

City of Marquette, MI



Meeting Agenda City Commission

**Monday, January 29, 2024
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)

Kevin Clegg, Board of Zoning Appeals as the Planning Commission Representative, for a term ending 2-15-25

2. Reappointment(s)

Callie New, Marquette Brownfield Redevelopment Authority, for a term ending 2-1-27

James Rankin, Marquette Brownfield Redevelopment Authority, for a term ending 2-1-27

Jamie Glenn, Parks and Recreation Advisory Board, for a term ending 1-29-27

George Patrick, Board of Zoning Appeals, for a term ending 2-15-27

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

Presentation(s)

3. Marquette Employee Recognition, by City Manager Karen Kovacs

4. Marquette Police Service Awards, by Police Chief Ryan Grim

5. Consent Agenda

5.a. Approve the minutes of the January 8, 2024 regular Commission meeting

5.b. Approve the total bills payable in the amount of \$2,540,098.30

5.c. 2024 Meijer State Games Fireworks Display

5.d. Camera Server and Storage Replacement

5.e. FEMA Grant Application for Fire Department Ladder Truck

5.f. Noquemanon Trails Network - Office and Storage Lease Agreement

5.g. Schedule Public Hearing - Downtown Development Authority TIF Plan

New Business

6. Enterprise Vehicle Lease Agreement
7. Firefighters Labor Agreement
8. City Manager and City Attorney Evaluation Subcommittee

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/29/2024

Consent Agenda

Approve the minutes of the January 8, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Jan. 8 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, January 8, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

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

Announcements

Mayor Davis had no announcements.

Boards and Committees

1. Appointment(s)

Kingsley Agassi, Marquette Housing Commission for an unexpired term ending 07-09-27

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

2. Reappointment(s)

Justin Vasseau, Board of Review for a term ending 02-01-27

Commissioner Jermey Ottaway moved to Approve the reappointment as listed, seconded by Commissioner Paul Schloegel and Carried Unanimously.

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

Margaret Brumm encouraged the City to post agendas for the City's various boards and committees online prior to the scheduled meetings. She said she also supported the idea of recording the Planning Commission meetings and making the recordings available for public review.

Presentation(s)

3. Board of Review, by Justin Vasseau

Justin Vasseau thanked the City Commission for reappointing him and then shared the annual presentation for the City's Board of Review. Vasseau explained the board's role and gave a brief summary of properties in the City. He also highlighted the numbers of petitions received by the board in each of the last few years.

4. Consent Agenda

Mayor Pro Tem Jessica Hanley moved to Approve the Consent Agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

4.a. Approve the minutes of the December 18, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$1,564,108.46

4.c. Contract for Cleaning and Turnover Services

4.d. Health Reimbursement Arrangement Plan Documents

4.e. Noquemanon Trails Network - Office and Storage Lease Agreement

4.f. Section 125 Flexible Benefit Plan Document

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

Barb Owdziej said she supports the idea of agendas being made available in advance of meetings.

Margaret Brumm thanked Barb Owdziej and the City Commission.

Comments from the Commission

Commissioner Schloegel said it was a great holiday season and that he is looking forward to getting to work in 2024. He said it looks like some real snow is finally on the way.

Commissioner Smith thanked the DPW crews in advance for the snow work they may have to do this week and she voiced support for the University of Michigan football team, which is playing in the National Championship game tonight.

Commissioner Ottaway talked about the beginning of the winter season and reminded people to give the plow drivers room on the road.

Mayor Davis said she is looking forward to 2024.

Mayor Pro Tem Hanley and **Commissioners Larson** and **Mayer** had no comments.

Comments from the City Manager

City Manager Karen Kovacs said she has open office hours coming up this week and she said that the Commission shouldn't expect every meeting to be so brief, as the City is working on a lot of big things.

Adjournment

Mayor Davis adjourned the meeting at 6:17 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/29/2024

Consent Agenda **2024 Meijer State Games Fireworks Display**

BACKGROUND:

Julie Shields from the Meijer State Games of Michigan is requesting permission for a fireworks display at Marquette Mountain on February 9, 2024. The organizer has provided an application and a certificate of insurance. The Fire Marshal and Fire Chief have approved the application.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the application for a fireworks permit for the Meijer State Games of Michigan for February 9, 2024, and authorize the Mayor to sign the permit.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 2024 Winter Games Fireworks Permit

2023 Permit for Fireworks Other than Consumer or Low Impact

Authority 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks ☒ Public Display ☐ Private Display ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO JULIE SHIELDS 300 OTTAWA AVE NW #240, GRAND RAPIDS, MI 49503		AGE (18 YEARS OR OLDER) ☒ YES ☐ NO
ADDRESS OF PERSON PERMIT ISSUED TO 300 OTTAWA AVE NW #240, GRAND RAPIDS, MI 49503		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION 300 OTTAWA AVE NW #240, GRAND RAPIDS, MI 49503		
ADDRESS 300 OTTAWA AVE NW #240, GRAND RAPIDS, MI 49503		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) APPROX: 450 3" DISPLAY SHELLS AND 50 VARIOUS BARRAGE CAKES 2.5" and UNDER		
CONTRACTOR: GREAT LAKES FIREWORKS, LLC 3275 W. M-76 PO BOX 276 WEST BRANCH, MI 48661		
MARQUETTE MOUNTAIN RESORT 4501 M-553, MARQUETTE, MI 49855		
EXACT LOCATION OF DISPLAY OR USE MARQUETTE		
CITY, VILLAGE, TOWNSHIP MARQUETTE	DATE 2/9/24	TIME APPROX. DUSK
BOND OR INSURANCE FILED ☒ YES ☐ NO	AMOUNT \$5,000,000	

Issued by action of the Legislative Body of a ☐ City ☐ Village ☐ Township of _____ on the _____ day of _____	
_____ (Signature and Title of Legislative Body Representative)	

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2023

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 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 Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME PHONE (A/C, No, Ext) 216-658-7100 FAX (A/C, No) 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com														
INSURED Great Lakes Fireworks LLC 3275 W M76 P.O. Box 276 West Branch MI 48661	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B: Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C: Axis Surplus Ins Company</td><td>26620</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Insurance Co.	10851	INSURER B: Everest Denali Insurance Company	16044	INSURER C: Axis Surplus Ins Company	26620	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1521727954

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	ADDITIONAL SUBROGATION	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 ☒ PROJECT ☐ LOC ☐ OTHER	Y Y	S18GL01969-231	1/21/2023	1/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y Y	S18CA00273-231	1/21/2023	1/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y Y	P-001-000798260-02	1/21/2023	1/21/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: February 9th, 2024 Rain Date: N/A Location: Marquette Mountain Resort 4501 M-533, Marquette, MI 49885

General Liability, the following are named as additional insured in respects to the negligence of named insured:

Marquette Mountain Resort LLC & Marquette Mountain Properties LLC (300 Ottawa Ave/ NW #240, Grand Rapids, MI 49503) including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities;
Meijer Great Lakes Partnership & Its Affiliates (2929 Walker Ave. NW, Grand Rapids, MI 49544) including all its elected and appointed officials, employees.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Michigan Sports Alliance 300 Ottawa Ave NW #240 Grand Rapids MI 49503	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
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ACORD 25 (2014/01)

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/29/2024

Consent Agenda **Camera Server and Storage Replacement**

BACKGROUND:

The City of Marquette has used security cameras for several years at multiple city locations, including intersections, for security and investigation. The surveillance footage is monitored by the City Police Department and is retained as needed.

When the current system was installed in 2016, it supported 12 security cameras. Over the years, the demand for cameras and storage has continued to increase rapidly, and more than 60 cameras are now in use.

Due to this increased load on the system, as well as the age of the equipment and the advancement of technology, the system must be replaced.

IT staff has researched available systems which are Trade Agreements Act (TAA) and National Defense Authorization Act (NDAA) compliant. The new system must have enough storage for an expansion to 200 cameras and be able to hold a minimum of 45 days of data storage per camera.

IT staff received the following quotes from security camera system vendors:

Milestone Systems \$52,082.00

Genetech Inc. \$69,056.00

Synology \$35,275.00

After vendor demonstrations and system testing, IT staff recommends leasing the Synology security camera system. This is the best option for the City and the best price.

FISCAL EFFECT:

The total cost of the of the five (5) year lease with CCA Financial is \$662 per month for 60 months or \$39,720 for the duration of the lease. There is adequate funding in the technology services budget.

RECOMMENDATION:

Authorize the City Manager or her designee to approve the lease with CCA Financial for the Synology security camera system for a total lease price not to exceed \$39,720.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Synology Quote
- ▣ CCA Financial Lease Quote



Pricing Proposal
Quotation #: 24370525
Created On: 1/12/2024
Valid Until: 1/31/2024

MI-City of Marquette

Todd Carruth

300 West Baraga Ave
Marquette, MI 49855
United States
Phone: (906) 228-0435
Fax:
Email: tcarruth@marquettetmi.gov

Inside Account Executive

Steve Squires

290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-764-888
Fax: 732-564-8553
Email: Steve_Squires@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Synology Surveillance Device License Pack - License - 1 camera Synology - Part#: CLP1 Contract Name: Open Market Contract #: Open Market	3	\$60.00	\$180.00
2 Synology Surveillance Device License Pack - License - 8 cameras Synology - Part#: CLP8 Contract Name: Open Market Contract #: Open Market	5	\$395.00	\$1,975.00
3 Synology HAS5300 - Hard drive - 16 TB - internal - 3.5" - SAS 12Gb/s - 7200 rpm - buffer: 256 MB - for Synology SA3200D, SA3400, SA3600; High Density HD6500; RackStation RS18016xs+, RS18017XS+; Unified Controller UC3200 Synology - Part#: HAS5300-16T Contract Name: Open Market Contract #: Open Market	24	\$598.00	\$14,352.00
4 Synology RX1222sas Expansion Unit - Storage enclosure - 12 bays (SATA-600 / SAS) - rack-mountable - 2U Synology - Part#: RX1222SAS Contract Name: Open Market Contract #: Open Market	2	\$2,525.00	\$5,050.00
5 Synology SA3410 - NAS server - 12 bays - rack-mountable - SATA 6Gb/s / SAS - RAID RAID 0, 1, 5, 6, 10, JBOD, RAID F1 - RAM 16 GB - Gigabit Ethernet / 10 Gigabit Ethernet - iSCSI support - 2U Synology - Part#: SA3410 Contract Name: Open Market Contract #: Open Market	1	\$6,332.00	\$6,332.00
6 Synology SAT5210 - SSD - 7 TB - internal - 2.5" - SATA 6Gb/s Synology - Part#: SAT5210-7000G Contract Name: Open Market Contract #: Open Market	2	\$1,727.00	\$3,454.00
7 Synology - Rack rail kit - for Synology RS820, SA3200, SA3400; RackStation	3	\$105.00	\$315.00

RS1221, RS2421, RS3621, RS4021, RS820

Synology - Part#: RKS-02

Contract Name: Open Market

Contract #: Open Market

8	Synology CMA-01 - Cable management arm - for Synology RKS-02 Synology - Part#: CMA-01 Contract Name: Open Market Contract #: Open Market	3	\$62.00	\$186.00
9	Synology - DDR4 - module - 32 GB - DIMM 288-pin - registered - ECC - for High Density HD6500 Synology - Part#: D4ER01-32G Contract Name: Open Market Contract #: Open Market	4	\$791.00	\$3,164.00
10	Synology E10G21-F2 - Network adapter - PCIe 3.0 x8 low profile - 10 Gigabit SFP+ x 2 - for Disk Station DS1621, DS1821; FlashStation FS3600; RackStation RS1221, RS3621, RS4021 Synology - Part#: E10G21-F2 Contract Name: Open Market Contract #: Open Market	1	\$267.00	\$267.00
			Total	\$35,275.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).



Date: 1/17/24
To: Todd Carruth
From: Nick Hogan
Subject: Lease Proposal – Camera System

Thank you for allowing CCA the opportunity to offer our leasing services to your company. CCA is committed to providing superior customer service and flexible lease options designed to meet your requirements. Based on the information that CCA has been provided for your transaction, we are proposing the following:

Lessee: City of Marquette, MI

Lessor: CCA Financial, LLC

Equipment Descriptions: SHI Quote #24370525

Equipment Cost: \$35,275

Lease Term & Rate: 60 months @ \$662/mo
Implicit Annual Interest Rate – 4.9%

Installation Period: Installation and Acceptance should be completed TBD. Prior to Acceptance, CCA shall have the right to withdraw this proposal at its sole and absolute discretion based on material adverse change in the financial position of Lessee.

Rent Commencement: Rent will begin upon the acceptance date and the lease term will start on the first day of the month following the acceptance date (the “Commencement Date”). The rent during this period is calculated as one-thirtieth of the monthly rental.

End of Lease Options: Options include returning the equipment, purchasing the equipment, or extending the lease. All buyout and extension pricing is based on fair market value.

Equipment Upgrades: CCA will permit mid-term equipment upgrades and rework lease terms to facilitate Lessee’s requirements under terms and conditions acceptable to both parties.

Customer Responsibilities: Lessee is responsible for all associated expenses such as transportation in/out, installation, deinstallation, insurance and all applicable taxes including personal property taxes and sales taxes.

Documentation: CCA standard documentation will be used and all terms of the Master Lease Agreement shall apply.

Proposal Expiration: This proposal expires at 5:00pm on 2/17/24.

Note: CCA Financial does not charge documentation fees.

Agreed to and Accepted by: Signature below constitutes your agreement to proceed with this proposal as stated.

Authorized Representative of City of Marquette, MI

Date: _____

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/29/2024

Consent Agenda

FEMA Grant Application for Fire Department Ladder Truck

BACKGROUND:

The Fire Department's current ladder truck is a 1996 Pierce. Due to the age and condition of the apparatus, it will need to be replaced in the near future. The estimated cost to replace the ladder truck is \$1,852,951.63 and the lead time for delivery is currently four to five years from purchase date. Due to the timeline and cost, the Fire Chief would like to apply for a FEMA Assistance to Firefighters Grant (AFG) of up to \$1,000,000.00. If approved, the grant would require a 10% match. The City would be obligated to accept the grant and purchase the apparatus if awarded.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Authorize the Fire Chief to apply for the FEMA Assistance to Firefighters Grant, requesting \$1,000,000 for the purchase of a Pierce ladder truck.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Red Power Diesel Services Estimated Quote

Marquette City 110- Estimated Cost for October 2024

Callie Curtis <callie@redpowerds.com>

Wed 12/20/2023 11:28 AM

To:lan Davis <ldavis@marquettetmi.gov>

You don't often get email from callie@redpowerds.com. [Learn why this is important](#)

Hi lan,

Estimated truck cost would be \$1,852,951.63

We do not have an estimated prepayment and this cost includes a buffer for the PPI Increase.

This is a rough estimate based on previous price increases we have seen.

Callie Curtis
Chief Operating Officer
Red Power Diesel Service, Inc.
Phone: 920-867-5012
Cell: 920-378-8032
W1588 Alp. Ave.
Fremont, WI 54940

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/29/2024

Consent Agenda

Noquemanon Trails Network - Office and Storage Lease Agreement

BACKGROUND:

The Noquemanon Trails Network Council (NTN) has requested a lease agreement for office and storage space at Lakeview Arena. Staff worked with the City Attorney and NTN to draft a standard lease agreement which provides for the terms and conditions of the request. The monthly lease payment will be \$876.83. The term of the lease is one year.

This lease is for a larger space within Lakeview that has not been rented in several years. The space NTN currently rents is half the size and \$540.75 per month. A portion of the rent for the new space, equal to \$200 per month, will be provided to the City via in-kind services.

City Charter requires lease agreements to be presented for two reads. The first read of this agreement was January 8, 2024.

FISCAL EFFECT:

The Lakeview Arena fund will receive \$10,521.96 in revenue between monetary payment and in-kind services for FY 2024.

RECOMMENDATION:

Approve the lease agreement with Noquemanon Trails Network Council for office space at Lakeview Arena, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter “LESSOR”, and **NOQUEMANON TRAILS NETWORK COUNCIL**, a Michigan corporation, of 401 E. Fair Street, Marquette, MI 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 office space and storage space as shown in Exhibit “A” located in Lakeview Arena 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 space as shown in Exhibit “A” within Lakeview Arena.
- 1.2 Lessor 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 as developed by Lessor, 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 begin on January 1, 2024 and end December 31, 2024.

3. Rent

- 3.1 Office Space: Annual rental amount for office space shall be Fourteen and 00/100 Dollars (\$14.00) per square foot (858 square feet). Lessee shall pay One Thousand One and 00/100 Dollars (\$1,001.00) monthly. Lessee shall be responsible for its telephone and internet service.
- 3.2 Storage Space: Annual rent storage space shall be Seven and 00/100 Dollars (\$7.00) per square foot (130 square feet). Lessee shall pay Seventy-Five and 83/100 Dollars (\$75.83) monthly.
- 3.3 Lessor recognizes that Lessee has and continues to provide valuable benefit to the City of Marquette and its residents. Accordingly, each month of this lease \$876.83 of the total rent required in 3.1 & 3.2 shall be paid by cash, check or similar means; and the remainder of the monthly rent shall be provided by Lessee to the City and/or its residents any

combination of services and funds in an amount not less than \$2,400.00 per year. Lessee shall have sole discretion as to what combination shall be used in satisfaction of this amount to be provided in lieu of monetary rent. Lessee shall provide, to the City Manager or his or her designee (if so designated in writing by the City Manager) a written report of the services and funds provided by Lessee in satisfaction of the rental amount listed herein no later than January 31, 2025.

3.4 All rental payments are due in advance, on the first day of each month of this lease.

4. Use of Leasehold Premises

4.1 Lessee shall use the leasehold premises only for office and storage, as applicable, 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 leasehold without prior written approval of the Lessor;
- h) place merchandise, materials, supplies, signs, or other things of any kind on the sidewalks or other common areas without City Staff approval;
- i) permit refuse to accumulate in or around leasehold; and,
- j) obstruct entry ways.

5. Use of Common Areas and Arena Facilities by Lessee

5.1 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.

- 5.2 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 Lessee, in locations determined by the Arena Management and subject to availability.
- 5.3 Lessee recognizes that use of Arena facilities must be properly planned. Lessee will provide a minimum of forty-eight (48) hours notice to Arena Management in the event of any desired facility use, changes, cancellation, change of time, or additional use, and will maintain the facilities as they were found prior to Lessee's use.

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all janitorial and cleaning and all repairs of any nature of the Premises.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment, and keep them in a safe condition and good repair.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

7. Insurance and Indemnity

- 7.1 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.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.
- 7.3 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.
- 7.4 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 (\$1,000,000.00) Dollars per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand (\$500,000.00) Dollars 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. Lessor shall be named as an additional insured on all insurance policies required by this lease.

- 7.5 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.

8. Damage by Fire or Other Causes

- 8.1 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 licensees, the damage shall be repaired by Lessor at Lessor's expense. If the Premises or the Arena is substantially damaged (herein defined as fifty (50%) percent 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.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the Arena or any portion thereof.
- 9.3 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.

10. Use of Premises by Lessor

- 10.1 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.
- 10.2 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.
- 10.3 Lessee acknowledges that the use of the Premises is shared with Lessor, and that Lessor, and its assigns, agents and employees may enter the space at any time without prior notice to Lessee.

11. Covenant of Quiet Enjoyment

- 11.1 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.

12. Lessor's Right to Perform Lessee's Obligation

- 12.1 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.

13. Default by Lessee

- 13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within thirty (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.
- 13.2 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.
- 13.3 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.

14. Surrender of Leasehold Upon Termination of Lease

- 14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of the 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 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.

- 14.2 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.

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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

CITY OF MARQUETTE

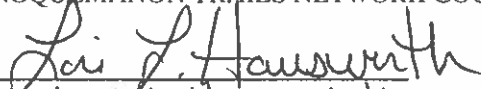
Sally Davis, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

NOQUEMANON TRAILS NETWORK COUNCIL


By: Lori Z. Hauswirth
Its: Executive Director

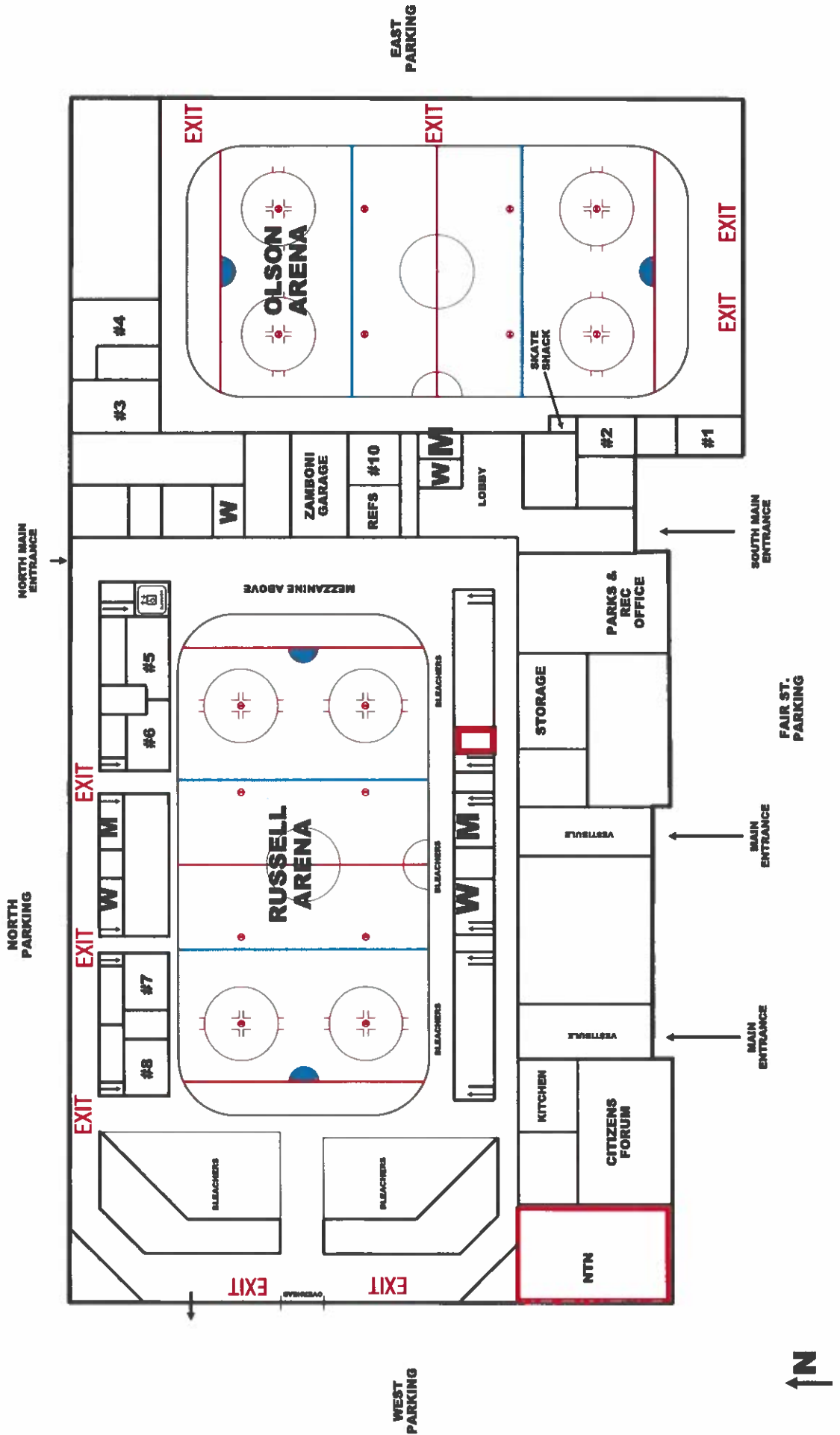
Approved as to Form:

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA

EXHIBIT A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2023

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 Marsh & McLennan Agency LLC 15561 Railroad Street Hayward WI 54843	CONTACT NAME: Select Certificates (Mpls)	
	PHONE (A/C, No, Ext): 763-746-8000 FAX (A/C, No):	
INSURED Noqueaman Trails Network Council PO Box 746 Marquette MI 49855	E-MAIL ADDRESS: SelectProcessing@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest National Insurance Company	10120
	INSURER B: Acuity Insurance	14184
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 941034663	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 SUBR INSD 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:	Y	SI8GL01714231	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		ZB5307	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		SI8EX01455231	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	ZB5307	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Marquette, its officers and employees are Additional Insured on a primary and non-contributory basis as required by written contract or agreement limited to the General Liability coverage.

CERTIFICATE HOLDER City of Marquette 300 W. Baraga Ave. Marquette MI 49855	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/29/2024

Consent Agenda

Schedule Public Hearing - Downtown Development Authority TIF Plan

BACKGROUND:

For several years, the Marquette Downtown Development Authority (DDA) has been considering an expansion of the current Tax Increment Financing (TIF) district to include the area of North Third Street incorporated into the DDA district in 2011. Demand for expanded services from Third Street business owners, along with projected growth along North Third Street, has increased the need for the TIF district expansion. In addition to the expansion of the TIF district, this financing plan also extends the life of the current DDA TIF to 2054.

Examples of priority projects included in the TIF plan are:

- Third Street parking supply analysis, expansion, and management
- Marquette Commons enhancement projects
- Wayfinding signage throughout the district
- Baraga Avenue Street improvements
- Third Street improvements

If approved by the Marquette City Commission and State Taxing Authority, this TIF Plan is projected to bring in approximately \$52,750,000 for reinvestment in Downtown Marquette over 30 years and will ensure the continued growth and vibrancy of the entire district.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Schedule a public hearing for the Downtown Development Authority TIF Plan for the March 11, 2024 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ TIF Plan



Memorandum

To: Tara Lasse-McKinney
From: Rob Bacigalupi, AICP, Mission North
Re: Latest TIF Plan Draft
Date: January 19, 2024

Attached is a revised TIF Plan, dated January 19, 2024, with the following changes:

- As promised at the January 11, 2024 DDA Board Meeting, I've added the personal property total for Third Street at the end of the first table,
- At the request of the City Assessor, I've added another table in Exhibit C that lists the 2023 personal property parcels in the Third Street district,
- Corrected Figure 1, which incorrectly displayed disconnected parcel fragments as being in certain development areas,
- Clarified by adding notes, the information displayed in Figure 1, and
- Clarified by amending notes, the information displayed in Exhibits D and E.

DRAFT



CITY OF MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY

DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN #4





DRAFT

City of Marquette Downtown Development Plan And Tax Increment Financing 1/22/24 Draft



Approved by DDA Board on January 11, 2024
Approved by Marquette City Commission on March ____, 2024



ACKNOWLEDGEMENTS

Marquette City Commission

Sally Davis, Mayor
Jessica Hanley, Mayor Pro Tem
Michael Larson
Cody Mayer
Jermei Ottaway
Paul Schloegel
Jenna Smith

Marquette Downtown Development Authority Board of Directors

Nichole Durley-Rust, Chair
Ryan Stern, Vice Chair
Meagen Morrison, Secretary
Marc Weinrick, Treasurer
Karen Kovacs, City Manager
Robert Caron
Allison Clark
Lauren Rowland
Patricia Sala

Downtown Development Authority Staff

Tara Laase-McKinney, Executive Director
Jodi Lanciani, Operations Director
Michael Bradford, Business Outreach and Promotions Director
Sara Johnson, Farmers Market Manager
Brian Shier, Administrative Assistant

With assistance from:

Mission North, LLC



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Executive Summary



INTRODUCTION

The Marquette DDA adopted a Downtown Plan in 2020 that serves as a guide for development in Downtown Marquette. This Plan recommended, among other things, that the DDA focus additional resources in the Third Street area, including extending tax increment financing into that part of their Downtown District. The DDA began a review of amending its Development and Tax Increment Financing Plan in 2022. This included public engagement in February of that year. The review was paused until late 2023 when the DDA decided to pursue an updated Development and Tax Increment Financing Plan to reflect updated objectives.

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

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

Third Street Focus

A primary focus of this plan is Third Street. This plan extends TIF capture to Third Street to support initiatives there. Third Street initiatives include:

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

Authority

The State of Michigan allows municipalities to create Downtown Development Authorities (DDAs) to correct and prevent property value deterioration in business districts to promote economic development. Michigan Public Act 57 of 2018. P.A. 57,

Marquette, MI | Downtown Development Authority

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hereafter also referred to as Act 57, establishes powers DDAs can use to achieve their goals, such as creating studies and plans, acquiring and disposing of property, improving land, and special financing tools. This development and tax increment financing plan sets forth a plan for the next 30 years of economic growth in Downtown Marquette.

DDA Mission and Goals

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

Goals of the DDA

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

1. Stimulate economic development, establishing priority redevelopment sites and marketing them to a mixture of businesses while also maintaining and expanding relationships with current employers, partner agencies, and other local organizations.
2. Provide a safe and convenient multi-modal transportation system that provides travel choices and balances the needs of all users.
3. Continue to provide a wide range of housing options, including single-family, townhomes, and second-story residential mixed-use, in order to accommodate a variety of generations and lifestyles.
4. Support a downtown core that attracts new-economy industries while also enhancing the charming historical character of the City.
5. Promote continued reinvestment through mixed-use infill development that complements the preservation and character of historic buildings.
6. Connect the downtown with lakefront amenities and attractions, while continuing to preserve and sustain the natural features for generations to come.
7. Develop a parking management strategy to balance the needs of residents, employees, and visitors, while prioritizing signage, wayfinding and public and/or private lots.



Purpose of the Development Plan and Tax Increment Financing Plan #4

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

- Development Plan
- Tax Increment Financing Plan

BACKGROUND

Creation of DDA Downtown District

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

Downtown Development Plan #1

Downtown Development Plan #1 represents the major activities of the DDA in terms of accomplishing the objectives in the Development Area that were laid out at that time in the City's Community Development Plan. The Development Area was designed to capture Tax Increment Revenues generated by all properties fronting on West Washington Street between Front and Fourth Streets, and those properties located within an area bounded by Bluff Street, from Front Street to Third Street, and Main Street. The Development Area was delineated to include those properties most likely



to benefit from the construction of a planned parking facility as well as not limit the possibility of utilizing Tax Increment Revenues for other projects within the Downtown District. A legal description and Development Area map were incorporated into the Downtown Development Plan #1. Downtown Development Plan #1 called for the construction of a two-story parking facility located in the 100 block of West Bluff Street, providing access and egress on both levels to both North Front Street and North Third Street, i.e., the Bluff Street Parking Structure. The total cost of the parking structure was \$1,176,744. Tax Increment Revenues were used to pay the principal of and interest on City of Marquette Building Authority bonds and to reduce the cost of the parking facility to those properties contributing to the construction and maintenance of the structure through special assessments. The bonds were issued in the amount of \$840,000 and were retired in September 2000.

Downtown Development Plan #2

Downtown Development Plan #2 was designed primarily to expand the area where Tax Increment Revenues may be used. The DDA identified several additional public facility and parking projects that Downtown Development Plan #1 could not fund. Under Downtown Development Plan #1, Tax Increment Revenues could only be used in the four-block area surrounding the Bluff Street Parking Structure. Downtown Development Plan #2 expanded the Downtown District boundaries to include all properties fronting on west Washington Street from Fourth Street to Seventh Street; Main Street from Third Street to Lakeshore Boulevard; Spring Street and Baraga Street from Fourth Street to Lakeshore Boulevard; properties fronting Baraga Street from Third Street to Lakeshore Boulevard; and properties fronting the eastside of Front Street from Baraga Street to Lakeshore Boulevard and Blaker Street. Efforts were made to avoid areas where residential housing units are a pronounced part of the uses. This area was delineated to include areas of the City's central business district experiencing economic decline and most likely to benefit from future development of public facilities, especially parking and pedestrian access ways. The County opposed the adoption of Downtown Development Plan #2. The City, the County and the DDA entered into an agreement pursuant to Section 14(4) of Act 197 in December 1992, to share a portion of the Captured Assessed Value. Specifically, that portion of the Development Area included in Downtown Development Plan #2 lying west of a line drawn down the center of Front Street is not included as part of the captured assessed value for which the DDA captures Tax Increment Revenues from County levied millages. Specific projects are identified by the DDA annually including improving public parking facilities as identified in a report commissioned by the DDA including improvements to surface parking, public walkways, and amenities in the lower harbor.



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

Downtown Development Plan #3.

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

Downtown Development Plan #4

Development and Tax Increment Financing Plan #4 updates projects, expands tax increment financing into the Third Street area, and extends the plan to 2054. Limitations to tax capture established by Downtown Development Plan #2 remain in place.

DRAFT

Development Plan



Introduction

At the time of the creation of this Development Plan, it was estimated that there were over 100 residents within the development areas included in this Plan. On February 14, 2022, the City Commission created a Development Area Citizens Advisory Council for the purposes of meeting the requirements Act 57. The City solicited applicants for the Council via the City's website, public access television, the DDA website and the local daily newspaper and was unable to secure the required nine members. Pursuant to Act 57, the failure of a development area citizens council to organize shall not preclude the adoption of the Development Plan.

Designation of Boundaries of the Development Areas

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

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

The Marquette Downtown District contains four development areas: TIF 84, TIF 92 East, TIF 92 West, and TIF 24. These four development areas differ in when they were established, and, in the case of TIF 92 West, which taxing authorities are subject to capture. **Figure 1** illustrates which parcels are included in each development area. In addition, parcels belonging to the two brownfield TIF projects are identified on the map.

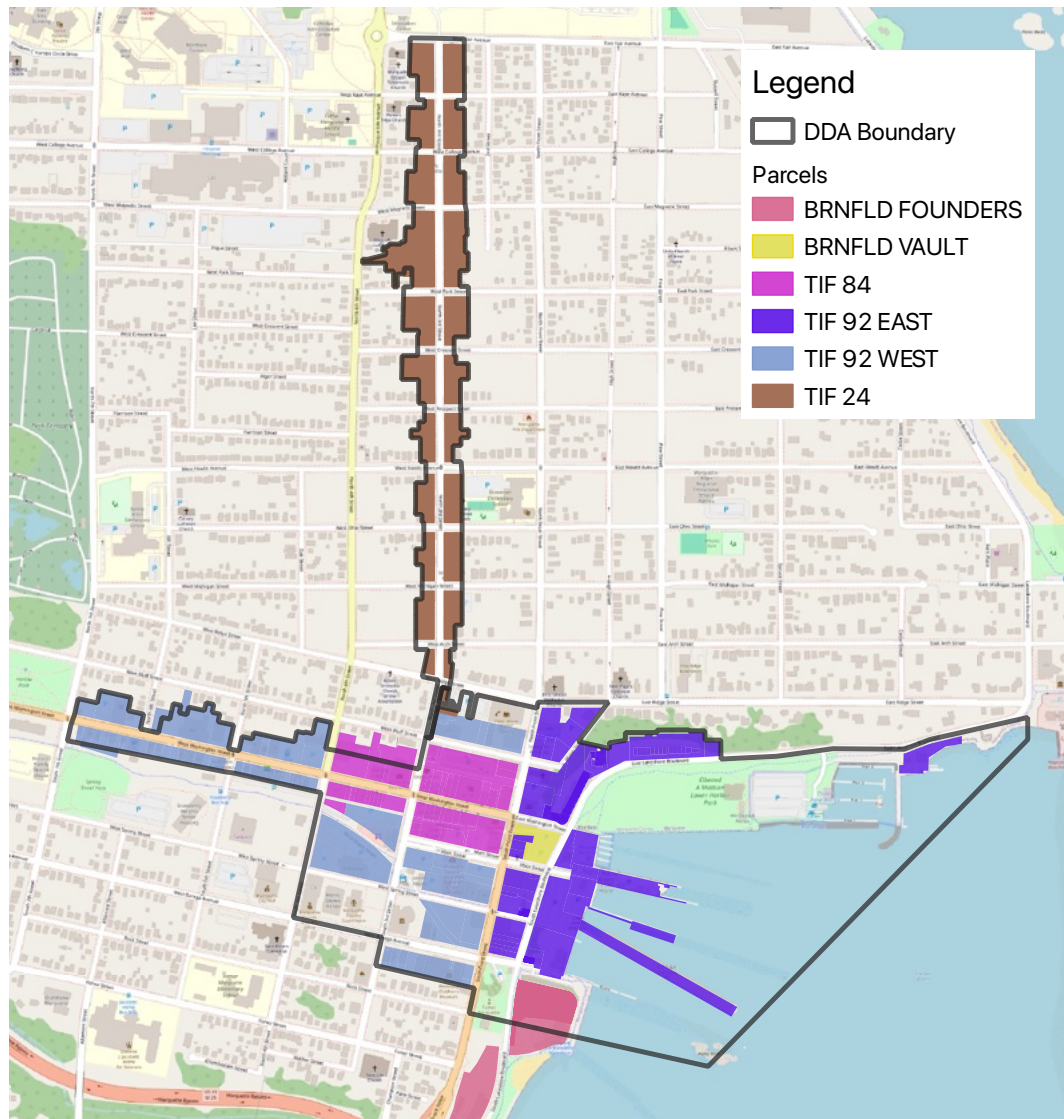
Legal Descriptions of the Development Areas

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

Legal descriptions for the four development areas are included in **Exhibit B**.



Figure 1 - DDA District and Development Areas



Notes:

- Only taxable parcels shown
- Founders brownfield is partially within TIF 92 East
- Vault brownfield is within TIF 92 East



0 500 1,000 ft





Public Facilities and Land Uses in the Development Areas

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

Marquette's Downtown District contains public streets, walkways, sidewalks, and parks. The District's private land is dominated by commercial uses but also includes residential, and non-profit uses in addition to the aforementioned public land uses.

Table 1 below summarizes the breakdown of land use in the DDA District. **Figure 2** illustrates the land uses on a map.

Existing Improvements to be Demolished, Repaired, or Altered

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

The Marquette DDA plans to continue and bolster its success for the next 30 years.

Table 2 details the projects planned, including an estimate of cost and construction timing. Timing for projects that are not ongoing is dictated by priority as follows:

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

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

Table 1 - Land Use

Category	Acres	Proportion
Commercial	39.5	72.2%
Residential	2.7	4.9%
Industrial	0.0	0.0%
Public	6.6	12.1%
Non-Profit	5.9	10.7%
	54.7	100.0%

Source: City of Marquette Engineering Department GIS data



Figure 2 - Land Uses

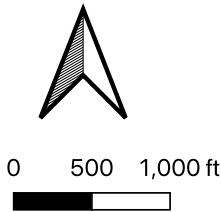
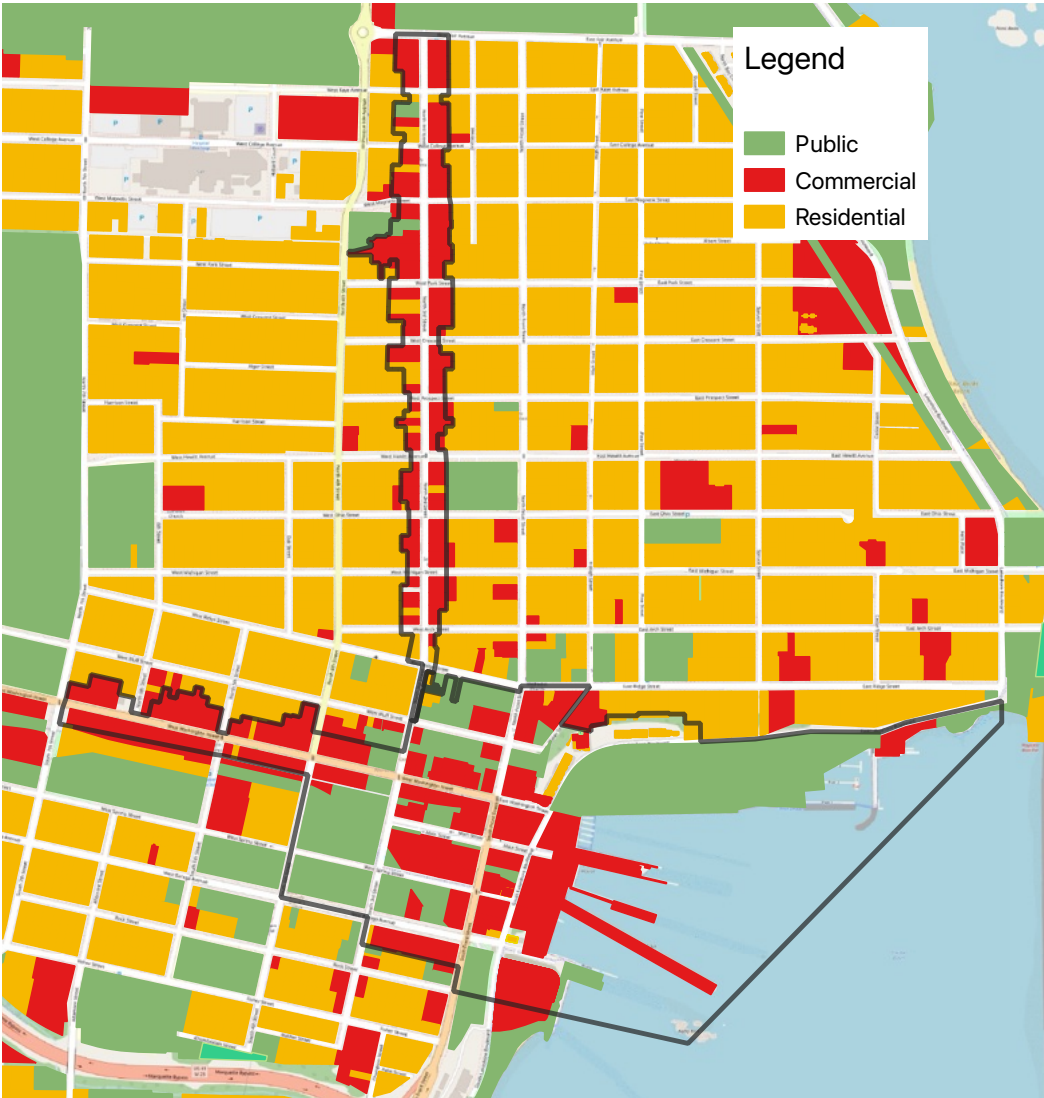




Table 2 - Projects and Programs

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

Notes:

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



Project Descriptions

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

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

I. Consultation and Operational Expenditures.

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

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



II. Marquette Commons Enhancement Projects.

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

III. Promotional and Cultural Development.

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

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



IV. Parking Management/Transportation System Improvements.

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

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

V. Street, Alley and Sidewalk Improvements.

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



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

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

VI. Economic Support

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



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

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

Open Space in the Development Areas

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

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

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

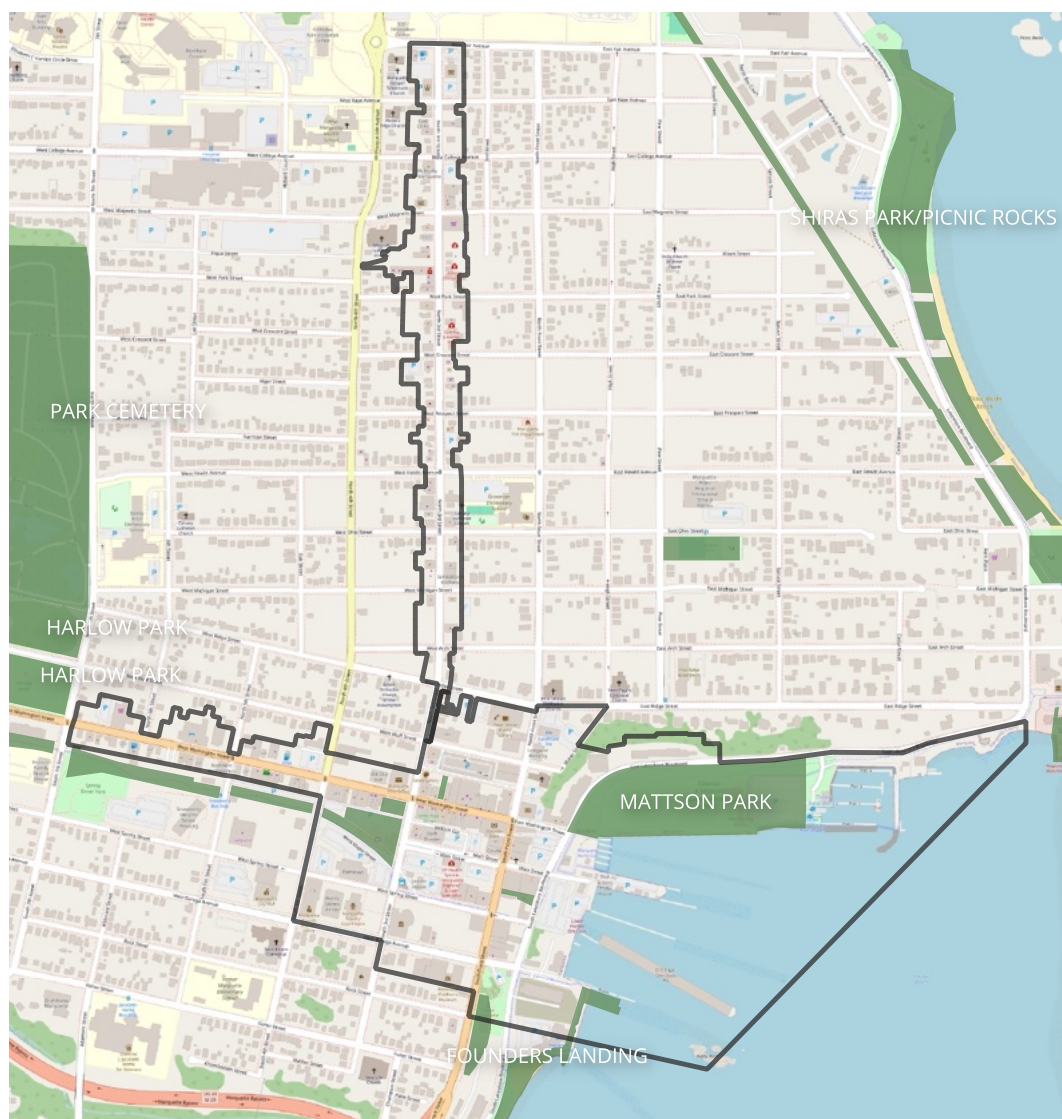
Property to Sell, Donate, Exchange, or Lease

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

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



Figure 3 - Parks & Open Spaces



Legend

- DDA Boundary
- City of Mqt Parks



0 500 1,000 ft





Zoning and Other Changes

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

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

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

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

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

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



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

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

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

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

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

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

Estimate of the Number of Persons Residing in the Development Area

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

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



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

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

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

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

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

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

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Tax Increment Financing Plan



OVERVIEW

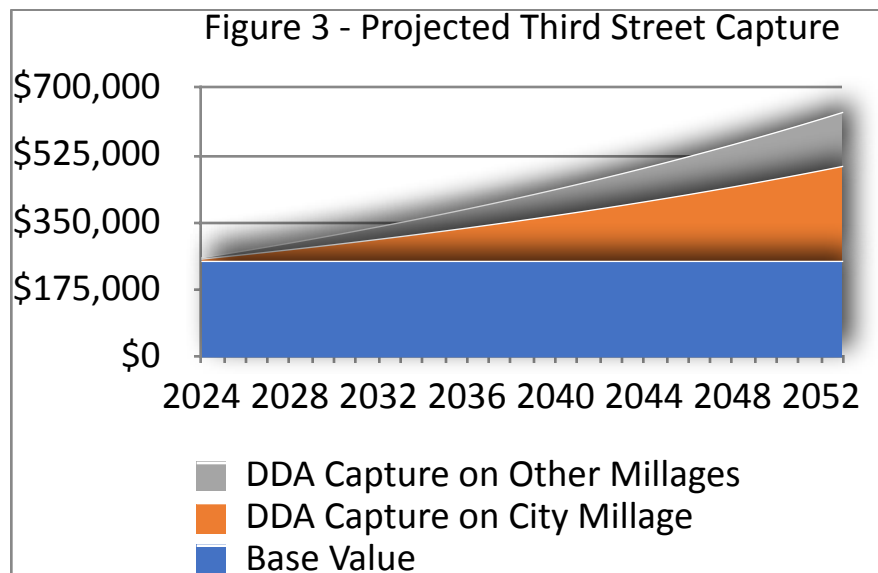
This Tax Increment Financing Plan (TIF) includes the preceding Development Plan, and specifically provides a method of funding for the projects identified in the Development Plan.

Explanation of the Tax Increment Procedure

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

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

Tax Increment Revenues are realized by increases in property valuations within the Development Areas of the Downtown District of the DDA. Such Tax Increment Revenues result from the application of millage rates levied by the City and the County. **Figure 3** illustrates how TIF works by looking at the Third Street area that is added via this Plan.



The figures in the graph indicate total TIF captured, every five years, by the DDA in grey and the portion captured from the City in orange.

Assumes growth based on historical DDA District growth of 2.32%

Initial Assessed Value and Applicable Millage

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

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



Table 3 - Millage Rates Subject to Capture

	Millage Rate
City	17.9057
County	7.5718
DDA	1.8558
Iron Ore Heritage Authority	0.1970
Library	1.7689
Total	29.2992

2023 millage rates, subject to change over time

Estimate of Tax Increment Revenues

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

Tax Increment from Real Property has been estimated for the life of the plan in **Exhibit D**. Total tax increment revenues over the life of the 30-year plan is estimated to be \$56,345,929.

Estimated Impact on Taxing Jurisdictions

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

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

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

The DDA intends to expend all available Tax Increment Revenues over the term of the Tax Increment Financing Plan as indicated in **Exhibits D & E**. It is anticipated that the taxable values will increase over the term of the Downtown Development Plan #4 due to new investments. When the term of Downtown Development Plan #4 ends, all of the taxing jurisdictions levying taxes in the Development Areas will benefit from the increased values that likely would not have occurred without the efforts of the DDA. It is anticipated that a portion or all of the taxes foregone by the taxing jurisdictions



during the term of Downtown Development Plan #4 will be recouped by the taxing jurisdictions from the expected increase in taxable value after the term ends.

Expenditure of Tax Increment Revenues

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

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

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



Duration of the Program

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

The Tax Increment Financing Plan shall be for a term ending December 31, 2054

Maximum Amount of Bonded Indebtedness to be Incurred

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

Certain State of Michigan and federal loans, loan guarantees and grants will be sought for carrying out Downtown Development Plan #4. Certain of the capital improvement projects in Downtown Development Plan #4 may be financed through the issuance of revenue bonds, general obligation bonds or tax increment bonds. The types and amounts of bonds issued will be determined as further project planning is undertaken and as shall be approved by the City Commission.

The maximum bonded indebtedness to be incurred is \$56,345,929.

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Exhibits



Exhibit A - Definitions

The following words and terms as used in this Development Plan and Tax Increment Financing Plan #4 shall have the following meanings unless the context or use indicates a different meaning or intent:

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

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

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

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

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

“*County*” means Marquette County, Michigan.

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

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

“*Downtown District*” means that part of an area in a Business District in the City that has been specifically designated by the City Commission pursuant to Act 197 and where a special two-mill *ad valorem* tax is levied and collected as permitted by Act 57.

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

“*Tax Increment Revenues*” means the amount of *ad valorem* property taxes and specific local taxes (as defined in Act 57) attributable to the application of the levy of all taxing jurisdictions upon the Captured Assessed Value of real and



personal property in the Development Area subject to certain requirements as set forth in Section 1(bb) of Act 57.



EXHIBIT B - LEGAL DESCRIPTION OF THE DDA DOWNTOWN DISTRICT

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

And also that land described as follows:



Blaker and Bacon Subdivision

Lots 1 and 2, and the N'ly 75' of the E'ly 21.3 of Lot 3.

36 Acre Plat

Blocks 6 and 7 except the W23.5' of the N. ½ of lot 3, and the E. 18.5' of the N. ½ of Lot 4, Block 6. And also exc. The E. 40' of the N. 97' of Lot 3, Block 6. Also exc. The W. 32' of Lot 1, Block 6, also exc. The S. 25' of the N.125' of Lots 3 and 4, Block 6.

Harlow's Addition #1

Lots 1 thru 7, the S. 92' of Lot 8, the S. 68' of Lot 15, the S. 75' of Lot 16, and all of Lots 17 and 18, all in Block 5. The S. 95' of Lots 1 and 2, all of Lots 3 thru 6, the S. 100' of Lots 7 and 8, and the S. 30' of Lots 11 thru 14, all in Block 7.

Earl's Replat of Block 6, Harlow's Addition #1

Lots 1 thru 9, the S. 50' of Lot 15, the S. 50' of Lots 17 and 18, the S. 100' of Lot 19, and the S. 50' of Lot 20.

Harlow's Addition #3

Lots 1 thru 10 and Lots 12 thru 28.

And also that land described as follows:

The point of beginning being at the intersection of the centerlines of West Bluff Street and North Third Street; thence northerly along the centerline of North Third Street to the centerline of West Ridge Street; thence westerly along the centerline of West Ridge Street to the intersection with the west line of Lot 2, Block 10 of John Burt's Addition extended; thence northerly to the southwest corner of said Lot 2; thence along the westerly line of Lot 2 to the northwest corner; thence along the extension of the westerly line of Lot 2 to the south right of way line of West Arch Street; thence westerly along the south right of way line to a point of intersection with the extension of the west lot line of Lot 6, Block 9 of John Burt's Addition; thence north on said line extended, to the north right of way line of west Arch Street and the southwest corner of Lot 6; thence along the west lot line of Lots 6-2, Block 9 of John Burt's Addition to the northwest corner of Lot 2; thence along the north line of Lot 2 to a point 40 feet east of the northwest corner of Lot 2; thence along a line parallel to the west line of Lot 1, Block 9 of John Burt's Addition to the south right of way of West Michigan Street; thence northerly to the north right of way of West Michigan Street, said point being 40 feet east of the southwest corner of Lot 6, Block 4 of John Burt's Addition;



thence along a line parallel to the west lot lines of Lots 6-5, Block 4 of John Burt's Addition, to the south lot line of Lot 4, Block 4 of John Burt's Addition; then west along the south line of Lot 4 to the southwest corner of said lot; thence along the west line of Lots 4-3, Block 4 of John Burt's Addition to the northwest corner of Lot 3; thence 50 feet east along the north line of said Lot 3; thence along a line parallel to the west line of said Lot 2 to the south right of way of Ohio Street; thence north along a line perpendicular to the south right of way line of Ohio Street to the north right of way line of said street; thence along said north right of way to a point 75 feet west of the southeast corner of Lot 6, Block 3 of John Burt's Addition; thence from said northerly on a line parallel to the west line of Lot 6, to the south line of Lot 5; thence along said south line to the southwest corner of Lot 5; thence along the west lot line of Lots 5-2, Block 3 of John Burt's Addition to the northwest corner of said Lot 2; thence along the north line of Lot 2 to a point 65 feet east of the northwest corner of Lot 2; thence along a line parallel to the west line of said Lot 1 to the south right of way line of West Hewitt Avenue; thence north along a line perpendicular to the south right of way line, to the north right of way line of said street; thence westerly along the north right of way line to the southwest corner of Lot 35 of Adam's Addition; thence along the west line of Lot 35 to the north west corner of said lot; thence along the south line of Lot 40 of Adam's Addition to the southwest corner of said lot; thence along the west line of Lot 40 to the northwest corner of said lot; thence 50 feet easterly along the north line of said lot; thence northerly along a line parallel to the west lot line of Lot 41 of Adam's Addition to the south line of Lot 42 of Adam's Addition; thence along the south line to a point 85.5 feet west of the southeast corner of Lot 42 of Adam's Addition; thence along a line parallel to the west lot line of said Lot 42 to the south right of way line of West Prospect Street; thence perpendicular to the south right of way line northerly to the north right of way line of said street; thence westerly along said right of way line to a point 50 feet easterly of the southwest corner of Lot 44 of Adam's Addition; thence northerly along a line parallel to the west line of Lots 44-46 to the south lot line of Lot 47 of said plat; thence along said lot line westerly to the southwest corner of Lot 47; thence northerly along the west line of Lots 47-49 of Adam's Addition to the southwest corner of Lot 49, said corner being on the south right of way line of West Crescent Street; thence north along a line perpendicular to the south right of way line of West Crescent Street to the north right of way line; thence along the north right of way line of said street to a point approximately 105 feet westerly of the southwest corner of the West Crescent Street and North Third Street right of way intersection; thence north 62 feet, east 6 feet, north 30 feet to a point 100 feet westerly of the west right of way line of North Third Street; thence westerly to a point 42 feet southerly of the southwest corner of Lot 53 of Adam's Addition to the west section line of the southwest quarter of the southeast quarter of Section 15, T48N, R25W; thence along said section line, line being the west lot lines of



Lots 53-56 of Adam's Addition, to the south right of way line of Park Street; thence perpendicular to the said south right of way line of West Park Street to the north right of way line of said street; thence easterly along said right of way line to a point which is 141 feet, more or less, westerly of the northwest right of way corner of the North Third Street and West Park Street intersection; thence northerly along a line parallel with the west lot line of Lots 58-60 of Adam's Addition to a point on the north line of Lot 60, said point being 48 feet easterly more or less of the northwest corner of said Lot 60; thence along the north line of said lot to the northwest corner of Lot 60; thence southerly along the west lot line of Lot 60 to a point 37 feet more or less southerly of the northwest corner of said lot, said point being on the east lot line of Lot 240 of Palmer's Addition No. 3; thence westerly from said lot line 42 feet more or less to a point 81 feet northerly of the north right of way line of West Park Street; thence southerly 81 feet to the north right of way line of West Park Street; thence westerly to the southwest corner of Lot 239 of Palmer's Addition No. 3; thence northerly 100 feet along the west lot line of said Lot 239 to a point 50 feet southerly of the northwest corner of said Lot 239; thence westerly 50 feet to the west lot line of Lot 238 of Palmer's Addition No. 3; thence northerly along the west lot line of said lot to the northwest corner of said Lot 238; thence 144.5 feet westerly along the south lot line of Lot 241 of Palmer's Addition No. 3 to a point on the east right of way line of North Fourth Street, said point being the southwest corner of said Lot 241; thence along the east right of way line of North Fourth Street to a point 48 feet south of the northwest corner of said Lot 241; thence east parallel with the north lot line of said lot 35 feet; thence N82°00'E, 113.8 feet more or less to a point 22.3 feet south of the north line of Lot 241 of Palmer's Addition No. 3; thence 22.3 feet to a point on the north lot line of said Lot 241, said point also being the south line of a vacated alley in the Normal Addition; thence westerly along the south line of Normal Addition to the intersection of the west lot line of Lot 12 with the south line of the Normal Addition; thence; thence northerly along the west line of said Lot 12 to a point 10 feet north of the southwest corner of said Lot 12; thence easterly 25 feet; thence N45°00'E, 29 feet; thence easterly 94.1 feet; thence northerly 12.5 feet; thence easterly 20.4 feet more or less to a point on the east line of Normal Addition, said point being on the west line of Adam's Addition No. 2; thence northerly along the west line of Adam's Addition No. 2 to the northwest corner of Lot 3; thence 50 feet easterly along the north lot line of said Lot 3; thence northerly and parallel to the west lot lines of Lots 4-5 to a point on the south right of way line of West Magnetic Street; thence north to the north right of way line of said street; thence westerly along said north right of way line to the southwest corner of Lot 7 of Adam's Addition No. 2; thence northerly along the west lot lines of Lots 7-10 of said plat to the northwest corner of Lot 10; thence along the north line of Lot 11 to a point 53 feet easterly of said lot corner; thence northerly to the south right of way line of West College Avenue; thence north to the



north right of way, also being the south lot line of Lot 14 of Adam's Addition No. 2; thence easterly along said lot line (right of way line) to a point 90 feet westerly of the southeast corner of Lot 14; thence northerly to a point 90 feet westerly of the northeast corner of said Lot 14; thence along the south line of said lot 15 to the southwest corner of Lot 15 of Adam's Addition No. 2; thence northerly along the west lot lines of Lot 15-18 to the northwest corner of said Lot 18; thence easterly along the north line of said Lot 18 to a point 56.8 feet from the northeast corner of Lot 18; thence northerly to the south right of way line of West Kaye Avenue; thence westerly along said south right of way line to a point 100 feet from the northeast corner of said Lot 19; thence northerly to the north right of way line of West Kaye Avenue, said point being 100 feet westerly of the southeast corner of Lot 21 of Adam's Addition No. 2; thence northerly to a point on the south lot line of Lot 23, said point being 100 feet westerly of the southeast corner of said lot; thence along the said south line to the southwest corner of Lot 23; thence along the west line of Lots 23-26 of Adam's Addition No. 2 to a point along the south right of way line of West Fair Avenue, said point being the northwest corner of Lot 26; thence northerly to the center of section 14, T48N, R25W, being the centerline of West Fair Avenue; thence easterly along the centerline of West Fair Avenue to the point of intersection of said centerline with the extension of the easterly lot lines of Lots 45, 43, 41, 39, 37, and 35 of Longyear's Addition; thence along said easterly lot lines to the north right of way of West Kaye Avenue; thence southerly perpendicular to the north right of way line to the south right of way line; thence westerly along said north right of way line to a point 79.5 feet east of the northwest corner of Lot 33 of Longyear's Addition; thence southerly to a point on the north line of Lot 31, said point being 79.5 feet westerly of the northwest corner of Lot 31; thence easterly along the north line of Lot 31 to the northeast corner of said lot; thence southerly along the easterly lot lines of Lots 31, 29, 27, 25, and 23 of Longyear's Addition to the north right of way line of West College Avenue; thence southerly perpendicular to the north right of way line to the south right of way line; thence westerly along the south right of way line to a point 90 feet easterly of the northwest corner of Lot 21 of Longyear's Addition; thence southerly 100 feet to a point on the north lot line of Lot 17 of Longyear's Addition; thence 39.5 feet easterly to the northeast corner of said Lot 17; thence southerly along the east lot line of Lots 17, 15, 13, and 11 to the north right of way line of West Magnetic Street; thence southerly perpendicular to the north right of way line of West Magnetic Street to the south right of way line of said street; thence along the south right of way line to a point 9.5 feet easterly of the northeast corner of Lot 9 of Longyear's Addition; thence southerly and parallel to the east lot line of Lot 9 and 7 of said plat to a point on the north lot line of Lot 6 of Longyear's Addition; thence along the north lot line of Lot 6 to a point 12 feet easterly of the northwest corner of Lot 6; thence parallel with the west lot line of Lot 6 to a point on the south lot line of Lot 6;



thence 12 feet westerly to the southwest corner of Lot 6; thence along the east lot lines of Lot 3 and 1 of Longyear's Addition to the southeast corner of said Lot 1 of Longyear's Addition; thence from the southeast corner of Lot 1 of Longyear's Addition to the northeast corner of Lot 96 of Moore & Sang's Addition; thence southerly along the east lot lines of Lot 96 and 95 to the southeast corner of Lot 95 of Moore & Sang's Addition; thence westerly along the south lot line of said Lot 95 to a point 100 feet west of the northwest corner of Lot 94; thence southerly and parallel to the east lot lines of Lots 93 and 94 of Moore & Sang's Addition to the north right of way line of West Park Street; thence easterly along said right of way line to a point to the southeast corner of Lot 93; thence southerly perpendicular to the north right of way line of West Park Street to a point on the south right of way line of said street, said point being the northeast corner of Lot 60 of Moore & Sang's Addition; thence southerly along the east lot lines of Lots 60-56 to the southeast corner of Lot 56; thence westerly 92 feet along the south line of said Lot 56; thence southerly along a line parallel to the east lot line of Lot 55 of Moore & Sang's Addition to a point on the north right of way line of West Crescent Street; thence southerly along a line perpendicular to the north right of way line of West Crescent Street to a point on the south right of way line of said street; thence easterly to a point 75 feet easterly of the northwest corner of Lot 25 of Moore & Sang's Addition; thence southerly 50 feet along a line parallel to the east lot line of Lot 25 to a point on the north lot line of Lot 26; thence easterly along said north lot line to the northeast corner of Lot 26; thence southerly along the east lot lines of Lots 26-27 of Moore & Sang's Addition to the southeast corner of Lot 27; thence westerly along the south lot line of Lot 27 to the northeast corner of Lot 29; thence southerly along the east lot line of Lot 29 to a point on the north right of way line of West Prospect Street; thence perpendicular to the north right of way line of West Prospect Street to a point 100 feet east of the northwest corner of Lot 20 of Adam's Addition on the south right of way line of said street; thence southerly along a line parallel to the east lot lines of Lots 20-21 of Adam's Addition to a point on the north lot line of Lot 22; thence easterly along the north line of Lot 22 to the northeast corner of said lot; thence southerly to the southeast corner of said lot; thence along the south line of Lot 22 westerly to a point 35 feet east of the northwest corner of Lot 32 of Adam's Addition; thence 50 feet southerly and parallel to the west line of Lot 32; thence westerly and parallel to the north line of Lot 32 to a point 50 feet easterly of the west line of Lot 33 of Adam's Addition; thence southerly and parallel to the west lot line of Lot 33 to the north right of way line of West Hewitt Avenue; thence easterly along the north right of way West Hewitt Avenue to a point 112 feet easterly of the southwest corner of Lot 33 of Adam's Addition; thence southerly to a point on the south right of way of said street, said point being the northeast corner of Lot 24, Block 2 of John Burt's Addition; thence southerly along the east lot lines of Lots 24-19, to the southeast corner of Lot 19, said



corner being the north right of way of West Ohio Street; thence southerly to the south right of way line of said street, said point being the northeast corner of Lot 24, Block 5 of John Burt's Addition; thence southerly along the east lot lines of Lots 24-19, Block 5 to the southeast corner of Lot 19, said corner being the north right of way line of West Michigan Street; thence southerly to the south right of way at the northeast corner of Lot 24, Block 8 of John Burt's Addition; thence along the east lot lines of Lots 24-21, Block 8 of John Burt's Addition to the northeast corner of Lot 20; thence along the east line of Lot 20 to a point 12.85 feet south of the northeast corner of Lot 20; thence westerly 45 feet; thence southerly and parallel to the west lot lines of Lot 20-19, Block 8 of John Burt's Addition to a point on the north right of way line of West Arch Street, said point being 67.3 feet easterly of the southwest corner of Lot 19; thence southerly to a point on the south right of way line of said street, said point being 37.5 feet easterly of the northwest corner of Lot 17, Block 11 of John Burt's Addition; thence southerly 84 feet along a line parallel to the west lot line of Lots 17 and 18; thence southeasterly 15.2 feet to a point 94 feet northerly of the north right of way line of West Ridge Street; thence 94 feet southwesterly to a point on the north right of way line of West Ridge Street, said point being 44 feet southeasterly of the southwest corner of Lot 19, Block 11 of John Burt's Addition; thence southerly to a point on the south right of way line of West Ridge Street, said point being 45 feet easterly of the northwest corner of Lot 4, Block 7 of the 36 Acre Plat; thence westerly along the south right of way line of West Ridge Street to the northwest corner of Lot 4; thence along the east right of way line of North Third Street to the centerline of West Bluff Street; thence westerly along the centerline of West Bluff Street to the centerline intersection of North Third Street, said intersection being the point of beginning (P.O.B.).



EXHIBIT C - BASE VALUES

Base Values for all Development Areas

Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
110360	415 S Third		0			
110370	157 W Baraga		17,900			
110380	155 W Baraga		18,300			
110390	151 W Baraga		13,800			
110400	149 W Baraga		38,100			
110410	139 W Baraga		19,356			
110420	141 W Baraga		13,900			
110430	119 W Baraga		62,300			
110431	113 W Baraga		0			
110480	109 W Baraga		40,800			
110490	101 W Baraga		13,700			
110510	300 S Front St		344,200			
110540	320 S Front St		22,400			
110550	126 W Baraga		0			
110560	125 W Spring		0			
110570	130 W Baraga		10,200			
110580	136 W Baraga		40,900			
110600	145 W Spring		0			
110680	125 W Spring		0			
110710	214 S Front		12,500			
110720	222 S Front		43,800			
110730	112 W Spring		71,400			
110760	122 W Spring		21,600			
110770	124 W Spring		109,600			
110800	148 W Spring					
110810	150 W Spring					
110810	150 W Spring		0			
111290	234 W Baraga					

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Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
111290	234 W Baraga		0			
111300	501 S Front					
111310	501 S Front					
111310	102 E Baraga			0		
111330	100 E Baraga					
111330	100 E Baraga			0		
111340	501 S Front					
111350	601 S Lakeshore			60,600		
111371	327 S Lakeshore			35,400		
111372	252 E Main			0		
111373	245 S Lakeshore			0		
111380	321 S Front			35,200		
111400	317 S Front			27,900		
111410	315 S Front			0		
111420	311 S Front			26,400		
111430	309 S Front			245,600		
111450	111 E Baraga			0		
111460	117 E Baraga			0		
111470	210 S Lakeshore			3,400		
111500	252 E Main			0		
111501	252 E Main			0		
111502	252 E Main			0		
111503	252 E Main			0		
111504	252 E Main			0		
111505	252 E Main			0		
111506	252 E Main			0		
111507	252 E Main			0		
111508	252 E Main			0		
111509	252 E Main			0		
111510	252 E Main			0		

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Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
111511	252 E Main			0		
111512	252 E Main			0		
111513	252 E Main			0		
111514	252 E Main			0		
111515	252 E Main			0		
111516	252 E Main			0		
111517	252 E Main			0		
111518	252 E Main			0		
111519	252 E Main			0		
111520	252 E Main			13,500		
111532	300 E Main			29,400		
111540	225 S Front			33,300		
111580	215 S Front			14,200		
111610	111 E Spring			36,900		
150171	145 W Ridge					
150180	224 N Third					
150200	216 N Third					
150210	214 N Third		18,200			
150250	217 N Front					
150270	122 W Bluff		28,750			
150300	201 N Front		67,500			
150310	213 N Front					
150320	230 N Front			30,600		
150350	210 N Front			118,300		
150360	200 Blaker			0		
150380	105 E Washington			0		
150390	205 Lakeshore			0		
150400	205 Lakeshore			55,800		
150410	120 N Front			0		
150420	100 E Bluff			0		

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Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
150450	100 N Front			623,200		
150460	127 N Front	75,198				
150470	121 N Front	37,500				
150480	102 W Washington	13,861				
150520	128 W Washington	238,680				
150530	118 W Washington	20,000				
150540	112 W Washington	63,959				
150550	102 W Washington	112,390				
150580	135 W Bluff	30,396				
150600	118 N Third	17,835				
150620	122 N Third	37,360				
150630	156 W Washington	45,360				
150631	100 N Third	0				
150640	110 N Third	16,924				
150650	154 W Washington	34,044				
150651	158 W Washington	0				
150660	148 W Washington	59,400				
150670	144 W Washington	0				
150690	142 W Washington	10,562				
150710	136 W Washington	48,600				
150760	131 W Washington	27,500				
150770	135 W Washington	76,258				
150780	137 W Washington	58,088				
150790	145 W Washington	61,750				
150800	147 W Washington	86,400				
150810	153 W Washington	62,370				
150820	113 S Third	40,000				
150821	111 S Third	46,846				
150830	130 W Main	64,800				
150840	124 W Main	84,429				

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Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
150850	101 W Washington	302,400				
150870	127,125,121 W Washington	110,000				
150880	110 W Main	16,484				
150881	120 W Main	0				
150890	120 S Front	43,000				
150930	107 S Front			25,100		
150940	101 S Front			153,000		
150950	113 S Front			55,400		
150960	119 S Front			48,400		
150970	119 S Lakeshore			8,500		
150990	203 S Front			18,600		
151010	120 E Main			24,400		
151030	213 S Front			0		
151043	107 W Main		112,200			
151052	101 W Main		35,300			
151053	135 W Main	0				
160010	223 Blaker			0		
160030	112 E Ridge					
160040	203 Blaker			0		
170100	207 Lakeshore			47,000		
170101	211 Lakeshore			0		
170105	211 Lakeshore			0		
173070	270 N Lakeshore			35,700		
190010	202 W Washington	0				
190020	220 W Washington	327,092				
190030	228 W Washington	158,150				
190180	310 W Washington		72,600			
190210	338 W Washington		98,400			
190230	340 W Washington		17,300			
190240	344 W Washington		54,900			

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Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
190390	500 W Washington		45,000			
190420	502 W Washington		160,600			
190480	510 W Washington		28,900			
200020	201 W Washington	48,665				
200040	215 W Washington	27,820				
200050	219 W Washington	10,811				
200060	221 W Washington	0				
200070	223 W Washington	18,360				
200080	225 W Washington	3,175				
200090	227 W Washington	18,720				
200100	229 W Washington	14,040				
200110	231 W Washington	22,952				
200130	239 W Washington	35,000				
200140	249 W Washington	224,263				
200141	103 S Fourth	0				
210030	412 W Washington		1,071,000			
220015	301 W Washington		48,505			
220030	313 W Washington		25,300			
220031	309 W Washington		5,600			
220040	317 W Washington		13,400			
220050	315 W Washington		21,900			
220060	321 W Washington		8,000			
220070	323 W Washington		13,200			
220080	327 W Washington		19,550			
220090	329 W Washington		40,800			
220100	335 W Washington		58,600			
220110	347 W Washington		14,900			
220120	351 W Washington		28,627			
220130	401 W Washington		74,300			
220150	419 W Washington		34,600			

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Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
220160	423 W Washington		41,000			
220170	429 W Washington		24,200			
220180	427 W Washington		3,600			
220190	431 W Washington		10,900			
220200	439 W Washington		6,100			
220210	443 W Washington		13,500			
220220	447 W Washington		26,100			
220230	501 W Washington		80,200			
220260	509 W Washington		26,700			
220270	513 W Washington		5,700			
220280	517 W Washington		34,900			
220290	519 W Washington		19,700			
220300	521 W Washington		24,200			
220310	533 W Washington		47,700			
220320	537 W Washington		22,900			
220340	547 W Washington		0			
510581	101 N Lakeshore			0		
1090010	205 N Lakeshore 1A			0		
1090020	205 N Lakeshore 1A R			0		
1090030	205 N Lakeshore 1B			0		
1090040	205 N Lakeshore 1C			0		
1090050	205 N Lakeshore 2A			0		
1090060	205 N Lakeshore 2B			0		
150171	145 W RIDGE ST				101,770	
150200	216 N THIRD ST				69,932	
180300	600 N THIRD ST				287,072	
180310	610 N THIRD ST				47,626	
180320	614 N THIRD ST				112,401	
180330	622 N THIRD ST				388,131	
180370	629 N THIRD ST				91,094	

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Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
180380	621 N THIRD ST				170,349	
180390	617 N THIRD ST				190,389	
180400	611 N THIRD ST				400,155	
180410	607 N THIRD ST				116,917	
180430	603 N THIRD ST				211,735	
180480	523 N THIRD ST				227,802	
180490	521 N THIRD ST				54,898	
180510	517 N THIRD ST				218,048	
180520	501 N THIRD ST				114,123	
180522	503 N THIRD ST				79,069	
180523	505 N THIRD ST				50,190	
180750	500 N THIRD ST				361,200	
180760	514 N THIRD ST				146,989	
180790	526 N THIRD ST				263,637	
181330	410 N THIRD ST				352,511	
181350	420 N THIRD ST				40,425	
181380	424 N THIRD ST				339,745	
181390	429 N THIRD ST				170,810	
181410	427 N THIRD ST				0	
181420	415 N THIRD ST				106,272	
181430	411 N THIRD ST				92,153	
181440	407 N THIRD ST				90,329	
181450	401 N THIRD ST				156,003	
181500	201 W ARCH ST				41,550	
181520	204 W RIDGE ST				113,763	
181730	149 W ARCH ST				19,912	
181740	150 W RIDGE ST				88,021	
330210	726 N THIRD ST				107,913	
330230	714 N THIRD ST				180,915	
330231	724 N THIRD ST				92,086	

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Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
330340	710 N THIRD ST				111,663	
330360	713 N THIRD ST				65,560	
330370	711 N THIRD ST				53,850	
330380	701 N THIRD ST				181,780	
330420	717 N THIRD ST				86,940	
330430	723 N THIRD ST				83,312	
330441	727 N THIRD ST				53,364	
330490	803 N THIRD ST				163,177	
330500	809 N THIRD ST				44,626	
330510	813 N THIRD ST				47,994	
330520	817 N THIRD ST				67,867	
330530	827 N THIRD ST				292,060	
330550	901 N THIRD ST				105,710	
330600	907 N THIRD ST				107,093	
330610	909 N THIRD ST				74,898	
330620	923 N THIRD ST				76,477	
330630	927 N THIRD ST				242,426	
330640	1001 N THIRD ST				89,993	
330650	1007 N THIRD ST				142,135	
330660	1015 N THIRD ST				289,465	
340010	1025 N THIRD ST				336,491	
340020	1027 N THIRD ST				70,507	
340021	1029 N THIRD ST				0	
340030	1031 N THIRD ST				162,399	
340051	1101 N THIRD ST				340,207	
340070	1109 N THIRD ST				80,199	
340080	1119 N THIRD ST				77,809	
340100	1123 N THIRD ST				97,900	
340110	1127 N THIRD ST				172,400	
340120	1201 N THIRD ST				47,629	

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City of Marquette Downtown Development Plan And Tax Increment Financing Plan #4 1/19/24 Draft

Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
340140	1203 N THIRD ST				85,534	
340150	1209 N THIRD ST				138,184	
340160	1213 N THIRD ST				0	
340170	1219 N THIRD ST				0	
340190	301 W KAYE AVE				68,214	
340210	1301 N THIRD ST				620,419	
340260	301 W FAIR AVE				357,400	
350270	828 N THIRD ST				14,408	
350280	824 N THIRD ST				71,439	
350290	816 N THIRD ST				92,644	
350300	800 N THIRD ST				307,224	
350301	810 N THIRD ST				136,990	
350631	900 N THIRD ST				80,717	
350640	908 N THIRD ST				130,114	
350650	910 N THIRD ST				63,953	
350660	914 N THIRD ST				88,789	
350680	926 N THIRD ST				279,990	
351090	1000 N THIRD ST				127,946	
351110	1010 N THIRD ST				132,319	
351120	1012 N THIRD ST				83,573	
351130	1014 N THIRD ST				62,434	
400010	1018 N THIRD ST				70,215	
400040	1034 N THIRD ST				209,475	
400090	1100 N THIRD ST				103,189	
400110	1104 N THIRD ST				67,987	
400130	1106 N THIRD ST				268,194	
400150	1110 N THIRD ST				32,970	
400170	1120 N THIRD ST				22,890	
400180	1126 N THIRD ST				22,155	
400230	1202 N THIRD ST				29,715	



Parcel #	Address	TIF 84	TIF 92 West	TIF 92 East	Third Street	Total
400250	1208 N THIRD ST				42,735	
400270	1210 N THIRD ST				29,715	
400290	1212 N THIRD ST				199,080	
400340	1240 N THIRD ST				74,786	
400420	1324 N THIRD ST				319,519	
Total Real Property Base		2,851,442	3,520,088	1,805,800	13,896,782	22,074,112
Balancing Parcel Real Property		376,933	96,100	318,900	0	791,933
Total Real Property Base		3,228,375	3,616,188	2,124,700	13,896,782	22,866,045
Total Personal Property Base		58,767	195,279	188,200	136,742	578,988
Balancing Personal Property		349,573	379,600	480,900	0	1,210,073
Total Personal Property Base Value		408,340	574,879	669,100	136,742	1,789,061
Total Base Real & Personal Value		3,636,715	4,191,067	2,793,800	14,033,524	24,655,106

Notes:

Third Street Personal Property Parcels

Address	Parcel Number	2023 Value
150 W RIDGE ST	9630041	0
150 W RIDGE ST	9661098	0
150 W RIDGE ST	9671402	0
216 N THIRD ST	9671740	0
401 N THIRD ST	9671914	0
410 N THIRD ST	9641275	0
415 N THIRD ST	9671252	0
429 N THIRD ST	9660649	0
500 N THIRD ST	9660320	0
501 N THIRD ST	9670885	0
503 N THIRD ST	9671860	8,000
505 N THIRD ST	9672060	5,000
514 N THIRD ST	9640297	0
517 N THIRD ST	9671847	0
521 N THIRD ST	9670505	0
526 N THIRD ST	9630593	0
600 N THIRD ST	9671857	0
603 N THIRD ST	9670766	0
603 N THIRD ST	9672025	0
607 N THIRD ST	9670024	0

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City of Marquette Downtown Development Plan And Tax Increment Financing Plan #4 1/19/24 Draft

Address	Parcel Number	2023 Value
607 N THIRD ST	9672131	0
610 N THIRD ST	9672176	0
611 N THIRD ST	9671418	0
617 N THIRD ST	9650305	0
621 N THIRD ST	9671943	0
621 N THIRD ST	9671943	0
622 N THIRD ST	9670325	0
629 N THIRD ST	9650085	0
701 N THIRD ST	9671021	5,000
711 N THIRD ST	9630675	0
714 N THIRD ST	9650490	0
714 N THIRD ST	9671763	0
717 N THIRD ST	9671919	0
724 N THIRD ST	9640685	0
726 N THIRD ST	9660648	0
727 N THIRD ST	9640115	28,742
803 N THIRD ST	9671733	0
810 N THIRD ST	9672059	0
813 N THIRD ST	9671920	0
816 N THIRD ST	9670990	0
824 N THIRD ST	9651340	0
827 N THIRD ST	9650595	0
828 N THIRD ST	9640257	0
900 N THIRD ST	9670203	0
901 N THIRD ST	9640175	0
907 N THIRD ST	9672177	0
908 N THIRD ST	9670341	0
910 N THIRD ST	9650123	0
914 N THIRD ST	9650610	15,000
926 N THIRD ST	9670270	0
927 N THIRD ST	9660899	0
1000 N THIRD ST	9660725	0
1001 N THIRD ST	9660995	8,000
1007 N THIRD ST	9671206	0
1007 N THIRD ST	9651040	0
1010 N THIRD ST	9650120	0

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City of Marquette Downtown Development Plan And Tax Increment Financing Plan #4 1/19/24 Draft

Address	Parcel Number	2023 Value
1012 N THIRD ST	9660922	0
1014 N THIRD ST	9672023	5,000
1015 N THIRD ST	9671204	5,000
1015 N THIRD ST	9671205	7,000
1015 N THIRD ST	9630591	0
1015 N THIRD ST	9650415	0
1015 N THIRD ST	9671867	0
1015 N THIRD ST	9671979	0
1015 N THIRD ST	9672178	0
1025 N THIRD ST	9670992	0
1029 N THIRD ST	9670567	0
1031 N THIRD ST	9671601	0
1034 N THIRD ST	9672179	0
1034 N THIRD ST	9672180	0
1034 N THIRD ST	9672181	0
1100 N THIRD ST	9660140	0
1100 N THIRD ST	9671719	15,000
1106 N THIRD ST	9630652	0
1123 N THIRD ST	9660661	0
1123 N THIRD ST	9671835	0
1208 N THIRD ST	9672132	0
1209 N THIRD ST	9671977	0
1212 N THIRD ST	9641270	0
1301 N THIRD ST	9672024	35,000
TOTAL		136,742



EXHIBIT D - TAX CAPTURE ESTIMATES

Projected Real TIF Capture by TIF District

Tax Year millage rate>	PROJECTED TIF				TOTAL
	TIF 84	TIF 92 West	TIF 92 East	Third Street	
	27.5303	19.9585	27.5303	27.5303	
2023	\$269,316	\$270,713	\$496,154	\$0	\$1,036,183
2024	\$277,433	\$277,834	\$494,763	\$0	\$1,050,030
2025	\$285,739	\$285,120	\$632,372	\$9,447	\$1,212,677
2026	\$294,237	\$292,576	\$647,779	\$19,112	\$1,253,704
2027	\$302,933	\$300,204	\$663,543	\$29,002	\$1,295,682
2028	\$311,830	\$308,009	\$679,673	\$39,121	\$1,338,634
2029	\$301,558	\$290,270	\$654,147	\$46,489	\$1,292,463
2030	\$310,310	\$297,776	\$670,015	\$56,443	\$1,334,545
2031	\$319,266	\$305,457	\$686,251	\$66,629	\$1,377,603
2032	\$328,429	\$313,316	\$702,864	\$77,051	\$1,421,659
2033	\$337,805	\$321,357	\$719,862	\$87,715	\$1,466,738
2034	\$347,398	\$329,585	\$737,254	\$98,626	\$1,512,863
2035	\$357,214	\$338,003	\$755,050	\$109,791	\$1,560,058
2036	\$367,258	\$346,617	\$773,259	\$121,214	\$1,608,348
2037	\$377,535	\$355,431	\$791,890	\$132,902	\$1,657,759
2038	\$388,050	\$364,449	\$810,954	\$144,862	\$1,708,315
2039	\$398,809	\$373,677	\$830,460	\$157,099	\$1,760,045
2040	\$409,818	\$383,118	\$850,418	\$169,620	\$1,812,975
2041	\$421,082	\$392,779	\$870,840	\$182,432	\$1,867,133
2042	\$432,608	\$402,664	\$891,735	\$195,540	\$1,922,547
2043	\$444,401	\$412,778	\$913,115	\$208,953	\$1,979,247
2044	\$456,467	\$423,127	\$934,991	\$222,677	\$2,037,262
2045	\$468,814	\$433,716	\$957,375	\$236,720	\$2,096,624
2046	\$481,447	\$444,550	\$980,278	\$251,088	\$2,157,362
2047	\$494,373	\$455,636	\$1,003,712	\$265,789	\$2,219,510
2048	\$507,598	\$466,979	\$1,027,690	\$280,832	\$2,283,100
2049	\$521,131	\$478,586	\$1,052,224	\$296,224	\$2,348,165
2050	\$534,978	\$490,461	\$1,077,328	\$311,973	\$2,414,740
2051	\$549,146	\$502,612	\$1,103,014	\$328,087	\$2,482,859
2052	\$563,643	\$515,045	\$1,129,296	\$344,575	\$2,552,558
2053	\$578,476	\$527,767	\$1,156,187	\$361,445	\$2,623,875
2054	\$593,653	\$540,783	\$1,183,703	\$378,707	\$2,696,846
TOTAL	\$12,763,439	\$11,970,282	\$26,382,044	\$5,230,164	\$56,345,929

Notes

- Assumes the Library does not opt in after they are automatically opted out after 2028, combined millage rates exclude the library millage, the County is opted out of TIF 92 West
- Inflation is estimated at 2.32% annually based on the compound annual growth rate of taxable value in the DDA District from 2012 through 2021
- Based on 2023 millage rates, millage rates change over time so actual revenue will vary
- Projects TIF on real taxable value only, not personal
- Does not consider the impact of existing or future brownfield plans
- *Italics* indicates projections



EXHIBIT E - Impact on Taxing Authorities

Projected TIF Collected by DDA Broken Down by Taxing Authority

Tax Year	City	County	DDA	Iron Ore H.A.	Library	TOTAL
millage rate>	17.9057	7.5718	1.8558	0.1970	1.7689	
2024	\$700,879	\$199,559	\$72,641	\$7,711	\$69,240	\$1,050,030
2025	\$801,830	\$239,709	\$83,104	\$8,822	\$79,213	\$1,212,677
2026	\$828,490	\$248,385	\$85,867	\$9,115	\$81,846	\$1,253,704
2027	\$855,769	\$257,262	\$88,694	\$9,415	\$84,541	\$1,295,682
2028	\$883,681	\$266,345	\$91,587	\$9,722	\$87,299	\$1,338,634
2029	\$912,241	\$275,638	\$94,547	\$10,037	\$0	\$1,292,463
2030	\$941,463	\$285,148	\$97,576	\$10,358	\$0	\$1,334,545
2031	\$971,363	\$294,878	\$100,675	\$10,687	\$0	\$1,377,603
2032	\$1,001,957	\$304,833	\$103,846	\$11,024	\$0	\$1,421,659
2033	\$1,033,260	\$315,020	\$107,090	\$11,368	\$0	\$1,466,738
2034	\$1,065,290	\$325,443	\$110,410	\$11,720	\$0	\$1,512,863
2035	\$1,098,063	\$336,108	\$113,806	\$12,081	\$0	\$1,560,058
2036	\$1,131,596	\$347,020	\$117,282	\$12,450	\$0	\$1,608,348
2037	\$1,165,907	\$358,186	\$120,838	\$12,827	\$0	\$1,657,759
2038	\$1,201,015	\$369,610	\$124,477	\$13,214	\$0	\$1,708,315
2039	\$1,236,936	\$381,300	\$128,200	\$13,609	\$0	\$1,760,045
2040	\$1,273,692	\$393,261	\$132,009	\$14,013	\$0	\$1,812,975
2041	\$1,311,300	\$405,499	\$135,907	\$14,427	\$0	\$1,867,133
2042	\$1,349,780	\$418,021	\$139,895	\$14,850	\$0	\$1,922,547
2043	\$1,389,153	\$430,834	\$143,976	\$15,284	\$0	\$1,979,247
2044	\$1,429,440	\$443,944	\$148,151	\$15,727	\$0	\$2,037,262
2045	\$1,470,662	\$457,358	\$152,424	\$16,180	\$0	\$2,096,624
2046	\$1,512,839	\$471,084	\$156,795	\$16,644	\$0	\$2,157,362
2047	\$1,555,996	\$485,127	\$161,268	\$17,119	\$0	\$2,219,510
2048	\$1,600,153	\$499,497	\$165,845	\$17,605	\$0	\$2,283,100
2049	\$1,645,335	\$514,200	\$170,527	\$18,102	\$0	\$2,348,165
2050	\$1,691,566	\$529,244	\$175,319	\$18,611	\$0	\$2,414,740
2051	\$1,738,869	\$544,637	\$180,222	\$19,131	\$0	\$2,482,859
2052	\$1,787,269	\$560,388	\$185,238	\$19,664	\$0	\$2,552,558
2053	\$1,836,792	\$576,503	\$190,371	\$20,209	\$0	\$2,623,875
2054	\$1,887,465	\$592,993	\$195,622	\$20,766	\$0	\$2,696,846
TOTAL	\$39,310,052	\$12,127,036	\$4,074,211	\$432,492	\$402,139	\$56,345,929

Notes:

- Assumes the Library does not opt in after they are automatically opted out after 2028, combined millage rates exclude the library millage, the County is opted out of TIF 92 West
- Inflation is estimated at 2.32% annually based on the compound annual growth rate of taxable value in the DDA District from 2012 through 2021
- Based on 2023 millage rates, millage rates change over time so actual revenue will vary
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- *Italics* indicates projections

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/29/2024

New Business **Enterprise Vehicle Lease Agreement**

BACKGROUND:

The City's Motor Pool currently contains 89 light duty vehicles varying from police cars to heavy-duty pickup trucks. These vehicles are used daily to maintain city services and are essential to keep the city functioning. On average, the city has replaced three to four vehicles per year, with most of those being police related. At our current rate, it takes over 25 years to completely turn over the fleet. Keeping vehicles in operation for that length of time increases maintenance and fuel costs significantly.

Motor Pool staff were charged with finding ways to reduce costs and improve vehicle uptime and safety. Utilizing the Sourcewell Purchasing Program, staff requested that Enterprise Fleet Management review the City's fleet for a potential lease opportunity. After several months of discussions, Enterprise recommended a phased approach where the city would leverage an open-ended lease program. Under the program, the city would lease 73 vehicles phased in over a 5-year period. Most vehicles would be turned over every two years except for police vehicles which would be on a 3-to-4-year cycle. The cost for the first year to transition to the program is approximately \$376,000 and will be offset by \$221,000 generated from the proceeds from selling our current vehicles as well the savings that will be realized from decreased maintenance costs and better fuel economy. It is estimated that the city will save nearly \$350,000 over the course of the first 5 years of the program.

FISCAL EFFECT:

The Motor Vehicle FY 2024 operating and capital outlay funds contain adequate funding for this year's lease. Future years will budget accordingly based on the plan.

RECOMMENDATION:

Approve the lease agreements with Enterprise FM Trust, authorize the City Clerk and Mayor to sign the agreements, and authorize the City Manager or her designee to approve all motor vehicle lease documents.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

▢ Enterprise Lease Agreement

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this ____ day of _____, 2023, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for

any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against City of Marietta, Ga, suit, action or liability, and that Lessor will not be held liable for any damage or irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty

Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Marquette

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

DocuSigned by:

Dana Barnes

DEF083A23F0242A...

By: Sally Davis
Title: Mayor

Address: 300 W Baraga Ave.
Marquette, MI 49855

By: Dana Barnes
Title: Regional Sales Manager

Address: 2720 28th St SE
Grand Rapids, MI 49512

Date Signed: _____, _____

Date Signed January 8, 2024
_____, _____

By: Kyle Whitney
Title: Clerk

Address: 300 W Baraga Ave.
Marquette, MI 49855

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of December, 2023 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into in December, 2023 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Marquette ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by law and without waiving governmental immunity, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be and shall not act as a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Michigan (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Marquette (Lessee)

By Sally Davis

Title: Mayor

Date Signed: _____, _____

By Kyle Whitney

Title: Clerk

Date Signed: _____, _____

DocuSigned by:

Dana Barnes

DEF083A23F0242A...

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

Dana Barnes
By _____

Title: Regional Sales Manager

January 8, 2024
Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Marquette (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of December, 2023 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 550 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees

and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

- (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
6. Indemnification and Hold Harmless: Except as otherwise provided herein, to the extent permitted by law and without waiving government immunity CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from the use or operation of a Vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER, to the extent permitted by law and without waiving governmental immunity, shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This

insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

DocuSigned by: "ENTERPRISE"

By _____
DEF983A23F0242A...
Signature

Printed Name: Dana Barnes
Title: Regional Sales Manager

"CUSTOMER"
By _____
Signature

Printed Name: Sally Davis
Title: Mayor

January 8, 2024 Date

Date

By _____
Signature

Printed Name: Kyle Whitney

Title: Clerk

Date

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC

Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and the City of Marquette (hereinafter referred to as "CUSTOMER") on this ____ day of December, 2023 (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and

B. The CUSTOMER is in the business of _____.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 550.00 ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably

believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER to the extent permitted by law and without waiving governmental immunity, agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
8. Liens, Judgments, Titles and Defects: To the extent permitted by law and without waiving governmental immunity, CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and to the extent permitted by law and without waiving governmental immunity, the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000.000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

DocuSigned by: "ENTERPRISE"

By _____
DEF983A23F0242A...
Signature

Printed Name: Dana Barnes
Title: Regional Sales Manager
January 8, 2024

Date

"CUSTOMER"
By _____
Signature

Printed Name: Sally Davis
Title: Mayor

Date

By _____
Signature

Printed Name: Kyle Whitney
Title: Clerk

Date

Please complete all applicable items.

Company Name City of Marquette Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal
 Published Annual Reports ☐ Yes ☐ No
 Income Tax Returns (3 years) ☐ Yes ☐ No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title
_____ Print Name	_____ Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Sally Davis

Print Name

Signature

Date

Kyle Whitney

Print Name

Signature

Date

Mayor

Title
City of Marquette

Company Name

Clerk

Title
City of Marquette

Company Name

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

© 2018 Enterprise Fleet Management, Inc. H00479_EFM Government Credit Application

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/29/2024

New Business **Firefighters Labor Agreement**

BACKGROUND:

The City of Marquette has reached a new Agreement with the Marquette Firefighters Association. The bargaining unit has ratified the Agreement. The main issue during negotiations was rates of pay. The parties have agreed to a two-year contract with a \$1.50 per hour wage increase for each union position for year one effective today, and a 3% wage increase for year two. The probationary firefighter rate has been eliminated to bring new firefighters in at the former 12-month rate and bring firefighters to their full rate by one year instead of at their 2-year anniversary.

The City's bargaining team would like to thank the Marquette Firefighters 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 increase to wages is roughly \$111,000. This will require a budget amendment.

RECOMMENDATION:

Approve the Marquette Firefighters Association Labor Agreement effective October 1, 2023 through September 30, 2025, and authorize the Mayor and City Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 1/29/2024

New Business

City Manager and City Attorney Evaluation Subcommittee

BACKGROUND:

On August 14, 2023, three Commissioners were appointed 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. The three Commissioners appointed at that time were Commissioners Hanley, Ottaway and Smith. On September 25, the Commission approved the annual performance evaluations for both the City Manager and City Attorney and extended each of their contracts to Sept. 30, 2026 at the existing compensation level with discussion related to revisiting compensation to be held at a later date. The subcommittee expressed an interest in annually appointing an evaluation committee for the duration of the calendar year for more continuous dialogue with the City Manager and City Attorney.

FISCAL EFFECT:

None with this action.

RECOMMENDATION:

Appoint three Commissioners to serve on the City Manager and City Attorney Evaluation Subcommittee for calendar year 2024 with an immediate charge to review the City Manager's and City Attorney's compensation and bring back a recommendation at the City Commission's March 11th regular meeting and continue serving on the subcommittee for the year including conducting their evaluations in the fall.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available