignor; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within said period of time, and if Assignor commences to cure such default promptly after receipt of notice thereof from Assignee, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, but not to exceed an additional sixty (60) days. Any such default not so cured shall be a default and an Event of Default under each of the other Loan Documents, entitling Assignee to exercise any or all rights and remedies available to Assignee under the terms hereof or of any or all of the other Loan Documents, and any default or Event of Default under any other Loan Document which is not cured within any applicable grace or cure period shall be deemed a default hereunder subject to no grace or cure period, entitling Assignee to exercise any or all rights provided for herein.

12. Failure by Assignee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Assignee of any Developer Payments pursuant to this Assignment shall constitute or result in a waiver of any default or Event of Default then existing hereunder or under any of the other Loan Documents.

13. If any provision under this Assignment or the application thereof to any entity, person, or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons, or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

14. This Assignment may not be amended, modified, or otherwise changed except by a written instrument duly executed by Assignor and Assignee and consented to in writing by MBRA and the City, which individual consents shall not be unreasonably withheld, conditioned or delayed.

15. This Assignment shall be in full force and effect continuously from the date hereof to and until the Security Instrument has been released of record, and the release of the Security Instrument shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no further effect whatsoever.

16. All notices, demands, requests, or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Security Instrument.

17. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located, except to the extent that any of such laws may now or hereafter be preempted by Federal law, in which case such Federal law shall so govern and be controlling.

18. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

19. In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance, of the agreements, covenants, terms, and conditions contained herein, as well as the right to damages occasioned by any breach or default by Assignor.

20. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.

21. Assignor hereby covenants and agrees that Assignee shall be entitled to all of the rights, remedies, and benefits available by statute, at law, in equity, or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Assignee shall be entitled, upon application to a court of applicable jurisdiction, to the appointment of a receiver to obtain and secure the rights of Assignee hereunder and the benefits intended to be provided to Assignee hereunder.

[No Further Text on this Page; Signature Page Follows]

IN WITNESS WHEREOF, Assignor, intending to be legally bound hereby, has executed this Assignment as of the day and year first above written.

100 SOUTH LAKESHORE BLVD, LLC

By: ____
Name:____
Title:____

ACKNOWLEDGMENT

STATE OF ________________)
) ss.
COUNTY OF ______________)

This instrument was acknowledged before me on the ________ day of _________, 20__, by the above named __________________ to me known to be the authorized member of 100 South Lakeshore Blvd, LLC, and the person who executed the foregoing instrument and acknowledged the same.

____
Notary Public in and for Said County and State

____
(Type, print or stamp the Notary's name below his or her signature.)
My Commission Expires___________________

ACKNOWLEDGEMENT AND CONSENT

THE FORGOING COLLATERAL ASSIGNMENT OF DEVELOPER AGREEMENT is hereby acknowledged and consented to by the undersigned as of the date first set forth in such Collateral Assignment of Developer Agreement. By its execution below, Vault Developer acknowledges and consents to the Assignment solely as it relates to Assignor's (Trestle Developer's) right, title, and interest in the Reimbursement Agreement and the Trestle Project. Vault Developer, Assignor, and Assignee agree that neither this Assignment nor any foreclosure, exercise of remedies, or other enforcement action taken by Assignee hereunder shall impair, encumber, or otherwise affect Vault Developer's separate right, title, and interest in and to the Reimbursement Agreement, the Vault Project, or any Brownfield Tax Increment Revenues or other incentive financing allocable or attributable to the Vault Project, all of which shall remain in full force and effect for the benefit of Vault Developer

MARQUETTE VAULT, LLC

By: ____
Name:______________________________________
Title:_______________________________________

ACKNOWLEDGMENT

STATE OF ________________)
) ss.
COUNTY OF ______________)

This instrument was acknowledged before me on the ________ day of _________, 20__, by the above named __________________ to me known to be the authorized member of Marquette Vault, LLC, and the person who executed the foregoing instrument and acknowledged the same.

____
Notary Public in and for Said County and State

____
(Type, print or stamp the Notary's name below his or her signature.)
My Commission Expires___________________

EXHIBIT A

Legal Description

Sub-Parcel W Description:

Part of Lot Two (2), Lot Three (3), Part of Lot Seven (7) lying East of the West 25 feet of Lot Seven (7), part of Lot Eight (8) and part of Lot Nine (9) all in Block Number Seventeen (17) of the "Map of That Part of the Town of Marquette Included in Lot Number Two (2), of Fractional Section Twenty-Three (23), Township Forty-eight (48) North, Range Twenty-five (25) West" commonly known as the Thirty-Six Acre Plat, City of Marquette, Marquette County, Michigan, more precisely described as follows:

Commencing at the Northwest Corner of Lot 5, monumented by a Mag nail with a brass washer PS 58062, located in the Southeast quadrant of Washington Street and Front Street in the City of Marquette; thence South 77 deg. 33 min. 48 sec. East along the North line of Lot 5 and the North line of Lot 4, a distance of 127.02 feet to the Northeast corner of Lot 4 of said plat monumented by a 5/8 inch rebar with PS 58062 cap and the Point of Beginning; thence continuing South 77 deg. 33 min. 48 sec. East along the North lines of Lot 3 and 2 a distance of 91.70 feet to a point; thence South 26 deg. 47 min. 56 sec. East a distance of 218.01 feet to a point on the South line of Lot 8; thence North 77 deg. 33 min. 35 sec. West along the South line of Lots 7 and 8 a distance of 76.05 feet to a point marking the West 25 feet line of Lot 7 and being monumented by a Mag nail with a brass washer PS 58062; thence North 12 deg. 24 min. 54 sec. East along a line marking the West 25 feet of Lot 7 a distance of 110.63 feet to the South line of Lot 4; thence South 77 deg. 33 min. 45 sec. East along the South line of Lot 4 a distance of 38.50 feet to the Southwest corner of Lot 3 monumented by a 5/8 inch rebar with PS 58062 cap; thence North 12 deg. 25 min. 33 sec. East a distance of 100.58 feet to the Northeast corner of Lot 4 monumented by a Mag nail with a brass washer PS 58062 and the Point of Beginning.

MUNICIPAL CERTIFICATE - MBRA

To: IncredibleBank
327 North 17th Avenue
Wausau, Wisconsin, 54401

Attn: Christian Palomaki

The undersigned Marquette Brownfield Redevelopment Authority (the "**MBRA**"), is a party to that certain Amended Reimbursement Agreement dated April 24, 2026 (as amended, modified, supplemented, or restated from time to time, the "**Reimbursement Agreement**") by and between the City of Marquette, MBRA, Marquette Vault, LLC, a Michigan limited liability company ("**Vault Developer**"), and 100 South Lakeshore Blvd LLC, a Michigan limited liability company (the "**Trestle Developer**", who, together with the Vault Developer are sometimes referred to as the "**Developers**"). The Reimbursement Agreement relates to the redevelopment and incentives therefore with respect to the redevelopment by Vault Developer of property commonly known as 101 S. Front Street, including a boutique hotel in an historic building and development by Trestle Developer of property commonly known as 119 S. Lakeshore Boulevard, including a newly constructed 70,000 square foot building, and a joint development by the Developers of a 120 stall parking structure (the "**Projects**").

The MBRA acknowledges that the Trestle Developer has assigned and granted a security interest in its entire right, title, and interest under the Reimbursement Agreement to IncredibleBank (the "**Bank**") pursuant to a Collateral Assignment of Reimbursement Agreement of even date herewith (the "**Assignment**"), of the Trestle Developer in favor of Bank, as security for a loan facility (the "**Facility**") extended by Bank to the Trestle Developer in the stated principal amount of Four Million Six Hundred Eighty Thousand and No/100ths Dollars ($4,680,000.00) dated of even date herewith, as amended, modified, supplemented, or restated from time to time, by and between the Trestle Developer and Bank.

A. <u>MBRA Agreements:</u>

The MBRA, for the benefit of Bank and in order to induce Bank to extend the Facility, hereby confirms and agrees that:

1. It consents to the Assignment described above and waives all provisions of the Reimbursement Agreement which would impair, hinder, or prevent the making of the Assignment by the Trestle Developer, this consent of the MBRA, or the enforcement of the Assignment by Bank against the Trestle Developer, in each case solely as such provisions relate to the Trestle Developer's interest in the Reimbursement Agreement and the Trestle Project; provided, that nothing in this paragraph waives, impairs, or otherwise affects any provision of the Reimbursement Agreement as it relates to Vault Developer or the Vault Project.

2. If Bank acts to realize on the security interest granted by the Assignment, including, but not limited to, the collection of the Developer Payments (as defined in the Assignment), if any, due Trestle Developer thereunder directly from MBRA, upon notice thereof to MBRA, the MBRA will consent to such requests and actions on the part of Bank and will take instructions from Bank or its successors or assigns, without any additional charge or compensation to the MBRA.

3. MBRA will not amend or modify the Reimbursement Agreement in any manner with regard to the Trestle Developer's rights or obligations under the Reimbursement Agreement, the Trestle Project, or Bank's rights under the Assignment, without the express prior written consent of Bank; provided, that no such consent of Bank shall be required for any amendment or modification that relates solely to Vault Developer or the Vault Project and does not adversely affect the Trestle Developer, the Trestle Project, or Bank's rights under the Assignment.

B. Bank Agreements:

1. Bank acknowledges that obligations of the MBRA to make payments of Developer Payments are subject to certain obligations of Developers under the Reimbursement Agreement and certain other terms and conditions of the Reimbursement Agreement.

2. Bank will provide notice to MBRA within thirty (30) days of Bank declaring an event of default under the Facility which Bank reasonably believes will entitle Bank to realize on the security interest granted by the Assignment, and which actions may include, but not be limited to Bank assigning its rights under the Agreement to a third party as part of a resolution of such default, with the consent of the MBRA and the City which will not be unreasonably withheld, as provided in the Reimbursement Agreement.

3. Bank agrees that, notwithstanding the provisions of paragraph A.2 above, Bank will defend, indemnify and hold harmless MBRA from and against any and all liability whatsoever, whether joint or several, from any and all claims, actions, demands, causes of action, liabilities and obligations of whatever nature, whether now known or hereafter made known, anticipated or unanticipated, choate or inchoate, whether arising by tort, contract or otherwise, at law or in equity, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the MBRA by reason of MBRA's compliance with the Assignment and/or direction of the Bank; provided, however, that the obligations of Bank enumerated in this paragraph B.3. are not applicable to and do not extend to the enforcement of any rights or obtaining of any remedies that Bank or its successors or assigns may have pursuant to the Assignment or in enforcing any right and obtaining any remedies Bank or its successors or assigns may have as an assignee of the Reimbursement Agreement under the provisions of the Reimbursement Agreement.

Executed as of ________, 2026.

CITY OF MARQUETTE BROWNFIELD
REDEVELOPMENT AUTHORITY

By: ____
Name: Callie New
Title: Chair

Witness:

By: ____
Name:_______________________________________
Title:_______________________________________

INCREDIBLEBANK

By: ____
Name:_______________________________________
Title:_______________________________________

MUNICIPAL CERTIFICATE - CITY

To: IncredibleBank
327 North 17th Avenue
Wausau, Wisconsin, 54401

Attn: Christian Palomaki

The undersigned City of Marquette (the "**CITY**"), is a party to that certain Amended Reimbursement Agreement dated April 24, 2026 (as amended, modified, supplemented, or restated from time to time, the "**Reimbursement Agreement**") by and between the City of Marquette, Marquette Brownfield Redevelopment Authority ("**MBRA**"), Marquette Vault, LLC, a Michigan limited liability company ("**Vault Developer**"), and 100 South Lakeshore Blvd LLC, a Michigan limited liability company (the "**Trestle Developer**", who, together with the Vault Developer are sometimes referred to as the "**Developers**"). The Reimbursement Agreement relates to the redevelopment and incentives therefore with respect to the redevelopment by Vault Developer of property commonly known as 101 S. Front Street, including a boutique hotel in an historic building and development by Trestle Developer of property commonly known as 119 S. Lakeshore Boulevard, including a newly constructed 70,000 square foot building, and a joint development by the Developers of a 120 stall parking structure (the "**Projects**").

The CITY acknowledges that the Trestle Developer has assigned and granted a security interest in its entire right, title, and interest under the Reimbursement Agreement to IncredibleBank (the "**Bank**") pursuant to a Collateral Assignment of Reimbursement Agreement of even date herewith (the "**Assignment**"), of the Trestle Developer in favor of Bank, as security for a loan facility (the "**Facility**") extended by Bank to the Trestle Developer in the stated principal amount of Four Million Six Hundred Eighty Thousand and No/100ths Dollars ($4,680,000.00) dated of even date herewith, as amended, modified, supplemented, or restated from time to time, by and between the Trestle Developer and Bank.

A. <u>CITY Agreements:</u>

The CITY, for the benefit of Bank and in order to induce Bank to extend the Facility, hereby confirms and agrees that:

1. It consents to the Assignment described above and waives all provisions of the Reimbursement Agreement which would impair, hinder, or prevent the making of the Assignment by the Developer, this consent of the CITY, or the enforcement of the Assignment by Bank against the Trestle Developer, in each case solely as such provisions relate to the Trestle Developer's interest in the Reimbursement Agreement and the Trestle Project; provided, that nothing in this paragraph waives, impairs, or otherwise affects any provision of the Reimbursement Agreement as it relates to Vault Developer or the Vault Project.

2. If Bank acts to realize on the security interest granted by the Assignment, including, but not limited to, the collection of the Developer Payments (as defined in the Assignment), if any, due Developer thereunder directly from CITY, upon notice thereof to CITY, the CITY will consent to such requests and actions on the part of Bank and will take instructions from Bank or its successors or assigns, without any additional charge or compensation to the CITY.

3. CITY will not amend or modify the Reimbursement Agreement in any manner that would affect the Trestle Developer's rights or obligations under the Reimbursement Agreement, the Trestle Project, or Bank's rights under the Assignment, without the express prior written consent of Bank; provided, that no such consent of Bank shall be required for any amendment or modification that relates solely to Vault Developer or the Vault Project and does not adversely affect the Trestle Developer, the Trestle Project, or Bank's rights under the Assignment.

B. Bank Agreements:

1. Bank acknowledges that obligations of the CITY to make Developer Payments, are subject to certain obligations of Developer under the Reimbursement Agreement and certain other terms and conditions of the Reimbursement Agreement.

2. Bank will provide notice to CITY within thirty (30) days of Bank declaring an event of default under the Facility which Bank reasonably believes will entitle Bank to realize on the security interest granted by the Assignment, and which actions may include, but not be limited to Bank assigning its rights under the Agreement to a third party as part of a resolution of such default, with the consent of the MBRA and the City which will not be unreasonably withheld, as provided in the Reimbursement Agreement.

3. Bank agrees that, notwithstanding the provisions of paragraph A.2 above, Bank will defend, indemnify and hold harmless CITY from and against any and all liability whatsoever, whether joint or several, from any and all claims, actions, demands, causes of action, liabilities and obligations of whatever nature, whether now known or hereafter made known, anticipated or unanticipated, choate or inchoate, whether arising by tort, contract or otherwise, at law or in equity, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the CITY by reason of CITY's compliance with the Assignment and/or direction of the Bank; provided, however, that the obligations of Bank enumerated in this paragraph B.3. are not applicable to and do not extend to the enforcement of any rights or obtaining of any remedies that Bank or its successors or assigns may have pursuant to the Assignment or in enforcing any right and obtaining any remedies Bank or its successors or assigns may have as an assignee of the Reimbursement Agreement under the provisions of the Reimbursement Agreement.

Executed as of __________, 2026.

CITY OF MARQUETTE

By: ____
Name: Paul Schloegel
Title: Mayor

Witness:

By: ____
Name:_______________________________________
Title:_______________________________________

INCREDIBLE BANK

By: ____
Name:_______________________________________
Title:_______________________________________

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, August 10, 2026

Consent Agenda

Hypochlorite Generator Cell Replacement

BACKGROUND:

The City of Marquette Water Filtration Plant utilizes hypochlorite generation for disinfection as a requirement to meet Safe Drinking Water Standards. As part of the system, an electric cell is utilized to make hypochlorite. The cell has failed and needs to be replaced. DE NORA Water Tech, LLC, is the only vendor for the cell. This is an unexpected failure and was not included in the Fiscal Year 2026 budget, therefore a budget adjustment may be required in the water utility fund to cover the cost.

FISCAL EFFECT:

This purchase may require a budget amendment.

RECOMMENDATION:

Approve the purchase of one hypochlorite generator cell from DE NORA Water Tech LLC, for an amount not-to-exceed $38,223.08.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Quote

QUOTATION	NUMBER 20051141	DATE 07/10/2026	Page 1 of 1
CUSTOMER REFERENCE		**CURRENCY** USD	

SHIPPING METHOD	**END OF VALIDITY** 08/30/2026
PAYMENT TERMS Net 30 days **INCOTERMS** EXW - Ex Works	**SHIPPING POINT ADDRESS** DE NORA WATER TECHNOLOGIES, LLC. 3000 Advance Lane COLMAR, PA 18915 USA **PACKAGING** Included
DE NORA CONTACT Mildred Orduno **ph:** **mail:** Mildred.Orduno@denora.com	**SOLD TO PARTY** **30009454** MARQUETTE WATER FILTRATION PLANT 300 W. BARAGA AVENUE MARQUETTE, MI 49855 USA
SHIP TO PARTY **30009454**	

ITEM / CODE / DESCRIPTION	U.M	QTY	PRICE	CURRENCY	AMOUNT
10 47002204 CELL, H1, RIO Series (R-Series) Legacy Part Number: 201-01011-06	PC	1	38,223.08	USD	**38,223.08**

De Nora and Customer agree that the General Terms and Conditions of Sale set forth at https://www.denora.com/info/Sales-Terms---Conditions.html (the “Terms”) shall exclusively govern the transactions described or contemplated in this Purchase Order or Proposal, as applicable, and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties. Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided, are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora, regardless of, and fully notwithstanding, De Nora’s supply of any goods and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora.

TAX BASE	SALES TAX AMOUNT	TOTAL PRODUCT	TOTAL SALES TAX	TOTAL
38,223.08 USD	0.00 USD	**38,223.08 USD**	**0.00 USD**	**38,223.08 USD**

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, August 10, 2026

Consent Agenda

Marquette Cultural Trailhead - Construction Contract Change Order

BACKGROUND:

On May 2, 2025, the City Commission awarded the construction bid for the new Marquette Cultural Center and Trailhead to Premeau Construction in the amount of $1,024,041.

There have been three change orders to date totaling $404,146.55.

The second change order included the addition of several items that are fully funded through a local grant made in partnership with the Community Foundation of Marquette County and a generous private donor. Three of these items are to be purchased by the City of Marquette directly instead of through the contractor, and thus removed from the construction contract:

- Nest Furniture - $15,000
- Sound System - $10,000
- Multispace Furniture - $10,000

Premeau Construction has submitted a fourth change order request totaling $35,000 to remove these scope items for a new total contract amount of $1,393,187.55. City staff will make the appropriate purchases in accordance with the grant agreement.

FISCAL EFFECT:

None. Funds for the listed expenses are already secured; this change order serves only to recategorize the funds so purchasing can be made directly by City as opposed to through the contractor.

RECOMMENDATION:

Approve change order four totaling $35,000, and authorize the City Manager or her designee to execute the change order.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

1. Community Foundation Grant Award Letter
2. Change Order 4

Community Foundation
OF MARQUETTE COUNTY

October 1, 2025

Karen Kovacs
City Manager
City of Marquette
300 West Baraga
Marquette, MI 49855

Dear Karen,
On behalf of the Board of Trustees of the Community Foundation of Marquette County (CFMC), it is my pleasure to inform you that a grant to the City of Marquette (Grantee) in the amount of $178,650 has been recommended as described below.

Purpose:
Support of infrastructure and improvement projects related to the Cultural Trail Project.

Budget:

Art Ceiling:	$30,000
Auto Operators for Doors:	$30,000
Projector Infrastructure:	$15,000
Lighting in Nest and Art Gallery:	$45,000
Projector Wall Level 5 Finish:	$3,650
Gas Fireplace:	$20,000
Nest Furniture:	$15,000
Multispace Furniture:	$10,000
Sound System:	$10,000
Total Grant Amount:	$178,650

Term:
September, 2025 – August, 2026

Conditions:
1. Funds must be used only for the designated purposes described above and not for any other purpose without CFMC's prior written approval.
2. Any request for redirection of granted funds must be submitted in writing and is subject to CFMC's sole discretion.
3. Notify CFMC immediately of any changes in legal or tax status, key staff, or ability to expend the grant for the intended purpose.
4. Maintain adequate books and records to demonstrate proper use of grant funds and retain these records for at least four years after project completion.
5. Allow CFMC reasonable access to files and records for audits and investigations.

228 W. Washington St. Suite 6, Marquette, MI 49855
Phone (906) 226-7666 Fax (906) 226-2104 www.cfofmc.org info@cfofmc.org

For **good.** For **ever.**

Community Foundation
OF MARQUETTE COUNTY

6. Return any unexpended or misused funds to CFMC.
7. Recognize Ron and Iris Katers' support of the Cultural Trail Project with the grant with appropriate grant recognition including a plaque.
8. CFMC must review and approve any publicity related to the grant and must be recognized in all related materials.
9. CFMC may include information about this grant in public reports, newsletters, social media, and its website.
10. Submit a digital final report summarizing the project and a detailed accounting of expenditure promptly after the grant period ends.
11. CFMC reserves the right to modify, withhold, or request a refund of grant funds if terms are not met or to comply with applicable laws.

Please acknowledge your agreement with the terms of this letter by signing and returning a copy of this letter as soon as possible. Thank you for your good work!

Sincerely,
Zosia Eppensteiner, CEO

ACCEPTED BY: ______________________ ______________________

Date:

228 W. Washington St. Suite 6, Marquette, MI 49855
Phone (906) 226-7666 Fax (906) 226-2104 www.cfofmc.org info@cfofmc.org

For **good.** For **ever.**

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* 2024-013 Marquette Cultural Center 501 S Front St Marquette, MI 49855	**CONTRACT INFORMATION:** Contract For: Marquette Cultural Center & Trailhead BP24-10 Date: 05-19-2026	**CHANGE ORDER INFORMATION:** Change Order Number: 004 Date:
OWNER: *(Name and address)* City of Marquette a Municipal Corporation 1100 Wright St Marquette, MI 49855	**ARCHITECT:** *(Name and address)* Locus Architecture 4453 Nicollet Avenue Minneapolis, MN 55419	**CONTRACTOR:** *(Name and address)* Premeau Construction 904 W Baraga Ave. Marquette, MI 49855

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Remove Nest Furniture from Change Order 02 $15,000
Remove Sound System from Change Order 02 $10,000
Remove Multispace Furniture from Change Order 02 $10,000

The original Contract Sum was	$	1,024,041.00
The net change by previously authorized Change Orders	$	404,146.55
The Contract Sum prior to this Change Order was	$	1,428,187.55
The Contract Sum will be decreased by this Change Order in the amount of	$	35,000.00
The new Contract Sum including this Change Order will be	$	1,393,187.55

The Contract Time will be unchanged by (0) days.
The new date of Substantial Completion will be 10-31-2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Signed by: Constance Chen 826DCFF6BE6D479...	Signed by: Pete Premeau D95764B0B40A45A...	
ARCHITECT *(Signature)*	**CONTRACTOR** *(Signature)*	**OWNER** *(Signature)*
BY: Constance Chen, MI Lic #1301072730	BY: Pete Premeau	BY: Tiina Morin
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
7/29/2026	7/29/2026	
Date	*Date*	*Date*

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Monday, August 10, 2026

New Business

Resolution- Sustainable Tourism (Roll Call Vote)

BACKGROUND:

FISCAL EFFECT:

RECOMMENDATION:
Approve the resolution and authorize the Mayor to sign.

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:
1. Tourism Resolution

Resolution
Fiscal Policy Options to Address Tourism-Related Impacts and Support a Sustainable Tourism Economy

WHEREAS, the City of Marquette is a regional destination and tourism hub that strengthens the economy of the community, Marquette County, and Michigan's Upper Peninsula; and

WHEREAS, tourism generates an estimated $250 million annually in the Marquette area economy and accounts for approximately fifteen percent (15%) of regional economic activity; and

WHEREAS, Marquette County welcomes approximately 1.5 million visitors annually, which far exceeds the population of the City and County of Marquette; and

WHEREAS, according to U.S. Census Bureau population estimates, the City of Marquette has approximately 21,944 residents and Marquette County has approximately 68,064 residents, equating to an estimated annual County visitor volume of more than twenty-two times the County's year-round population and more than sixty-eight times the City's year-round population; and

WHEREAS, approximately twenty-three percent (23%) of Upper Peninsula tourism-dependent employment is located in Marquette County, underscoring tourism's importance to local jobs and businesses; and

WHEREAS, tourism brings substantial economic, cultural, and recreational benefits while also increasing seasonal demands on infrastructure, public safety, parks, transportation, utilities, housing, and other locally funded services; and

WHEREAS, the City Commission recognizes the need to balance a successful tourism economy with residents' quality of life, affordability, and well-being; and

WHEREAS, unmanaged visitor impacts may strain infrastructure, diminish community character, and affect the relationship between visitors and residents; and

WHEREAS, sustainable tourism requires reliable data, stakeholder engagement, and best practices that support both economic development and community sustainability; and

WHEREAS, the City engaged DAAR Place Consulting to develop a Sustainable Tourism Management Plan that will evaluate data, community and stakeholder perspectives, comparable best practices, inform the public, and recommendations for managing tourism-related impacts and opportunities; and

WHEREAS, the Sustainable Tourism Plan findings and recommendations shall inform future policy discussions and community investment priorities; and

WHEREAS, state law influences the fiscal tools available to municipalities seeking locally appropriate ways to address community needs.

NOW, THEREFORE, BE IT RESOLVED, that the Marquette City Commission supports continued research, analysis, and public discussion of fiscal policy options, including lodging assessments, visitor fees, excise taxes, special assessments, user-based mechanisms, dedicated tourism funding sources, public-private partnerships, grants, and other legally authorized strategies discovered during the Sustainable Tourism Management planning process to address tourism-related impacts, while sustaining the community and local economy; and

BE IT FURTHER RESOLVED, that the City Commission encourages continued collaboration among residents, businesses, tourism organizations, community partners, elected officials, and other stakeholders through the Sustainable Tourism Management planning process; and

BE IT FINALLY RESOLVED, that the City Commission supports advocacy with state legislators and relevant state agencies to explore greater municipal flexibility for locally appropriate tourism-related revenue options that may be identified as an outcome of the Sustainable Tourism Management planning process, as well as best-practices being identified across the State of Michigan.

Adopted this 10th day of August, 2026.

____

Paul Schloegel, Mayor