City of Marquette, MI

Meeting Agenda
City Commission

Monday, January 31, 2022
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. Appointments

Lauren Rowland, Downtown Development Authority, for a term ending 01-01-26
Adeline Beauchaine, Board of Review, for a term ending 02-01-25

2. Reappointments

Nichole Durley, Downtown Development Authority, for a term expiring 01-01-26
David Allen, Marquette Brownfield Redevelopment Authority, for a term expiring 02-15-25

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

Presentation(s)

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

4. Presque Isle Park Advisory Committee, by Chair Tara Gluski

5. Consent Agenda - Roll Call Vote

5.a. Approve the minutes of the January 10, 2022 regular Commission meeting
5.b. Approve the minutes of the January 17, 2022 Commission work session
5.c. Approve the minutes of the January 24, 2022 Commission work session
5.d. Approve the total bills payable in the amount of $1,521,170.63
5.e. Marquette Area Public Schools - Ice Contract
5.f. Marquette Area Public Schools - Locker Room Lease
5.g. Monroe Wing Plow Purchase
5.h. Moosewood Nature Center - Lease Agreement
5.i. Municipal Tractor Purchase

5.j. Replacement Thickener Transfer Pump Purchase

5.k. Resolutions for the Dedication of McClellan Avenue and Center Street Right of Way - Roll Call Vote

New Business

6. Schedule Public Hearing: Ore Dock Brewing Company Brownfield Plan - Roll Call Vote

7. Fire Truck Maintenance Agreement

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote

Approve the minutes of the January 10, 2022 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- January 10 Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, January 10, 2022
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

Approval of the Agenda

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

Announcements

Mayor Smith noted that, due to the uptick in Covid cases locally, she is asking anyone entering Commission Chambers to please wear a mask. She noted that the remote meeting provisions of the Michigan Open Meetings Act expired at the end of 2021 and that the Commission would no longer have the option to meet remotely, even due to Commissioner illness.

Boards and Committees

1. Appointment

Nathan Williams, Planning Commission, for an unexpired term ending 02-15-24

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

2. Reappointment

Scott Krah, Marquette County Transit Authority, for a term ending 12-31-24

Mayor Pro Tem Cody Mayer moved to Approve the reappointment as listed, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

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

Margaret Brumm said she would like it if the Commissioners could share their City-related goals for the coming year, and said that sometimes the year's most impactful actions or projects weren't even thought of in January.

Presentation(s)

3. Board of Review, by Steve Lawry

City Board of Review Chair Steve Lawry offered an update on the board's recent activities. Mr. Lawry noted that the Board of Review had only two members and said he feels that limited membership doesn't offer enough variation of opinion and experience to provide residents the due process they are owed. He discussed statistics related to Board of Review cases and official challenges to board decisions.
Commissioner Bonsall noted that the board sees many requests for veterans' exemptions, and asked why the poverty exemption isn't utilized more often. Mr. Lawry stated that the criteria for the poverty exemption is quite strict and takes into account the total incomes of all residents on the property, as well as the value of other assets.
Commissioner Hill asked questions about certain terminology used in the reported valuation data, and staff said they would ask the assessor's office to follow-up with clarification.

4. Consent Agenda - Roll Call Vote

Commissioner Jessica Hanley moved to Approve the Consent Agenda as presented, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously by Roll Call Vote.

4.a. Approve the minutes of the December 20, 2021 regular Commission meeting

4.b. Approve the total bills payable in the amount of $1,132,289.23

4.c. Noquemanon Trails Network - Grooming Permit

4.d. Noquemanon Trails Network - NMU Trail Grooming Permit

4.e. State Right-of-Way Permits - Roll Call Vote

New Business

5. City Commission Rules of Procedure #2003-01

Commissioner Fred Stonehouse moved to Approve the proposed City Commission Rules of Procedure, seconded by Mayor Pro Tem Cody Mayer and Carried Unanimously.

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

There was no public comment at this point.

Comments from the Commission

Commissioner Davis said there is a lot on the Commission's agenda and that her goal for the year is simply to delve deeply into the issues and to make the best decisions

possible.

Commissioner Hanley said she is always aware that her decisions impact all residents of the City and she wants to be able to stand behind each decision she makes. She also said she wants to focus this year on advocating for residents to fill the vacant positions on the City's boards and committees.

Mayor Pro Tem Mayer noted that he received his Covid-19 booster shot recently. He said that as he looks ahead to the rest of 2022, he wants to be sure he works to govern in a manner that is healthy and productive for democracy.

Commissioner Hill thanked the City crews that are working outdoors today to repair and maintain City infrastructure in the sub-zero weather. Regarding the coming year, she said she was hoping to engage fully in the City Master Plan process and thinks the task of filling City board rosters is very important.

Commissioner Stonehouse said the Commission has a full plate in 2022 with several critical items, including economic development, affordable housing, recycling, Covid-related concerns and climate change. He said the Commission can only move toward the City's goals by working together effectively.

Commissioner Bonsall thanked Steve Lawry for the Board of Review presentation and thanked him for his efforts. He said he liked Commissioner Hanley's point about focusing on filling board and committee rosters. He told residents to be aware that a misprint on some recent utility bills indicated an incorrect due date - all are due on Jan. 19. He said yesterday was National Law Enforcement Appreciation Day and he thanked all local law enforcement, who play a critical role in our community. In discussing goals for 2022, Commissioner Bonsall said residents expect to be able to trust commissioners, they expect the Commission to ensure basic services remain operational and they expect the Commission to move toward addressing the bigger issues, like housing affordability and the preservation of public lakeshore. He said he aims to focus on those three categories.

Mayor Smith wished residents a happy 2022 and noted that she had recently been appointed to the Northern Michigan University Presidential Search Advisory Committee. She said that a goal of hers for the coming year will be to find ways to increase City revenues, adding that many of the things mentioned just now by other commissioners would ultimately hinge on additional revenues.

Comments from the City Manager

Assistant City Manager Sean Hobbins thanked the public works staff for their efforts to deal with the recent large snow events, as well as their ability to maintain a high quality of work during this week's bitter cold. He then gave the floor to **Police Chief Blake Rieboldt**, who acknowledged Captain Mike Laurila. He said Capt. Laurila will be retiring at the end of the week after more than 26 years with the City Police Department, and he thanked him and wished him and his family the best.

Adjournment

Mayor Smith adjourned the meeting at 6:48 p.m.

_____ _____

Jennifer A. Smith, Mayor **Kyle Whitney, City Clerk**

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Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote

Approve the minutes of the January 17, 2022 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Jan. 17 Work Session Minutes

City of Marquette, MI
300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda
City Commission

WORK SESSION

Monday, January 17, 2022
4:30 PM
MBLP Board Room

Meeting held at:

Marquette Board of Light and Power

2200 Wright Street

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Davis, Hanley, Hill, Mayer, Smith, Stonehouse

Announcements

Mayor Smith had no announcements,

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

There were no public comments.

1. Marquette Board of Light and Power Update

City Manager Karen Kovacs said she was hoping to take tonight as an opportunity to provide the City Commission with a brief update on Board of Light and Power operations. BLP Executive Director Tom Carpenter welcomed the Commission and then began a presentation that covered several topics.

- The Shiras Steam Plant demolition is almost entirely complete, he said, and should wrap up in the spring. He said it looks like the project will come in significantly under budget, and the group discussed possible future uses for the property, which continues to be used as a bulk unloading site for CCI.
- The BLP is currently circulating a customer satisfaction survey and will be launching a new bill pay and user portal by the end of January.
- There is a need for a second connection with the broader American Transmission Company system to provide redundancy.
- A project is in the works that will replace hydro controls equipment, which is very old.

- The recently completed study about the possibility of the BLP providing broadband service indicated that the effort could work, but that it's not clear enough people would utilize the service to make it financially feasible, even over the long-term. Mr. Carpenter said that partners or grant funding may change the plan, but for the moment the BLP will not be moving forward with the initiative. Discussion ensued about the study and about the possibility of making a version of it available for review.
- As electric vehicles become more common, the BLP is working with a third-party company to look at what the potential impacts to the BLP system could be and how to best prepare.
- There was discussion and background about a franchise request from UPPCO to the City. Staff from the BLP and City shared the history of the request, discussed options with Commissioners and indicated that the City Commission would likely be asked to action on the request at a future meeting.

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

There were no public comments.

Adjournment

Mayor Smith adjourned the meeting at 5:38 p.m.

_____ _____

Jennifer A. Smith, Mayor **Kyle Whitney, City Clerk**

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Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote

Approve the minutes of the January 24, 2022 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Jan. 24 Work Session Minutes

City of Marquette, MI
300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda
City Commission

WORK SESSION

Monday, January 24, 2022
4:30 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Bonsall, Hill, Mayer, Smith, Stonehouse
Absent: Davis, Hanley

Announcements

Mayor Smith had no announcements.

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

Margaret Brumm stated that she thought this work session should be recorded and made available, and that she had communicated this request to the City earlier in the day.

1. Budget and Revenue Discussion

City Manager Karen Kovacs and Finance Director Mary Schlicht offered updates on the end of Fiscal Year 20-21, as well as ideas as the City moves forward in FY21-22.
They shared charts indicating that while the City's property tax millage rate has not increased since 2005, total property tax revenues generated by the City have generally fallen for the past several years.

Factors contributing to this include the loss of some major City taxpayers, including the Presque Isle Power Plant; the outcome of numerous Michigan Tax Tribunal cases, wherein large property owners challenged their valuations; and the impacts of the Headlee Amendment.

Discussion ensued about options for how to best address the City's revenue issues moving forward. Options included an increase in the City millage dedicated to general operations, as well as considerations of other voter-approved millages.

Commissioners spoke about the revenue-based options, as well as about possibilities for lowering City expenditures, and focused on how to best explain this

complicated issue to the public.

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

Margaret Brumm asked for the Commission to really focus on public outreach and on making this an issue that people can easily grasp. She also said it is too soon to discuss eliminating any specific City programs or offerings.

Adjournment

Mayor Smith adjourned the meeting at 6:27 p.m.

_____ _____

Jennifer A. Smith, Mayor **Kyle Whitney, City Clerk**

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Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote
Marquette Area Public Schools - Ice Contract

BACKGROUND:

The Marquette Area Public Schools (Varsity Hockey) has requested the City Commission consider an Agreement for Use of Lakeview Arena - Ice Use. Staff has worked with the City Attorney and Marquette Area Public Schools to draft a standard use agreement which provides for the terms and conditions of the request. The agreement allows for four equal payments of $5,787.50. One hundred eighteen (118) hours are requested for $23,150 for the FY 2022 ice season. Any additional hours of ice usage shall be paid for at the time of the final payment.

FISCAL EFFECT:

Lakeview Arena fund will receive $23,150 in revenue for FY 2022.

RECOMMENDATION:

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

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement, Customer Schedule, Exhibit A, Insurance

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this _____day of _____2021, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the "City") and **MARQUETTE AREA PUBLIC SCHOOLS (VARSITY HOCKEY)**, of 1201 W. Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the "User Group").

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

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit "A" in Lakeview Arena in accordance with the terms and conditions contained herein from November 1, 2021, through March 31, 2022.

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

1. In consideration variable monthly payments of $5,787.50, as adjusted monthly to reflect all additional hours or fewer hours of use, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet specified in Exhibit "A" for the times listed under "Customer Schedule" which includes 118.00 hours. The City will invoice the User Group monthly and payment shall be due with 30 days of the date of the invoice.

2. Should the User Group wish to lease its ice time to another responsible group, at the same rate, during the contract period, it may do so upon forty-eight (48) hours minimum notice to the City. Such sub-lease of User Group ice time shall be made and transacted between the parties and not involve the City. The City retains the right to deny such use for cause which shall not be unreasonably withheld.

3. Food and beverage service operated by the City, or by those persons contracting

with the City to provide said services, will be available to others during advertised special events. The City will work with the User Group to coordinate food service.

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

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

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

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

8. The User Group shall procure and maintain insurance for the duration of this

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

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

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

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

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

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

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

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

10. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

a. The City may elect to continue this Agreement.

b. The City may terminate the User Group's right to possession of Lakeview

Arena at any time, by providing specific written notice to this effect.

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

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

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

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

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

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

b. Surrender the premises to the City.

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

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

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

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

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

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

CITY OF MARQUETTE

Jennifer A. Smith, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

MARQUETTE AREA PUBLIC SCHOOLS

By: Doug Garrow
Its: MSHS, Varsity Hockey Coach

Lakeview Arena

300 W. Baraga Ave.
Marquette, MI 49855

Phone: 906-228-0460
Fax: 906-228-0493

Account Schedule Report

MSHS Varsity Hockey Marquette Area Public Schools
Alex Tiseo
1203 W Fair Ave

Phone: 906-225-5362
Email: atiseo@mapsnet.org

Account Schedule - By Date
9/27/2021 - 3/31/2022

Date	Day	Complex	Facility	Event Type	Event Time	Cleanup	Dur.	Rate	Other Chg	Tax	Total
11/1/2021	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/2/2021	Tue	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/3/2021	Wed	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/4/2021	Thu	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/5/2021	Fri	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/8/2021	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/9/2021	Tue	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/10/2021	Wed	LA	Russell Arena	Practice	1:00 PM-2:20 PM	2:20 PM-2:30 PM	1/30	150.00	0.00	0.00	225.00
11/11/2021	Thu	LA	Russell Arena	Practice	4:40 PM-6:30 PM	6:30 PM-6:40 PM	2/0	200.00	0.00	0.00	400.00
11/12/2021	Fri	LA	Russell Arena	Practice	1:00 PM-1:50 PM	1:50 PM-2:00 PM	1/0	150.00	0.00	0.00	150.00
11/15/2021	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/16/2021	Tue	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/17/2021	Wed	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/18/2021	Thu	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
11/22/2021	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/23/2021	Tue	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
11/27/2021	Sat	LA	Russell Arena	Practice	1:00 PM-1:50 PM	1:50 PM-2:00 PM	1/0	200.00	0.00	0.00	200.00
11/28/2021	Sun	LA	Russell Arena	Practice	1:00 PM-2:20 PM	2:20 PM-2:30 PM	1/30	200.00	0.00	0.00	300.00
11/29/2021	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
11/30/2021	Tue	LA	Russell Arena	Practice	5:30 PM-7:20 PM	7:20 PM-7:30 PM	2/0	200.00	0.00	0.00	400.00
12/1/2021	Wed	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
12/2/2021	Thu	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
12/6/2021	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
12/8/2021	Wed	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
12/9/2021	Thu	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
12/10/2021	Fri	LA	Russell Arena	Practice	5:30 PM-9:50 PM	9:50 PM-10:00 PM	4/30	200.00	0.00	0.00	900.00
12/11/2021	Sat	LA	Russell Arena	Practice	12:30 PM-4:50 PM	4:50 PM-5:00 PM	4/30	200.00	0.00	0.00	900.00
12/13/2021	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
12/14/2021	Tue	LA	Russell Arena	Practice	5:30 PM-7:50 PM	7:50 PM-8:00 PM	2/30	200.00	0.00	0.00	500.00
12/16/2021	Thu	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
12/17/2021	Fri	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
12/19/2021	Sun	LA	Russell Arena	Practice	1:00 PM-2:20 PM	2:20 PM-2:30 PM	1/30	200.00	0.00	0.00	300.00
12/20/2021	Mon	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
12/22/2021	Wed	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
12/23/2021	Thu	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
12/28/2021	Tue	LA	Russell Arena	Practice	9:00 AM-10:20 AM	10:20 AM-10:30 AM	1/30	150.00	0.00	0.00	225.00
12/29/2021	Wed	LA	Russell Arena	Practice	9:00 AM-10:20 AM	10:20 AM-10:30 AM	1/30	150.00	0.00	0.00	225.00
12/30/2021	Thu	LA	Russell Arena	Practice	9:00 AM-9:50 AM	9:50 AM-10:00 AM	1/0	150.00	0.00	0.00	150.00
12/31/2021	Fri	LA	Russell Arena	Practice	9:00 AM-10:20 AM	10:20 AM-10:30 AM	1/30	150.00	0.00	0.00	225.00
1/2/2022	Sun	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
1/3/2022	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
1/5/2022	Wed	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00

Lakeview Arena

300 W. Baraga Ave.
Marquette, MI 49855

Phone: 906-228-0460
Fax: 906-228-0493

Account Schedule Report

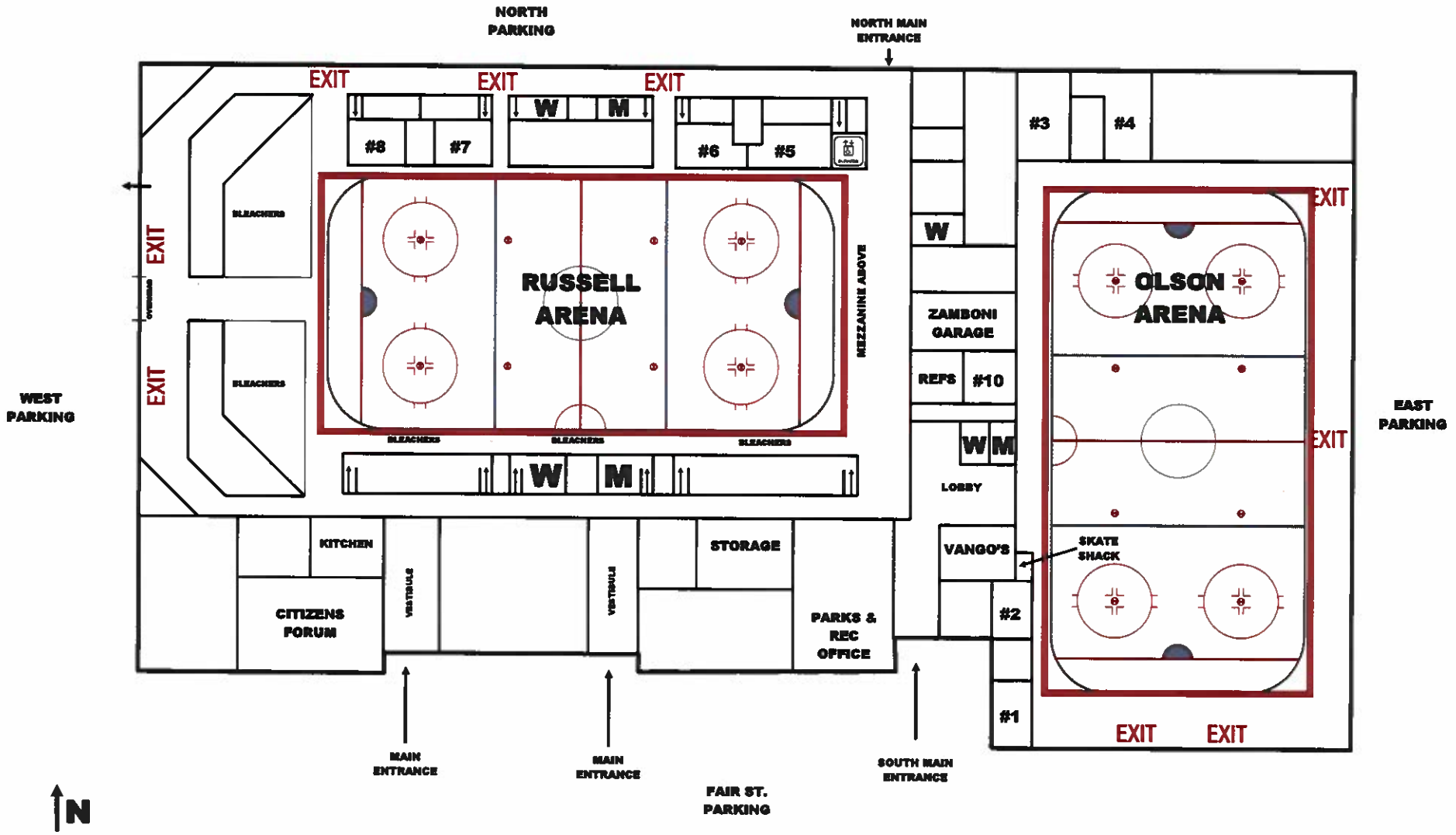
1/6/2022	Thu	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
1/7/2022	Fri	LA	Russell Arena	Practice	6:30 PM-8:50 PM	8:50 PM-9:00 PM	2/30	200.00	0.00	0.00	500.00
1/8/2022	Sat	LA	Russell Arena	Practice	12:30 PM-2:50 PM	2:50 PM-3:00 PM	2/30	200.00	0.00	0.00	500.00
1/10/2022	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
1/11/2022	Tue	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
1/12/2022	Wed	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
1/13/2022	Thu	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
1/17/2022	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
1/18/2022	Tue	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
1/19/2022	Wed	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
1/20/2022	Thu	LA	Russell Arena	Practice	5:30 PM-7:50 PM	7:50 PM-8:00 PM	2/30	200.00	0.00	0.00	500.00
1/21/2022	Fri	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
1/24/2022	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
1/25/2022	Tue	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
1/26/2022	Wed	LA	Russell Arena	Practice	12:00 PM-12:50 PM	12:50 PM-1:00 PM	1/0	150.00	0.00	0.00	150.00
1/31/2022	Mon	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/1/2022	Tue	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
2/2/2022	Wed	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
2/3/2022	Thu	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/7/2022	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
2/8/2022	Tue	LA	Russell Arena	Practice	5:30 PM-7:50 PM	7:50 PM-8:00 PM	2/30	200.00	0.00	0.00	500.00
2/9/2022	Wed	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/10/2022	Thu	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
2/11/2022	Fri	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/13/2022	Sun	LA	Russell Arena	Practice	1:00 PM-2:20 PM	2:20 PM-2:30 PM	1/30	200.00	0.00	0.00	300.00
2/14/2022	Mon	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/16/2022	Wed	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/17/2022	Thu	LA	Russell Arena	Practice	5:30 PM-7:50 PM	7:50 PM-8:00 PM	2/30	200.00	0.00	0.00	500.00
2/18/2022	Fri	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/21/2022	Mon	LA	Russell Arena	Practice	3:00 PM-4:20 PM	4:20 PM-4:30 PM	1/30	200.00	0.00	0.00	300.00
2/22/2022	Tue	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/23/2022	Wed	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/24/2022	Thu	LA	Russell Arena	Practice	5:30 PM-7:50 PM	7:50 PM-8:00 PM	2/30	200.00	0.00	0.00	500.00
2/25/2022	Fri	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00
2/26/2022	Sat	LA	Russell Arena	Practice	1:00 PM-3:50 PM	3:50 PM-4:00 PM	3/0	200.00	0.00	0.00	600.00
2/28/2022	Mon	LA	Russell Arena	Practice	3:00 PM-3:50 PM	3:50 PM-4:00 PM	1/0	200.00	0.00	0.00	200.00

118 (hrs) / 0 (min)

Sub Total	$23,150.00
Tax	$0.00
Grand Total	$23,150.00

LAKEVIEW ARENA

EXHIBIT A



CERTIFICATE OF INSURANCE

Producer

SET SEG
1520 Earl Ave
East Lansing, MI 48823

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

COMPANIES AFFORDING COVERAGE

Insured

Marquette Area Public Schools
1201 W Fair Avenue
Marquette, MI 49855-2688

A MASB-SEG Property/Casualty Pool, Inc.

B Workers Compensation & Employers Liability

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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** [X] Comprehensive Form [X] Premises/Operations [X] Incidental Medical Malpractice Coverage [X] Products/Completed Operations [X] Contractual [X] Independent Contractors [X] Broad Form Property Damage [X] Personal Injury	PC-0000401	7/1/21	7/1/22	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	$1,000,000 N/A $1,000,000 N/A
A	**AUTOMOBILE LIABILITY** [x] Any Auto [x] All Owned Autos (Priv. Pass. & Other) [x] Hired Autos [x] Non-Owned Autos	PC-0000401	7/1/21	7/1/22	BODILY INJURY & PROPERTY DAMAGE COMBINED	$1,000,000
B	**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**	EWC009496	7/1/21	7/1/22	**WORKERS' COMPENSATION** **EMPLOYERS' LIABILITY**	STATUTORY $750,000

DESCRIPTION City of Marquette is added as an additional insured for liability, solely as its interest may appear on behalf of the insured school districts' use of facilities for MSHS Ice Contract in the coverage year.

CERTIFICATE HOLDER

City of Marquette
Community Services
401 East Fair Avenue
Marquette, MI 49855

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **10** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Emorie Bond
PROPERTY/CASUALTY DEPARTMENT

Date January 11, 2022

Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote
Marquette Area Public Schools - Locker Room Lease

BACKGROUND:

Marquette Area Public Schools has requested the City Commission lease space at Lakeview Arena, to provide a separate locker room for a female player. Staff has worked with the City Attorney and Marquette Area Public Schools to draft a standard lease agreement which provides the terms and conditions of the request. The term is November 1, 2021 through March 19, 2022. The monthly payment will be $130.00 for the first 4 months and $65 for the final half month for a total amount of $585 for FY 2022.

This lease is in addition to the existing MSHS locker room lease.

FISCAL EFFECT:

The Lakeview Arena fund will receive $585 in revenue for FY 2022.

RECOMMENDATION:

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

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered effective this 1st day of November, 2021, by and between THE CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and MARQUETTE AREA PUBLIC SCHOOLS ("MAPS") of 1201 West Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

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

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

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

1. Leased Premises

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

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

2. Term of Lease

2.1 The term of this lease shall be from November 1, 2021 until March 19, 2022.

3. Rent

3.1 Lessee shall be obligated to pay rent in the total amount of $585 for the Premises for the entire term of his lease. Rent shall be paid in the amount of $130/month due in advance on the first of each month, with the final month prorated for a one-half month use.

4. Termination

4.1 The Lessor may terminate this lease on 90 days written advance notice to Lessee.

5. Use of Leasehold Premises

5.1 Lessee shall use the leasehold premises only as a locker room, and shall not use any portion of Lakeview Arena for any purpose that would:

a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;

b) constitute a violation of any law or government order or requirement;

c) cause damage or injury to Lakeview Arena, the Premises or any part of either (ordinary wear and tear excepted);

d) interfere with normal operations of Lakeview Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;

e) constitute a public or private nuisance;

f) interfere with other Lakeview Arena uses;

g) alter the appearance of Lakeview Arena's exterior or any portion of the interior or in the Premises without prior written approval of the Lessor;

h) permit noise or odors to be unreasonably dispelled from the Premises;

i) place merchandise, materials, supplies, signs, or other thing of any kind on or in any areas of Lakeview Arena except the Premises;

j) permit refuse to accumulate in or around the Premises; or

k) obstruct entryways.

6. Use of Common Areas by Lessee

6.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the ice arenas, spectator areas, concessions, common washrooms, hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

7. Maintenance and Repair

7.1 Lessee shall be responsible for ordinary janitorial and cleaning services of the leasehold premises.

7.2 Lessee shall be responsible for the maintenance and repair of Lessee's fixtures, furniture and equipment, which lessee has brought to the Premises, or which are peculiar to Lessee's uses of the Premises or Lakeview Arena and the Lessee shall be solely responsible for maintaining said fixtures, furniture and equipment in a safe condition and good repair.

7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and/or on the exterior or interior of Lakeview Arena. All signage approved by Lessor shall be maintained in good condition and repair.

7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

8. Insurance and Indemnity

8.1 Lessee shall not permit any activity on the Premises or in Lakeview Arena which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering Lakeview Arena and contents therein.

8.2 Lessee shall not permit any activity on the Premises or in Lakeview Arena which would cause Lessor's rate for the insurance described herein to be increased.

8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.

8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of Lakeview Arena by Lessee, its employees, agents invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars ($1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars ($500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof.

8.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use or occupancy of the Premises.

9. Damage by Fire or Other Causes

9.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licenses, the damage shall be repaired by Lessor at Lessor's expense. If the Premises is substantially damaged (herein defined as fifty percent (50%) or more of the cost of replacement), Lessor may elect either to repair or rebuild the leasehold or the pool building, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild instead of terminating the lease, Lessor will rebuild something substantially similar to the current Premises, and Lessee shall in a timely manner repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

10. Assignment/Subletting

10.1 Lessee shall not assign or sublet the leasehold or any part thereof without the express prior written consent of the Lessor.

10.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.

10.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

11. Use of Premises by Lessor

11.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services. This paragraph does not change the parties' obligations with regarding to maintenance and repairs as otherwise set forth herein.

12. Covenant of Quiet Enjoyment

12.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the leasehold.

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

13.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default for Lessee's account and at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of the term including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

14. Default by Lessee

14. If the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default

by the Lessee by giving the Lessee written notice of the termination.

14.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.

14.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

15 Surrender of Leasehold Upon Termination of Lease

15.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor at the termination of lease. Upon the expiration or termination of the lease, Lessee shall quit and surrender the Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty or the elements excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely responsible for repairing any and all damages to the Premises or other areas of Lakeview Arena. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the Premises to useable condition shall be the financial responsibility of the Lessee.

15.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same and costs incurred in disposing of same shall be the financial responsibility of Lessee.

16. Miscellaneous

16.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

16.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

16.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

16.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

16.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a

waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

16.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

16.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

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

The parties have set their hands on the day and year first above written.

LESSOR
CITY OF MARQUETTE

_____
Jennifer A. Smith, Mayor

Date:_____

_____
Kyle Whitney, City Clerk

Date:_____

LESSEE
MAPS

By: Doug Garrow

Its: MSHS, Varsity Coach

Date:_____

APPROVED AS TO SUBSTANCE:

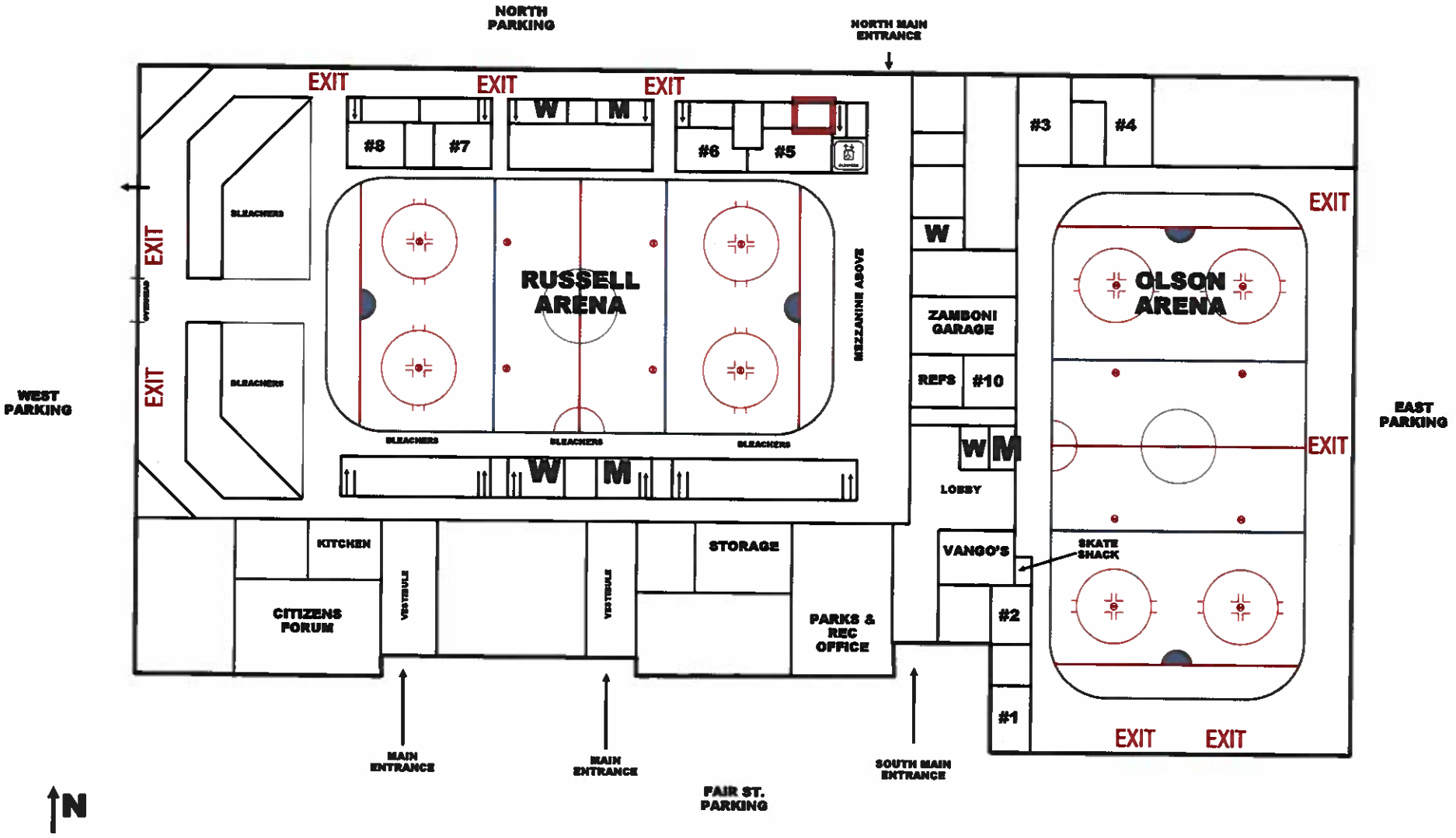
_____
Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

_____
Suzanne C. Larsen, City Attorney

LAKEVIEW ARENA

EXHIBIT A



CERTIFICATE OF INSURANCE

Producer

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COMPANIES AFFORDING COVERAGE

Insured

Marquette Area Public Schools
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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** [X] Comprehensive Form [X] Premises/Operations [X] Incidental Medical Malpractice Coverage [X] Products/Completed Operations [X] Contractual [X] Independent Contractors [X] Broad Form Property Damage [X] Personal Injury	PC-0000401	7/1/21	7/1/22	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	$1,000,000 N/A $1,000,000 N/A
A	**AUTOMOBILE LIABILITY** [x] Any Auto [x] All Owned Autos (Priv. Pass. & Other) [x] Hired Autos [x] Non-Owned Autos	PC-0000401	7/1/21	7/1/22	BODILY INJURY & PROPERTY DAMAGE COMBINED	$1,000,000
B	**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**	EWC009496	7/1/21	7/1/22	**WORKERS' COMPENSATION** **EMPLOYERS' LIABILITY**	STATUTORY $750,000

DESCRIPTION City of Marquette is added as an additional insured for liability, solely as its interest may appear on behalf of the insured school districts' use of facilities for MSHS Ice Contract in the coverage year.

CERTIFICATE HOLDER

City of Marquette
Community Services
401 East Fair Avenue
Marquette, MI 49855

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AUTHORIZED REPRESENTATIVE

Emorie Bond

Emorie Bond
PROPERTY/CASUALTY DEPARTMENT

Date January 11, 2022

Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote
Monroe Wing Plow Purchase

BACKGROUND:

The Department of Public Works currently utilizes one wing plow during winter operations to maintain city streets. The use of the wing plow on wider city streets has allowed plow drivers to increase plowing productivity considerably. Staff has recommended that one additional wing plow be added to the fleet to further increase plowing efficiency. The purchased patrol wing will come as a complete unit, ready to mount onto an existing plow truck. By purchasing a wing directly from a manufacturer and installing it with motor pool staff, the city will realize approximately $10,000 in outside labor savings.

The City is currently a member of the Sourcewell Purchasing Program which is a national public service agency that provides cooperative purchasing assistance for state and municipal entities and is similar in function to the State of Michigan purchasing program known as MI-DEAL. All current city plow trucks utilize Monroe-designed equipment. To maintain part commonality and ease of maintenance, staff recommends Monroe equipment be purchased and installed on the plow trucks. Staff solicited a quote from Monroe Truck Equipment, utilizing the Sourcewell Purchasing Program, and was provided a price of $16,356.

FISCAL EFFECT:

The FY 21-22 budget for the Motor Pool contains adequate funding for this purchase.

RECOMMENDATION:

Authorize City staff to utilize the Sourcewell Purchasing Program to purchase one Monroe 8 ft. Patrol Wing in an amount not-to-exceed $16,356 from Monroe Truck Equipment of Depere, Wisconsin.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote
Moosewood Nature Center - Lease Agreement

BACKGROUND:

Moosewood Nature Center has requested the City Commission lease space at 1 Peter White Drive. Staff has worked with the City Attorney and Moosewood Nature Center to draft a standard lease agreement which provides the terms and conditions of the request.

The term of the lease is 10 years and rent is $1/year. The lease outlines several services Moosewood has agreed to provide the City in lieu of additional monetary rent. These include:

- Two deer censuses performed at Presque Isle Park
- Quarterly reports of hours of operation, staff and board directory, and schedules of programming
- Assist park visitors with information regarding park rules
- Provide grant support as needed
- Provide two educational programs annually for Tourist Park visitors.

Due to the public restroom attached to the facility, the City will pay the first $75 of electricity and cover water during the months of May through October. Moosewood shall be responsible for all other utilities.

FISCAL EFFECT:

The General fund will realize $1/year with this agreement.

RECOMMENDATION:

Move the lease agreement with Moosewood Nature Center for space at 1 Peter White Drive to the next regular City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Lease, Exhibit A and Insurance

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021 by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter ("Lessor"), and **Moosewood Nature Center, Inc.**, a Michigan corporation, of 2 Peter White Drive, Marquette, Michigan 49855, hereinafter ("Lessee").

Recitals

A. Lessor is the owner and operator of Presque Isle Park at 1 Peter White Drive, Marquette, Michigan.

B. Lessee desires to lease and Lessor is willing to lease to Lessee the area and building as outlined in red on Exhibit "A" in the area known as the Shiras Pool ("Premises") at Presque Isle Park ("Park") in accordance with the terms and conditions contained herein.

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

1. Leased Premises

1.1 Lessor leases to Lessee the space shown in Exhibit "A", known as the "Shiras Pool" and located within Presque Isle Park. Lessee shall the space in which the cooler/freezer are located with the owner and/or operator of Ice Cream Store lease.

1.2 In the event Lessor desires to lease the remaining portions of "Shiras Pool" that are not included in the Premises as shown on Exhibit "A", Lessee shall be given the first option to lease said portions under the same terms and conditions as set forth in this Lease Agreement.

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

2. Term of Lease

2.1 The term of this lease is ten (10) years from the date of the lease.

2.2 Lessee may request the term of this lease be extended for an additional ten (10) year period, upon providing a written request to Lessor no later than 12 months prior to the termination of the original lease term. Lessor has sole discretion to approve or deny such request, and if approved, all terms and conditions shall be agreed upon by the parties in writing.

3. Rent

3.1 Lessee shall pay rent in the amount of $1.00 per year to Lessor, due by the 1st day of each calendar year. Rent shall not be prorated for partial years.

In lieu of additional monetary rent, Lessee shall provide the following services:

a. Perform a Deer Census at Presque Isle Park during the term of the lease.

b. Provide the City with a quarterly report of hours of operation, staff & board directory, schedule & details of programming, and other pertinent information to operations and partnering with the City.

c. Assist park visitors with information and assist in monitoring violations of ordinances including feeding of wildlife, dogs in the park, or other violations as noted.

d. Grant support as needed.

3.2 The following utilities shall be paid by the following parties:

City of Marquette:	Storm water fees. First $50.00 billed each month in electricity expenses. Water during the months of May, June, July, and August.
Moosewood:	Telephone (directly billed to Moosewood). Internet (directly billed to Moosewood). Propane (directly billed to Moosewood). Garbage—Moosewood to pay the residential/small commercial rate. Water during the months September through April. All electricity after the first $75.00 billed each month.

No City of Marquette water source shall be used for irrigation for any portion of the Premises.

Lessee shall be entitled to the use of all common washrooms.

Lessee shall be responsible for telephone service.

4. Use of Leasehold Premises

4.1 Lessee shall use the Premises only as a Nature Center, 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;

b) constitute a violation of any public law or requirement;

c) cause damage or injury to the Premises or any part of it (ordinary wear and tear excepted);

d) interfere with normal operations of the Premises' heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;

e) constitute a public or private nuisance;

f) interfere with other Park uses;

g) alter the appearance of the Premises, except as provided herein, without prior written approval of the Lessor;

h) permit noise or odors to be unreasonably dispelled from the Premises;

i) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;

j) permit refuse to accumulate in or around Premises; or

k) obstruct entryways.

5. Use of Common Areas by Lessee

5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the public restrooms, public parking, sidewalks, and surrounding area, subject, however, to all rules and regulations regarding the use of those areas.

6. Maintenance and Repair

6.1 Lessee shall be responsible for all cleaning of the Premises and all repairs of any nature, including but not limited to heating and cooling, roof and structural systems, of the Premises. All major repairs must be pre-approved by Lessor's facilities director.

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.

6.5 All storage spaces, including shared spaces, must remain clear and free of hazards at all times. A 6 foot clear space shall be maintained around the freezer at all times.

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 Premises and contents therein. Lessor will provide Lessee with a copy of any and all relevant insurance policies.

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. Lessor will provide Lessee with a list of any such activities.

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 and any common area by Lessee, its employees, agents invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars ($1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars ($500,000.00) for property damage. Lessee shall 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 licenses, the damage shall be repaired by Lessor at Lessor's expense. If the Premises is substantially damaged (herein defined as fifty percent (50%) or more of the cost of replacement), Lessor may elect either to repair or rebuild the leasehold or the pool building, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild instead of terminating the lease, Lessor will rebuild something substantially similar to the current Premises, and Lessee shall in a timely manner repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

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 City.

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.

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 any term 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 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 lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.

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.

MOOSEWOOD NATURE CENTER

Scot Stewart 1.17.22

By: Scot Stewart
Its: Board Chair Moosewood NC

T. Rantanen Jan 17, 2022

By: T. Rantanen
Its: Secretary of Board Moosewood NC

CITY OF MARQUETTE,

Jennifer A. Smith, Mayor

Kyle Whitney, Clerk

APPROVED AS TO FORM

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2021

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

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

PRODUCER	**CONTACT NAME:** IBU IBU
VAST	**PHONE (A/C, No, Ext):** (906) 228-7500 **FAX (A/C, No):** (906) 228-5385
300 South Front Street	**E-MAIL ADDRESS:** katrinam@vastsolution.com
Marquette MI 49855	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A:** West Bend Mutual 15350
Moosewood Nature Center, Inc.	**INSURER B:**
PO Box 773	**INSURER C:**
	INSURER D:
Marquette MI 49855	**INSURER E:**
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 21-22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER	Y		0776780	10/23/2021	10/23/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			0776780	10/23/2021	10/23/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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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EXHIBIT A
White Drive
MOOSEWOOD NATURE CENTER
R
0 12.5 25 50 75 100
Feet

Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote
Municipal Tractor Purchase

BACKGROUND:

The Department of Public Works currently utilizes two municipal tractors on a year-round basis for grass cutting, sidewalk plowing, and grounds maintenance. This purchase replaces a 2013 MB Tractor that is obsolete and no longer being manufactured. The purchase of a new four-wheel drive municipal tractor with attachment was included in the FY 21-22 capital outlay budget.

The City is currently a member of the Sourcewell Purchasing Program which is a national public service agency that provides cooperative purchasing assistance for state and municipal entities and is similar in function to the State of Michigan purchasing program known as MI-DEAL. By utilizing the Sourcewell Purchasing Program, the Maclean MV5 tractor purchase will be routed through the regional MV dealer, Miller-Bradford & Risberg, located in Negaunee, Michigan. In addition, the City will receive an estimated $9,250 in savings when compared to MSRP.

FISCAL EFFECT:

The Motor Pool Fund capital outlay budget for FY 21-22 contains $200,000 for this purchase.

RECOMMENDATION:

Authorize City staff to utilize the Sourcewell Purchasing Program to purchase one Maclean MV5 tractor with attachments from Miller-Bradford & Risberg of Negaunee, Michigan in an amount not-to-exceed $170,000.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote
Replacement Thickener Transfer Pump Purchase

BACKGROUND:

The Marquette Area Wastewater facility uses a progressive cavity pump to transfer liquid waste activated sludge to the belt filter press for dewatering. The pump has been in operation for 13 years and needs a rebuild or replacement. After getting quotes for parts, it was determined it would be more cost effective to purchase a new pump. There is only one vender that serves the area.

FISCAL EFFECT:

There are sufficient funds in the facility's replacement reserve fund for this repair.

RECOMMENDATION:

Approve the purchase of one Moyno pump for an amount not-to-exceed $29,431 from PFC Equipment Inc.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Comparison Quote

City of Marquette WWTP

Parts List for Moyno Pump
Model No: 2H175G1 CDQ 3DAA

Part No.	Quantity	Description	Price Each	Total	LEAD TIME
PH0261	1	Driveshaft	$5,004.44	$5,004.44	2-3 weeks
~~KPH951~~	2	**USE #KPH952** Gear Joint Kit	$2,008.65	$4,017.30	2-3 weeks
~~KPH87Q~~	2	**USE #KPH88Q** Gear Joint Seal Kit	$138.97	$277.94	2 stk @ PFC
KPH291	1	Bearing Kit	$1,485.52	$1,485.52	2-3 weeks
C72HK1	1	Rotor	$11,851.41	$11,851.41	2-3 weeks
C320KQ	1	Stator	$6,374.96	$6,374.96	Stock @ PFC
BK085Q	2	Stator Gasket	$26.36	$52.72	Stock @ PFC
PH0252	1	Connecting Rod	$796.27	$796.27	2-3 weeks
PH110Q	1	O-ring	$6.39	$6.39	2-3 weeks
BF079Q	2	Gasket	$18.37	$36.74	Stock @ PFC
			Rebuild Total	$29,903.69	
			New Bare Pump Price	**$29,431.00**	**10-12 WEEKS**

Agenda Date: 1/31/2022

Consent Agenda - Roll Call Vote
Resolutions for the Dedication of McClellan Avenue and Center Street Right of Way - Roll Call Vote

BACKGROUND:

McClellan Avenue was extended from Fair Avenue to Wright Street in 2012. Center Street was also extended east of West Avenue as part of this same project. The extended streets were previously dedicated into the City of Marquette Public Act 51 (PA 51) road network. However, the right of way areas have not been formally dedicated by City Commission resolution. PA 51 requires that City streets reside in dedicated right of ways. This resolution will fulfill the PA 51 requirement.

FISCAL EFFECT:

None.

RECOMMENDATION:

Authorize the Mayor and City Clerk to sign the resolutions designating the McClellan Avenue and Center Street right of ways.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- McClellan Avenue - Right of Way Resolution
- Center Street - Right of Way Resolution

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on January 31, 2022, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property and wishes to dedicate a portion of this property for McClellan Avenue right of way, and

Whereas this right of way will serve as a public street and utility right of way for McClellan Avenue.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

Part of the East Half of the Northwest Quarter (E1/2-NW1/4) of Section Fifteen (15), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, to be dedicated as a street right of way, the boundary of which be more particularly described as:

Commencing at the West quarter corner of said Section 15; thence S89°06'50"E along the East-West quarter line 1829.25 feet; thence N01°12'34"E 33.00 feet to the Northeast corner of the Fair Avenue and McClellan Avenue Right of Way (R.O.W.) intersection as recorded in Liber 381 of Deeds, Page 39, and the Point of Beginning;

Thence N01°12'34"E along the easterly R.O.W. a distance of 151.16 feet; thence northwesterly along a curve to the left 214.77 feet, said curve having a radius of 364.10 feet and a delta of 33°47'48",the chord of which bears N15°50'50"W a distance of 211.67 feet; thence N32°44'44"W 13.96 feet; thence N57°15'16"E 15.00 feet; thence northerly along a curve to the right 204.33 feet, said curve having a radius of 729.80 feet and a delta of 16°02'31 ", the chord of which bears N12°04'02"W a distance of 203.67 feet; thence N39°35'50"E 36.80 feet; thence N89°06'50"W 24.85 feet; thence N00°33'51"W 26.01 feet; thence northerly along a curve to the right 145.28 feet, said curve having a radius of 710.00 feet and a delta of 11°43'26", the chord of which bears N06°20'55"E a distance of 145.03 feet; thence N12°12'39"E 494.22 feet; thence northerly along a curve to the left 304.08 feet, said curve having a radius of 790.00 feet and a delta of 22°03'14", the chord of which bears N01°11'01"E a distance of 302.21 feet; thence N09°50'36"W 642.81 feet; thence northerly along a curve to the right 246.49 feet, said curve having a radius of 1320.00 feet and a delta of 10°41'56", the chord of which bears N04°29'38"W a distance of 246.13 feet to the south line of a parcel as recorded in Document 2005R-06582; thence S88°45'02"E along said south parcel line 7.67 feet, more or less, to the east line of said parcel; thence N01°09'09"E along said east parcel line 132.00 feet to the southerly R.O.W. of Wright Street; thence N88°45'02"W along said Wright Street R.O.W. a distance of 100.00 feet to the west line of a parcel as recorded in Document 2005R-06057; thence S01°09'09"W along said west parcel line, and that of Document 2010R-04541 a distance of 312.00 feet; thence

S88°45'02"E 24.83 feet, more or less; thence southerly along a curve to the left 81.40 feet, said curve having a radius of 1400.00 feet and a delta of 3°19'52", the chord of which bears S08°10’40” E a distance of 81.38 feet; thence S09°50'36”E 642.81 feet; thence southerly along a curve to the right 273.29 feet, said curve having a radius of 710.00 feet and a delta of 22°03’14”, the chord of which bears S01°11'01"W a distance of 271.61 feet; thence S12°12'39”W 494.22 feet; thence southerly along a curve to the left 161.09 feet, said curve having a radius of 790.00 feet and a delta of 11°41'01” , the chord of which bears S06°22’08”W a distance of 160.81 feet; thence southerly along a curve to the left 329.48 feet, said curve having a radius of 790.00 feet and a delta of 23°53’46” , the chord of which bears S11°25'15”E a distance of 327.10 feet; thence N66°37'52”E 6.86 feet; thence S23°22’08”E 35.49 feet; thence southerly along a curve to the right 130.59 feet, said curve having a radius of 298.10 feet and a delta of 25°05’57”, the chord of which bears S11°29'54”E a distance of 129.55 feet; thence S01°12’34”W 151.35 feet to the northerly R.O.W. of Fair Avenue; thence S89°06’50”E along said northerly R.O.W. a distance 66.00 feet to the Point of Beginning.

The above described parcel is as shown on the attached Exhibit "A" and contains 4.81 acres, more or less, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

2. That said right-of-way is under the control of the City of Marquette.

3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

_____

Jennifer A. Smith, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

_____

Kyle L. Whitney, City Clerk

City of Marquette

McCLELLAN AVENUE RIGHT OF WAY DEDICATION
Fair Avenue to Wright Street

Part of the East Half of the Northwest Quarter (E1/2-NW1/4) of Section Fifteen (15), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, to be dedicated as a street right of way, the boundary of which be more particularly described as:

Commencing at the West quarter corner of said Section 15; thence S89°06'50"E along the East-West quarter line 1829.25 feet; thence N01°12'34"E 33.00 feet to the Northeast corner of the Fair Avenue and McClellan Avenue Right of Way (R.O.W.) intersection as recorded in Liber 381 of Deeds, Page 39, and the Point of Beginning;

Thence N01°12'34"E along the easterly R.O.W. a distance of 151.16 feet; thence northwesterly along a curve to the left 214.77 feet, said curve having a radius of 364.10 feet and a delta of 33°47'48",the chord of which bears N15°50'50"W a distance of 211.67 feet; thence N32°44'44"W 13.96 feet; thence N57°15'16"E 15.00 feet; thence northerly along a curve to the right 204.33 feet, said curve having a radius of 729.80 feet and a delta of 16°02'31", the chord of which bears N12°04'02"W a distance of 203.67 feet; thence N39°35'50"E 36.80 feet; thence N89°06'50"W 24.85 feet; thence N00°33'51"W 26.01 feet; thence northerly along a curve to the right 145.28 feet, said curve having a radius of 710.00 feet and a delta of 11°43'26", the chord of which bears N06°20'55"E a distance of 145.03 feet; thence N12°12'39"E 494.22 feet; thence northerly along a curve to the left 304.08 feet, said curve having a radius of 790.00 feet and a delta of 22°03'14", the chord of which bears N01°11'01"E a distance of 302.21 feet; thence N09°50'36"W 642.81 feet; thence northerly along a curve to the right 246.49 feet, said curve having a radius of 1320.00 feet and a delta of 10°41'56", the chord of which bears N04°29'38"W a distance of 246.13 feet to the south line of a parcel as recorded in Document 2005R-06582; thence S88°45'02"E along said south parcel line 7.67 feet, more or less, to the east line of said parcel; thence N01°09'09"E along said east parcel line 132.00 feet to the southerly R.O.W. of Wright Street; thence N88°45'02"W along said Wright Street R.O.W. a distance of 100.00 feet to the west line of a parcel as recorded in Document 2005R-06057; thence S01°09'09"W along said west parcel line, and that of Document 2010R-04541 a distance of 312.00 feet; thence S88°45'02"E 24.83 feet, more or less; thence southerly along a curve to the left 81.40 feet, said curve having a radius of 1400.00 feet and a delta of 3°19'52", the chord of

which bears S08°10'40"E a distance of 81.38 feet; thence S09°50'36"E 642.81 feet; thence southerly along a curve to the right 273.29 feet, said curve having a radius of 710.00 feet and a delta of 22°03'14", the chord of which bears S01°11'01"W a distance of 271.61 feet; thence S12°12'39"W 494.22 feet; thence southerly along a curve to the left 161.09 feet, said curve having a radius of 790.00 feet and a delta of 11°41'01", the chord of which bears S06°22'08"W a distance of 160.81 feet; thence southerly along a curve to the left 329.48 feet, said curve having a radius of 790.00 feet and a delta of 23°53'46", the chord of which bears S11°25'15"E a distance of 327.10 feet; thence N66°37'52"E 6.86 feet; thence S23°22'08"E 35.49 feet; thence southerly along a curve to the right 130.59 feet, said curve having a radius of 298.10 feet and a delta of 25°05'57", the chord of which bears S11°29'54"E a distance of 129.55 feet; thence S01°12'34"W 151.35 feet to the northerly R.O.W. of Fair Avenue; thence S89°06'50"E along said northerly R.O.W. a distance 66.00 feet to the Point of Beginning.

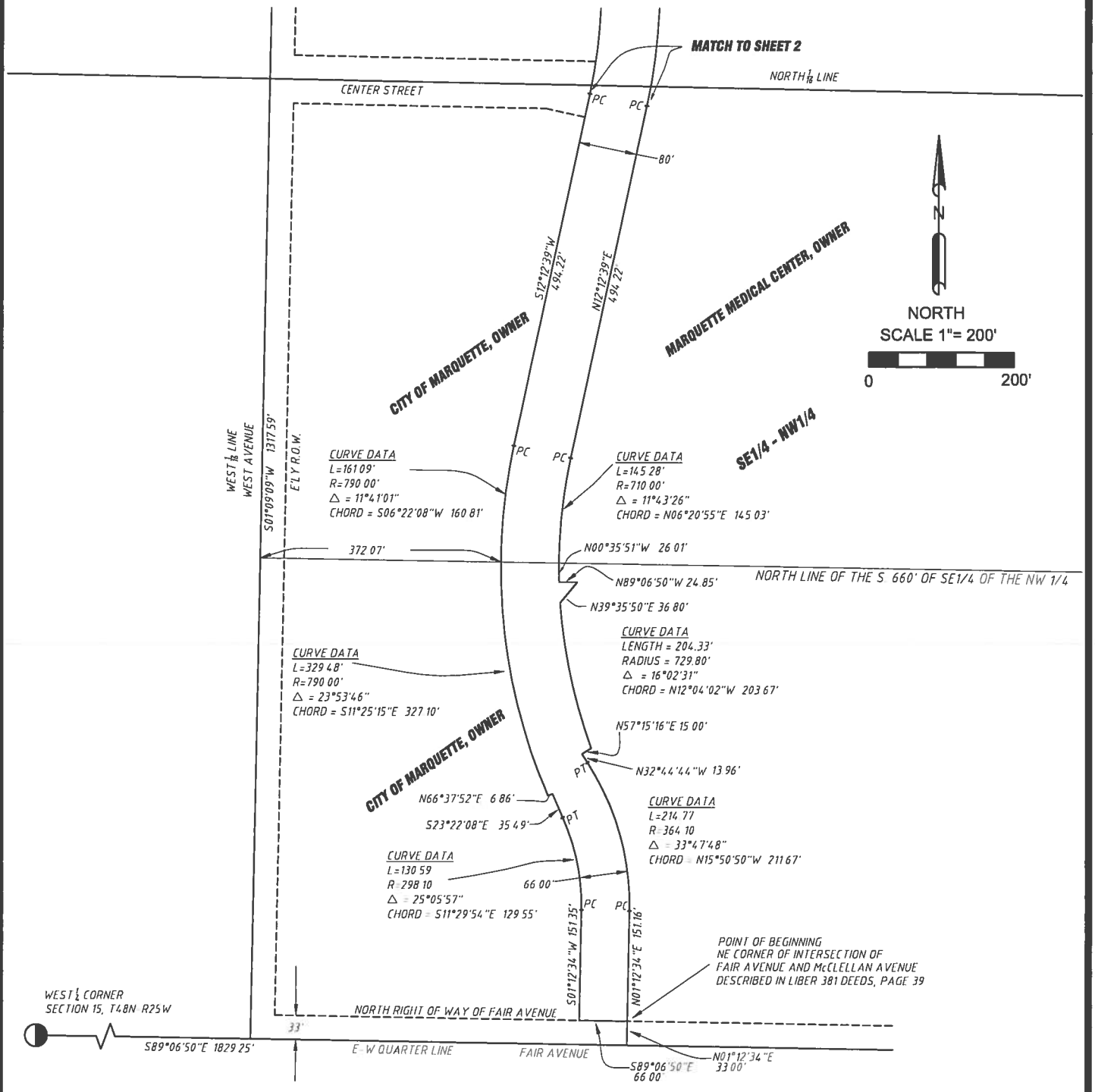
The above described parcel is as shown on the attached Exhibit "A" and contains 4.81 acres, more or less, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist
Date: December 17, 2012
Prepared for: City of Marquette
City of Marquette Engineering Department Job No: MQ91-029
J:\Projects\MQ91-029 McClellan Ave Extension\Survey\Property Development\Legal Descriptions\Right of Way\McClellan Right of Way (121214).doc

EXHIBIT "A"

McCLELLAN AVENUE RIGHT OF WAY DESCRIPTION SKETCH

A VARIABLE WIDTH RIGHT OF WAY FOR McCLELLAN AVENUE ACROSS PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 15, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
850 W. BARAGA AVENUE
MARQUETTE, MI 49855
S. HOLMQUIST
DECEMBER 17, 2012
SHEET 1 OF 2

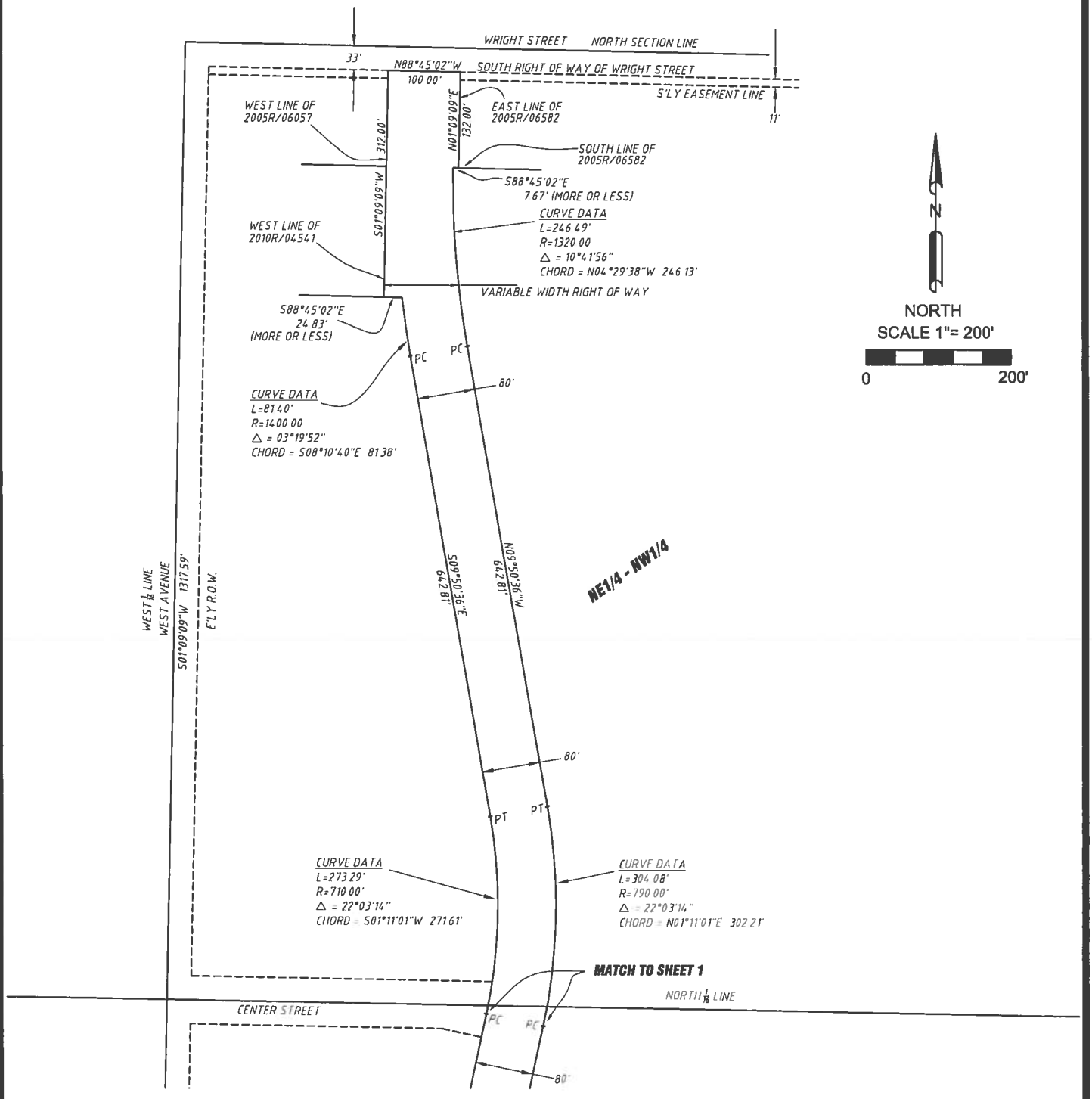
NOTES:
1. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED.
2. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM RECORD UNLESS OTHERWISE NOTED.
3. NO FIELDWORK HAS BEEN PERFORMED WHILE PREPARING THIS SKETCH.

J:\Projects\MO91-029 McClellan Ave Extension\Survey\Property Development\Dominion\MO91-029 McClellan and Center Right of Ways (121214).dwg

EXHIBIT "A"

McCLELLAN AVENUE RIGHT OF WAY DESCRIPTION SKETCH

A VARIABLE WIDTH RIGHT OF WAY FOR McCLELLAN AVENUE ACROSS PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 15, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
850 W. BARAGA AVENUE
MARQUETTE, MI 49855
S. HOLMQUIST
DECEMBER 17, 2012
SHEET 2 OF 2

NOTES:
1. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED.
2. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM RECORD UNLESS OTHERWISE NOTED.
3. NO FIELDWORK HAS BEEN PERFORMED WHILE PREPARING THIS SKETCH.

J:\Projects\M291-499 McClellan Ave Extension\Survey\Property Development\Drawings\M291-499 McClellan and Center Right of Ways (121214).dwg

RESOLUTION FOR RIGHT OF WAY DEDICATION

At a regular meeting of the City Commission of Marquette, Michigan, held at the City Hall on January 31, 2022, a motion was made to adopt the following resolution by Commissioner _____, and supported by Commissioner _____.

Whereas the City of Marquette has acquired property and wishes to dedicate a portion of this property for Center Street right of way, and

Whereas this right of way will serve as a public street and utility right of way for Center Street.

NOW THEREFORE IT IS RESOLVED:

1. That the said street right of way is described as:

   Part of the East half of the Northwest ¼ of Section 15, T. 48 N., R. 25 W., in the City of Marquette, Marquette County, Michigan, to be dedicated as a street right of way, the boundary of which is described as:

   Commencing at the West ¼ corner of said Section 15; thence S89°06'50"E along the East-West quarter line 1310.82 feet; thence N01°09'09"E 1317.59 feet to the NW corner of the SE ¼ of the NW ¼ of said section; thence S88°55'55"E 163.79 feet to the Point of Beginning;

   Thence N01°04'05"E 33.00 feet; thence S88°55'55"E 284.98 feet to a point on the westerly right of way of McClellan Avenue; thence Southerly 45.10 feet along a curve to the right, said curve having a radius of 710.00 and a central angle of 03°38'23", the chord of which bears S10°23'37"W 45.09 feet; thence S12°12'39"W 33.00 feet; thence N77°47'21"W 56.28 feet; thence N88°55'55"W 216.08 feet; thence N01°04'05"E 33.00 feet to the Point of Beginning.

   The right of way is shown on the attached Exhibit A.

2. That said right-of-way is under the control of the City of Marquette.

3. That said right-of-way is for public street and utility purposes.

Resolution duly adopted.

Date: _____

_____

Jennifer A. Smith, Mayor

City of Marquette

Certified to be a true copy.

Date: _____

_____

Kyle L. Whitney, City Clerk

City of Marquette

CENTER STREET RIGHT OF WAY DEDICATION
BETWEEN WEST AVENUE AND McCLELLAN AVENUE

Part of the East half of the Northwest ¼ of Section 15, T. 48 N., R. 25 W., in the City of Marquette, Marquette County, Michigan, to be dedicated as a street right of way, the boundary of which is described as:

Commencing at the West ¼ corner of said Section 15; thence S89°06'50"E along the East-West quarter line 1310.82 feet; thence N01°09'09"E 1317.59 feet to the NW corner of the SE ¼ of the NW ¼ of said section; thence S88°55'55"E 163.79 feet to the Point of Beginning;

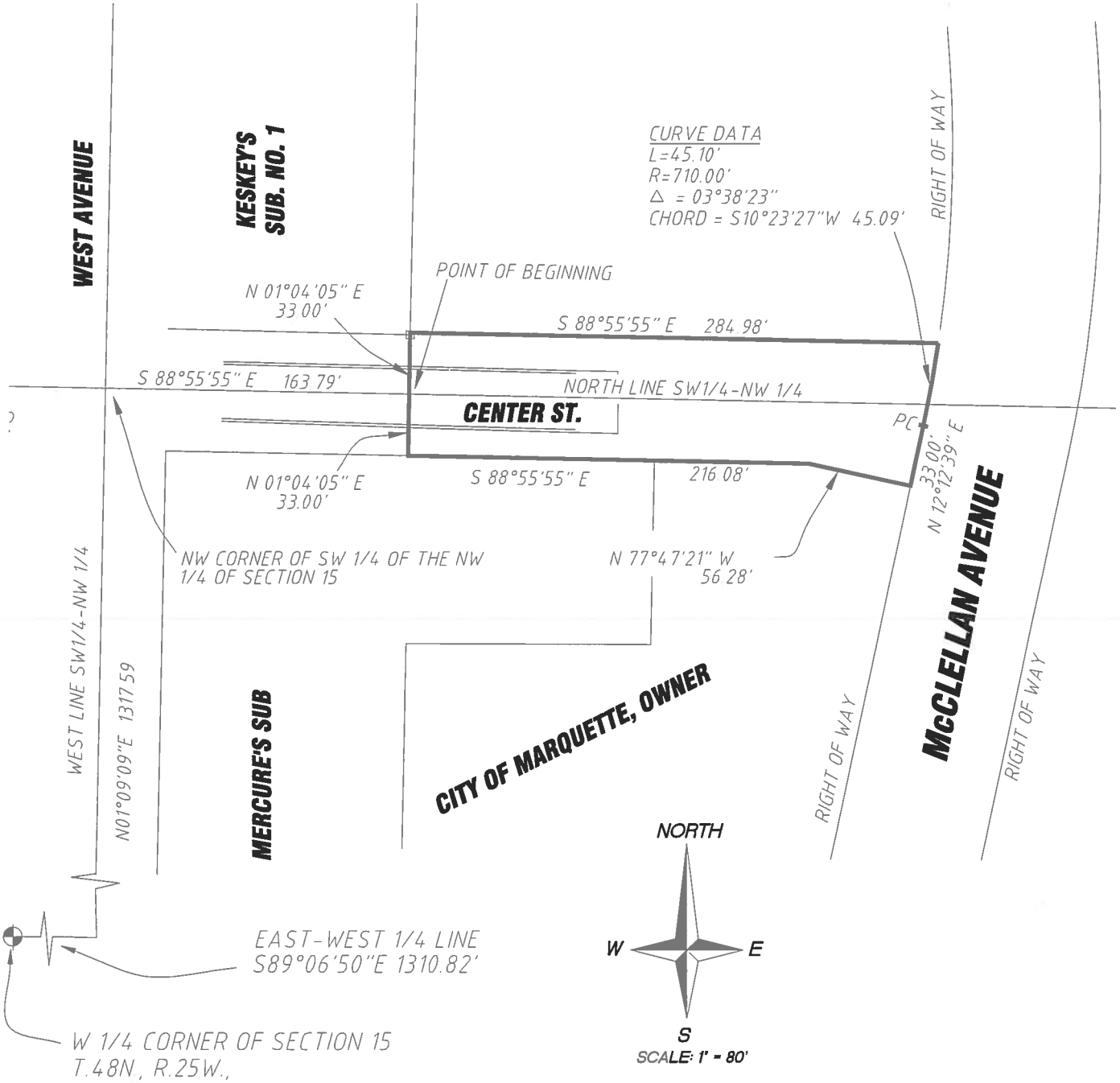
Thence N01°04'05"E 33.00 feet; thence S88°55'55"E 284.98 feet to a point on the westerly right of way of McClellan Avenue; thence Southerly 45.10 feet along a curve to the right, said curve having a radius of 710.00 and a central angle of 03°38'23", the chord of which bears S10°23'37"W 45.09 feet; thence S12°12'39"W 33.00 feet; thence N77°47'21"W 56.28 feet; thence N88°55'55"W 216.08 feet; thence N01°04'05"E 33.00 feet to the Point of Beginning.

The right of way is shown on the attached Exhibit A.

J. Minard
Engineering Dept.
City of Marquette
April 26, 2012
91-029 Center Street

EXHIBIT "A"
CENTER STREET RIGHT OF WAY DESCRIPTION SKETCH

A VARIABLE WIDTH RIGHT OF WAY FOR CENTER STREET ACROSS PART OF THE NORTHWEST QUARTER OF SECTION 15, T.48N., R.25W., IN THE CITY OF MARQUETTE, MARQUETTE CO., MI



PREPARED BY:
ENGINEERING DEPARTMENT
CITY OF MARQUETTE
850 WEST BARAGA AVENUE
MARQUETTE, MI 49855
906-228-0440

NOTE: THIS DESCRIPTION SKETCH IS BASED ON CITY OF MARQUETTE INFORMATION. IT IS NOT INTENDED TO REPRESENT A CERTIFICATE OF SURVEY AND THE REQUIREMENTS OF PA 132 OF 1970. THE RIGHT OF WAY OF CENTER STREET IS TO BE 66 FEET WIDE, OR BOUNDED BY ADJOINING PARCELS AS SHOWN

APRIL 26, 2012

SHEET 1 OF 1

Agenda Date: 1/31/2022

New Business
Schedule Public Hearing: Ore Dock Brewing Company Brownfield Plan - Roll Call Vote

BACKGROUND:

The Ore Dock Brewing Company has purchased the blighted building at 214 S. Front Street and has acquired the adjacent surplus City property for the development of a Beer Garden that will be a three-season outdoor food, beverage and entertainment center in downtown Marquette. In addition to the building demolition and outdoor venue, Ore Dock Brewing will be expanding the building footprint and brewing capacity. Anticipated private investment is approximately $1.5 million.

As part of the project, environmental response activities, asbestos abatement, demolition of the blighted building at 214 S. Front Street, and site preparation activities are necessary and a Brownfield Plan is being proposed to reimburse these extraordinary expenses through the capture of increased taxes generated by the additional private investment. The Brownfield Plan also includes a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail.

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

The property is located in the Downtown Development Authority (DDA) and Local Development Finance Authority (LDFA) Tax Increment Financing (TIF) Districts which have first right to certain tax increment revenues. In order to receive approval for State tax capture for Eligible Activities, the Michigan Economic Development Corporation and Michigan Strategic Fund require either a proportionate expense or approval to forgo future tax increment revenues from the DDA and LDFA to reimburse Brownfield Eligible Activities.

An Interlocal Agreement under the Urban Cooperation Act with the Marquette Brownfield Redevelopment Authority (MBRA) to forgo future revenues for Brownfield Eligible Activity expenses was approved by the DDA at their January 13, 2022 meeting and by the LDFA at their January 25, 2022 meeting.

The attached Brownfield Plan was presented to and approved by the MBRA at their January 20, 2022 meeting.

Attached is a resolution for consideration by the City Commission to schedule a public hearing for the February 14, 2022 City Commission meeting. The Brownfield Plan will be presented for City Commission consideration at that meeting.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Approve the attached resolution to schedule a public hearing for the Ore Dock Beer Garden Brownfield Plan for the February 14, 2022 City Commission meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Brownfield Plan - Ore Dock Beer Garden
- Resolution

ACT 381 BROWNFIELD PLAN

ORE DOCK BEER GARDEN
213 S. FRONT STREET, 214 S. FRONT STREET & 114 SPRING STREET
MARQUETTE, MICHIGAN 49855

City of Marquette Brownfield Redevelopment Authority

January 2022

Prepared by:

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

Approved by Marquette Brownfield Redevelopment Authority: ***January 20, 2022 (tentative)***

Public Hearing: ***February 14, 2022 (tentative)***

Approved by Marquette City Commission: ***February 14, 2022 (tentative)***

Brownfield Plan
Ore Dock Beer Garden
City of Marquette, Marquette County, Michigan

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ATTACHMENTS

Attachment A – Brownfield Plan Resolutions
Attachment B – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette Downtown Development Authority
Attachment C – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette Local Development Finance Authority

Project Summary

Ore Dock Brewing Company has purchased the blighted building at 214 S. Front Street and acquired the adjacent surplus City property for the development of a Beer Garden that will be a three-season outdoor food, beverage and entertainment center in downtown Marquette. In addition to the building demolition and outdoor venue, Ore Dock Brewing will be expanding the building footprint and brewing capacity. The Brownfield Plan also includes a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail.

This Brownfield Plan will provide incremental tax revenues to repay certain Eligible Activities, including environmental due diligence and due care, lead and asbestos abatement, demolition, site preparation and infrastructure. Reimbursement of these Brownfield Eligible Activity expenses are critical to the economic viability of the redevelopment and provides a unique downtown placemaking opportunity.

Environmental investigations have identified the presence of contaminants in soil and groundwater exceeding EGLE Generic Cleanup Criteria and a Baseline Environmental Assessment has been prepared and submitted to EGLE. As a result, the property is a Part 201 Facility and qualifies as Brownfield Eligible Property under Act 381.

Project Name: Ore Dock Beer Garden

Project Location: The Eligible Property is comprised of four parcels in downtown Marquette: 213 S. Front Street, Parcel Identification Number 151030, 214 S. Front Street, Parcel Identification Number 110710, an undesignated parcel, and 114 Spring Street, Parcel Identification Number 110730

Type of Eligible Property: Part 201 Facility and Adjacent

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

Eligible Activities	Environmental	Non-Environmental	TOTAL
Eligible Activities	**$80,500**	**$562,355**	**$642,855**
Interest	**$23,750**	**$165,935**	**$189,685**
ELIGIBLE ACTIVITY SUBTOTAL	**$104,250**	**$728,290**	**$832,540**
Brownfield Plan Development and Approval	**$3,000**	**$10,000**	**$13,000**
Brownfield Plan Implementation	**$5,000**	**$20,000**	**$25,000**
TOTAL ELIGIBLE ACTIVITY	***$112,250***	***$758,290***	***$870,540***
Administrative and Operating Cost (Local Only)	***$4,000***	***$16,000***	**$20,000**

Years to Complete Eligible Activities Payback: *21 years*

Estimated Investment: $1,500,000

Estimated Annual Tax Revenue in First Year After Brownfield Obligation: $83,980

BROWNFIELD PLAN

ORE DOCK BEER GARDEN
MARQUETTE, MARQUETTE COUNTY, MICHIGAN

CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

1.0 INTRODUCTION

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

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

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

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment will remove the blighted building at 214 S. Front Street and construct a unique three seasons outdoor food, beverage and entertainment center in downtown Marquette that will include adjacent property. In addition to the building demolition and outdoor venue, Ore Dock Brewing will be expanding their original building footprint and make significant investments to expand brewing capacity. The Brownfield Plan also includes a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail.

The S. Front Street property is zoned Downtown Marquette Waterfront and the Spring Street property is zoned Central Business District.

The estimated private investment is anticipated at $1,500,000, plus $195,000 in public infrastructure.

The development is anticipated to provide up to 10 jobs at 5 FTE jobs. Site work is anticipated to begin in Spring 2022 with the completion in Spring 2023. The project is located in the City of Marquette, a Qualified Local Governmental Unit (QLGU).

1.2 Eligible Property Information

The Eligible Property includes four parcels, as described below:

	Property Name	Parcel Number	Address	Description	Acreage	Qualifying Status
1.	Former City/Railroad Property	151030	213 S. Front Street	THAT PART OF THE ABANDONED 42-FOOT RAILROAD RIGHT-OR WAY ACROSS PARTS OF LOTS 1,2,3 AND 4 OF BLOCK 19 AND PART OF LOTS 3 AND 4 OF BLOCK 20 OF THE 36 ACRE PLAT IN THE CITY OF MARQUETTE, COUNTY OF MARQUETTE & STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAT; THENCE NORTH 78O01'07" WEST, 180.03 FEET (RECORDED AS NORTH 78O00' WEST, 180,0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 1 AND 2, AND PART OF THE LOT 3 OF BLOCK 19 OF THE 36 ACRE PLAT; THENCE CONTINUING NORTH 78O01'07" WEST, 214.04 FEET (RECORDED AS NORTH 78O00' WEST, 214.0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 3 AND 4 OF BLOCK 19, AND SAID LOT 1 AND PART OF LOT 2 OF BLOCK 20 OF THE 36 ACRE PLAT: THENCE NORTH 11O58'07" EAST, 42.16 FEET ALONG THE EASTERLY LINE OF A PARCEL RECORDED IN 2019R-06619, MARQUETTE COUNTY REGISTER OF DEEDS (RECORDED AS NORTH 12O21'44" EAST IN 2019R-06619), TO THE SOUTHWEST CORNER OF A PARCEL RECORDED IN 2020R-07047, MARQUETTE COUNTY REGISTER OF DEEDS; THENCE SOUTH 78O00'16" EAST, 214.04 FEE ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN 2020R-07047, TO THE SOUTHEAST CORNER THEREOF (ALSO BEING THE SOUTHWEST CORNER OF A PARCEL RECORDED IN LIBER 266 OF DEEDS, PAGE 182, MARQUETTE COUNTY REGISTER OF DEEDS); THENCE CONTINUING SOUTH 78O00'16" EAST, 180.03 FEET (RECORDED AS 180.0 FEET) ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN LIBER 266 OF DEEDS, PAGE 182 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 11O57'58" WEST (RECORDED AS SOUTH 12O00' WEST), 42.07 FEET ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAN AND THE WESTERLY RIGHT-OF-WAY LINE OF FRONT STREET, TO THE POINT OF BEGINNING. CONTAINING 16,596 SQUARE FEET OR 0.381 ACRE OF LAND.	0.38	Part 201 Facility
2.	Former Montcalieri Property	110710	214 S. Front Street	CLEVELAND IRON MINING CO SUBDIVISION THE E 80' OF THE N 25' OF LOT 1, BLOCK 4	0.05	Adjacent
3.	Ore Dock Brewing	110730	114 Spring Street	CLEVELAND IRON MINING CO SUBDIVISION THE W 35' OF LOT 1, AND ALL OF LOT 2, BLOCK 4	0.34	Adjacent
4.	Alleyway			Undefined alleywayl between 110710 and 110730	0.06	
					0.83	

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

The removal of a blighted building and development of a three-season outdoor food, beverage and entertainment center, along with the expansion of a local business and non-motorized trail connection will provide a unique community gathering place, increase the value of downtown property and property taxes, provide recreational opportunities and create jobs. When completed, property taxes are estimated at **$83,980** per year (following the retirement of Brownfield obligations).

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

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

The proposed redevelopment will remove the blighted building at 214 S. Front Street and construct a unique three seasons outdoor food, beverage and entertainment center in downtown Marquette that will include adjacent property. In addition to the building demolition and outdoor venue, Ore Dock Brewing will be expanding their original building footprint and make significant investments to expand brewing capacity. The Brownfield Plan also includes a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail. The Brownfield Plan includes Environmental and Non-Environmental Eligible Activities:

Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities
    - Phase I Environmental Site Assessment
    - Phase II Environmental Site Assessment
    - Baseline Environmental Assessment
- Due Care Activities
    - Due Care Investigation, Planning and Documentation
    - Due Care Response Activities
    - Vapor Mitigation

Non-Environmental Eligible Activities include:

- Lead and Asbestos Abatement
- Demolition
- Site Preparation
- Public Infrastructure

Other Eligible Activities include:

- Brownfield Plan development and approval;
- Brownfield Plan implementation; and
- Administrative and operating costs of the MBRA with local tax capture only.
- Interest (Estimated at 5.0% for 15 years)

Eligible Activities	Environmental	Non-Environmental	TOTAL
Eligible Activities	**$80,500**	**$562,355**	**$642,855**
Interest	**$23,750**	**$165,935**	**$189,685**
ELIGIBLE ACTIVITY SUBTOTAL	**$104,250**	**$728,290**	**$832,540**
Brownfield Plan Development and Approval	**$3,000**	**$10,000**	**$13,000**
Brownfield Plan Implementation	**$5,000**	**$20,000**	**$25,000**
TOTAL ELIGIBLE ACTIVITY	***$112,250***	***$758,290***	***$870,540***
Administrative and Operating Cost (Local Only)	***$4,000***	***$16,000***	**$20,000**

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

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

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

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

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

EGLE Eligible Activities

1. *Baseline Environmental Assessment (BEA) Activities:* BEA Activities include Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and a Baseline Environmental Assessment to provide an exemption for the developer and assigns from environmental liability for pre-existing contamination. Act 381 includes provisions for Baseline Environmental Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without EGLE approval (Section 13b.(8)(a-b)), as long as included in a subsequent Brownfield Plan.
    A. Phase I ESA: A Phase I ESA has been conducted for the two property acquisitions consistent with ASTM Standard E1527-13. The Phase I ESA includes a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs). The Phase I report identified the following RECs:
        1. The historical use of the property at 231 South Front Street for railroad operations;
        2. The proximity of nearby property at 101 West Washington Street as a Part 201 Site of environmental contamination; and
        3. The proximity of nearby property at the southeast corner of Main Street and South Third as a with documented groundwater contamination.
    B. Phase II ESA: A Phase II Environmental Site Assessment was conducted for the Eligible Property in July 2021 to investigate the RECs as part of the environmental due diligence process for property acquisition. Analysis of the soil samples identified the presence of mercury above Part 201 Drinking Groundwater Surfacewater Interface Protection Criteria and above Residential Volatilization to Indoor Air Pathway Screening Criteria. Analysis of groundwater samples identified the presence of lead above Residential and Non-Residential Drinking Water Criteria. As a result, the property at 213

South Front Street qualifies as Brownfield Eligible Property as a Part 201 Facility and the other three parcels qualify as Brownfield Eligible Property as adjacent property under Section 2(p)(i) of Act 381.

C. Baseline Environmental Assessment: A Baseline Environmental Assessment (BEA) for 213 S. Front Street and 214 S. Front Street has been prepared on behalf of Ore Dock Brewing and submitted to EGLE to provide an exemption from environmental liability for pre-existing contamination.

2. Due Care Investigation and Activities: While the BEA provides an exemption from environmental liability for pre-existing contamination, new purchasers have due care obligations to prevent exposure to or exacerbation of pre-existing contamination. Act 381 includes provisions for Due Care Investigation Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without EGLE approval (Section 13b.(8)(a,c)), as long as included in a subsequent Brownfield Plan. There are three primary due care activities proposed under this Brownfield Plan:

A. Due Care Investigation**:** Due to the presence of contaminated soils on the Eligible Property, additional investigation will be required to determine if exposure pathways are complete and if mitigation measures are required.

B. Due Care Planning and Documentation: Following the completion of the due care investigation and determination of the redevelopment details of each future land use, the data summary and recommendations for meeting due care obligations will be included in a Response Activity Plan/Due Care Plan. The Response Activity Plan/Due Care Plan will describe the known contamination, proposed redevelopment activities, plans for mitigating unacceptable exposures and preventing exacerbation, recommendations for filing abandon container notices, notices to third parties who may be exposed to contamination (e.g., utility workers), and filing of Notices of Migration of Contamination, if necessary. In addition, an Environmental Construction Management Plan will be prepared to detail measures to protect on-site workers and construction measures to meet due care obligations. Once the due care measures are completed, Documentation of Due Care Compliance will be compiled.

C. Due Care Exposure Pathway Mitigation: The Response Activity Plan/Due Care Plan and Environmental Construction Management Plan will identify specific measures to be taken to address due care requirements. These activities could include soil remediation; developing and implementing a soils management plan to safely relocate soils on the property or remove soils for transport and disposal

to a licensed landfill; a vapor mitigation system; and/or institutional controls if necessary. These measures will be subject to approval of an Act 381 Work Plan by the EGLE for State tax capture.

Other Activities

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

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

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

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

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

EGLE Environmental Eligible Activity Cost

Eligible Activities	**Estimated Cost**
Baseline Environmental Assessment	*$27,000*
Due Care Activities	*$43,000*
Contingency (15%)	*$10,500*
EGLE Eligible Activities Subtotal	*$80,500*
Interest	*$23,750*
EGLE Environmental Eligible Activities Total	***$104,250***
Brownfield Plan/Work Plan Development and Approval Cost	*$3,000*
Brownfield Plan/Work Plan Implementation Cost	*$5,000*
ENVIRONMENTAL ELIGIBLE ACTIVITIES TOTAL	***$112,250***
MBRA Administrative and Operation Costs	*$4,000*

MSF Non-Environmental Eligible Activities

MSF Non-Environmental Eligible Activities are included under this Brownfield Plan under the auspices of Act 381. The MSF Non-Environmental Eligible Activities include lead and asbestos abatement, demolition, site preparation and infrastructure.

1. *Lead and Asbestos Abatement:* NESHAP regulations require a lead and asbestos survey prior to disturbance of commercial buildings to demonstrate Potential Asbestos Containing Materials (PACMs) do not contain asbestos by properly testing materials in accordance with OSHA standards. Demolition or remodeling buildings that contain lead, cadmium and/or asbestos is subject to regulations to protect the health of the persons that may be affected.

Lead and Asbestos Abatement	Total
Pre-Demolition Survey	$2,500
Monitoring	$4,000
Abatement	$50,000
Contingency (15%)	$8,475
TOTAL	$64,975

2. *Demolition:* In preparation for redevelopment, demolition of blighted building at 214 S. Front Street is required. In addition, site demolition is anticipated for site features and associated infrastructure. The scope of work includes engineering specifications, contractor procurement and site demolition and demolition of the 214 S. Front building.

Demolition	Total
Site Demolition	$20,000
Building Demolition	$120,000
Engineering/Inspections	$7,200
Contingency (15%)	$22.680
TOTAL	$173,880

3. *Site Preparation:* Site preparation will consist of land balancing and grading, geotechnical engineering, special foundations, retaining walls, and temporary site and erosion control and sheeting and shoring.

Site Preparation	Total
GeoTech, Special Foundations	$19,500
Grading and Land Balancing	$20,000
Retaining Walls	$36,240
Temporary Facilities	$24,000
Architectural/Engineering	$12,000
Contingency (15%)	$16,760
TOTAL	$111,740

4. *Infrastructure:* Infrastructure will include development of a non-motorized trail connection between the Rosewood Walkway and the Iron Ore Heritage Trail.

Infrastructure	Total
Trail Connection	$180,000
Engineering	$15,000
TOTAL	$195,000

Other Activities

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

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

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the City of Marquette Brownfield Redevelopment Authority (MBRA) is included as Eligible Activities for Local Only capture. These costs are split between EGLE Environmental Eligible Activities and MSF Non-Environmental Eligible Activities.

Interest: Interest is included as an Eligible Activity. Interest is calculated at 5.0% for 15 years for Eligible Activity costs for the purposes of this Brownfield Plan.

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

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

The taxable value total of the four Eligible Properties as of December 31, 2020 is $496,130. As provided in this Brownfield Plan, the Initial Taxable Value will be established by the taxable value as of December 31, 2020.

The EGLE Environmental and MSF Non-Environmental Eligible Activity cost is *$642,855* plus an estimated *$189,685* in interest and *$38,000* in Brownfield Plan/Work Plan Development, Approval and Implementation, for a total of *$870,540.* The Brownfield Plan also includes $*20,000 i*n MBRA Administrative and Operating Costs and capture of 50% of the State Education Tax for the State Brownfield Fund as required by Act 381, estimated at *$80,997* for this Brownfield Plan. The Brownfield Plan also provides for deposits into the Local Brownfield Revolving Fund during the time of capture and five years after capture, with State tax capture limited to an amount equal to State tax capture for EGLE Environmental Eligible Activities if available. LBRF deposits from local taxes are estimated at *$217,930*. The overall investment for the Project is estimated at over *$1.5 million*.

Table 2 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property. In addition, 3 mils are captured and distributed to the State for the State Brownfield Redevelopment Fund. In accordance with Act 381, this share does not affect the State and local ratio. Interlocal Agreements between the MBRA and the Marquette Downtown Development Authority and the Marquette Local Development Financing Authority which have first right to selected tax capture have been approved by all parties and attached to this Brownfield Plan. The overall contribution of local taxes is consistent with the ratio of captured local taxes (53.50%) to captured State taxes (46.50%). The cash flow analysis for the project indicates payoff of the obligation in *twenty-one (21) years* from 2021 for Local Capture, *twenty-two* (22) years for State Capture, with an additional five years of LBRF capture.

Redevelopment of the property is anticipated to be initiated in Spring 2022, with asbestos abatement and demolition activities. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is summarized in the table below and detailed in Table 2.

Estimate Tax Revenues and Tax Increment Capture by the Authority

Year	Total Tax Revenues	Captured Taxes		Year	Total Tax Revenues	Captured Taxes	
2023	$65,343	$38,712		2038	$75,210	$48,399	
2024	$65,935	$39,293		2039	$75,949	$49,125	
2025	$66,535	$39,882		2040	$76,700	$49,862	
2026	$67,144	$40,480		2041	$77,462	$50,610	
2027	$67,763	$41,088		2042	$78,235	$51,369	
2028	$68,391	$41,704		2043	$79,020	$52,140	(1)
2029	$69,028	$42,329		2044	$79,816	$52,921	(2)
2030	$69,674	$42,964		2045	$80,625	$53,715	
2031	$70,331	$43,609		2046	$81,445	$54,521	
2032	$70,997	$44,263		2047	$82,278	$38,816	
2033	$71,673	$44,927		2048	$83,124	$33,317	(3)
2034	$72,360	$45,601		2049	$83,982	$0	
2035	$73,056	$46,285		2050	$84,853	$0	
2036	$73,764	$46,979		2051	$85,737	$0	
2037	$74,481	$47,684		2052	$86,634	$0	

Total	$2,257,546	$1,180,595
State Brownfield Fund		$70,906
Admin Operating		$20,000
LBRF		$219,148
Eligible Activity		$870,540

(1) Local Tax Capture Ends

(2) State Tax Capture Ends

(3) LBRF Capture Ends

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

Private Environmental Eligible Activity Costs and Non-Environmental Eligible Activity Costs will be financed by the Developer. Public Infrastructure – Trail Development may be funded through a Capital Improvement Bond issued by the City of Marquette or other public sources.

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

The maximum amount of Eligible Activities is anticipated to be will be *$680,855*.

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

The anticipated beginning date of capture is 2023, estimated to be the first year tax increment revenues are available. The duration of Brownfield Plan capture will be the time to capture taxes in an amount equal to the

Eligible Activity obligation, Interest, State Brownfield Fund, Local Brownfield Revolving Fund, and Administrative and Operation Costs. As shown on Table 2, total costs of all Eligible Activities on the property redevelopment are expected to be repaid through tax increment financing within *21 years* for Local Capture and *22 years* for State Capture.

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

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. The Marquette Downtown Development Authority captures local taxes on the subject property. The Marquette Local Development Financing Authority (LDFA) captures one-half of the State tax on the subject property. Interlocal Agreements have been approved by and executed between the MBRA and the DDA and the MBRA and the LDFA to provide for capture of applicable taxes for the reimbursement of Brownfield Eligible Activities under this Brownfield Plan and are included in the Appendix. Table 3 presents the allocation of tax capture and the total tax increment for the 30-year duration of the Brownfield Plan. The DDA and LDFA will continue to receive their tax allocation for the project once the Brownfield obligation is met and beyond the duration of the Brownfield Plan.

The total tax capture is estimated at *$642,855* for Eligible Activities, plus an estimated *$189,685* in interest, *$38,000* in Brownfield Plan development, approval and implementation, $*20,000* in MBRA Administrative and Operating costs, an estimated $70,906 for the State Brownfield Fund and an estimated $$219,148 for the Local Brownfield Revolving Fund for a total capture of *$1,180,595.* After the Brownfield obligation is met, tax revenues in an amount estimated at *$83,980* per year on into the future.

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

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

	Property Name	Parcel Number	Address	Description	Acreage	Qualifying Status
1.	Former City/Railroad Property	151030	213 S. Front Street	THAT PART OF THE ABANDONED 42-FOOT RAILROAD RIGHT-OR WAY ACROSS PARTS OF LOTS 1,2,3 AND 4 OF BLOCK 19 AND PART OF LOTS 3 AND 4 OF BLOCK 20 OF THE 36 ACRE PLAT IN THE CITY OF MARQUETTE, COUNTY OF MARQUETTE & STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAT; THENCE NORTH 78O01'07" WEST, 180.03 FEET (RECORDED AS NORTH 78O00' WEST, 180,0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 1 AND 2, AND PART OF THE LOT 3 OF BLOCK 19 OF THE 36 ACRE PLAT; THENCE CONTINUING NORTH 78O01'07" WEST, 214.04 FEET (RECORDED AS NORTH 78O00' WEST, 214.0 FEET) ALONG THE SOUTHERLY LINE OF SAID LOTS 3 AND 4 OF BLOCK 19, AND SAID LOT 1 AND PART OF LOT 2 OF BLOCK 20 OF THE 36 ACRE PLAT: THENCE NORTH 11O58'07" EAST, 42.16 FEET ALONG THE EASTERLY LINE OF A PARCEL RECORDED IN 2019R-06619, MARQUETTE COUNTY REGISTER OF DEEDS (RECORDED AS NORTH 12O21'44" EAST IN 2019R-06619), TO THE SOUTHWEST CORNER OF A PARCEL RECORDED IN 2020R-07047, MARQUETTE COUNTY REGISTER OF DEEDS; THENCE SOUTH 78O00'16" EAST, 214.04 FEE ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN 2020R-07047, TO THE SOUTHEAST CORNER THEREOF (ALSO BEING THE SOUTHWEST CORNER OF A PARCEL RECORDED IN LIBER 266 OF DEEDS, PAGE 182, MARQUETTE COUNTY REGISTER OF DEEDS); THENCE CONTINUING SOUTH 78O00'16" EAST, 180.03 FEET (RECORDED AS 180.0 FEET) ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED IN LIBER 266 OF DEEDS, PAGE 182 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 11O57'58" WEST (RECORDED AS SOUTH 12O00' WEST), 42.07 FEET ALONG THE EASTERLY LINE OF SAID LOT 1, BLOCK 19 OF THE 36 ACRE PLAN AND THE WESTERLY RIGHT-OF-WAY LINE OF FRONT STREET, TO THE POINT OF BEGINNING. CONTAINING 16,596 SQUARE FEET OR 0.381 ACRE OF LAND.	0.38	Part 201 Facility
2.	Former Montcalieri Property	110710	214 S. Front Street	CLEVELAND IRON MINING CO SUBDIVISION THE E 80' OF THE N 25' OF LOT 1, BLOCK 4	0.05	Adjacent
3.	Ore Dock Brewing	110730	114 Spring Street	CLEVELAND IRON MINING CO SUBDIVISION THE W 35' OF LOT 1, AND ALL OF LOT 2, BLOCK 4	0.34	Adjacent
4.	Alleyway			Undefined Alleyway between 110710 and 110730	0.06	
					0.83	

Location: The Eligible Property is located at 213 S. Front Street, 214 S. Front Street, an undefined alleyway, and 114 Spring Street in downtown Marquette, Michigan. Figure 1 depicts the location of the Eligible Property and Figure 2 depicts the Eligible Property boundaries.

Eligibility Determination: A Phase II Environmental Site Assessment was conducted for the Eligible Property in July 2021 to investigate the RECs as part of the environmental due diligence process for property acquisition. Analysis of the soil samples identified the presence of mercury above Part 201 Groundwater Surfacewater Interface Protection Criteria and Residential Volatilization to Indoor Air Pathway Screening Levels. Analysis of groundwater samples identified the presence of lead above Residential and Non-Residential Drinking Water

Criteria on 213 S. Front Street. Access to 214 S. Front Street was not granted for environmental investigation. As a result, 213 S. Front Street qualifies as Brownfield Eligible Property as a Part 201 Facility. Property at 214 S. Front Street, the undefined alleyway, and 114 Spring Street qualify as adjacent property.

Summary of Soil Concentrations Above EGLE GCC

Sample Number	Sample Depth	Parameter Over Criteria	Parameter Analytical Result (ug/Kg, ppb)	GCC Exceeded (ug/Kg, ppb)
SB-1A	5-6'	Mercury	63	GSIP - 50 RVIAP - 22
SB-2A	2'-3'	Mercury	53	GSIP - 50 RVIAP - 22

RVIAP – EGLE Residential Volatilization to Indoor Air Pathway Screening Levels
GSIP - EGLE Part 201 Groundwater Surface Water Interface Protection Criteria
ppb – Parts per billion
ug/Kg – Micrograms per kilogram or ppb

Summary of Groundwater Concentrations Above EGLE GCC

Sample Number	Sample Depth	Parameter Over Criteria	Parameter Analytical Result (ug/Kg, ppb)	GCC Exceeded (ug/Kg, ppb)
TMW-2	18.5'	Lead	7.9	NDW - 4 RDW - 4

NDW – EGLE Part 201 Non-Residential Drinking Water Criteria
RDW – EGLE Part 201 Residential Drinking Water Criteria
ppb – Parts per billion
ug/Kg – Micrograms per kilogram or ppb

Personal Property: Personal Property is included as part of the Eligible Property.

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

There are an estimate four persons in residential dwellings at 114 Spring Street.

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

The residential dwellings will remain; therefore, a plan for residential relocation is not applicable.

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

The residential dwellings will remain; therefore, a provision for residential relocation has not been allocated.

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

The residential dwellings will remain; therefore, relocation is not necessary.

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

None

EXHIBITS

FIGURES

Figure 1 Eligible Property Location Map

Figure 2.1 Eligible Property Boundaries

Figure 2.2 Property Survey

Figure 3 Public Infrastructure Improvements

TABLES

Table 1.1 Environmental Eligible Activities Costs and Schedule

Table 1.2 Non-Environmental Eligible Activities Costs and Schedule

Table 2.1 – Annual Revenue and Brownfield Capture Estimates

Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table

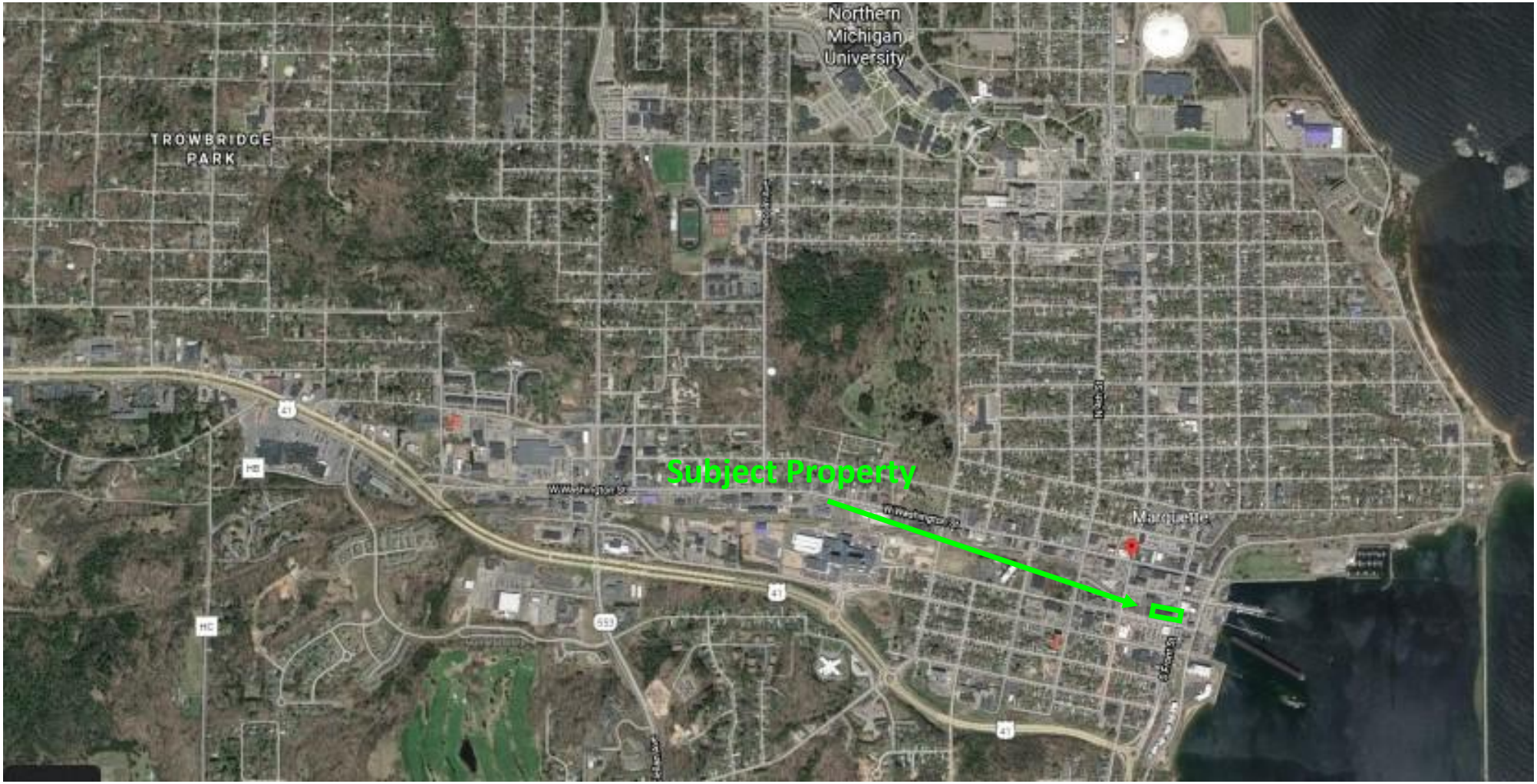
Table 3. Impact on Tax Jurisdictions

ATTACHMENTS

Attachment A – Brownfield Plan Resolutions

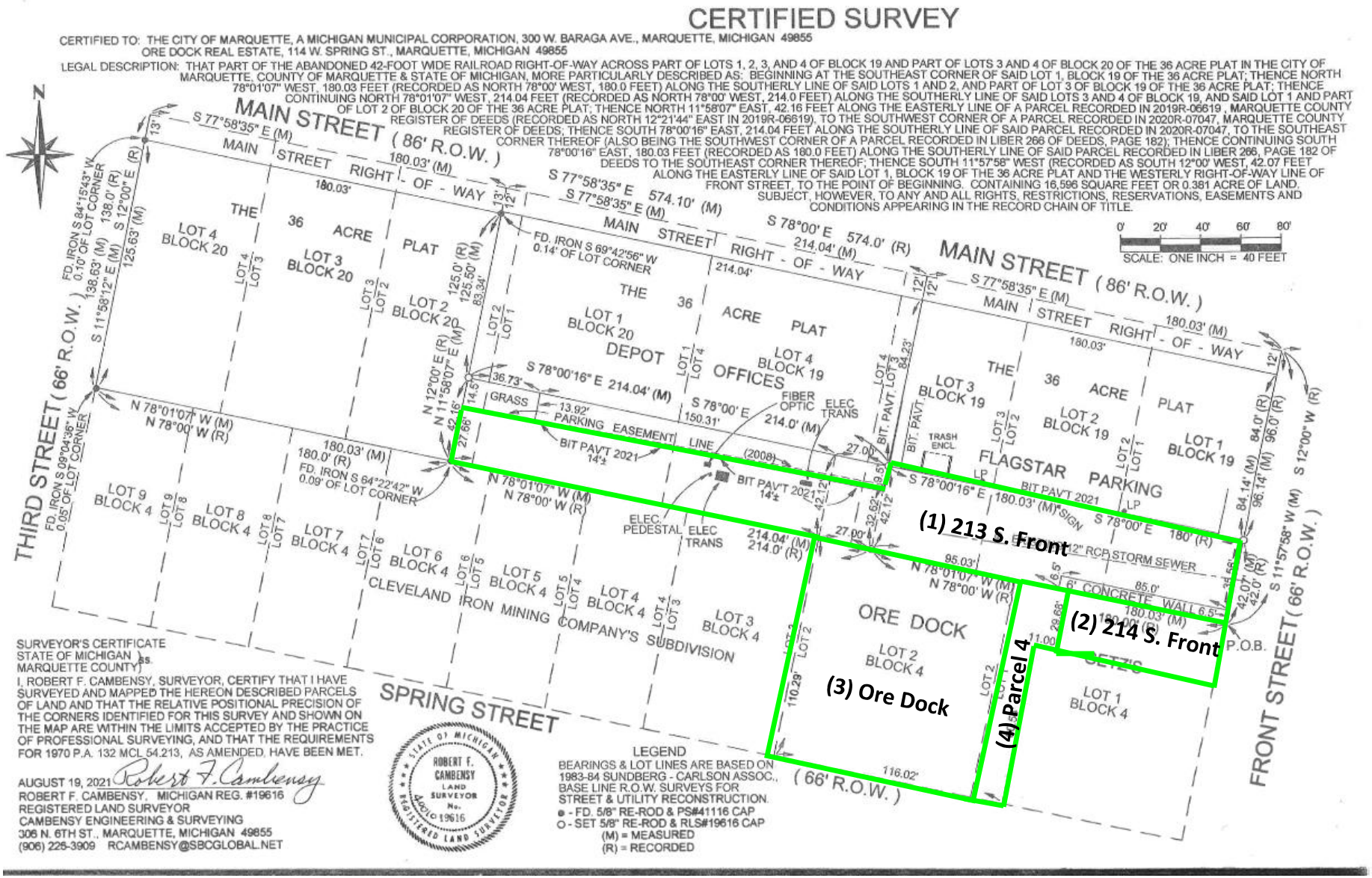
Attachment B – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette Downtown Development Authority

Attachment C – Interlocal Agreement: Marquette Brownfield Redevelopment Authority/Marquette Local Development Finance Authority

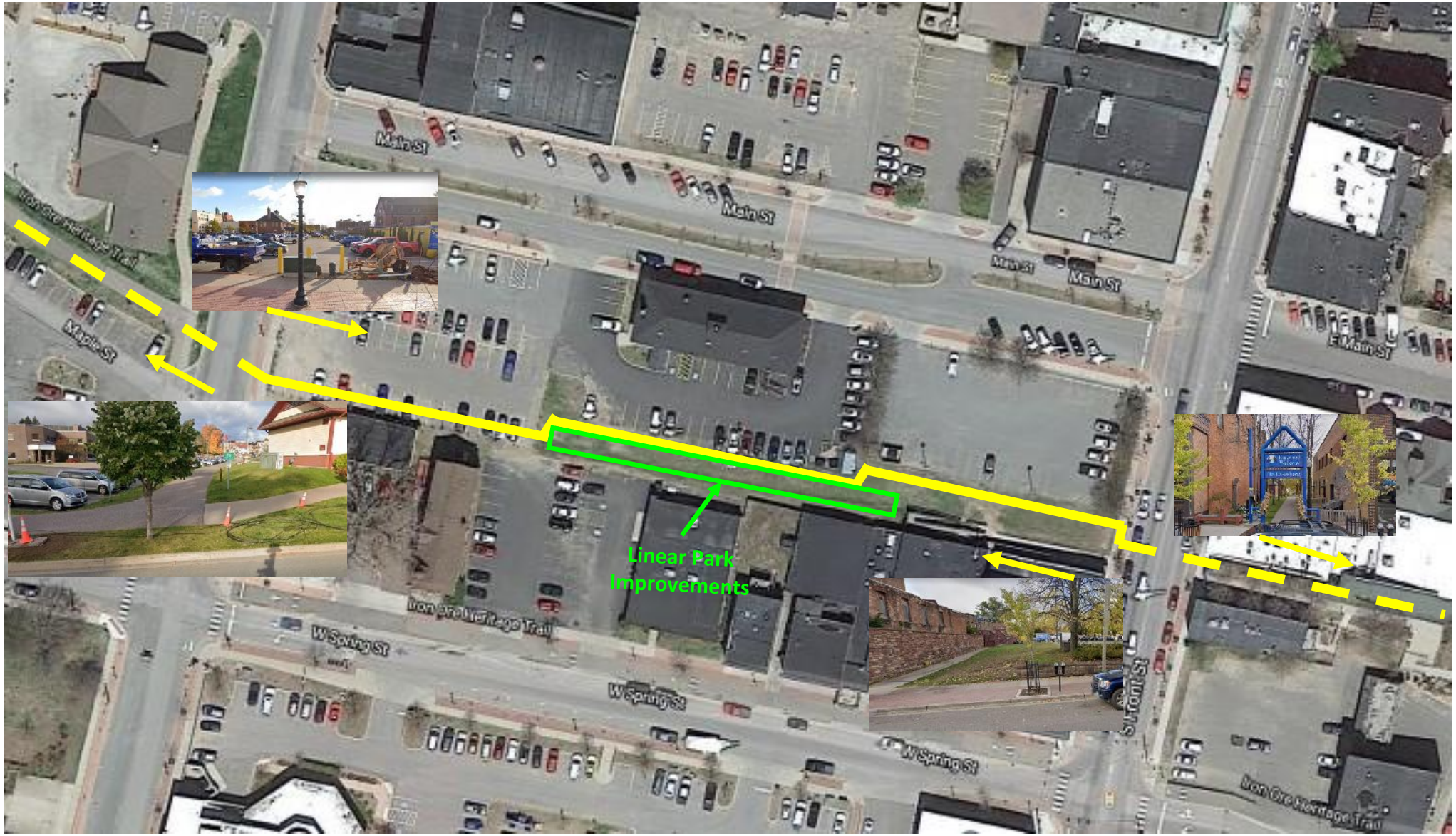


Brownfield Plan Ore Dock Brewing Expansion	Figure 1: Eligible Property Location
Marquette Brownfield Redevelopment Authority Marquette, Michigan	Date: January 2022

Brownfield Plan Ore Dock Brewing Expansion	Figure 2.1: Eligible Property Boundaries
	Source: Google Earth
Marquette Brownfield Redevelopment Authority Marquette, Michigan	Date: January 2022



Brownfield Plan **Ore Dock Brewing Expansion**	**Figure 2.2: Property Survey**
Marquette Brownfield Redevelopment Authority **Marquette, Michigan**	**Source: Cambensy Engineering and Surveying** **Date: November 2021**



Brownfield Plan Ore Dock Brewing Expansion	Figure 3: Potential Rosewood Walkway – Iron Ore Trail Link
Marquette Brownfield Redevelopment Authority Marquette, Michigan	Source: Google Earth Date: January 2022

Table 1.1 EGLE Eligible Activities Costs and Schedule Ore Dock Brewing Company Beer Garden City of Marquette Brownfield Redevelopment Authority	
EGLE Eligible Activities	**Cost**
Department Specific Activities	
BEA Actiivities	
Phase I ESA	$4,000
Phase II ESA	$20,000
Baseline Environmental Assessment	$3,000
Subtotal	$27,000
Due Care Activities	
Due Care Investigation	$10,000
Section 7A Compliance Analysis	$3,000
Due Care Measures	
Soil Removal, Transport and Disposal	$30,000
Vapor Mitigation	
Subtotal	$43,000
EGLE Eligible Activities Subtotal	*$70,000*
Contingency (15%)	*$10,500*
EGLE Eligible Activities Subtotal	**$80,500**
Interest (5% for 15 Years)	**$23,750**
EGLE Eligible Activities Total Costs	**$104,250**
Brownfield Plan/Act 381 Work Plan Preparation	**$3,000**
Brownfield Plan/Act 381 Work Plan Implementation	**$5,000**
EGLE Eligible Activities Total Costs	**$112,250**
MBRA Administrative and Operating Costs	**$4,000**

Table 1.2 MSF Eligible Activities Costs and Schedule Ore Dock Brewing Company Beer Garden City of Marquette Brownfield Redevelopment Authority	
MSF Eligible Activities	**Cost**
Demolition	
Site Demolition	
Building Demolition	$140,000
Selective Interior Demolition	$4,000
Engineering/Inspections	$7,200
Subtotal	$151,200
Lead, Asbestos, Mold Abatement	
Survey	$2,500
Monitoring	
Abatement	$54,000
Subtotal	$56,500
Site Preparation	
Special Foundations	$16,500
Geotechnical Engineering	$3,000
Grading and Land Balancing	$20,000
Retaining Walls - Site	$24,000
Retaining Walls - Building	$12,240
Temporary Facilities, Site Control, Protection	$9,000
Temporary Sheeting Shoring	$15,000
Soft Costs	$12,000
Subtotal	$111,740
Private MSF Eligible Activities Sub-Total	**$319,440**
Contingency (15%)	**$47,915**
Private MSF Eligible Activities SubTotal	**$367,355**
Interest (5% for 10 years)	**$108,385**
Brownfield Plan/Act 381 Work Plan Preparation	**$10,000**
Private MSF Eligible Activities Total	**$485,740**
Public Infrastructure Improvements	
Trail Connection	$180,000
Engineering	$15,000
Subtotal	$195,000
Interest (5% for 10 years)	$57,550
City MSF Eligible Activities Total	**$252,550**
Brownfield Plan/Act 381 Work Plan Implementation	**$20,000**
City MSF Eligible Activities Total	**$272,550**
MSF Eligible Activities Total Costs	**$758,290**
MBRA Administrative and Operating Costs	**$16,000**

Table 2.1 - Annual Revenue and Brownfield Capture Estimates
Ore Dock Brewing Company Beer Garden
Marquette Brownfield Redevelopment Authority

Estimated Taxable Value (TV) Increase Rate: 1.50%

Plan Year			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Revenue Year		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
*Base Taxable Value		$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916
Annual Value Additions			$ 1,500,000		$ -												
Cumulative Value Additions			$ 1,500,000	$ 1,522,500	$ 1,545,338	$ 1,568,518	$ 1,592,045	$ 1,615,926	$ 1,640,165	$ 1,664,767	$ 1,689,739	$ 1,715,085	$ 1,740,811	$ 1,766,923	$ 1,793,427	$ 1,820,329	$ 1,847,634
Estimated New TV		$ 492,916	$ 1,242,916	$ 1,254,166	$ 1,265,585	$ 1,277,175	$ 1,288,939	$ 1,300,879	$ 1,312,998	$ 1,325,300	$ 1,337,785	$ 1,350,458	$ 1,363,322	$ 1,376,378	$ 1,389,630	$ 1,403,080	$ 1,416,733
Incremental Difference (New TV - Base TV)			$ 750,000	$ 761,250	$ 772,669	$ 784,259	$ 796,023	$ 807,963	$ 820,082	$ 832,384	$ 844,869	$ 857,542	$ 870,406	$ 883,462	$ 896,714	$ 910,164	$ 923,817
Total School Revenue	Millage Rate																
	45.65% 24.0000	$ 11,830	$ 29,830	$ 30,100	$ 30,374	$ 30,652	$ 30,935	$ 31,221	$ 31,512	$ 31,807	$ 32,107	$ 32,411	$ 32,720	$ 33,033	$ 33,351	$ 33,674	$ 34,002
Total Local Revenue	Millage Rate																
	54.35% 28.5726	$ 14,084	$ 35,513	$ 35,835	$ 36,161	$ 36,492	$ 36,828	$ 37,169	$ 37,516	$ 37,867	$ 38,224	$ 38,586	$ 38,954	$ 39,327	$ 39,705	$ 40,090	$ 40,480
Total Revenue	Millage Rate																
	52.5726	$ 25,914	$ 65,343	$ 65,935	$ 66,535	$ 67,144	$ 67,763	$ 68,391	$ 69,028	$ 69,674	$ 70,331	$ 70,997	$ 71,673	$ 72,360	$ 73,056	$ 73,764	$ 74,481
State Revenue	Millage Rate	46.50%															
State Education Tax (SET)	6.0000	$ -	$ 4,500	$ 4,568	$ 4,636	$ 4,706	$ 4,776	$ 4,848	$ 4,920	$ 4,994	$ 5,069	$ 5,145	$ 5,222	$ 5,301	$ 5,380	$ 5,461	$ 5,543
School Operating Tax	18.0000	$ -	$ 13,500	$ 13,703	$ 13,908	$ 14,117	$ 14,328	$ 14,543	$ 14,761	$ 14,983	$ 15,208	$ 15,436	$ 15,667	$ 15,902	$ 16,141	$ 16,383	$ 16,629
School Total	**24.0000**	**$ -**	**$ 18,000**	**$ 18,270**	**$ 18,544**	**$ 18,822**	**$ 19,105**	**$ 19,391**	**$ 19,682**	**$ 19,977**	**$ 20,277**	**$ 20,581**	**$ 20,890**	**$ 21,203**	**$ 21,521**	**$ 21,844**	**$ 22,172**
Local Revenue	Millage Rate	53.50%															
City Operating	14.9225	$ -	$ 11,192	$ 11,360	$ 11,530	$ 11,703	$ 11,879	$ 12,057	$ 12,238	$ 12,421	$ 12,608	$ 12,797	$ 12,989	$ 13,183	$ 13,381	$ 13,582	$ 13,786
Senior	0.3496	$ -	$ 262	$ 266	$ 270	$ 274	$ 278	$ 282	$ 287	$ 291	$ 295	$ 300	$ 304	$ 309	$ 313	$ 318	$ 323
County Allocated	5.2938	$ -	$ 3,970	$ 4,030	$ 4,090	$ 4,152	$ 4,214	$ 4,277	$ 4,341	$ 4,406	$ 4,473	$ 4,540	$ 4,608	$ 4,677	$ 4,747	$ 4,818	$ 4,891
Transit	0.6000	$ -	$ 450	$ 457	$ 464	$ 471	$ 478	$ 485	$ 492	$ 499	$ 507	$ 515	$ 522	$ 530	$ 538	$ 546	$ 554
Aging	0.4474	$ -	$ 336	$ 341	$ 346	$ 351	$ 356	$ 361	$ 367	$ 372	$ 378	$ 384	$ 389	$ 395	$ 401	$ 407	$ 413
MOE	0.5500	$ -	$ 413	$ 419	$ 425	$ 431	$ 438	$ 444	$ 451	$ 458	$ 465	$ 472	$ 479	$ 486	$ 493	$ 501	$ 508
Dispatch	0.4970	$ -	$ 373	$ 378	$ 384	$ 390	$ 396	$ 402	$ 408	$ 414	$ 420	$ 426	$ 433	$ 439	$ 446	$ 452	$ 459
Rescue	0.1525	$ -	$ 114	$ 116	$ 118	$ 120	$ 121	$ 123	$ 125	$ 127	$ 129	$ 131	$ 133	$ 135	$ 137	$ 139	$ 141
Veterans	0.0800	$ -	$ 60	$ 61	$ 62	$ 63	$ 64	$ 65	$ 66	$ 67	$ 68	$ 69	$ 70	$ 71	$ 72	$ 73	$ 74
Heritage Trail	0.2000	$ -	$ 150	$ 152	$ 155	$ 157	$ 159	$ 162	$ 164	$ 166	$ 169	$ 172	$ 174	$ 177	$ 179	$ 182	$ 185
Library	1.3685	$ -	$ 1,026	$ 1,042	$ 1,057	$ 1,073	$ 1,089	$ 1,106	$ 1,122	$ 1,139	$ 1,156	$ 1,174	$ 1,191	$ 1,209	$ 1,227	$ 1,246	$ 1,264
ISD	2.2048	$ -	$ 1,654	$ 1,678	$ 1,704	$ 1,729	$ 1,755	$ 1,781	$ 1,808	$ 1,835	$ 1,863	$ 1,891	$ 1,919	$ 1,948	$ 1,977	$ 2,007	$ 2,037
MAPS Sinking Fund	0.9500	$ -	$ 713	$ 723	$ 734	$ 745	$ 756	$ 768	$ 779	$ 791	$ 803	$ 815	$ 827	$ 839	$ 852	$ 865	$ 878
Local Total	**27.6161**	**$ -**	**$ 20,712**	**$ 21,023**	**$ 21,338**	**$ 21,658**	**$ 21,983**	**$ 22,313**	**$ 22,647**	**$ 22,987**	**$ 23,332**	**$ 23,682**	**$ 24,037**	**$ 24,398**	**$ 24,764**	**$ 25,135**	**$ 25,512**
State and Local Capture	Millage Rate																
TOTAL	**51.6161**	$ -	**$ 38,712**	**$ 39,293**	**$ 39,882**	**$ 40,480**	**$ 41,088**	**$ 41,704**	**$ 42,329**	**$ 42,964**	**$ 43,609**	**$ 44,263**	**$ 44,927**	**$ 45,601**	**$ 46,285**	**$ 46,979**	**$ 47,684**
Non-Capturable Millages	Millage Rate																
Library Debt	0.4565	$ -	$ 342	$ 348	$ 353	$ 358	$ 363	$ 369	$ 374	$ 380	$ 386	$ 391	$ 397	$ 403	$ 409	$ 415	$ 422
MAPS Debt	0.5000	$ -	$ 375	$ 381	$ 386	$ 392	$ 398	$ 404	$ 410	$ 416	$ 422	$ 429	$ 435	$ 442	$ 448	$ 455	$ 462
		$ -	**$ 717**	**$ 728**	**$ 739**	**$ 750**	**$ 761**	**$ 773**	**$ 784**	**$ 796**	**$ 808**	**$ 820**	**$ 833**	**$ 845**	**$ 858**	**$ 871**	**$ 884**

Estimated Taxable Value (TV) Increase Rate: 2.50%

Plan Year		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Revenue Year		2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
*Base Taxable Value		$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916
Annual Value Additions																
Cumulative Value Additions		$ 1,875,348	$ 1,903,478	$ 1,932,030	$ 1,961,011	$ 1,990,426	$ 2,020,283	$ 2,050,587	$ 2,081,346	$ 2,112,566	$ 2,144,254	$ 2,176,418	$ 2,209,064	$ 2,242,200	$ 2,275,833	$ 2,309,971
Estimated New TV		$ 1,430,590	$ 1,444,655	$ 1,458,931	$ 1,473,421	$ 1,488,129	$ 1,503,057	$ 1,518,209	$ 1,533,589	$ 1,549,199	$ 1,565,043	$ 1,581,125	$ 1,597,448	$ 1,614,016	$ 1,630,833	$ 1,647,901
Incremental Difference (New TV - Base TV)		$ 937,674	$ 951,739	$ 966,015	$ 980,505	$ 995,213	$ 1,010,141	$ 1,025,293	$ 1,040,673	$ 1,056,283	$ 1,072,127	$ 1,088,209	$ 1,104,532	$ 1,121,100	$ 1,137,917	$ 1,154,985
Total School Revenue	Millage Rate															
	45.65% 24.0000	$ 34,334	$ 34,672	$ 35,014	$ 35,362	$ 35,715	$ 36,073	$ 36,437	$ 36,806	$ 37,181	$ 37,561	$ 37,947	$ 38,339	$ 38,736	$ 39,140	$ 39,550
Total Local Revenue	Millage Rate															
	54.35% 28.5726	$ 40,876	$ 41,278	$ 41,685	$ 42,099	$ 42,520	$ 42,946	$ 43,379	$ 43,819	$ 44,265	$ 44,717	$ 45,177	$ 45,643	$ 46,117	$ 46,597	$ 47,085
Total Revenue	Millage Rate															
	52.5726	$ 75,210	$ 75,949	$ 76,700	$ 77,462	$ 78,235	$ 79,020	$ 79,816	$ 80,625	$ 81,445	$ 82,278	$ 83,124	$ 83,982	$ 84,853	$ 85,737	$ 86,634
School Capture	Millage Rate															
State Education Tax (SET)	6.0000	$ 5,626	$ 5,710	$ 5,796	$ 5,883	$ 5,971	$ 6,061	$ 6,152	$ 6,244	$ 6,338	$ 6,433	$ 6,529	$ 6,627	$ 6,727	$ 6,827	$ 6,930
School Operating Tax	18.0000	$ 16,878	$ 17,131	$ 17,388	$ 17,649	$ 17,914	$ 18,183	$ 18,455	$ 18,732	$ 19,013	$ 19,298	$ 19,588	$ 19,882	$ 20,180	$ 20,482	$ 20,790
School Total	**24.0000**	**$ 22,504**	**$ 22,842**	**$ 23,184**	**$ 23,532**	**$ 23,885**	**$ 24,243**	**$ 24,607**	**$ 24,976**	**$ 25,351**	**$ 25,731**	**$ 26,117**	**$ 26,509**	**$ 26,906**	**$ 27,310**	**$ 27,720**
Local Capture	Millage Rate															
City Operating	14.9225	$ 13,992	$ 14,202	$ 14,415	$ 14,632	$ 14,851	$ 15,074	$ 15,300	$ 15,529	$ 15,762	$ 15,999	$ 16,239	$ 16,482	$ 16,730	$ 16,981	$ 17,235
Senior	0.3496	$ 328	$ 333	$ 338	$ 343	$ 348	$ 353	$ 358	$ 364	$ 369	$ 375	$ 380	$ 386	$ 392	$ 398	$ 404
County Allocated	5.2938	$ 4,964	$ 5,038	$ 5,114	$ 5,191	$ 5,268	$ 5,347	$ 5,428	$ 5,509	$ 5,592	$ 5,676	$ 5,761	$ 5,847	$ 5,935	$ 6,024	$ 6,114
Transit	0.6	$ 563	$ 571	$ 580	$ 588	$ 597	$ 606	$ 615	$ 624	$ 634	$ 643	$ 653	$ 663	$ 673	$ 683	$ 693
Aging	0.4474	$ 420	$ 426	$ 432	$ 439	$ 445	$ 452	$ 459	$ 466	$ 473	$ 480	$ 487	$ 494	$ 502	$ 509	$ 517
MOE	0.55	$ 516	$ 523	$ 531	$ 539	$ 547	$ 556	$ 564	$ 572	$ 581	$ 590	$ 599	$ 607	$ 617	$ 626	$ 635
Dispatch	0.497	$ 466	$ 473	$ 480	$ 487	$ 495	$ 502	$ 510	$ 517	$ 525	$ 533	$ 541	$ 549	$ 557	$ 566	$ 574
Rescue	0.1525	$ 143	$ 145	$ 147	$ 150	$ 152	$ 154	$ 156	$ 159	$ 161	$ 163	$ 166	$ 168	$ 171	$ 174	$ 176
Veterans	0.08	$ 75	$ 76	$ 77	$ 78	$ 80	$ 81	$ 82	$ 83	$ 85	$ 86	$ 87	$ 88	$ 90	$ 91	$ 92
Heritage Trail	0.2	$ 188	$ 190	$ 193	$ 196	$ 199	$ 202	$ 205	$ 208	$ 211	$ 214	$ 218	$ 221	$ 224	$ 228	$ 231
Library	1.3685	$ 1,283	$ 1,302	$ 1,322	$ 1,342	$ 1,362	$ 1,382	$ 1,403	$ 1,424	$ 1,446	$ 1,467	$ 1,489	$ 1,512	$ 1,534	$ 1,557	$ 1,581
ISD	2.2048	$ 2,067	$ 2,098	$ 2,130	$ 2,162	$ 2,194	$ 2,227	$ 2,261	$ 2,294	$ 2,329	$ 2,364	$ 2,399	$ 2,435	$ 2,472	$ 2,509	$ 2,547
MAPS Sinking Fund	0.95	$ 891	$ 904	$ 918	$ 931	$ 945	$ 960	$ 974	$ 989	$ 1,003	$ 1,019	$ 1,034	$ 1,049	$ 1,065	$ 1,081	$ 1,097
Local Total	**27.6161**	**$ 25,895**	**$ 26,283**	**$ 26,678**	**$ 27,078**	**$ 27,484**	**$ 27,896**	**$ 28,315**	**$ 28,739**	**$ 29,170**	**$ 29,608**	**$ 30,052**	**$ 30,503**	**$ 30,960**	**$ 31,425**	**$ 31,896**
Local Capture	Millage Rate															
TOTAL	**51.6161**	**$ 48,399**	**$ 49,125**	**$ 49,862**	**$ 50,610**	**$ 51,369**	**$ 52,140**	**$ 52,922**	**$ 53,715**	**$ 54,521**	**$ 55,339**	**$ 56,169**	**$ 57,012**	**$ 57,867**	**$ 58,735**	**$ 59,616**
Non-Capturable Millages	Millage Rate															
Library Debt	0.4565	$ 342	$ 348	$ 353	$ 358	$ 363	$ 369	$ 374	$ 380	$ 386	$ 391	$ 397	$ 403	$ 409	$ 415	$ 422
MAPS Debt	0.5000	$ 469	$ 476	$ 483	$ 490	$ 498	$ 505	$ 513	$ 520	$ 528	$ 536	$ 544	$ 552	$ 561	$ 569	$ 577
		$ 811	**$ 823**	**$ 836**	**$ 848**	**$ 861**	**$ 874**	**$ 887**	**$ 900**	**$ 914**	**$ 928**	**$ 941**	**$ 956**	**$ 970**	**$ 984**	**$ 999**

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Ore Dock Brewing Beer Garden
City of Marquette Brownfield Redevelopment Authority

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Local-Only Taxes	Total
State	**46.50%**	**$ 404,776**	$ 70,906	$ 52,193		$ 527,875
Local	**53.50%**	**$ 465,764**		$ 166,955	**$ 20,000**	$ 652,719
TOTAL	100.0%	**$ 870,540**	**$ 70,906**	**$ 219,148**		**$ 1,180,594**
EGLE		$ 112,250				
MSF		$ 758,290				
TOTAL		**$ 870,540**				

Estimated Total Years of Capture:	
Local Eligible Activities	21
State Eligible Activities	22
LBRF	26

Estimated Capture	$ 870,540
Administrative Fees	$ 20,000
State Revolving Fund	$ 70,906
LBRF	$ 219,148
TOTAL	$ 1,180,594

Estimated Taxable Value (TV) Increase Rate: 1.50%

Plan Year			**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Revenue Year			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
*Base Taxable Value			$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916
Annual Value Additions			$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ -							
Cumulative Value Additions				$ 1,500,000	$ 1,522,500	$ 1,545,338	$ 1,568,518	$ 1,592,045	$ 1,615,926	$ 1,640,165	$ 1,664,767	$ 1,689,739	$ 1,715,085	$ 1,740,811	$ 1,766,923	$ 1,793,427
Estimated New TV			$ 492,916	$ 1,242,916	$ 1,254,166	$ 1,265,585	$ 1,277,175	$ 1,288,939	$ 1,300,879	$ 1,312,998	$ 1,325,300	$ 1,337,785	$ 1,350,458	$ 1,363,322	$ 1,376,378	$ 1,389,630
Incremental Difference (New TV - Base TV)				$ 750,000	$ 761,250	$ 772,669	$ 784,259	$ 796,023	$ 807,963	$ 820,082	$ 832,384	$ 844,869	$ 857,542	$ 870,406	$ 883,462	$ 896,714
Total School Revenue	Millage Rate															
	45.65%	24.0000	$ 11,830	$ 29,830	$ 30,100	$ 30,374	$ 30,652	$ 30,935	$ 31,221	$ 31,512	$ 31,807	$ 32,107	$ 32,411	$ 32,720	$ 33,033	$ 33,351
Total Local Revenue	Millage Rate															
	54.35%	28.5726	$ 14,084	$ 35,513	$ 35,835	$ 36,161	$ 36,492	$ 36,828	$ 37,169	$ 37,516	$ 37,867	$ 38,224	$ 38,586	$ 38,954	$ 39,327	$ 39,705
Total Revenue	Millage Rate															
		52.5726	$ 25,914	$ 65,343	$ 65,935	$ 66,535	$ 67,144	$ 67,763	$ 68,391	$ 69,028	$ 69,674	$ 70,331	$ 70,997	$ 71,673	$ 72,360	$ 73,056

Plan Year				0	1	2	3	4	5	6	7	8	9	10	11	12	13
Revenue Year	notes		Capture Rate	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total State Incremental Revenue			46.50%	$ -	$ 18,000	$ 18,270	$ 18,544	$ 18,822	$ 19,105	$ 19,391	$ 19,682	$ 19,977	$ 20,277	$ 20,581	$ 20,890	$ 21,203	$ 21,521
State Brownfield Revolving Fund (50% of SET)				$ -	$ 2,250	$ 2,284	$ 2,318	$ 2,353	$ 2,388	$ 2,424	$ 2,460	$ 2,497	$ 2,535	$ 2,573	$ 2,611	$ 2,650	$ 2,690
State TIR Available for Reimbursement				**$ -**	**$ 15,750**	**$ 15,986**	**$ 16,226**	**$ 16,469**	**$ 16,716**	**$ 16,967**	**$ 17,222**	**$ 17,480**	**$ 17,742**	**$ 18,008**	**$ 18,279**	**$ 18,553**	**$ 18,831**
Total Local Incremental Revenue			53.50%	$ -	$ 20,712	$ 21,023	$ 21,338	$ 21,658	$ 21,983	$ 22,313	$ 22,647	$ 22,987	$ 23,332	$ 23,682	$ 24,037	$ 24,398	$ 24,764
BRA Administrative Fee	5% $ 20,000			$ -	$ 1,036	$ 1,051	$ 1,067	$ 1,083	$ 1,099	$ 1,116	$ 1,132	$ 1,149	$ 1,167	$ 1,184	$ 1,202	$ 1,220	$ 1,238
Local TIR Available for Reimbursement				**$ -**	**$ 19,676**	**$ 19,972**	**$ 20,271**	**$ 20,575**	**$ 20,884**	**$ 21,197**	**$ 21,515**	**$ 21,838**	**$ 22,165**	**$ 22,498**	**$ 22,835**	**$ 23,178**	**$ 23,526**
Total State & Local TIR Available for Reimbursement			**$ -**	**$ -**	**$ 35,426**	**$ 35,958**	**$ 36,497**	**$ 37,045**	**$ 37,600**	**$ 38,164**	**$ 38,737**	**$ 39,318**	**$ 39,908**	**$ 40,506**	**$ 41,114**	**$ 41,731**	**$ 42,357**
DEVELOPER	Beginning Balance		% Allocation		68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%
Developer Reimbursement		$592,990		$ -	$ 24,132	$ 24,494	$ 24,861	$ 25,234	$ 25,612	$ 25,997	$ 26,387	$ 26,782	$ 27,184	$ 27,592	$ 28,006	$ 28,426	$ 28,852
Developer Reimbursement Balance		*$592,990*		***$ 592,990***	***$ 568,858***	***$ 544,365***	***$ 519,504***	***$ 494,270***	***$ 468,657***	***$ 442,661***	***$ 416,274***	***$ 389,492***	***$ 362,308***	***$ 334,716***	***$ 306,710***	***$ 278,284***	***$ 249,432***
CITY	Beginning Balance		% Allocation		32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%
City Reimbursement		$277,550		$ -	$ 11,295	$ 11,464	$ 11,636	$ 11,811	$ 11,988	$ 12,168	$ 12,350	$ 12,536	$ 12,724	$ 12,914	$ 13,108	$ 13,305	$ 13,504
City Reimbursement Balance				***$277,550***	***$ 266,255***	***$ 254,791***	***$ 243,155***	***$ 231,344***	***$ 219,356***	***$ 207,188***	***$ 194,838***	***$ 182,302***	***$ 169,579***	***$ 156,664***	***$ 143,556***	***$ 130,251***	***$ 116,747***
MSF Non-Environmental Costs			*$ 758,290*	*$ -*	*$ 30,858*	*$ 31,321*	*$ 31,791*	*$ 32,268*	*$ 32,752*	*$ 33,243*	*$ 33,742*	*$ 34,248*	*$ 34,762*	*$ 35,283*	*$ 35,813*	*$ 36,350*	*$ 36,895*
State Tax Reimbursement	87.11%		$ 352,583	$ -	$ 13,719	$ 13,925	$ 14,134	$ 14,346	$ 14,561	$ 14,779	$ 15,001	$ 15,226	$ 15,455	$ 15,686	$ 15,922	$ 16,160	$ 16,403
Local Tax Reimbursement	87.11%		$ 405,707	$ -	$ 17,139	$ 17,396	$ 17,657	$ 17,922	$ 18,191	$ 18,464	$ 18,741	$ 19,022	$ 19,307	$ 19,597	$ 19,891	$ 20,189	$ 20,492
Total MSF Reimbursement Balance				*$ 758,290*	*$ 727,432*	*$ 696,110*	*$ 664,319*	*$ 632,051*	*$ 599,299*	*$ 566,056*	*$ 532,314*	*$ 498,065*	*$ 463,304*	*$ 428,020*	*$ 392,208*	*$ 355,858*	*$ 318,963*
State MSF Balance to Be Reimbursed				*$ 352,583*	*$ 338,864*	*$ 324,939*	*$ 310,805*	*$ 296,459*	*$ 281,898*	*$ 267,119*	*$ 252,118*	*$ 236,892*	*$ 221,437*	*$ 205,751*	*$ 189,829*	*$ 173,669*	*$ 157,266*
Local MSF Balance to Be Reimbursed				*$ 405,707*	*$ 388,568*	*$ 371,171*	*$ 353,514*	*$ 335,592*	*$ 317,401*	*$ 298,937*	*$ 280,196*	*$ 261,174*	*$ 241,866*	*$ 222,270*	*$ 202,379*	*$ 182,189*	*$ 161,697*
EGLE Environmental Costs			*$ 112,250*	*$ -*	*$ 4,568*	*$ 4,637*	*$ 4,706*	*$ 4,777*	*$ 4,848*	*$ 4,921*	*$ 4,995*	*$ 5,070*	*$ 5,146*	*$ 5,223*	*$ 5,301*	*$ 5,381*	*$ 5,462*
State Tax Reimbursement	12.89%		$ 52,193	$ -	$ 2,031	$ 2,061	$ 2,092	$ 2,124	$ 2,155	$ 2,188	$ 2,221	$ 2,254	$ 2,288	$ 2,322	$ 2,357	$ 2,392	$ 2,428
Local Tax Reimbursement	12.89%		$ 60,057	$ -	$ 2,537	$ 2,575	$ 2,614	$ 2,653	$ 2,693	$ 2,733	$ 2,774	$ 2,816	$ 2,858	$ 2,901	$ 2,944	$ 2,989	$ 3,033
Total MDEQ Reimbursement Balance				*$ 112,250*	*$ 107,682*	*$ 103,045*	*$ 98,339*	*$ 93,563*	*$ 88,714*	*$ 83,793*	*$ 78,799*	*$ 73,729*	*$ 68,583*	*$ 63,360*	*$ 58,059*	*$ 52,678*	*$ 47,216*
State MDEQ Balance to Be Reimbursed				*$ 52,193*	*$ 50,162*	*$ 48,101*	*$ 46,009*	*$ 43,885*	*$ 41,730*	*$ 39,542*	*$ 37,321*	*$ 35,067*	*$ 32,779*	*$ 30,457*	*$ 28,100*	*$ 25,708*	*$ 23,280*
Local MDEQ Balance to Be Reimbursed				*$ 60,057*	*$ 57,520*	*$ 54,945*	*$ 52,331*	*$ 49,678*	*$ 46,985*	*$ 44,252*	*$ 41,478*	*$ 38,662*	*$ 35,804*	*$ 32,903*	*$ 29,958*	*$ 26,970*	*$ 23,936*
Total Annual Eligible Activity Reimbursement				*$ -*	*$ 35,426*	*$ 35,958*	*$ 36,497*	*$ 37,045*	*$ 37,600*	*$ 38,164*	*$ 38,737*	*$ 39,318*	*$ 39,908*	*$ 40,506*	*$ 41,114*	*$ 41,731*	*$ 42,357*
Local Only Costs	5%																
Local Tax Reimbursement				*$ -*	*$ -*												
Total Local Only Reimbursement Balance				*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Brownfield Revolving Fund																	
State Tax Capture	$ 52,193			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Capture	$ 166,955			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LBRF Capture	$ 219,148			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Brownfield Fund				*$ -*	*$ 2,250*	*$ 2,284*	*$ 2,318*	*$ 2,353*	*$ 2,388*	*$ 2,424*	*$ 2,460*	*$ 2,497*	*$ 2,535*	*$ 2,573*	*$ 2,611*	*$ 2,650*	*$ 2,690*
Total Annual Brownfield Capture Reimbursement				*$ -*	*$ 38,712*	*$ 39,293*	*$ 39,882*	*$ 40,480*	*$ 41,088*	*$ 41,704*	*$ 42,329*	*$ 42,964*	*$ 43,609*	*$ 44,263*	*$ 44,927*	*$ 45,601*	*$ 46,285*

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Ore Dock Brewing Beer Garden
City of Marquette Brownfield Redevelopment Authority

Estimated Taxable Valu	14	15	16	17	18	19	20	Local Eligible Activity Capture Ends 21	Local Eligible Activity Capture Ends 22	23	24	25	LBRF Capture Ends 26	27	28	29	30
	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
*	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916	$ 492,916
Annu										$ -	$ -			$ -	$ -	$ -	$ -
Cumulat	$ 1,820,329	$ 1,847,634	$ 1,875,348	$ 1,903,478	$ 1,932,030	$ 1,961,011	$ 1,990,426	$ 2,020,283	$ 2,050,587	$ 2,081,346	$ 2,112,566	$ 2,144,254	$ 2,176,418	$ 2,209,064	$ 2,242,200	$ 2,275,833	$ 2,309,971
	$ 1,403,080	$ 1,416,733	$ 1,430,590	$ 1,444,655	$ 1,458,931	$ 1,473,421	$ 1,488,129	$ 1,503,057	$ 1,518,209	$ 1,533,589	$ 1,549,199	$ 1,565,043	$ 1,581,125	$ 1,597,448	$ 1,614,016	$ 1,630,833	$ 1,647,901
Incremental Difference	$ 910,164	$ 923,817	$ 937,674	$ 951,739	$ 966,015	$ 980,505	$ 995,213	$ 1,010,141	$ 1,025,293	$ 1,040,673	$ 1,056,283	$ 1,072,127	$ 1,088,209	$ 1,104,532	$ 1,121,100	$ 1,137,917	$ 1,154,985
Total School Revenue																	
	$ 33,674	$ 34,002	$ 34,334	$ 34,672	$ 35,014	$ 35,362	$ 35,715	$ 36,073	$ 36,437	$ 36,806	$ 37,181	$ 37,561	$ 37,947	$ 38,339	$ 38,736	$ 39,140	$ 39,550
Total Local Revenue																	
	$ 40,090	$ 40,480	$ 40,876	$ 41,278	$ 41,685	$ 42,099	$ 42,520	$ 42,946	$ 43,379	$ 43,819	$ 44,265	$ 44,717	$ 45,177	$ 45,643	$ 46,117	$ 46,597	$ 47,085
Total Revenue																	
	$ 73,764	$ 74,481	$ 75,210	$ 75,949	$ 76,700	$ 77,462	$ 78,235	$ 79,020	$ 79,816	$ 80,625	$ 81,445	$ 82,278	$ 83,124	$ 83,982	$ 84,853	$ 85,737	$ 86,634
Plan Year	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Revenue Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
Total State Incremental Revenue	$ 21,844	$ 22,172	$ 22,504	$ 22,842	$ 23,184	$ 23,532	$ 23,885	$ 24,243	$ 24,607	$ 24,976	$ 25,351	$ 25,731	$ 26,117	$ -	$ -	$ -	$ -
State Brownfield Revolving Fund (50% of SET)	$ 2,730	$ 2,771	$ 2,813	$ 2,855	$ 2,898	$ 2,942	$ 2,986	$ 3,030	$ 3,076	$ 3,122	$ 3,169	$ 3,216	$ 3,265	$ -	$ -	$ -	$ -
State TIR Available for Reimbursement	**$ 19,113**	**$ 19,400**	**$ 19,691**	**$ 19,987**	**$ 20,286**	**$ 20,591**	**$ 20,899**	**$ 21,213**	**$ 21,531**	**$ 21,854**	**$ 22,182**	**$ 22,515**	**$ 22,852**	**$ -**	**$ -**	**$ -**	**$ -**
Total Local Incremental Revenue	$ 25,135	$ 25,512	$ 25,895	$ 26,283	$ 26,678	$ 27,078	$ 27,484	$ 27,896	$ 28,315	$ 28,739	$ 29,170	$ 29,608	$ 30,052	$ -	$ -	$ -	$ -
BRA Administrative Fee	$ 1,257	$ 1,276	$ 1,295	$ 1,314	$ 115	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local TIR Available for Reimbursement	**$ 23,878**	**$ 24,237**	**$ 24,600**	**$ 24,969**	**$ 26,563**	**$ 27,078**	**$ 27,484**	**$ 27,896**	**$ 28,315**	**$ 28,739**	**$ 29,170**	**$ 29,608**	**$ 30,052**	**$ -**	**$ -**	**$ -**	**$ -**
Total State & Local TIR Available for Reimbursement	**$ 42,992**	**$ 43,637**	**$ 44,291**	**$ 44,956**	**$ 46,849**	**$ 47,668**	**$ 48,383**	**$ 49,109**	**$ 49,846**	**$ 50,593**	**$ 51,352**	**$ 52,123**	**$ 52,904**	**$ -**	**$ -**	**$ -**	**$ -**
DEVELOPER	68%	68%	68%	68%	68%	68%	68%	66%	0%	0%	0%	0%	0%	0%	0%		
Developer Reimbursement	$ 29,285	$ 29,724	$ 30,170	$ 30,623	$ 31,912	$ 32,470	$ 32,958	$ 32,289	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Developer Reimbursement Balance	***$ 220,147***	***$ 190,423***	***$ 160,253***	***$ 129,630***	***$ 97,718***	***$ 65,247***	***$ 32,290***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***
CITY	32%	32%	32%	32%	32%	32%	32%	31%	0%	0%	0%	0%	0%	0%	0%	0%	0%
City Reimbursement	$ 13,707	$ 13,912	$ 14,121	$ 14,333	$ 14,937	$ 15,198	$ 15,426	$ 15,113	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Reimbursement Balance	***$ 103,040***	***$ 89,128***	***$ 75,007***	***$ 60,674***	***$ 45,737***	***$ 30,539***	***$ 15,113***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***
MSF Non-Environmental Costs	*$ 37,448*	*$ 38,010*	*$ 38,580*	*$ 39,159*	*$ 40,808*	*$ 41,522*	*$ 42,145*	*$ 24,423*	*$ 16,868*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement	$ 16,649	$ 16,899	$ 17,152	$ 17,409	$ 17,671	$ 17,936	$ 18,205	$ 18,478	$ 16,868	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ 20,799	$ 21,111	$ 21,428	$ 21,750	$ 23,138	$ 23,586	$ 23,940	$ 5,945	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total MSF Reimbursement Balance	*$ 281,515*	*$ 243,505*	*$ 204,924*	*$ 165,765*	*$ 124,957*	*$ 83,435*	*$ 41,291*	*$ 16,868*	*$ (1)*	*$ (1)*	*$ (1)*	*$ (1)*	*$ (1)*	*$ (1)*	*$ (1)*	*$ (1)*	*$ (1)*
State MSF Balance to Be Reimbursed	*$ 140,617*	*$ 123,718*	*$ 106,566*	*$ 89,157*	*$ 71,486*	*$ 53,551*	*$ 35,346*	*$ 16,868*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*
Local MSF Balance to Be Reimbursed	*$ 140,898*	*$ 119,786*	*$ 98,358*	*$ 76,609*	*$ 53,471*	*$ 29,885*	*$ 5,945*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*
EGLE Environmental Costs	*$ 5,544*	*$ 5,627*	*$ 5,711*	*$ 5,797*	*$ 6,041*	*$ 6,146*	*$ 6,239*	*$ 3,615*	*$ 2,497*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement	$ 2,465	$ 2,502	$ 2,539	$ 2,577	$ 2,616	$ 2,655	$ 2,695	$ 2,735	$ 2,497	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	$ 3,079	$ 3,125	$ 3,172	$ 3,220	$ 3,425	$ 3,491	$ 3,544	$ 880		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total MDEQ Reimbursement Balance	*$ 41,673*	*$ 36,046*	*$ 30,335*	*$ 24,538*	*$ 18,497*	*$ 12,351*	*$ 6,112*	*$ 2,497*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*
State MDEQ Balance to Be Reimbursed	*$ 20,816*	*$ 18,314*	*$ 15,775*	*$ 13,198*	*$ 10,582*	*$ 7,927*	*$ 5,232*	*$ 2,497*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*
Local MDEQ Balance to Be Reimbursed	*$ 20,857*	*$ 17,732*	*$ 14,560*	*$ 11,340*	*$ 7,915*	*$ 4,424*	*$ 880*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*
Total Annual Eligible Activity Reimbursement	*$ 42,992*	*$ 43,637*	*$ 44,291*	*$ 44,956*	*$ 46,849*	*$ 47,668*	*$ 48,383*	*$ 28,038*	*$ 19,366*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Only Costs																	
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
Total Local Only Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Brownfield Revolving Fund																	
State Tax Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 2,165*	*$ 21,854*	*$ 22,182*	*$ 5,992*		*$ -*	*$ -*	*$ -*	*$ -*
Local Tax Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 21,071*	*$ 28,315*	*$ 28,739*	*$ 29,170*	*$ 29,608*	*$ 30,052*	*$ -*	*$ -*	*$ -*	*$ -*
Total LBRF Capture	*$ -*	*$ -*		*$ -*	*$ -*	*$ -*	*$ -*	*$ 21,071*	*$ 30,480*	*$ 50,593*	*$ 51,352*	*$ 35,600*	*$ 30,052*	*$ -*	*$ -*	*$ -*	*$ -*
State Brownfield Fund	*$ 2,730*	*$ 2,771*	*$ 2,813*	*$ 2,855*	*$ 2,898*	*$ 2,942*	*$ 2,986*	*$ 3,030*	*$ 3,076*	*$ 3,122*	*$ 3,169*	*$ 3,216*	*$ 3,265*	*$ -*	*$ -*	*$ -*	*$ -*
Total Annual Brownfield Capture Reimbursement	*$ 46,979*	*$ 47,684*	*$ 48,399*	*$ 49,125*	*$ 49,862*	*$ 50,610*	*$ 51,369*	*$ 52,140*	*$ 52,921*	*$ 53,715*	*$ 54,521*	*$ 38,816*	*$ 33,317*	*$ -*	*$ -*	*$ -*	*$ -*

TABLE 3 IMPACT ON TAXING JURISDICTIONS

BROWNFIELD PLAN - THIRTY YEAR DURATION

ORE DOCK BEER GARDEN

CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY

		Millages	Captured Millage	Percent Allocation	Total Capture $1,180,594	Total Revenues $1,103,880
City of Marquette*			15.2721	55.30%	$360,963	$318,647
Allocated		14.9225				
Senior		0.3496				
Marquette County*			7.6207	27.60%	$180,119	$159,003
County Allocated		5.2938				
Transit		0.6000				
Aging		0.4474				
MOE		0.5500				
Dispatch		0.4970				
Rescue		0.1525				
Veterans		0.0800				
Heritage Trail*		0.2000	0.2000	0.72%	$4,727	$4,173
Library*		1.3685	1.3685	4.96%	$32,345	$28,553
Library Debt **		***0.4565***				$12,852
Marquette Area Public Schools			0.9500	3.44%	$22,454	$37,974
MAPS Sinking Fund		0.9500				
School Debt*		***0.5000***				$14,077
ISD		2.2048	2.2048	7.98%	$52,111	$46,002
Local Taxes Total	53.50%	28.5726	27.6161	100.00%	$652,719	$603,129
State Taxes*	46.50%		24.0000		$456,969	$500,751
School Operating		18.0000				
State Educ Tax		3.0000				
State Brownfield Fund		3.0000			$70,906	
Total		52.5726	51.6161		$1,180,594	$1,103,880

* DDA and LDFA capture provide for Brownfield Reimbursement through Interlocal Agreements

** Debt Millage not captured as part of Brownfield Plan

RESOLUTION
Public Hearing Establishment – Brownfield Plan
Ore Dock Beer Garden
213 S. Front Street, 214 S. Front Street, Alleyway and 114 Spring Street

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on January 31, 2022 at 6:00 p.m., the following resolution was offered by

Commissioner _____ and supported by

Commissioner _____.

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

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

Whereas a Brownfield Plan has been proposed for the redevelopment of the blighted building at 214 S. Front Street and adjacent former City property at 213 S. Front Street, as well as expansion of the Ore Dock building footprint and brewing capacity and the opportunity for a non-motorized trail link for the Greenwood Walkway and Iron Ore Heritage Trail for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Ore Dock Beer Garden Brownfield Plan at a regular meeting on January 20, 2022 and found that the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of expanding downtown businesses, significantly increasing the value of downtown property, job creation, increased private investment and economic development, and public infrastructure improvements; and

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

Whereas the Marquette City Commission desires to establish a public hearing for the Ore Dock Beer Garden Brownfield Plan at their February 14, 2022 regular meeting;

Now, Therefore be it Resolved that the Marquette City Commission hereby establishes the public hearing for the Ore Dock Beer Garden Brownfield Plan at the February 14, 2022 regular meeting, 6:00 p.m. in the City Commission Chambers, 300 W. Baraga Avenue, Marquette, with notice of the public hearing and notice to taxing jurisdictions in accordance with Act 381; and

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

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

Yes:_____

No:_____

Resolution duly adopted

_____
Jennifer A. Smith, Mayor
City of Marquette

Certified to be a true copy, _____
Date

_____
Kyle Whitney, City Clerk

Agenda Date: 1/31/2022

New Business
Fire Truck Maintenance Agreement

BACKGROUND:

Recently, the Powell Township Fire Chief contacted the City with a request to consider a fire vehicle maintenance and repair service agreement between the City of Marquette and Powell Township. This agreement will allow City Motor Pool mechanics to service Township vehicles and invoice the Township for the work. The additional revenue generated will help offset department personnel costs. The proposed Agreement (attached) has been negotiated by City and Township staff and approved by the City Attorney.

This agreement was approved by the Township on January 18, 2022.

FISCAL EFFECT:

All revenue generated through this agreement will be placed into the Motor Vehicle Equipment Fund.

RECOMMENDATION:

Approve the agreement for Fire Truck Repair Services between the City and Powell Township, and authorize the City Manager to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Agreement for Fire Truck Repair Services

AGREEMENT FOR FIRE TRUCK REPAIR SERVICES

This Agreement is entered into between the City of Marquette, with offices located at 300 W. Baraga Avenue, Marquette, MI 49855 (hereinafter referred to as the "City"), and the Powell Township, with offices located at 101 Bensinger St, Big Bay, MI 49808 (hereinafter referred to as "the Township").

WHEREAS, the Township desires to engage the City to provide repair services for its fire trucks and related equipment by reason of the City's qualifications and experience in performing such services, and

WHEREAS, the City has offered to provide the required services on the terms to be agreed upon by the City and the Township prior to the performance of the services.

NOW, THEREFORE, it is agreed that:

1. The Township will provide the City with pertinent information regarding its requirements for the repair services.
2. The City will be responsible for employing or engaging all persons necessary to perform the repair services.
3. It is expressly agreed that in the performance of the services required under this Agreement, the City will at all times be considered an independent contractor, under control of the Township as to the result of the work but not the means by which the result is accomplished. Nothing in this Agreement shall be construed to make the City an agent or employee of the Township while providing services under this Agreement.
4. Payment will be made by the Township for services rendered and upon submission of a payment request upon completion and the Township approval of the work performed.

5. Either party shall have the right to terminate this Agreement for any reason upon ten (10) days written notice to the other party.

6. All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To City: Marquette City Manager
300 W. Baraga Avenue
Marquette, MI 49855

To Township: Powell Township ~~Clerk~~ Supervisor
101 Bensinger Street
Big Bay, MI 49808

7. This Agreement represents the entire agreement between the City and the Township and supersedes all prior negotiations, representations, and agreements, either written or oral.

8. This Agreement may be amended only by written instrument signed by both the City and the Township.

Dated: _____

By: Karen M. Kovacs
Marquette City Manager

Dated: 1-18-2022

By: Darlene Yurmes
Supervisor
Powell Township