City of Marquette, MI

Meeting Agenda
City Commission

Monday, September 11, 2023
6:00 PM
Commission Chambers

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)

Brianna Hobbins, Marquette Public Art Commission, for an unexpired term ending 2-26-25
Gerald Kujawa, Traffic/Parking Advisory Board, for an unexpired term ending 5-30-25
Colleen Roberts, Traffic/Parking Advisory Board, for an unexpired term ending 5-30-25
Douglas Davis, Marquette Brownfield Redevelopment Authority, for an unexpired term ending 2-1-25
James Rankin, Marquette Brownfield Redevelopment Authority, for an unexpired term ending 2-1-24
Caden Reed, Marquette Arts and Culture Advisory Committee, for an unexpired term ending 6-1-26
Demetrios Kaltsas, Board of Zoning Appeals, for an unexpired term ending 2-15-25

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

Presentation(s)

2. Charter Study Group, by City Clerk Kyle Whitney

3. Downtown Development Authority Third Street TIF Update, by Executive Director Tara Laase-McKinney

4. Consent Agenda - Roll Call Vote

4.a. Approve the minutes of the August 28, 2023 regular Commission meeting

4.b. Approve the total bills payable in the amount of $2,549,563.04

4.c. Contract for Transcription Services

4.d. Lease for Temporary Public Art Sound Light Installation

4.e. Schedule Public Hearing - Cliffs Dow Brownfield Plan Amendment - Roll Call Vote

4.f. Schedule Public Hearing - Founders Landing Brownfield Plan Amendment - Roll Call Vote

4.g. Schedule Public Hearing - FY 2024 Budget

4.h. Schedule Public Hearing - Possible City Charter Amendments

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

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2023

Consent Agenda - Roll Call Vote

Approve the minutes of the August 28, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Aug. 28 Minutes

City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes
City Commission

Monday, August 28, 2023
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Approval of the Agenda

Mayor Pro Tem Sally Davis moved to Approve the agenda, with the addition of a new business item to consider a resolution establishing a polling location for early voting, seconded by Commissioner Jennifer Smith and Carried Unanimously.

Announcements

Mayor Mayer 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 said she has invited the students from the NMU course she is teaching, an introduction to business law class. She said her goal is for them to gain a better understanding of the structure of local government.
Nine students from Ms. Brumm's class then spoke to the Commission. Some asked questions about the Commissioners and about City services and decisions.

Presentation(s)

1. Board of Zoning Appeals, by Chair Heather Dombrowski

Heather Dombrowski presented the annual update on behalf of the City's Board of Zoning Appeals. She pointed out the fact that the three vacant seats cause an issue, as they make it more likely that the board is unable to make a quorum for a meeting, which can be very inconveniencing to residents with issues pending before the board.
Ms. Dombrowski talked about the BZA's roles and responsibilities and reviewed a summary of the board's 2022 activity, as well as goals for the coming year. She talked about how to possibly incentivize people to join the board, mentioning the possibility of a stipend, and of reaching out to the public through service organizations and the university.
Commissioners thanked Ms. Dombrowski for the presentation, and talked a bit about how to best inform the public about the openings on the BZA.

2. Consent Agenda

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

2.a. Approve the minutes of the August 22, 2023 special Commission meeting

2.b. Approve the total bills payable in the amount of $1,199,460.38

2.c. Grant of License for American Legion Parking

2.d. KBIC Funding for the YMCA

2.e. Sault Ste. Marie Tribe of Chippewa Indians Funding for the YMCA

New Business

3. Purchase of Used Fire Truck

Commissioner Jessica Hanley moved to Approve the emergency purchase of a 2001 Pierce Enforcer pumper truck from the Mukwonago Fire Department through the Wisconsin Surplus Online Auction in the amount not to exceed $38,695.00, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

4. Resolution to Establish a Polling Location for Early Voting - Roll Call Vote

Commissioner Jennifer Smith moved to Approve the resolution establishing the Peter White Public Library as a City of Marquette polling location, and an Early Voting Precinct for all registered voters of the City of Marquette, seconded by Commissioner Jermey Ottaway and Carried Unanimously by Roll Call Vote.

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

Margaret Brumm spoke about the possible presence of off-leash animals at the City's south beach, and about her perceived need for a speed limit on trails.
Angela Rayhorn spoke about a recent article she read about the rise of pedestrians deaths in the country. She talked about the importance of making Marquette as safe as possible for pedestrians.

Comments from the Commission

Mayor Pro Tem Davis welcomed the NMU students that attended tonight. She spoke about her relationship with the university, as both a student and employee. She urged the students to stay involved and to make sure they are registered to vote. She also highlighted the role of a City Commissioner and said that some of the student questions would be better directed to staff.
Commissioner Smith talked about the importance of NMU to the community. She shared information about how the Commission agenda is set each week.
Commissioner Stonehouse said this was a very short and quick agenda. He said the

U.P. Fall Beer Festival is coming up, and he talked about the impact of that event. He asked Police Chief Ryan Grim if he could explain the law related to crosswalks.

Chief Grim said the traffic regulations require that a vehicle must yield to a pedestrian in the crosswalk.

Commissioner Hanley thanked the students for coming and spoke about her history with the university. She said the City has several committees across various subjects and she suggested the NMU students consider getting involved. She said that local schools are all back in session beginning next week and she urged people to respect school buses.

Commissioner Larson talked about his history with both the university and the City, and he said it is very important for students to get involved. He also said that he would like the City Commission to consider a stipend for the BZA in future years.

Commissioner Ottaway spoke about his history with the university. He also recommended that the students consider getting more involved in the workings of City government. He talked about the success of Harbor Fest.

Mayor Mayer talked about his history with NMU.

Comments from the City Manager

City Manager Karen Kovacs said that her next Community Office hours session is scheduled for September 13, and she said the format provides an inviting and relaxed setting for people to come and ask questions or share concerns. She then responded to student questions about water quality and trash collection. She said the university is an incredible asset to the community.

Adjournment

Mayor Mayer adjourned the meeting at 6:49 p.m.

Cody O. Mayer, Mayor	**Kyle Whitney, City Clerk**

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

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2023

Consent Agenda - Roll Call Vote
Contract for Transcription Services

BACKGROUND:

This is an annual renewal of the contract with iMedat, LLC to provide transcription services for City Planning Commission meetings.

Staff has researched and tried some of the newer AI technologies, however, they are not yet accurate enough to meet the attention to detail required for Planning Commission minutes.

FISCAL EFFECT:

Funding is available in the FY 2023-24 Budget upon its adoption.

RECOMMENDATION:

Approve the contract, and authorize the Mayor and City Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

	Description
🗋	2023-24 iMedat Contract

CONTRACT FOR TRANSCRIPTION SERVICES

This agreement is made on ______________________, 2023, by and between iMedat, LLC (hereinafter referred to as "transcriptionist") whose principal place of business is located at 1407 Bentley Dr., Warrington, PA, 18976 and the City of Marquette (hereinafter referred to as "client") whose principal place of business is located at 300 West Baraga Avenue, Marquette, MI, 49855.

WHEREAS, client desires to retain the services of transcriptionist for the transcription of dictation generated by client;

WHEREAS, transcriptionist wishes to transcribe dictation generated by client;

Now, therefore, transcriptionist and client agree as follows:

1. **Independent Contractor.** In performing services required by this agreement, transcriptionist shall be acting as an independent contractor and neither it nor its contractors shall be considered employees of client.

2. **Compensation.** Both the transcriptionist and the client agree to the following:

A. Payment for services rendered shall be based on $45.00 per hour for transcription services. Accounts not paid within thirty days from the invoice date will be subject to a late charge of 1.5% per month, APR 18%. Payment shall be made by check delivered to transcriptionist's principal place of business located at 1407 Bentley Drive, Warrington, PA 18976.

B. Payment for services are not to exceed $5,000 per year for the duration of the agreement.

3. **Duration of Agreement.** This agreement shall be in force and effect for a period beginning upon the expiration of the current Contract for Transcription Services – which expires on September 30th, 2023 - until September 30, 2024, but may be terminated by thirty (30) days advance written notice by either party to this agreement.

4. **Duties and Responsibilities.** Both the transcriptionist and the client agree to the following:

A. Designate a person within their respective organizations who shall have the responsibility for coordination of assignments.

B. Consult and cooperate with each other in establishing mutually acceptable standards regarding the transcription of dictation, handling the requests for dictation, and billing procedures and any other matters incidental to carrying out the provisions and purposes of this agreement.

C. Services requested by client will consist of three (3) regularly scheduled meetings per month and possible scheduled "special meetings." Client may decline to use these services prior to any given meeting, and client will provide notice to decline transcription services for a meeting at the earliest opportunity but not less than two (2) hours prior to scheduled meeting time.

Transcriptionist further agrees as follows:

A. To provide delivery of transcription within five (5) business days following a meeting at which services were provided.

B. To review transcription prior to delivery to client to ensure that the quality of the service rendered meets the highest standards established by transcriptionist.

5. Non-exclusivity. It is understood by and between the parties that no agency is created by virtue of this agreement or otherwise between the parties, and that transcriptionist shall not in any respect act as an agent for client, but shall at all times act as an independent contractor.

It is further understood and agreed between the parties that transcriptionist may contract with other entities for its services, it being understood and agreed between the parties that this agreement shall not be exclusive to these parties.

6. Confidentiality. Transcriptionist agrees that it will not, during the term of this agreement or at any other time, furnish to any individual, firm, or corporation other than client any information as contained within the transcription, or any information of any kind or nature pertaining to the nature of services governed by the terms of this agreement.

Transcriptionist further agrees that it will not divulge any confidential information contained within the parameters of the dictation. And, will strive, at all times, to ensure confidentiality and will not disclose any of the information contained within the transcribed material to any third party to this agreement.

7. Data storage. After submittal of transcribed meeting minutes to client, transcriptionist will delete digital voice recording of said meeting at such time as specified by client or after 30 days, whichever comes first. Transcriptionist will retain no copy of voice recording more than 30 days unless specifically requested to do so.

All electronically stored text will be retained by transcriptionist for thirty (30) days after termination of this agreement and then will be permanently deleted. If the client requests copies of the text, it will be responsible for all reasonable reproduction costs.

8. **Construction.** This agreement shall be construed under the laws of the State of Michigan.

9. **Integration.** These terms and provisions constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter of this agreement.

10. **Amendment.** This agreement may be amended at any time by mutual agreement of the parties hereto; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

iMedat, LLC.

Date: 8/31/2023 Donna Littrell

BY: Donna Littrell, Partner

City of Marquette, Michigan

Date: ____________________ ____________________

Cody O. Mayer, Mayor

Date: ____________________ ____________________

Kyle Whitney, Clerk

APPROVED AS TO CONTENT

Date: ____________________ ____________________

Karen M. Kovacs, City Manager

APPROVED AS TO FORM

Date: ____________________ ____________________

Suzanne Larsen, City Attorney

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2023

Consent Agenda - Roll Call Vote
Lease for Temporary Public Art Sound Light Installation

BACKGROUND:

The Marquette Public Art Commission has been seeking temporary interactive public art installations to be displayed during the winter months, and is recommending *Oscillation*, from CREOS, a Canadian-based company.

Oscillation is an all-inclusive, interactive installation that uses sight, sound, and movement to spark community activity and social interaction through play. The installation acts somewhat like a theremin, an unusual musical instrument that you can play without touching it. As you walk toward the piece, it plays different sounds and pitches depending on your distance from it. And as you move and dance around it, colors reflect and refract light in different ways based on your angle and position. *Oscillation* is made up of five parts that are deconstructed from a solid cube using a Voronoi algorithm. The crystal-like forms can be moved around and placed in a variety of formations. The result is a totally immersive experience that breaks down social barriers and fuels joyful conversations between strangers.

MPAC/City Arts and Culture, Marquette DDA and Travel Marquette have discussed a partnership and identified matching funds, agreeing that a four-week installation of *Oscillation* in downtown Marquette from December 10, 2024, until January 5, 2025 would have the biggest impact. The installation would be a part of a “Marquette Light Festival” that will be promoted by the three partners.

The cost for a rental is $46,463.62, with $23,231.81 due upon execution of this agreement. Two payments of $11,615.90 each are due on December 10, 2024 and January 5, 2025.

The FY 2023 public art budget includes $10,000 for this installation. Because these payments span multiple fiscal years, the FY 23 budget will need to be amended to reflect the full expenditures of $46,463.62. After the fifty percent payment in FY 23 is made, the remainder will be encumbered in FY 25. The City’s Public Art Fund has sufficient balance to cover this expense. Additionally, the proposed FY 24 budget will be amended to reflect $36,463.62 in revenue.

The DDA will be contributing $5,000, and staff will be submitting a Michigan Council of Arts and Culture grant application for $20,000 for the installation. Staff will also solicit sponsorships toward the installation. The Friends of Marquette Public Art has agreed to fundraise the difference between $15,000 committed from the City and DDA after all grant awards and sponsorships have been realized.

As this is a lease, it cannot be approved during the same meeting at which it is introduced, and will be recommended for approval at the September 25 City Commission meeting.

FISCAL EFFECT:
The public art fund has sufficient balance to fund this expenditure.

RECOMMENDATION:
Move the lease with CREOS Experts-Conseils INC, a Canadian-Based Company, to the September 25 meeting for consideration.

ALTERNATIVES:
As determined by the Commission.

ATTACHMENTS:

	Description
🗋	CREOS Contract

INSTALLATION RENTAL AGREEMENT

BETWEEN:

CREOS EXPERTS-CONSEILS INC, a corporation duly incorporated under the laws of the Province of Quebec, Canada, having its principal place of business at 1-1375, Marie-Victorin street, Saint-Bruno-de-Montarville, Quebec, J3V 6B7, Canada, hereinafter represented by **Benoît Lemieux**, a duly authorised representative as he so declares;

(Hereinafter called “Creos”)

AND:

City of Marquette, having its principal place of business at City Hall, 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter represented by **Jonathan Stuart-Swenson**, a duly authorised representative as he so declares;

(Hereinafter called “Client”)

(Creos and Client hereinafter called the “Parties” and each, individually, a “Party”)

WHEREAS The Urban Conga owns the installation entitled **Oscillation** (the “Installation”) and that Creos is allowed to rent and produce said Installation to third parties;

WHEREAS City of Marquette has expressed to Creos its interest in renting and presenting the Installation in **Marquette** from **December 10, 2024** until **January 5, 2025**, and that Creos has accepted;

IN CONSIDERATION of the above recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. OBJECT AND DATE OF COMING INTO FORCE

1.1. The preamble and the appendices form an integral part of this agreement (the “Agreement”).

1.2. The Parties undertake to provide their respective services, expertise and products in order to produce in collaboration the Installation at **City of Marquette**, in order for it to be presented from **December 10, 2024** until **January 5, 2025**, in accordance with the project description included in Appendix D to this Agreement and with the production schedule included in Appendix B.

2. BUDGET AND FINANCIAL STRUCTURE

2.1. Unless indicated otherwise, all monetary sums are in US dollars.

2.2. All monetary sums are calculated based on the exchange rate 1USD= 1.2997CAD.

2.3. As compensation for the rental and the presentation of the Installation in **Marquette**, Client will pay to CREOS upon presentation of invoice, the sum of **forty-six thousand, four hundred and sixty-three dollars sixty-two cents** (**US$46,463.62)** in accordance with the following schedule:

2.3.1. **Twenty-three thousand, two hundred and thirty-one dollars eighty-one cents (US$23,231.81)**, representing **fifty percent** (**50%**) of the total compensation, on the date of signature of this Agreement;

2.3.2. **Eleven thousand, six hundred and fifteen dollars ninety cents** (**US$11,615.90**), representing **twenty-five percent** (**25%**) of the total compensation, on **December 10, 2024**;

2.3.3. **Eleven thousand, six hundred and fifteen dollars ninety-one cents** (**US$11,615.91**), representing **twenty-five percent** (**25%**) of the total compensation, on **January 5, 2025**;

Prices exclude any sales and/or use taxes that may apply, such taxes being the sole responsibility of the Client. For further clarification, CREOS shall be solely responsible for CREOS's own taxes, withholdings, and the like, whereby CREOS warrants, represents, and agrees to file all appropriate tax documents on its own behalf. CREOS shall provide a completed W-8BEN-E form, and other required forms, upon Client's request.

The invoices shall be payable by bank transfer in the bank account of Creos.

Transit number:	**13231**
Institution (Banque Nationale du Canada):	**006**
Account:	**0030468**
Swift Code:	**BNDCCAMMINT**

Client certifies that no sum will be withheld for any amount due as per this Agreement.

2.4. All transportation costs are final and based on a delivery from Monday to Friday between 8am and 5pm. If there are any additional fees due to external circumstances outside of Creos control and its transportation company, all fees will be charged to the Client.

2.5. In addition to the Budget, Client will also pay the costs of the elements described in Appendices C and D hereof.

2.6. The Parties agrees that any financial participation to the presentation of the Installation at **City of Marquette** by any individual, corporation, public or private organisation, is subject to the prior written approval of the Parties.

3. PRESENTATION OF THE INSTALLATION

3.1. Each Party will designate in writing a person responsible to take all decisions for said Party.

3.2. Client undertakes to answer and/or approve the different requests submitted by Creos, relating to the presentation of the Installation, within five (5) business days following submission by Creos in person or by e-mail.

4. CREOS OBLIGATIONS

Subject to Client abiding by its obligations as per this Agreement, Creos undertakes to:

4.1. Organise the preparation, transport, assembly and disassembly of the Installation on the site;

4.2. Provide necessary equipment and material, technical services, and human resources to produce the Installation as indicated in Appendices C and D;

4.3. Make the necessary adjustments to the Installation for its presentation at the Site, in consultation with Client;

4.4. Coordinate the production team, ensure the follow-up and respect of the Budget;

4.5. Respect the production schedule as described in Appendix B;

4.6. Determine, in consultation with Client, the credits to be attributed in relation with the Installation;

4.7. Ensure maintenance of the Installation during the event according to the schedule agreed by both Parties, or upon express request from the Client.

5. CLIENT OBLIGATIONS

Client undertakes to:

5.1. Provide necessary equipment and material:

5.1.1. Electrical source as detailed in Appendix D;
5.1.2. Manpower as detailed in Appendix C;
5.1.3. Public and equipment security items as stated in Appendix C;
5.1.4. Necessary permits and authorisations;
5.1.5. Handling equipment as described in Appendix D;
5.1.6. Operate and store the Installation as indicated in Appendix D hereof;

5.2. Collaborate with Creos in the production of the Installation;

5.3. Ensure to Creos access to **City of Marquette** for the production of the Installation, and ensure the secure guard and control of the Installation during production, installation, presentation and storage phases;

5.4. Client shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, Creos shall not be deemed or construed to have assessed the risk that may be applicable to Client under this Agreement. Client shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Client is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

5.4.1. Coverages
(a) Commercial General Liability – Coverage to include:
- Premises and Operations
- Personal Injury/Advertising Injury
- Products/Completed Operations

(b) Property Insurance – Including:
- Property of Others or Rented Property

5.4.2. Limits Required
Client shall carry the following limits of liability:
(a) Commercial General Liability
- Products/Completed Operations Aggregate $2,000,000
- Each Occurrence Limit $2,000,000
- Personal/Advertising Injury $2,000,000

(b) Property Insurance
- All Risks at replacement cost Full replacement cost value of the "Installation": **70 000 $**

5.4.3. Additional requirements
Client shall name Creos, **The Urban Conga**, and their respective officers, employees, agents, and volunteers as Additional Insureds. Such insurance may

not be cancelled during the term of this Agreement unless thirty (30) days advance written notice via certified mail is provided to Creos.

6. INTELLECTUAL PROPERTY

6.1. Subject to Client abiding by all its obligations as per this Agreement, Client is only permitted to physically exhibit the Installation at **City of Marquette** from **December 10, 2024** until **January 5, 2025**. Client shall not assign, convey, sublicense, or transfer this right to exhibit the Installation. Except as expressly permitted by this Agreement, Client shall have no right to alter, modify, or create derivative works of the Installation.

6.2. Subject to Client abiding by all its obligations as per this Agreement, including the requirements to identify **The Urban Conga** as the creator, Client shall have for an unlimited period of time starting on **December 10, 2024** a limited, non-exclusive right, with no right to sublicense, to make copy, license and distribute images and recordings of the Installation as displayed at **City of Marquette** from **December 10, 2024** until **January 5, 2025** throughout all media analog, digital, and through any technology now known or hereafter devised, for promotional purposes (and not for any commercial purpose) only in connection with the presentation of the Installation at **City of Marquette** from **December 10, 2024** until **January 5, 2025**. For clarity, any sale or exchange of such images, video, or recordings in exchange for compensation, monetary or otherwise, shall be deemed a commercial purpose.

7. CREDITS

7.1. The following long credits must appear on the website/landing page and in all media relations documents (press releases, conferences, radio interviews, etc.):

Name of Installation: Oscillation
Creator: The Urban Conga
Owner: The Urban Conga
Tour Producer: Creos

If available, the logos of the creator/s and owner/s may also be provided upon request.

All such uses must be subject to the prior written consent of Creos' communications team at communications@creos.io.

7.2. The following short credits must appear on all public mentions of the Installation (posters, programs, social networks, etc.):

Name of Installation: Oscillation
Creator: **The Urban Conga**
Owner: The Urban Conga

Dimensions and position of credits must be submitted to Creos' communications team for prior written consent, at communications@creos.io.

7.3. The Client shall place the signage provided by Creos near the Installation on site.

Should the Client prefer to produce their own signage for the Installation, they must include the following elements:

Name of Installation: Oscillation
Description of Installation (provided in the Presskit)
Creator: The Urban Conga
Owner: The Urban Conga
Tour Producer: Creos
Operating instructions and safety rules (if applicable)

If available, the logos of the creator/s and owner/s may also be provided upon request.

All signage is subject to the prior written agreement of Creos' communications team at communications@creos.io.

7.4. The Client undertakes to follow Creos' instructions pertaining to all Installation credits, including without limitation credit dimensions and position.

8. REPRESENTATIONS AND WARRANTIES

8.1. Each Party warrants that it has the necessary authority to sign the present Agreement.

8.2. Each Party warrants that it has the capacity to exercise the required rights to conclude and execute the present Agreement.

8.3. Each Party warrants that it is not the object of any claim, legal action, or other litigation in a court of justice or other organisation of competent jurisdiction in Canada or elsewhere in the world, that may negatively affect the production, presentation, and exploitation of the Installation.

8.4. Each Party warrants that it is not party to any agreement that may be in conflict with its obligations as per this Agreement.

8.5. All transactions contemplated in this Agreement must abide by federal and provincial laws and regulations, including without limitation applicable sales taxes.

8.6. The present Section 8 shall remain in force after the expiration or termination of this Agreement for any reason.

9. EXPIRATION AND TERMINATION OF THE AGREEMENT

9.1. A Party may terminate this Agreement effective upon written notice to the other Party if the other Party has breached any material obligation under this Agreement, or any of its representations or warranties under this Agreement are inaccurate in any material respect, and such breach or inaccuracy is not cured within thirty (30) days after written notice of such breach is provided by the non-breaching Party to the breaching Party. Upon any termination, all licenses granted hereunder shall terminate, and Creos shall take possession of the Installation.

9.2. In case of termination of this Agreement for any reason, Client will forthwith pay Creos all sums due as per this Agreement and reimburse all sums engaged by Creos. For clarity, sums that shall be paid to Creos represent the addition of the Artwork item as well as the Administration items that can be found in the Budget (see Appendix A), as well as all non-reimbursable expenses already engaged by Creos.

10. ASSIGNMENT TO A THIRD PARTY

10.1. No Party may assign this Agreement without the prior written approval of the other Party.

11. NOTICES

Every notice to be given as per this Agreement must be given in writing to the following addresses and shall be valid provided it is given by personal service, by email, by messenger with acknowledgment of receipt or by registered/certified mail. Any notice sent by email is deemed to have been received the day it is sent; any notice sent by email must be confirmed by sending the original notice by messenger or registered/certified mail with acknowledgement of receipt:

CLIENT:

City of Marquette
City Hall
300 W. Baraga Avenue
Marquette, MI 49855
c/o Jonathan Stuart Swenson
Director of Community Services

CREOS:

CREOS
1 - 1375 rue Marie-Victorin
Saint-Bruno-de-Montarville (Québec) J3V 6B7 | Canada
c/o Benoît Lemieux
CEO
Phone : +1-514-554-8095
benoit.lemieux@creos.io

12. GENERAL

12.1. If any portion of this Agreement is rendered invalid or otherwise unenforceable under applicable laws and regulations or by a governmental, legal or regulatory authority with jurisdiction over the Parties, then the remainder of this Agreement will continue in full force unless such continuance will deprive one of the Parties of a material benefit hereunder or frustrate the main purpose(s) of this Agreement. It is the intention of the Parties to this Agreement, and the Parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, the court shall supply as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

12.2. The negligence or delay by any party herein in the exercise of its right or recourse under the Agreement will not, in any way, be interpreted as a renunciation of that right or recourse.

12.3. This Agreement, its interpretation, application, validity and effects are subject to the laws in force in the State of Michigan. The Parties agree that any dispute related to this Agreement, its interpretation or its application, will be submitted to mediation. The Parties undertake to participate in good faith to at least one (1) mediation session by delegating one (1) person with decision authority; the mediator will be chosen by the Parties.

12.4. In case the Parties do not find an amicable settlement through said mediation, said dispute will be subject to the Courts of the jurisdiction of Marquette, Michigan.

12.5. This Agreement, including its appendices, constitutes the entire agreement between the Parties, and supersedes all prior proposals, agreements, and other communications, written or oral, relating to the subject matter hereof and thereof.

12.6. No supplement, modification or amendment of this Agreement shall be binding against a Party, unless executed in writing by a duly authorized representative of such Party.

12.7. The Parties undertake to execute all documents useful or necessary to the full execution of this Agreement.

12.8. When executed by all Parties, each copy of this Agreement is deemed to be an original, but all these copies shall constitute one and the same agreement. This Agreement may be executed and transmitted as a PDF file by e-mail with the same validity and same effect as if each copy had been executed and delivered by the Parties simultaneously in the presence of each other, and all executed copies delivered and received or printed from a PDF file shall be deemed to contain the original signatures.

12.9. Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employee/employer relationship. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

IN WITNESS WHEREOF, the Parties have signed this Agreement on ________________________.

City of Marquette

____

Karen Kovacs
City Manager

____

Cody Mayer
City Mayor

____

Kyle Whitney
City Clerk

CREOS

____

Benoît Lemieux
CEO

LIST OF APPENDICES

Appendix A
Budget

Appendix B
Production Schedule

Appendix C
Manpower and security requests

Appendix D
Specifications of the Installation and required equipment

Appendix E
Confirmation Letter for customs purposes
(Cross border movement of business persons)

Appendix F
Excise Tax Act

Appendix A

Budget

Oscillation
5 units
4 weeks

Artwork			$22,000.00
Production team fees			$8,757.00
Ancillary fees			$1,665.40
Logistic material rental	Provided by local producer		$0.00
Production material			$3,222.50
Transportation - Creos Technician and Artwork			$17,100.00
Lodging Creos Technician			$1,406.25
Per diem fees Creos Technician			$743.05
Security	Provided by local producer		$0.00
Local workforce	Provided by local producer		$0.00
Subtotal			**$54,894.20**
Administration		**10.0%**	**$5,489.42**
Total CAN			*$60,383.62*
Total USD			**$46,463.62**

Appendix B

Production Schedule

December 9, 2024	Arrival of the production crew on site Arrival of the equipment on site First day of assembly
December 10, 2024 – January 5, 2025	Event
January 6, 2025	Dismantling of the Installation Equipment leaves the site on pm

Appendix C

Manpower and security requests

<u>December 9, 2024</u>
Two (2) workers for unloading and assembly.
Days of 8 working hours.
One (1) security guard in between working periods. Evening and Night.

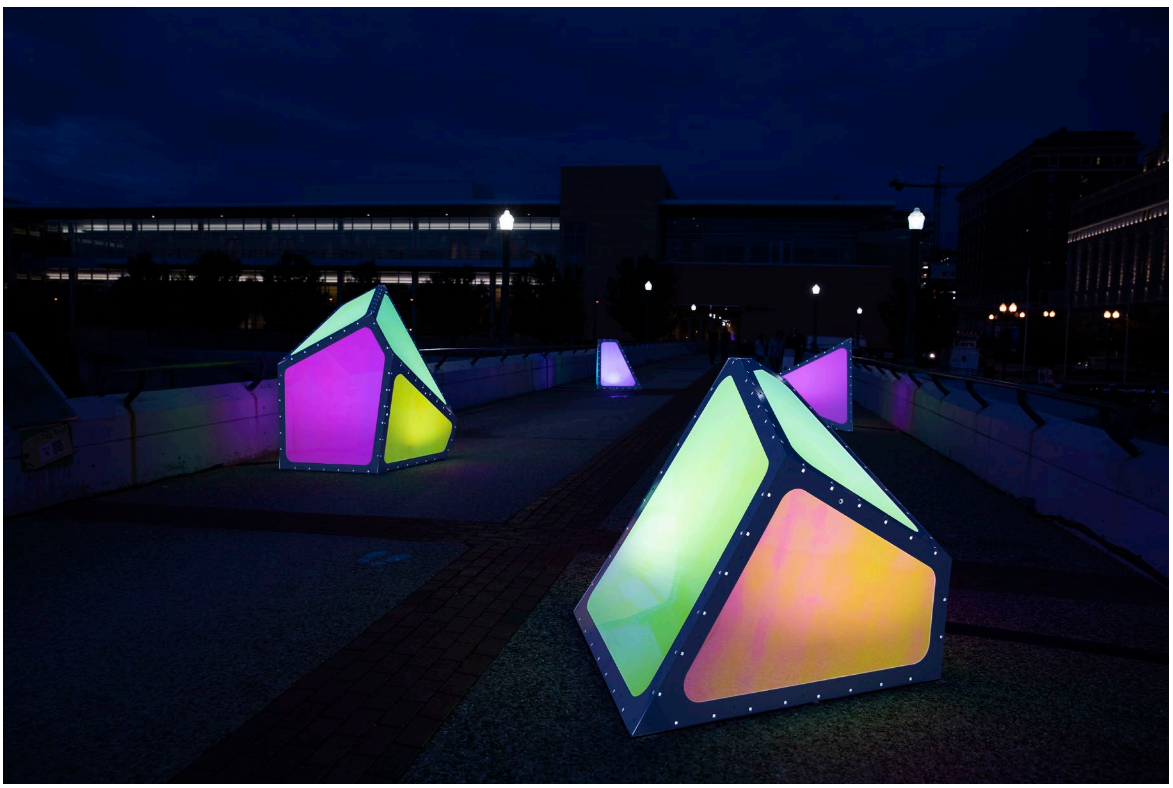
<u>December 10, 2024 to January 5, 2025</u>
Maintenance and operation of the Installation.
Security.

<u>January 6, 2025</u>
Two (2) workers for dismantling and loading.
Days of 8 working hours.

Appendix D

Specifications of the Installation and required equipment

OSCILLATION



Grand Rapids, USA
© Nicole Abbett

DESCRIPTION OF THE ARTWORK

Name: Oscillation

Type: Interactive light and music installation

Location: Outdoors / Indoors

Description:
Oscillation is an interactive installation that uses sight, sound and movement to spark community activity and social interaction through play.
The installation acts somewhat like a Theremin, an unusual musical instrument that you can play without touching it.
As you walk toward the piece, it plays different sounds and pitches depending on your distance from it. And as you move and dance around it, colors reflect and refract light in different ways based on your angle and position.
Oscillation is made up of five parts that are deconstructed from a solid cube using a Voronoi algorithm. The crystal-like forms can be moved around and places in a variety of formations.
The result is a totally immersive experience that breaks down social barriers and fuels joyful conversations between strangers.

Clearwater, USA
© Maria Flanagan

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TEAM

Concept, execution and production	The Urban Conga
Project manager	Cathy Belanger (cathy.belanger@creos.io)
Tour Producer	Creos

LOGISTICS AND OPERATION

1. MODULE DESCRIPTION

Each module has 3 sensors that will activate light and sound as people approach them and move around the modules.
Light is off during the day, but the diachronic film produces a mirror effect, and the modules light up at night.

Quantity: 5
Total weight / unit: approximately 200 pounds / 90 kilos

2. MODULE FOOTPRINT

Each module has a different shape and size.

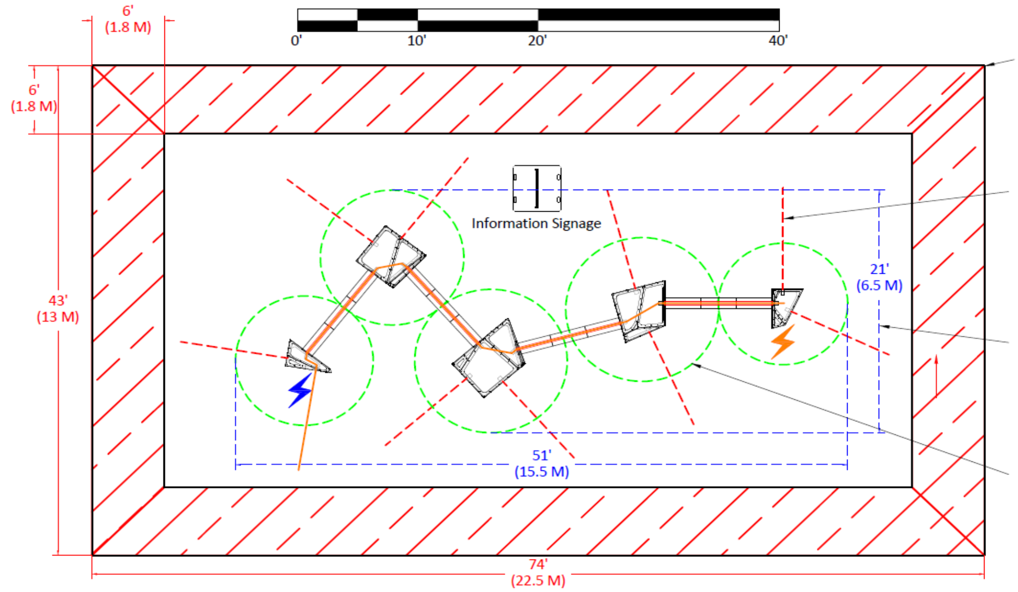
Modules height varies from 3 feet (0,9 meters) to 5 feet 10 inches (1,5 meters).
Modules width varies from 3 feet 6 inches (1 meter) to 6 feet 8 inches (2 meters).

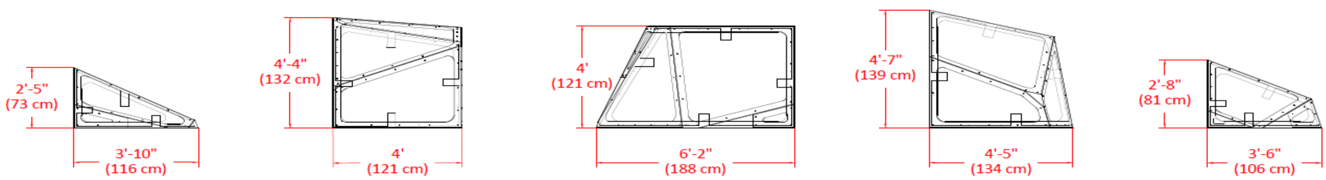
3. THE ARTWORK'S FOOTPRINT

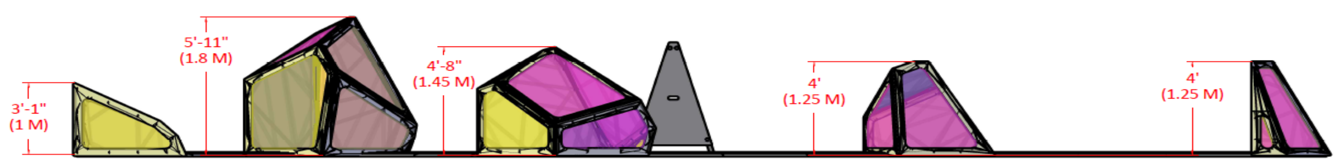
Using the maximum number of modules, being 5 modules: the footprint is about 504 square feet (47 square meters).

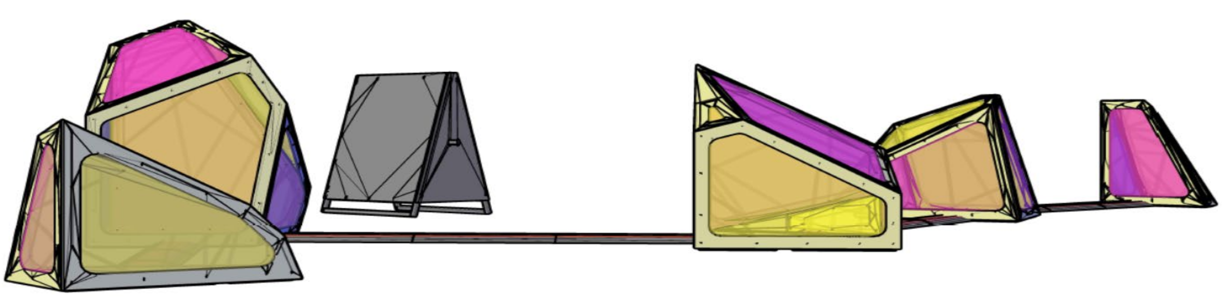
Configuration can easily be adapted according to the site chosen for the installation and the desired experience. A minimum space of 6 feet (0.75 meters) is required around each module to allow space for people to interact with the installation.

Modules can be connected to each other with cable ramps, and connected in series, starting from the electric source(s). *It is also recommended to have a free space around the installation to facilitate pedestrian traffic.*









Page 4 of 7

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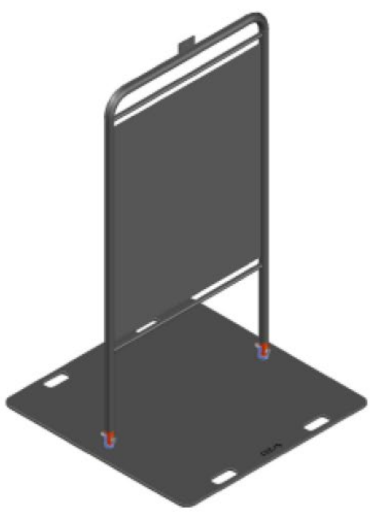
4. SIGNAGE

A bilingual (English - French) generic signboard is included with this installation. It is 4 feet (1,2m) wide by 6 feet – 10 inches (2m) high. A solar panel lamp is included.

The content of the signage cannot be changed. If the client wishes to produce his own signage, he must provide it and have the content validated by the Creos communication team.

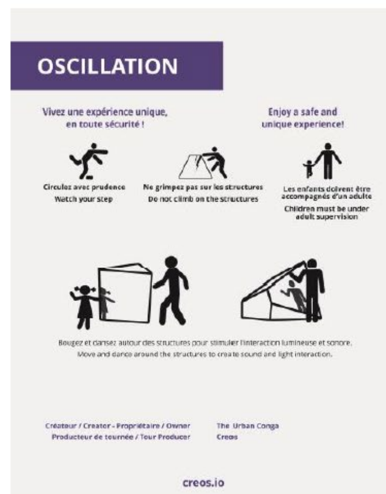
Model of the included signage:

Structure:



Content:

Front



Back

5. HANDLING

The Oscillation display requires a forklift 3,000 pounds (approx. 1360 kilos) for exterior loading and handling off-site.

The forklift will be used on the first day of assembly to unload the truck, and for handling equipment on site during the installation. It will also be used for the disassembly, for handling equipment on site and to load the truck.

The installation should not, under any circumstance, be moved without the approval of Creos' team

6. POWER SUPPLY

Connection type: North American standard plug. Creos will provide the adaptors if necessary.
Number of connections: 2-5 independent circuits

Even though the modules can function with only one 15A / 120V independent circuit, we prefer to split the electric connections lines and therefore increase the number of configuration options.

Day of connection: Day 1 of assembly
Day of disconnection: Day 1 of disassembly

7. TECHNICAL MANPOWER AND SITE SECURITY

Skills required:

- Ability to lift and carry heavy loads (50 – 100 pounds / 25 – 50 kilos)
- Ability to use basic tools (screwdriver, drill, hand tools)
- Ability to work as part of a team and to follow instructions
- Experience as general / manual worker

Assembly (1 day):	1 certified heavy equipment operator and 1 manpower
Disassembly (1 day):	1 certified heavy equipment operator and 1 manpower
Media opening:	In case of Media premiere, please inform us about date and time
During the event:	One person for display maintenance. The daily maintenance consists in inspecting the module(s) and recording any lighting, sound, interactivity or structural problem and inform Creos' team.

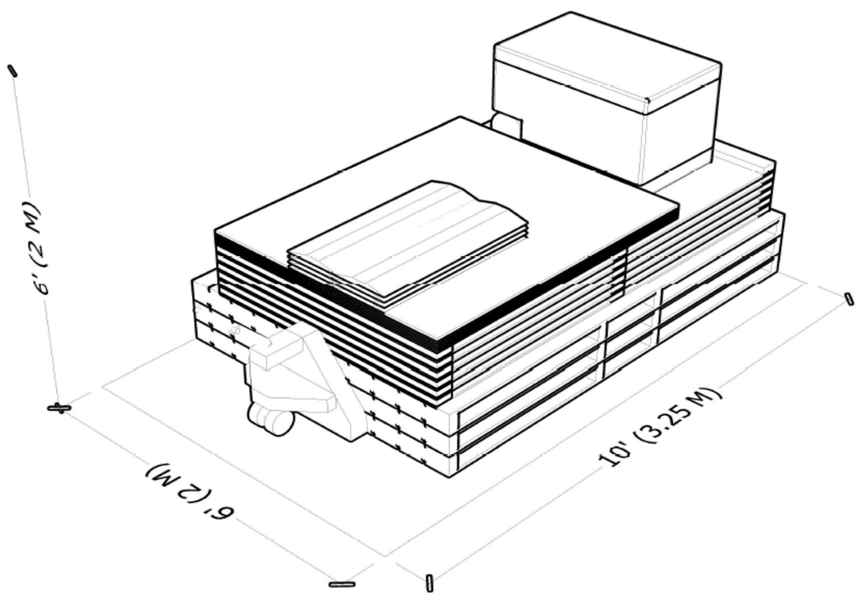
8. TRANSPORTATION

The equipment travels in one 40 feet (approx. 12 meters) container for oversea transportation or in a fifty-three (53) feet trailer (approx. 16 meters) for ground transportation.
We will need the following information for the coordination of the transport of the Work.

- Full name of the local producer
- Complete civic address of the place of delivery
- Contact person from local producer for coordination of the transport
- Site access restriction

9. STORAGE

A secured 6' x 10' space is required at the venue to store all extra equipment, transportation dollys, boxes and pallets.



Appendix E

Confirmation Letter for customs purposes

(Cross border movement of business persons)

Confirmation Letter

BETWEEN:

CREOS EXPERTS-CONSEILS INC, a corporation duly incorporated under the laws of the Province of Québec, Canada, having its principal place of business at 1-1375 Marie-Victorin street, Saint-Bruno-de-Montarville, Quebec, J3V 6B7, Canada, hereinafter represented by Benoît Lemieux, a duly authorised representative as he so declares; (hereinafter called "**Creos**")

AND :

City of Marquette, having its principal place of business at City Hall, 300 W. Baraga Avenue, Marquette, MI 49855, hereinafter represented by <<client_representative_name>>, a duly authorised representative as he so declares; (hereinafter called "**Client**")

The parties hereby confirm the following:

1. The Urban Conga owns the installation entitled Oscillation (hereinafter the "**Installation**") and has authorized Creos to rent and produce said Installation to third parties;

2. As of today, the Client and Creos have signed a rental agreement in which they undertake to provide their respective services, expertise and products in order to produce the Installation for its presentation at City of Marquette (hereinafter the "**Site**") from December 10, 2024 to January 5, 2025.

3. Creos representative will supervise the assembly and disassembly of the Installation in connection with its presentation on Site which will take place from December 10, 2024 to January 5, 2025

IN WITNESS WHEREOF, the parties have signed this Confirmation Letter on ________________________.

<u>City of Marquette</u>	**CREOS**
______________________________	____________________________
Karen Kovacs	Benoît Lemieux
City Manager	CEO

Appendix F

Excise Tax Act

Extract of the publication P-009 in terms of tps/tvh

I, Karen Kovacs, from **City of Marquette**, City Hall, 300 W. Baraga Avenue, Marquette, MI 49855certify that **City of Marquette** is not a resident of Canada for purposes of the Excise Tax Act, and that **City of Marquette** is not registered to GST under subdivision d of division V of Part IX of that Act.

I also undertake to inform immediately Benoit Lemieux, 1-1375 Marie-Victorin St., Saint-Bruno-de-Montarville, J3V 6B7, Quebec, Canada of any changes in **City of Marquette** residence status for purposes of that Act or the moment **City of Marquette** becomes registered for the purpose of that Act.

____
Date

____
Signature of Individual

City of Marquette, MI
300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2023

Consent Agenda - Roll Call Vote
Schedule Public Hearing - Cliffs Dow Brownfield Plan Amendment - Roll Call Vote

BACKGROUND:

A Brownfield Plan Amendment is being proposed to provide for continued Brownfield TIF capture for assessment and remediation activities at the Cliffs Dow property. A public hearing must be established and held by the City Commission for the approval of the Brownfield Plan Amendment.

A Brownfield Plan for the original Iron Bay Business Park (Community Bio Resource) was approved in 1999, an amended Brownfield Plan for the overall Cliffs Dow property was approved in 2010 to add Eligible Property and Eligible Activities, and this proposed Amended Brownfield Plan for Cliffs Dow will provide for additional Eligible Activities and continued tax capture.

The Brownfield Plan was presented to and approved by the Marquette Brownfield Redevelopment Authority at their August 17, 2023 meeting.

Attached is a resolution for consideration by the City Commission to set the public hearing for the City Commission for September 25, 2023 meeting. The Brownfield Plan Amendment will be presented for City Commission consideration at that meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a public hearing to consider the Cliffs Dow Brownfield Plan Amendment for the September 25, 2023 City Commission meeting and approve the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description
- Resolution
- Brownfield Plan Amendment

RESOLUTION
Public Hearing Establishment – Brownfield Plan Amendment
Cliffs Dow

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 11, 2023 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 City of Marquette Brownfield Redevelopment Authority (MBRA) under the procedures under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998 to facilitate the redevelopment of Brownfields within the City of Marquette; and,

Whereas a Brownfield Plan amendment has been proposed to provide for continued Brownfield TIF capture for assessment and remediation activities at the Cliffs Dow property; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Cliffs Dow Brownfield Plan Amendment at a regular meeting on August 17, 2023 and found that the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of protection human health and the environment, and increased private investment and economic development; 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 Cliffs Dow Brownfield Plan Amendment at their September 25, 2023 regular meeting;

Now, Therefore be it Resolved that the Marquette City Commission hereby establishes the public hearing for the Cliffs Dow Brownfield Plan Amendment at the September 25, 2023 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

____
Cody Mayer, Mayor
City of Marquette

Certified to be a true copy, ________________________
Date

____
Kyle Whitney, City Clerk

ACT 381 BROWNFIELD PLAN AMENDMENT

Cliffs-Dow
City of Marquette, Marquette County, Michigan

August 2023

Prepared by:

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

Approved by Marquette Brownfield Redevelopment Authority: ***August 17, 2023***

Public Hearing: ***September 25, 2023***

Approved by Marquette City Commission: ***September 25, 2023***

Brownfield Plan Amendment
Cliffs Dow
City of Marquette, Marquette County, Michigan

Table of Contents

FIGURES

TABLES

ATTACHMENTS

Project Summary

A third amendment to the Cliffs Dow (Iron Bay Business Park) is being proposed to continue to finance assessment and remediation of the former Cliffs-Dow property. Additional Eligible Activities are anticipated and the Brownfield Plan must be amended to include these future activities and continue use of City of Marquette Brownfield Redevelopment Authority (MBRA) Brownfield Tax Increment Financing (TIF) revenues and the Local Brownfield Revolving Fund (LBRF) to finance due care and additional response activities. Brownfield TIF and LBRF revenues may be used for Eligible Activities on Eligible Property, as defined by Act 381, PA 1996 as amended.

Due care and additional response activities are Eligible Activities under Act 381. In order for the Cliffs-Dow property to be Eligible Property, the property must be a Part 201 Facility, functionally obsolete, or blighted as defined in Act 381, and a Brownfield Plan must be approved by the MBRA and the Marquette City Commission. An environmental investigation conducted in Fall 2009 identified the presence of Volatile Organic Compounds (VOCs) in soils and VOCs and Polynuclear Aromatic compounds (PNAs) in groundwater in excess of Michigan Department of Natural Resources and the Environment (MDEQ) Generic Residential Cleanup Criteria (GRCC). As a result, the property is classified as a Part 201 Facility, under Act 451, PA 1994 as amended.

A Brownfield Plan for the original Iron Bay Business Park (Community Bio Resource) was approved in 1999, an amended Brownfield Plan for the overall Cliffs Dow property was approved in 2010 to add Eligible Property and Eligible Activities, and this proposed Amended Brownfield Plan for Cliffs Dow will provide for additional Eligible Activities and continued tax capture.

Project Name:	Cliffs-Dow
Project Location:	The Eligible Property is located in the northern portion of the Marquette, Michigan, along N. Lakeshore Drive, north of the NMU Superior Dome with parcels 0510990, 0510991, 0510993, 0510994 and 0510995
Type of Eligible Property:	Part 201 Facility
Eligible Activities:	Due Care Investigation, Plans, and Activities, Additional Response Activities
Eligible Activity Costs:	*Total of up to $2,405,540*

Years to Complete Eligible Activities Payback:	*30 years*	**Estimated Investment:**	$3,500,000
		Estimated Annual Tax Revenue in First Year After Brownfield Obligation:	$69,110

BROWNFIELD PLAN AMENDMENT

CLIFFS-DOW
CITY OF 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, historically designated or housing 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 the Environmental ("Department Specific") Eligible Activities, with the exception of Baseline Environmental Assessment activities and Due Care Investigation and Planning; the Michigan Strategic Fund (MSF) must approve Non-Environmental Eligible Activities, and the Michigan State Housing Development Authority (MSHDA) must approve Housing Development Eligible Activities if state taxes are to be captured. 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.

This Brownfield Plan Amendment is for Cliffs-Dow in Marquette, Marquette County, Michigan, consistent with Act 381. The original Brownfield Plan entitled "Iron Bay Business Park" was approved by Marquette Brownfield Redevelopment Authority and the Marquette City Commission in 1999. The original Brownfield Plan, The intent of the original Brownfield Plan appeared to include the full Cliffs-Dow property (minus the NMU property); however, the legal description in the Appendix only described the 2.13 acres that was the Community Bio-Resources parcel. The original Brownfield Plan was approved by Marquette Brownfield Redevelopment Authority and the Marquette City Commission in June 2000. An amendment to the original Brownfield Plan to add the balance of the Cliffs-Dow property as Eligible Property, add Eligible Activities and provide for the use of Brownfield Tax Increment Financing (TIF) revenues and Local Brownfield Revolving Fund (LBRF) revenues to be allocated to the property was approved by the MBRA and Marquette City Commission in May 2010. This Brownfield Plan Amendment provides for additional Environmental Eligible Activities to be financed by Brownfield TIF revenues and the MBRA LBRF.

As part of the original acquisition, the City accepted responsibility for compliance with all environmental and all other requirements of federal, state, and local laws and regulations pertaining to the property. Over the last 20+ years, the City has been working with State regulatory agencies to address the environmental conditions of the site. Up to this point, all Brownfield TIF revenues have been local taxes only due to a perceived limitation of State tax capture to benefit liable parties. However, after additional review, there appears to be an opportunity for State tax capture, based on the literal interpretation of Section 13b(10) that states *"An Authority shall not use taxes levied for school operating purposes captured from eligible property for response activities that benefit* ***a party responsible for an activity causing a release*** *under Section 20126 or 21323a of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20126 and 324.21323a…* (***emphasis added***). While the City did accept responsibility for the environmental condition of the Eligible Property, clearly the City was not the party responsible for an activity causing a release. As such, the MBRA will pursue State tax capture through the approval of an Act 381 Work Plan for Environmental Eligible Activities from the Michigan Department of Environment, Great Lakes and Energy (EGLE).

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

A portion for the Cliffs Dow property was acquired for the development of Bio-Life Plasma Services in June 1998 that was the subject of the original Brownfield Plan. Bio-Life Plasma Services is an industry leader in the collection of high-quality plasma that is processed into life-saving plasma-based therapies. The estimated private investment was $3.5 million and provides 10 FTE jobs. A second parcel directly south as recently been sold is being developed for residential housing. The balance of the Cliffs Dow property is proposed for future redevelopment. The Cliffs Dow property is located in the City of Marquette, a Qualified Local Governmental Unit (QLGU).

1.2 Eligible Property Information

The Eligible Property includes five original parcels, as described below:

Property Name	Parcel	Description	Acreage	Qualifying Status
City Property	**510990**	SEC 11 T48N R25W (32.5 A M/L) PRT OF GL6 & GL7 COM AT 1/4 COR COM TO SEC 14 & 11; TH S89DEG22'21"E ALG S LN OF SD SEC 11 485.56'; TH N00DEG37'39"E 60' TO PT ON N R/W OF WRIGHT ST AND POB; TH N17DEG53'40"W 570'; TH S41DEG48'33"W 330' TO PT ON E'LY R/W OF FORMER RR R/W; TH ALG SD FORMER R/W N04DEG42'38"W 475.03'; TH N00DEG05'31"E ALG SD FORMER R/W 1091.10'; TH S89DEG54'29"E 315.69'; TH N07DEG24'42"W 303.35'; TH N04DEG10'15"W 112.05'; TH N01DEG48'09"W 238.35'; TH N89DEG56'06"E 149.63' TO W'LY R/W OF LAKESHORE BLVD; TH S10DEG07'03"E ALG SD R/W 630.86'; TH S21DEG16'55"E ALG SD R/W 1123.40'; TH S24DEG10'47"E ALG SD R/W 1095.47'; TH S13DEG05'47"E ALG SD R/W 94.76'; TH S07DEG16'40"E ALG SD R/W 113.79'; TH S00DEG17'33"E ALG SD R/W 100.76' TO N'LY R/W OF WRIGHT ST; TH N55DEG54'32"W 200.95'; TH N25DEG13'27"W 85.19'; TH N51DEG26'56"W 428.64'; TH N89DEG22'21"W 443.90' TO POB, EXC PARCEL #0510994. (2009 SPLIT TO 0510995)	32.50	Part 201 Facility
Bio-Life	**510991**	SEC 11 T48N R25W (92,858.67 SF / 2.1317 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC 11 COMM AT THE S 1/4 COR OF SD SEC 11; TH S89DEG22'21"E 173.71' ALG THE S LINE OF SD SEC 11 TO THE E'LY R/W LN OF THE LS&I RR R/W; TH N08DEG22'28"W 835.36'; TH N00DEG05'31"E 1,391.10' ALG SD R/W TO THE POB; TH N00DEG05'31"E 330.00'; TH N00DEG18'06"W 20.00' TO THE S'LY R/W OF HAWLEY ST; TH N89DEG56'06"E 260.00' ALG SD R/W; TH S01DEG48'09"E 238.35'; TH S04DEG10'15"E 112.05'; TH S89DEG56'06"W 276.07' TO THE POB.	2.1317	Part 201 Facility
Kinsey, LLC	**510993**	SEC. 11 T48N R25W (88,250 SF / 2.0259 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC DESC AS COMM AT THE S 1/4 COR; TH S89DEG22'21"E ALG THE S LINE OF SEC 11, 173.71' TO THE E'LY R/W OF THE FORMER LS&I RR R/W; TH NE'LY ALG SAID FORMER R/W N08DEG22'28"W 835.36' TO THE POINT OF TANGENCY; TH N00DEG05'31"E ALG SAID R/W 1,091.10' TO THE POB; TH N00DEG05'31"E ALG SAID R/W 300'; TH N89DEG56'06"E 276.07'; TH S'LY S07DEG24'42"E 303.35'; TH N89DEG54'29"W 315.69' TO THE POB.	2.0259	Part 201 Facility
City Property 2	**510994**	SEC 11 T48N R25W (263,665 SF / 6.0529 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC COMM AT THE S 1/4 COR OF SD SEC; TH S89DEG22'21"E 173.71' ALG THE S LINE OF SD SEC TO THE E'LY R/W OF THE FORMER LS & I RR R/W; TH 838.41' ALG THE E'LY R/W ON A NON-TANGENT CURVE TO THE RT HAVING A RADIUS OF 2,836.94', A CENTRAL ANGLE OF 16DEG55'58", AND A CHORD BEARING N08DEG22'28"W 835.36' TO THE PT OF TANGENCY; TH N00DEG05'31"E 411.10' ALG SD R/W TO THE POB.; TH N00DEG05'31"E ALG SD R/W 680'; TH S89DEG54'29"E 315.69'; TH S'LY 175.02' ALG A CURVE TO THE LFT, SAID CURVE HAVING A RADIUS OF 3,677.47' AND A CENTRAL ANGLE OF 02DEG43'36" TO A PT OF TANGENCY, THE CHORD OF WHICH BEARS S11DEG08'20"E 175'; TH S12DEG30'09"E 520.88'; TH N89DEG54'29"W 463.35' TO THE POB.	6.0529	Part 201 Facility
City Property 3	**510995**	SEC 11 T48N R25W 3 A M/L PRT OF GL7 COM AT S 1/4 COR OF SD SEC; TH S89DEG22'21"E 155.56'; TH N00DEG37'39"E 60' TO POB; TH N12DEG32'38'W 300'; TH N41DEG48'33"E 330'; TH S17DEG53'40"E 570'; TH N89DEG22'21"W 330' TO POB. (2009 SPLIT FROM 0510990)	3.00	Part 201 Facility
			45.7105	

The City of Marquette acquired the Cliffs-Dow property in October 1997 from Marquette Properties II, LLC. While the City was not the party responsible for an activity causing a release under Section 20126 of PA 451, 1994, as part of that agreement, the City agreed to address all environmental responsibilities on the property. The purpose of this Amended Brownfield Plan is to include additional Eligible Activities and continue the use of Brownfield TIF and LBRF revenues to address environmental responsibilities on the property to protect public health, safety and welfare and the environment.

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

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

Additional quarterly groundwater monitoring is anticipated to provide the necessary data to evaluate the effect of seasonal groundwater flow patterns on the contaminant concentrations and also information useful in evaluating the feasibility of environmental response alternatives for the former Cliffs-Dow Plant site. In addition, there also may be additional response activities, including additional site investigation and potential remediation. The City of Marquette has received a $964,250 EPA Brownfield Cleanup Grant to implement an In-Situ Chemical Oxidation (ISCO) system. The ISCO process injects chemical oxidants below the ground into soil and groundwater that chemically converts hazardous compounds to nonhazardous or less toxic compounds that are more stable, less mobile, or inert. Advantages of ISCO include the ability to rapidly treat impacts in-situ without the need to bring impacted media to ground surface for treatment. Brownfield TIF funds will be used to continue groundwater monitoring and support the ISCO system.

Environmental Eligible Activities include:

- Conducting Additional Response Eligible Activities including:
    - groundwater monitoring and evaluation
    - work plan development and approval
    - mitigation of exposure pathways
    - potential remediation of contaminated soil and groundwater

Other Eligible Activities include:

- Brownfield Plan development and approval

The maximum Eligible Activity costs are estimated at *$2,405,540.*

Additional detail is provided in Table 1.1: 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 Eligible Activities to be reimbursed through tax increment financing. The following is a summary of Environmental Eligible Activities.

EGLE Eligible Activities

1. Additional Response Activities: The work scope is to conduct groundwater monitoring and evaluation, prepare an investigative Work Plan, and potentially remediate soil and groundwater.
   A. Groundwater Monitoring: Conduct additional groundwater monitoring and evaluation to determine the effect of seasonal groundwater flow patterns on the contaminant concentrations and also information useful in evaluating the feasibility of environmental response alternatives for the former Cliffs-Dow Plant site.

B. Work Plan: Develop an investigative Work Plan to evaluate the existence of potential contamination source(s) at deeper aquifer intervals.

C. Additional Investigation: Conduct the investigation outlined in the Work Plan

D. Remediation: If the monitoring and investigation identify the need for source removal or other remediation, conduct the remediation in accordance with the Work Plan and EGLE requirements.

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.

Brownfield Plan and Work Plan Implementation: The implementation of the Brownfield Plan and Act 381 Work Plans are included as 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.

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

Estimated Cost of EGLE Eligible Environmental Activities

EGLE Environmental Eligible Activities	Estimated Cost
Additional Response Activities	$2,399,540
Work Plan Development and Review Cost	$6,000
EGLE Environmental Eligible Activities Total	***$2,405,540***

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 initial taxable value for the Community Bio-Resources parcel was set as of December 31, 1999 at $50,000, which was the most recent assessment roll for which equalization has been completed at the time of the approval date of original Brownfield Plan in June 2000. The initial taxable value for the balance of the Cliffs-Dow property was set as of December 31, 2008 at $0 as of the approval date of the Brownfield Plan Amendment which added these parcels, May 10, 2009.

The total Eligible Activity cost under the Cliffs Dow Brownfield Plan is *$2,395,540* for EGLE Environmental Eligible Activities. The Brownfield Plan also includes *$10,000* in Work Plan Development, Approval and Implementation, bringing the Maximum Eligible Activity Cost to *$2,405,540*. The Brownfield Plan also provides for deposits into the Local Brownfield Revolving Fund (LBRF) during the period of capture if additional revenues are available, with State tax capture limited to an amount equal to State tax capture for EGLE Environmental Eligible Activities. The investment for the Community Bio-Resource project is estimated at $2.5 million and for the residential project at $5 million.

Table 2.1 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property and Table 2.2 identifies the reimbursement of Eligible Activities through Brownfield TIF. The tables include the taxable values for the property from the beginning of the Brownfield Plan through 2022 and estimates the Brownfield TIF revenues, since the millages and rates have changed over this period. Taxable value and Brownfield TIF revenues are estimated from 2023 through the 30-year capture period.

The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is detailed in Table 2.

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

Eligible Activities, including additional response activities will be financed by the City of Marquette Brownfield Redevelopment Authority through Brownfield TIF revenues and the Local Brownfield Revolving Fund (LBRF).

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

The maximum amount of indebtedness will be *$2,405,540*.

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

The beginning date of capture was 2003, the first year tax increment revenues reimbursed Eligible Activities. The duration of Brownfield Plan capture will be the 30-year maximum capture period, from 2003 to 2032.

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

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. Table 3 presents the allocation of tax capture and the total tax increment for the 30-year duration of the Brownfield Plan. The taxing jurisdictions will receive their tax allocation for the Eligible Property once the Brownfield Plan capture period ends.

The total tax capture is estimated at *$2,405,540*. After the brownfield obligation is met, tax revenues will accrue to the taxing jurisdictions in an amount estimated at over $260,000 per year on into the future.

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

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

Property Name	Parcel	Description	Acreage	Qualifying Status
City Property	**510990**	SEC 11 T48N R25W (32.5 A M/L) PRT OF GL6 & GL7 COM AT 1/4 COR COM TO SEC 14 & 11; TH S89DEG22'21"E ALG S LN OF SD SEC 11 485.56'; TH N00DEG37'39"E 60' TO PT ON N R/W OF WRIGHT ST AND POB; TH N17DEG53'40"W 570'; TH S41DEG48'33"W 330' TO PT ON E'LY R/W OF FORMER RR R/W; TH ALG SD FORMER R/W N04DEG42'38"W 475.03'; TH N00DEG05'31"E ALG SD FORMER R/W 1091.10'; TH S89DEG54'29"E 315.69'; TH N07DEG24'42"W 303.35'; TH N04DEG10'15"W 112.05'; TH N01DEG48'09"W 238.35'; TH N89DEG56'06"E 149.63' TO W'LY R/W OF LAKESHORE BLVD; TH S10DEG07'03"E ALG SD R/W 630.86'; TH S21DEG16'55"E ALG SD R/W 1123.40'; TH S24DEG10'47"E ALG SD R/W 1095.47'; TH S13DEG05'47"E ALG SD R/W 94.76'; TH S07DEG16'40"E ALG SD R/W 113.79'; TH S00DEG17'33"E ALG SD R/W 100.76' TO N'LY R/W OF WRIGHT ST; TH N55DEG54'32"W 200.95'; TH N25DEG13'27"W 85.19'; TH N51DEG26'56"W 428.64'; TH N89DEG22'21"W 443.90' TO POB, EXC PARCEL #0510994. (2009 SPLIT TO 0510995)	32.50	Part 201 Facility
	-			
Bio-Life	**510991**	SEC 11 T48N R25W (92,858.67 SF / 2.1317 A M/L)	2.1317	Part 201 Facility
	-	PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC 11 COMM AT THE S 1/4 COR OF SD SEC 11; TH S89DEG22'21"E 173.71' ALG THE S LINE OF SD SEC 11 TO THE E'LY R/W LN OF THE LS&I RR R/W; TH N08DEG22'28"W 835.36'; TH N00DEG05'31"E 1,391.10' ALG SD R/W TO THE POB; TH N00DEG05'31"E 330.00'; TH N00DEG18'06"W 20.00' TO THE S'LY R/W OF HAWLEY ST; TH N89DEG56'06"E 260.00' ALG SD R/W; TH S01DEG48'09"E 238.35'; TH S04DEG10'15"E 112.05'; TH S89DEG56'06"W 276.07' TO THE POB.		

Kinsey, LLC -	**510993**	SEC. 11 T48N R25W (88,250 SF / 2.0259 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC DESC AS COMM AT THE S 1/4 COR; TH S89DEG22'21"E ALG THE S LINE OF SEC 11, 173.71' TO THE E'LY R/W OF THE FORMER LS&I RR R/W; TH NE'LY ALG SAID FORMER R/W N08DEG22'28"W 835.36' TO THE POINT OF TANGENCY; TH N00DEG05'31"E ALG SAID R/W 1,091.10' TO THE POB; TH N00DEG05'31"E ALG SAID R/W 300'; TH N89DEG56'06"E 276.07'; TH S'LY S07DEG24'42"E 303.35'; TH N89DEG54'29"W 315.69' TO THE POB.	2.0259	Part 201 Facility
City Property 2 -	**510994**	SEC 11 T48N R25W (263,665 SF / 6.0529 A M/L) PRT OF THE NW 1/4 OF THE SE 1/4 OF SD SEC COMM AT THE S 1/4 COR OF SD SEC; TH S89DEG22'21"E 173.71' ALG THE S LINE OF SD SEC TO THE E'LY R/W OF THE FORMER LS & I RR R/W; TH 838.41' ALG THE E'LY R/W ON A NON-TANGENT CURVE TO THE RT HAVING A RADIUS OF 2,836.94', A CENTRAL ANGLE OF 16DEG55'58", AND A CHORD BEARING N08DEG22'28"W 835.36' TO THE PT OF TANGENCY; TH N00DEG05'31"E 411.10' ALG SD R/W TO THE POB.; TH N00DEG05'31"E ALG SD R/W 680'; TH S89DEG54'29"E 315.69'; TH S'LY 175.02' ALG A CURVE TO THE LFT, SAID CURVE HAVING A RADIUS OF 3,677.47' AND A CENTRAL ANGLE OF 02DEG43'36" TO A PT OF TANGENCY, THE CHORD OF WHICH BEARS S11DEG08'20"E 175'; TH S12DEG30'09"E 520.88'; TH N89DEG54'29"W 463.35' TO THE POB.	6.0529	Part 201 Facility
City Property 3	**510995**	SEC 11 T48N R25W 3 A M/L PRT OF GL7 COM AT S 1/4 COR OF SD SEC; TH S89DEG22'21"E 155.56'; TH N00DEG37'39"E 60' TO POB; TH N12DEG32'38'W 300'; TH N41DEG48'33"E 330'; TH S17DEG53'40"E 570'; TH N89DEG22'21"W 330' TO POB. (2009 SPLIT FROM 0510990)	3.00	Part 201 Facility
			45.7105	

Location: The property is generally bounded by Hawley Street to the north, N. Lakeshore Drive and Lake Superior to the east, Northern Michigan University athletic fields and the Superior Dome to the south, residences and apartments fronting Presque Isle Avenue to the west. Figure 1 depicts the location of the Eligible Property and Figure 2 depicts the Eligible Property boundaries.

Eligibility Determination: An environmental investigation conducted in Fall 2009 identified the presence of Volatile Organic Compounds (VOCs) in soils and VOCs and Polynuclear Aromatic compounds (PNAs) in groundwater in excess of Michigan Department of Environment, Great Lakes and Environment (EGLE) Generic Residential Cleanup Criteria (GRCC). Subsequent investigations have confirmed the presence of constituents in soil and groundwater in excess of EGLE GRCC. The site is characterized as a Part 201 Facility, under Michigan's Natural Resources and Environmental Protection Act (NREPA), Act 451, PA 1994 as amended.

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

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

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

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

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

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

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

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

None

EXHIBITS

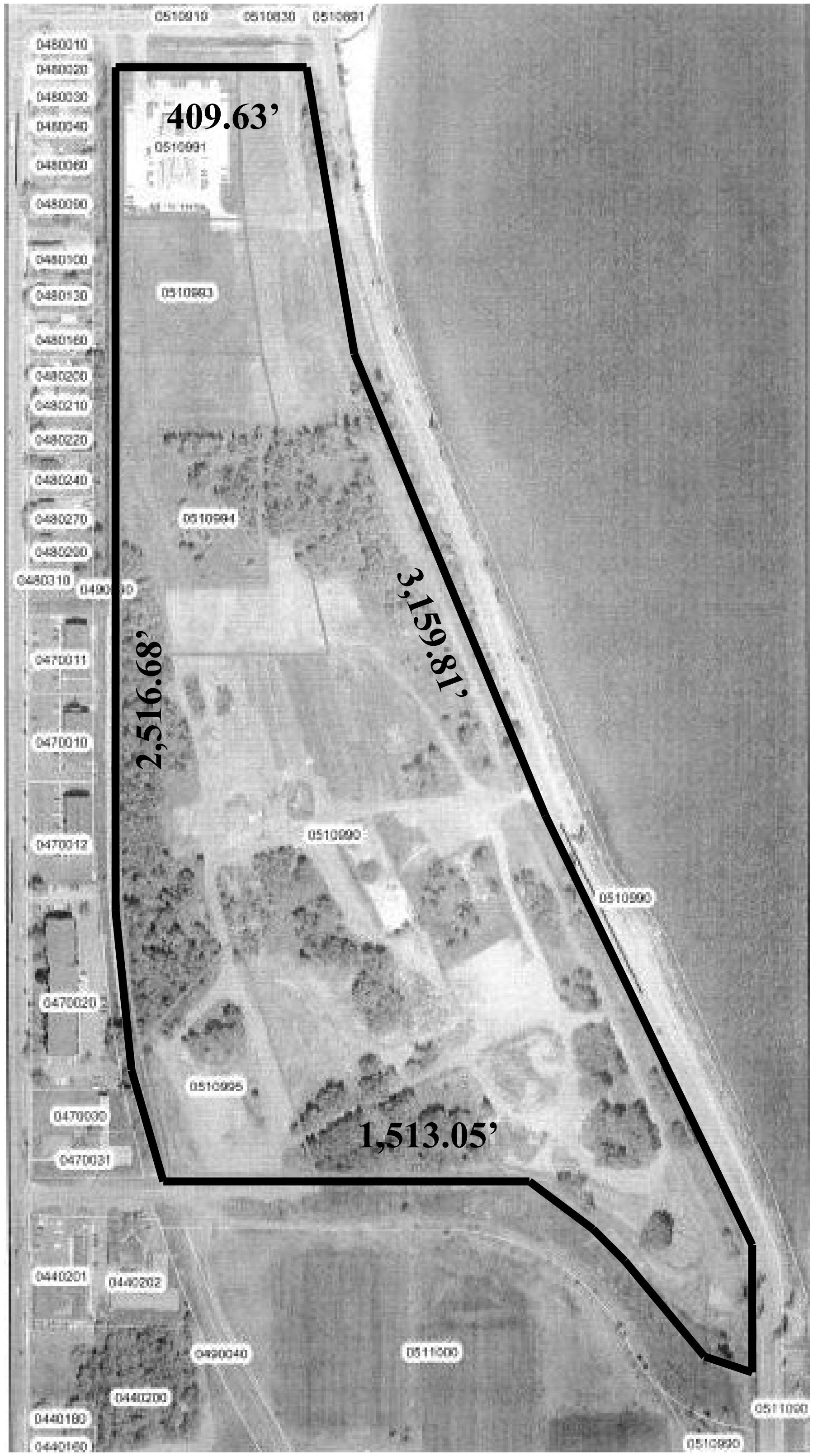
FIGURES

Figure 1 – Eligible Property Location Map

Figure 2.1 Eligible Property Boundary Map

Figure 2.2 Eligible Property Parcel Map

Cliffs Dow 2023 Brownfield Plan Amendment	Figure 1 -- Eligible Property Location Map
City of Marquette Brownfield Redevelopment Authority City of Marquette	Source: NOAA Date: August 2023



Cliffs Dow 2023 Brownfield Plan Amendment	**Figure 2.1 -- Eligible Property Boundary Map**
City of Marquette Brownfield Redevelopment Authority City of Marquette	**Source: City of Marquette** **Date: August 2023**

Cliffs Dow 2023 Brownfield Plan Amendment	Figure 2.2 -- Eligible Property Parcel Map
City of Marquette Brownfield Redevelopment Authority City of Marquette	Source: City of Marquette Date: August 2023

TABLES

Table 1.1 Environmental Eligible Activities

Table 2.1 Annual Revenue and Brownfield Capture Estimates

Table 2.2 Tax Increment Revenue Reimbursement Allocation Table

Table 1.1 EGLE Eligible Activities Costs and Schedule Cliffs Dow City of Marquette Brownfield Redevelopment Authority	
EGLE Eligible Activities	**Cost**
Department Specific Activities	
Additional Response Activities	
Supplemental Investigation	$845,540
Other Response Activities	$1,550,000
Stormwater Management Activities	
Subtotal	$2,395,540
Contingency (15%)	
EGLE Eligible Activities Subtotal	**$2,395,540**
Interest (5% for 15 Years)	
EGLE Eligible Activities Total Costs	**$2,395,540**
Brownfield Plan/Act 381 Work Plan Preparation	**$6,000**
Brownfield Plan/Act 381 Work Plan Implementation	**$4,000**
EGLE Eligible Activities Total Costs	**$2,405,540**
MBRA Administrative and Operating Costs	**$35,000**

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

Estimated Taxable Value (TV) Increase Rate: 1.50%

Plan Year						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Revenue Year			2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
*Base Taxable Value			$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Annual Value Additions						$ -														
Cumulative Value Additions					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated New TV			$ 50,000	$ 50,000	$719,100	$700,730	$823,216	$810,382	$813,129	$815,872	$824,335	$1,532,920	$1,509,064	$1,535,184	$1,566,481	$1,598,930	$1,782,888	$2,341,063	$1,451,767	$1,412,483
Incremental Difference (New TV - Base TV)					$ 669,100	$ 650,730	$ 773,216	$ 760,382	$ 763,129	$ 765,872	$ 774,335	$ 1,482,920	$ 1,459,064	$ 1,485,184	$ 1,516,481	$ 1,548,930	$ 1,732,888	$ 2,291,063	$ 1,401,767	$ 1,362,483
Total School Revenue	Millage Rate																			
	43.47%	24.0000	$ 1,200	$ 1,200	$ 16,267	$ 15,444	$ 18,545	$ 19,865	$ 20,009	$ 19,891	$ 19,066	$ 35,268	$ 34,776	$ 35,374	$ 36,009	$ 36,391	$ 40,415	$ 49,699	$ 33,572	$ 28,221
Total Local Revenue	Millage Rate																			
	56.53%	31.2105	$ 1,561	$ 1,561	$ 21,155	$ 20,084	$ 24,116	$ 25,833	$ 26,020	$ 25,867	$ 24,794	$ 45,864	$ 45,224	$ 46,001	$ 46,827	$ 47,325	$ 52,557	$ 64,631	$ 43,658	$ 36,700
Total Revenue	Millage Rate																			
		55.2105	$ 2,761	$ 2,761	$37,422	$35,529	$42,661	$45,698	$46,029	$45,759	$43,860	$81,132	$80,001	$81,375	$82,836	$83,716	$92,972	$114,330	$77,230	$64,921
State Revenue	Millage Rate		44.24%																	
State Education Tax (SET)		6.0000	$ -																	
School Operating Tax		18.0000	$ -																	
School Total		**24.0000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Local Revenue	Millage Rate		55.76%																	
City Operating	58.04%	17.5604	$ -		$ 9,661	$ 9,991	$ 9,669	$ 11,816	$ 11,995	$ 11,941	$ 12,002	$ 23,007	$ 22,852	$ 23,429	$ 21,953	$ 24,353	$ 24,483	$ 35,463	$ 21,696	$ 21,088
Senior	1.16%	0.3496	$ -		$ 192	$ 199	$ 193	$ 235	$ 239	$ 238	$ 239	$ 458	$ 455	$ 466	$ 437	$ 485	$ 487	$ 706	$ 432	$ 420
County Allocated	17.50%	5.2938	$ -		$ 2,913	$ 3,012	$ 2,915	$ 3,562	$ 3,616	$ 3,600	$ 3,618	$ 6,936	$ 6,889	$ 7,063	$ 6,618	$ 7,341	$ 7,381	$ 10,691	$ 6,541	$ 6,357
Transit	1.98%	0.6000	$ -		$ 330	$ 341	$ 330	$ 404	$ 410	$ 408	$ 410	$ 786	$ 781	$ 801	$ 750	$ 832	$ 837	$ 1,212	$ 741	$ 721
Aging	1.48%	0.4474	$ -		$ 246	$ 255	$ 246	$ 301	$ 306	$ 304	$ 306	$ 586	$ 582	$ 597	$ 559	$ 620	$ 624	$ 904	$ 553	$ 537
MOE	1.82%	0.5500	$ -		$ 303	$ 313	$ 303	$ 370	$ 376	$ 374	$ 376	$ 721	$ 716	$ 734	$ 688	$ 763	$ 767	$ 1,111	$ 680	$ 660
Dispatch	1.64%	0.4970	$ -		$ 273	$ 283	$ 274	$ 334	$ 339	$ 338	$ 340	$ 651	$ 647	$ 663	$ 621	$ 689	$ 693	$ 1,004	$ 614	$ 597
Rescue	0.50%	0.1525	$ -		$ 84	$ 87	$ 84	$ 103	$ 104	$ 104	$ 104	$ 200	$ 198	$ 203	$ 191	$ 211	$ 213	$ 308	$ 188	$ 183
Veterans	0.26%	0.0800	$ -		$ 44	$ 46	$ 44	$ 54	$ 55	$ 54	$ 55	$ 105	$ 104	$ 107	$ 100	$ 111	$ 112	$ 162	$ 99	$ 96
Heritage Trail	0.66%	0.2000	$ -		$ 110	$ 114	$ 110	$ 135	$ 137	$ 136	$ 137	$ 262	$ 260	$ 267	$ 250	$ 277	$ 279	$ 404	$ 247	$ 240
Library	4.52%	1.3685	$ -		$ 753	$ 779	$ 754	$ 921	$ 935	$ 931	$ 935	$ 1,793	$ 1,781	$ 1,826	$ 1,711	$ 1,898	$ 1,908	$ 2,764	$ 1,691	$ 1,643
ISD	7.29%	2.2048	$ -		$ 1,213	$ 1,254	$ 1,214	$ 1,484	$ 1,506	$ 1,499	$ 1,507	$ 2,889	$ 2,869	$ 2,942	$ 2,756	$ 3,058	$ 3,074	$ 4,453	$ 2,724	$ 2,648
MAPS Sinking Fund	3.14%	0.9500	$ -		$ 523	$ 540	$ 523	$ 639	$ 649	$ 646	$ 649	$ 1,245	$ 1,236	$ 1,267	$ 1,188	$ 1,317	$ 1,324	$ 1,919	$ 1,174	$ 1,141
Local Total		**30.2540**	**$ -**		**$16,645**	**$17,212**	**$16,659**	**$20,357**	**$20,665**	**$20,572**	**$20,678**	**$39,638**	**$39,371**	**$40,365**	**$37,822**	**$41,956**	**$42,180**	**$61,097**	**$37,380**	**$36,332**
State and Local Capture	Millage Rate																			
TOTAL		**54.2540**	$ -	**$ -**	**$ 16,645**	**$ 17,212**	**$ 16,659**	**$ 20,357**	**$ 20,665**	**$ 20,572**	**$ 20,678**	**$ 39,638**	**$ 39,371**	**$ 40,365**	**$ 37,822**	**$ 41,956**	**$ 42,180**	**$ 61,097**	**$ 37,380**	**$ 36,332**
Non-Capturable Millages	Millage Rate																	**$ 6,565**		
Library Debt		0.4565	$ -	$ -	$ 305	$ 297	$ 353	$ 347	$ 348	$ 350	$ 353	$ 677	$ 666	$ 678	$ 692	$ 707	$ 791	$ 1,046	$ 640	$ 622
MAPS Debt		0.5000	$ -	$ -	$ 335	$ 325	$ 387	$ 380	$ 382	$ 383	$ 387	$ 741	$ 730	$ 743	$ 758	$ 774	$ 866	$ 1,146	$ 701	$ 681
			$ -	**$ -**	**$ 640**	**$ 622**	**$ 740**	**$ 727**	**$ 730**	**$ 733**	**$ 741**	**$ 1,418**	**$ 1,396**	**$ 1,421**	**$ 1,451**	**$ 1,482**	**$ 1,658**	**$ 2,191**	**$ 1,341**	**$ 1,303**

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			2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
*Base Taxable Value			$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Annual Value Additions																	
Cumulative Value Additions			$ -	$ -	$ -	$ -	$ -	$ -	$ 3,918,111	$ 8,976,883	$ 9,111,536	$ 9,248,209	$ 9,386,932	$ 9,527,736	$ 9,670,652	$ 9,815,712	$ 9,962,948
Estimated New TV			$ 1,387,933	$ 1,419,931	$ 1,914,680	$ 1,888,706	$ 1,893,882	$ 1,930,104	$ 2,009,056	$ 4,538,441	$ 4,605,768	$ 4,674,105	$ 4,743,466	$ 4,813,868	$ 4,885,326	$ 4,957,856	$ 5,031,474
Incremental Difference (New TV - Base TV)			$ 1,337,933	$ 1,369,931	$ 1,864,680	$ 1,838,706	$ 1,843,882	$ 1,880,104	$ 1,959,056	$ 4,488,441	$ 4,555,768	$ 4,624,105	$ 4,693,466	$ 4,763,868	$ 4,835,326	$ 4,907,856	$ 4,981,474
Total School Revenue	Millage Rate																
	43.47%	24.0000	$ 34,728	$ 33,077	$ 41,803	$ 41,355	$ 43,740	$ 46,322	$ 48,217	$ 108,923	$ 110,538	$ 112,179	$ 113,843	$ 115,533	$ 117,248	$ 118,989	$ 120,755
Total Local Revenue	Millage Rate																
	56.53%	31.2105	$ 45,161	$ 43,015	$ 54,362	$ 53,780	$ 56,882	$ 60,240	$ 62,704	$ 141,647	$ 143,748	$ 145,881	$ 148,046	$ 150,243	$ 152,473	$ 154,737	$ 157,035
Total Revenue	Millage Rate																
		55.2105	$ 79,889	$ 76,091	$ 96,164	$ 95,135	$ 100,622	$ 106,562	$ 110,921	$ 250,570	$ 254,287	$ 258,060	$ 261,889	$ 265,776	$ 269,721	$ 273,726	$ 277,790
School Capture	Millage Rate																
State Education Tax (SET)		6.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,754	$ 26,931	$ 27,335	$ 27,745	$ 28,161	$ 28,583	$ 29,012	$ 29,447	$ 29,889
School Operating Tax		18.0000	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,263	$ 80,792	$ 82,004	$ 83,234	$ 84,482	$ 85,750	$ 87,036	$ 88,341	$ 89,667
School Total		**24.0000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 47,017**	**$ 107,723**	**$ 109,338**	**$ 110,979**	**$ 112,643**	**$ 114,333**	**$ 116,048**	**$ 117,789**	**$ 119,555**
Local Capture	Millage Rate																
City Operating		17.5604	$ 21,446	$ 20,213	$ 27,401	$ 27,024	$ 24,231	$ 33,015	$ 34,402	$ 78,819	$ 80,001	$ 81,201	$ 82,419	$ 83,655	$ 84,910	$ 86,184	$ 87,477
Senior		0.3496	$ 427	$ 402	$ 546	$ 538	$ 482	$ 657	$ 685	$ 1,569	$ 1,593	$ 1,617	$ 1,641	$ 1,665	$ 1,690	$ 1,716	$ 1,742
County Allocated		5.2938	$ 6,465	$ 6,094	$ 8,261	$ 8,147	$ 7,305	$ 9,953	$ 10,371	$ 23,761	$ 24,117	$ 24,479	$ 24,846	$ 25,219	$ 25,597	$ 25,981	$ 26,371
Transit		0.6	$ 733	$ 691	$ 936	$ 923	$ 828	$ 1,128	$ 1,175	$ 2,693	$ 2,733	$ 2,774	$ 2,816	$ 2,858	$ 2,901	$ 2,945	$ 2,989
Aging		0.4474	$ 546	$ 515	$ 698	$ 689	$ 617	$ 841	$ 876	$ 2,008	$ 2,038	$ 2,069	$ 2,100	$ 2,131	$ 2,163	$ 2,196	$ 2,229
MOE		0.55	$ 672	$ 633	$ 858	$ 846	$ 759	$ 1,034	$ 1,077	$ 2,469	$ 2,506	$ 2,543	$ 2,581	$ 2,620	$ 2,659	$ 2,699	$ 2,740
Dispatch		0.497	$ 607	$ 572	$ 776	$ 765	$ 686	$ 934	$ 974	$ 2,231	$ 2,264	$ 2,298	$ 2,333	$ 2,368	$ 2,403	$ 2,439	$ 2,476
Rescue		0.1525	$ 186	$ 176	$ 238	$ 235	$ 210	$ 287	$ 299	$ 684	$ 695	$ 705	$ 716	$ 726	$ 737	$ 748	$ 760
Veterans		0.08	$ 98	$ 92	$ 125	$ 123	$ 110	$ 150	$ 157	$ 359	$ 364	$ 370	$ 375	$ 381	$ 387	$ 393	$ 399
Heritage Trail		0.2	$ 244	$ 230	$ 312	$ 308	$ 276	$ 376	$ 392	$ 898	$ 911	$ 925	$ 939	$ 953	$ 967	$ 982	$ 996
Library		1.3685	$ 1,671	$ 1,575	$ 2,135	$ 2,106	$ 1,888	$ 2,573	$ 2,681	$ 6,142	$ 6,235	$ 6,328	$ 6,423	$ 6,519	$ 6,617	$ 6,716	$ 6,817
ISD		2.2048	$ 2,693	$ 2,538	$ 3,440	$ 3,393	$ 3,042	$ 4,145	$ 4,319	$ 9,896	$ 10,045	$ 10,195	$ 10,348	$ 10,503	$ 10,661	$ 10,821	$ 10,983
MAPS Sinking Fund		0.95	$ 1,160	$ 1,094	$ 1,482	$ 1,462	$ 1,311	$ 1,786	$ 1,861	$ 4,264	$ 4,328	$ 4,393	$ 4,459	$ 4,526	$ 4,594	$ 4,662	$ 4,732
Local Total		**30.2540**	**$ 36,948**	**$ 34,824**	**$ 47,209**	**$ 46,559**	**$ 41,746**	**$ 56,881**	**$ 59,269**	**$ 135,793**	**$ 137,830**	**$ 139,898**	**$ 141,996**	**$ 144,126**	**$ 146,288**	**$ 148,482**	**$ 150,710**
Local Capture	Millage Rate																
TOTAL		**54.2540**	**$ 36,948**	**$ 34,824**	**$ 47,209**	**$ 46,559**	**$ 41,746**	**$ 56,881**	**$ 106,287**	**$ 243,516**	**$ 247,169**	**$ 250,876**	**$ 254,639**	**$ 258,459**	**$ 262,336**	**$ 266,271**	**$ 270,265**
Non-Capturable Millages	Millage Rate																
Library Debt		0.4565	$ 297	$ 353	$ 347	$ 348	$ 350	$ 353	$ 677	$ 666	$ 678	$ 692	$ 707	$ 791	$ 1,046	$ 640	$ 622
MAPS Debt		0.5000	$ 669	$ 685	$ 932	$ 919	$ 922	$ 940	$ 980	$ 2,244	$ 2,278	$ 2,312	$ 2,347	$ 2,382	$ 2,418	$ 2,454	$ 2,491
			$ 966	**$ 1,038**	**$ 1,279**	**$ 1,268**	**$ 1,272**	**$ 1,294**	**$ 1,656**	**$ 2,910**	**$ 2,956**	**$ 3,004**	**$ 3,054**	**$ 3,173**	**$ 3,464**	**$ 3,094**	**$ 3,113**

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

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Local-Only Taxes	Total
State	44.24%	$ 722,318	$ 119,428	$ 113,679		$ 955,425
Local	55.76%	$ 1,683,222		$ 240,116	$ 45,176	$ 1,968,514
TOTAL	100.0%	$ 2,405,540	$ 119,428	$ 353,795		$ 2,923,939
EGLE		$ 2,405,540				
MSF		$ -				
TOTAL		$ 2,405,540				

Estimated Total Years of Capture:	
Local Eligible Activities	29
State Eligible Activities	29

Estimated Capture	$ 2,405,540
Administrative Fees	$ 45,176
State Revolving Fund	$ 119,428
LBRF	$ 353,795
TOTAL	$ 2,923,939

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			2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
*Base Taxable Value			$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Annual Value Additions			$ -	$ -	$ -	$ -	$ -	$ -	$ -											
Cumulative Value Additions				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated New TV			$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Incremental Difference (New TV - Base TV)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total School Revenue	Millage Rate																			
	43.47%	24.0000	$ 1,200	$ 1,200	$ 16,267	$ 15,444	$ 18,545	$ 19,865	$ 20,009	$ 19,891	$ 19,066	$ 35,268	$ 34,776	$ 35,374	$ 36,009	$ 36,391	$ 40,415	$ 49,699	$ 33,572	$ 28,221
Total Local Revenue	Millage Rate																			
	56.53%	31.2105	$ 1,561	$ 1,561	$ 21,155	$ 20,084	$ 24,116	$ 25,833	$ 26,020	$ 25,867	$ 24,794	$ 45,864	$ 45,224	$ 46,001	$ 46,827	$ 47,325	$ 52,557	$ 64,631	$ 43,658	$ 36,700
Total Revenue	Millage Rate																			
		55.2105	$ 2,761	$ 2,761	$ 37,422	$ 35,529	$ 42,661	$ 45,698	$ 46,029	$ 45,759	$ 43,860	$ 81,132	$ 80,001	$ 81,375	$ 82,836	$ 83,716	$ 92,972	$ 114,330	$ 77,230	$ 64,921

Plan Year				0			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Revenue Year	notes		Capture Rate	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Total State Incremental Revenue			0.00%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Brownfield Revolving Fund (50% of SET)				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State TIR Available for Reimbursement				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Local Incremental Revenue			100.00%	$ -	$ -	$ 16,645	$ 17,212	$ 16,659	$ 20,357	$ 20,665	$ 20,572	$ 20,678	$ 39,638	$ 39,371	$ 40,365	$ 37,822	$ 41,956	$ 42,180	$ 61,097	$ 37,380	$ 36,332
BRA Administrative Fee	3%	$ 45,176		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,181	$ 1,211	$ 1,135	$ 1,259	$ 1,265	$ 1,833	$ 1,121	$ 1,090
Local TIR Available for Reimbursement				$ -	$ -	$ 16,645	$ 17,212	$ 16,659	$ 20,357	$ 20,665	$ 20,572	$ 20,678	$ 39,638	$ 38,190	$ 39,154	$ 36,688	$ 40,698	$ 40,915	$ 59,265	$ 36,258	$ 35,242
Total State & Local TIR Available for Reimbursement			$ -	$ -	$ -	$ 16,645	$ 17,212	$ 16,659	$ 20,357	$ 20,665	$ 20,572	$ 20,678	$ 39,638	$ 38,190	$ 39,154	$ 36,688	$ 40,698	$ 40,915	$ 59,265	$ 36,258	$ 35,242
CITY	Beginning Balance			% Allocation	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
City Reimbursement			$2,401,540		$ -	$ 16,645	$ 17,212	$ 16,659	$ 20,357	$ 20,665	$ 20,572	$ 20,678	$ 39,638	$ 38,190	$ 39,154	$ 36,688	$ 40,698	$ 40,915	$ 59,265	$ 36,258	$ 35,242
City Reimbursement Balance			*$2,401,540*	*$ 2,401,540*	*$ 2,401,540*	*$ 2,384,895*	*$ 2,367,683*	*$ 2,351,024*	*$ 2,330,667*	*$ 2,310,001*	*$ 2,289,429*	*$ 2,268,751*	*$ 2,229,113*	*$ 2,190,924*	*$ 2,151,770*	*$ 2,115,082*	*$ 2,074,384*	*$ 2,033,470*	*$ 1,974,205*	*$ 1,937,947*	*$ 1,902,705*
			$699,903																		
EGLE Environmental Costs			$ 2,405,540	$ -	$ -	$ 16,645	$ 17,212	$ 16,659	$ 20,357	$ 20,665	$ 20,572	$ 20,678	$ 39,638	$ 38,190	$ 39,154	$ 36,688	$ 40,698	$ 40,915	$ 59,265	$ 36,258	$ 35,242
State Tax Reimbursement	100.00%		$ 722,318	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement	100.00%		$ 1,683,222	$ -		$ 16,645	$ 17,212	$ 16,659	$ 20,357	$ 20,665	$ 20,572	$ 20,678	$ 39,638	$ 38,190	$ 39,154	$ 36,688	$ 40,698	$ 40,915	$ 59,265	$ 36,258	$ 35,242
Total MDEQ Reimbursement Balance				$ 2,405,540	$ 2,405,540	$ 2,388,895	$ 2,371,683	$ 2,355,024	$ 2,334,667	$ 2,314,001	$ 2,293,429	$ 2,272,751	$ 2,233,113	$ 2,194,924	$ 2,155,770	$ 2,119,082	$ 2,078,384	$ 2,037,470	$ 1,978,205	$ 1,941,947	$ 1,906,705
State MDEQ Balance to Be Reimbursed				$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318	$ 722,318
Local MDEQ Balance to Be Reimbursed				$ 1,683,222	$ 1,683,222	$ 1,666,577	$ 1,649,365	$ 1,632,706	$ 1,612,349	$ 1,591,683	$ 1,571,111	$ 1,550,433	$ 1,510,795	$ 1,472,606	$ 1,433,452	$ 1,396,764	$ 1,356,066	$ 1,315,152	$ 1,255,887	$ 1,219,629	$ 1,184,387
Total Annual Eligible Activity Reimbursement				$ -	$ -	$ 16,645	$ 17,212	$ 16,659	$ 20,357	$ 20,665	$ 20,572	$ 20,678	$ 39,638	$ 38,190	$ 39,154	$ 36,688	$ 40,698	$ 40,915	$ 59,265	$ 36,258	$ 35,242
Local Only Costs	3%																				
Local Tax Reimbursement				$ -	$ -														$ -	$ -	$ -
Total Local Only Reimbursement Balance				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Brownfield Revolving Fund																					
State Tax Capture	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Capture	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LBRF Capture	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
State Brownfield Fund				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Brownfield Capture Reimbursement				$ -	$ -	$ 16,645	$ 17,212	$ 16,659	$ 20,357	$ 20,665	$ 20,572	$ 20,678	$ 39,638	$ 39,371	$ 40,365	$ 37,822	$ 41,956	$ 42,180	$ 61,097	$ 37,380	$ 36,332

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

Estimated Taxable Val	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ -	$ -
Anr						$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ -
Cumula	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,918,111	$ 8,976,883	$ 9,111,536	$ 9,248,209	$ 9,386,932	$ 9,527,736	$ 9,670,652	$ 9,815,712	$ 9,962,948
	$ 50,000	$ 50,000	$ 50,000	$ 1,888,706	$ 1,893,882	$ 1,930,104	$ 2,009,056	$ 4,538,441	$ 4,605,768	$ 4,674,105	$ 4,743,466	$ 4,813,868	$ 4,885,326	$ 4,957,856	$ 5,031,474
Incremental Difference	$ -	$ -	$ -	$ 1,838,706	$ 1,843,882	$ 1,880,104	$ 1,959,056	$ 4,488,441	$ 4,555,768	$ 4,624,105	$ 4,693,466	$ 4,763,868	$ 4,835,326	$ 4,907,856	$ 4,981,474
Total School Revenue	$ 34,728	$ 33,077	$ 41,803	$ 41,355	$ 43,740	$ 46,322	$ 48,217	$ 108,923	$ 110,538	$ 112,179	$ 113,843	$ 115,533	$ 117,248	$ 118,989	$ 120,755
Total Local Revenue	$ 45,161	$ 43,015	$ 54,362	$ 53,780	$ 56,882	$ 60,240	$ 62,704	$ 141,647	$ 143,748	$ 145,881	$ 148,046	$ 150,243	$ 152,473	$ 154,737	$ 157,035
Total Revenue	$ 79,889	$ 76,091	$ 96,164	$ 95,135	$ 100,622	$ 106,562	$ 110,921	$ 250,570	$ 254,287	$ 258,060	$ 261,889	$ 265,776	$ 269,721	$ 273,726	$ 277,790
Plan Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Revenue Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total State Incremental Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ 47,017	$ 107,723	$ 109,338	$ 110,979	$ 112,643	$ 114,333	$ 116,048	$ 117,789	$ 119,555
State Brownfield Revolving Fund (50% of SET)	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,877	$ 13,465	$ 13,667	$ 13,872	$ 14,080	$ 14,292	$ 14,506	$ 14,724	$ 14,944
State TIR Available for Reimbursement	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 41,140**	**$ 94,257**	**$ 95,671**	**$ 97,106**	**$ 98,563**	**$ 100,041**	**$ 101,542**	**$ 103,065**	**$ 104,611**
Total Local Incremental Revenue	$ 36,948	$ 34,824	$ 47,209	$ 46,559	$ 41,746	$ 56,881	$ 59,269	$ 135,793	$ 137,830	$ 139,898	$ 141,996	$ 144,126	$ 146,288	$ 148,482	$ 150,710
BRA Administrative Fee	$ 1,108	$ 1,045	$ 1,416	$ 1,397	$ 1,252	$ 1,706	$ 1,778	$ 4,074	$ 4,135	$ 4,197	$ 4,260	$ 4,324	$ 4,389	$ 4,454	$ 4,521
Local TIR Available for Reimbursement	**$ 35,840**	**$ 33,780**	**$ 45,792**	**$ 45,162**	**$ 40,494**	**$ 55,174**	**$ 57,491**	**$ 131,720**	**$ 133,695**	**$ 135,701**	**$ 137,736**	**$ 139,802**	**$ 141,899**	**$ 144,028**	**$ 146,188**
Total State & Local TIR Available for Reimbursement	**$ 35,840**	**$ 33,780**	**$ 45,792**	**$ 45,162**	**$ 40,494**	**$ 55,174**	**$ 98,631**	**$ 225,977**	**$ 229,366**	**$ 232,807**	**$ 236,299**	**$ 239,844**	**$ 243,441**	**$ 247,093**	**$ 250,799**
CITY	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	57%	0%
City Reimbursement	$ 35,840	$ 33,780	$ 45,792	$ 45,162	$ 40,494	$ 55,174	$ 98,631	$ 225,977	$ 229,366	$ 232,807	$ 236,299	$ 239,844	$ 243,441	$ 140,098	$ -
City Reimbursement Balance	***$ 1,866,865***	***$ 1,833,085***	***$ 1,787,293***	***$ 1,742,131***	***$ 1,701,637***	***$ 1,646,463***	***$ 1,547,832***	***$ 1,321,855***	***$ 1,092,489***	***$ 859,682***	***$ 623,383***	***$ 383,539***	***$ 140,098***	***$ 0***	***$ 0***
EGLE Environmental Costs	*$ 35,840*	*$ 33,780*	*$ 45,792*	*$ 45,162*	*$ 40,494*	*$ 55,174*	*$ 98,631*	*$ 225,977*	*$ 229,366*	*$ 232,807*	*$ 236,299*	*$ 239,844*	*$ 243,441*	*$ 144,098*	*$ -*
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ 41,140	$ 94,257	$ 95,671	$ 97,106	$ 98,563	$ 100,041	$ 101,542	$ 93,997	$ -
Local Tax Reimbursement	$ 35,840	$ 33,780	$ 45,792	$ 45,162	$ 40,494	$ 55,174	$ 57,491	$ 131,720	$ 133,695	$ 135,701	$ 137,736	$ 139,802	$ 141,899	$ 50,101	$ -
Total MDEQ Reimbursement Balance	*$ 1,870,865*	*$ 1,837,085*	*$ 1,791,293*	*$ 1,746,131*	*$ 1,705,637*	*$ 1,650,463*	*$ 1,551,832*	*$ 1,325,855*	*$ 1,096,489*	*$ 863,682*	*$ 627,383*	*$ 387,539*	*$ 144,098*	*$ 0*	*$ 0*
State MDEQ Balance to Be Reimbursed	*$ 722,318*	*$ 722,318*	*$ 722,318*	*$ 722,318*	*$ 722,318*	*$ 722,318*	*$ 681,178*	*$ 586,921*	*$ 491,249*	*$ 394,143*	*$ 295,580*	*$ 195,539*	*$ 93,997*	*$ 0*	*$ 0*
Local MDEQ Balance to Be Reimbursed	*$ 1,148,547*	*$ 1,114,767*	*$ 1,068,975*	*$ 1,023,813*	*$ 983,319*	*$ 928,145*	*$ 870,654*	*$ 738,935*	*$ 605,239*	*$ 469,538*	*$ 331,802*	*$ 192,000*	*$ 50,101*	*$ (0)*	*$ (0)*
Total Annual Eligible Activity Reimbursement	*$ 35,840*	*$ 33,780*	*$ 45,792*	*$ 45,162*	*$ 40,494*	*$ 55,174*	*$ 98,631*	*$ 225,977*	*$ 229,366*	*$ 232,807*	*$ 236,299*	*$ 239,844*	*$ 243,441*	*$ 144,098*	*$ -*
Local Only Costs															
Local Tax Reimbursement	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*		*$ -*	*$ -*	*$ -*
Total Local Only Reimbursement Balance	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Brownfield Revolving Fund															
State Tax Capture	*$ -*	*$ -*	*$ -*	*$ -*						*$ -*	*$ -*	*$ -*	*$ -*	*$ 9,068*	*$ 104,611*
Local Tax Capture	*$ -*	*$ -*	*$ -*							*$ -*	*$ -*	*$ -*	*$ -*	*$ 93,928*	*$ 146,188*
Total LBRF Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 102,996*	*$ 250,799*
State Brownfield Fund	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 5,877*	*$ 13,465*	*$ 13,667*	*$ 13,872*	*$ 14,080*	*$ 14,292*	*$ 14,506*	*$ 14,724*	*$ 14,944*
Total Annual Brownfield Capture Reimbursement	*$ 36,948*	*$ 34,824*	*$ 47,209*	*$ 46,559*	*$ 41,746*	*$ 56,881*	*$ 106,287*	*$ 243,516*	*$ 247,169*	*$ 250,876*	*$ 254,639*	*$ 258,459*	*$ 262,336*	*$ 266,272*	*$ 270,265*

RESOLUTIONS

City of Marquette Brownfield Redevelopment Authority

Marquette City Commission

RESOLUTION
Brownfield Plan Amendment – Cliffs Dow
City of Marquette Brownfield Redevelopment Authority

At a regular meeting of the City of Marquette Brownfield Redevelopment Authority of Marquette, Michigan, held at the Marquette Municipal Service Center, 1100 Wright Street, Marquette, Michigan August 17, 2023 at 8:00 a.m., the following resolution was offered by

Authority Member ____ and supported by

Authority Member ____.

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

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

Whereas, a Brownfield Plan Amendment that outlines the qualifications, costs, impacts, and incentives for reimbursement from Brownfield Tax Increment Financing revenues with the adoption of the Brownfield Plan Amendment has been prepared and submitted for the continued assessment and remediation at the Cliffs Dow property; and

Whereas the City of Marquette Brownfield Redevelopment Authority has reviewed the Brownfield Plan Amendment and finds that it meets the requirements of Act 381 and constitutes a public purpose of protecting human health and the environment and increasing private investment and economic development; and

Whereas a public hearing on the Brownfield Plan Amendment is anticipated to be held on the regular meeting of the Marquette City Commission on September 25, 2023 and notice of the public hearing and notice to taxing jurisdictions will be provided in compliance with the requirements of Act 381;

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

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

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

Yes:____

No:____

Resolution duly adopted

____
Jerry Irby, Chair, City of Marquette
Brownfield Redevelopment Authority

Certified to be a true copy

____
Date

____
Matt Tuccini, Secretary

RESOLUTION
Brownfield Plan Amendment Approval
Cliffs Dow

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 25, 2023, 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 historic property through tax increment financing of Eligible Activities approved in a Brownfield Plan; and

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

Whereas a Brownfield Plan Amendment that outlines the qualifications, costs, impacts, and incentives for reimbursement from Brownfield Tax Increment Financing revenues with the adoption of the Brownfield Plan has been prepared and submitted for the continued assessment and remediation at the Cliffs Dow property; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Brownfield Plan Amendment and determined the Brownfield Plan Amendment meets the requirements of Act 381 and constitutes a public purpose of protecting human health and the environment and increasing private investment and economic development; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Brownfield Plan Amendment at a regular meeting on August 17, 2023 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Brownfield Plan Amendment was held on September 25, 2023, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

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

(a) The Brownfield Plan Amendment constitutes a public purpose of protecting human health and the environment and increasing private investment and economic development;

(b) The Brownfield Plan Amendment meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan Amendment, consistent with format recommended by the State of Michigan, including a description of the costs intended to be paid with tax increment revenues, a brief summary of Eligible Activities, estimate of captured taxable value and tax increment revenues, method of financing, maximum amount of indebtedness, beginning date and duration of capture, estimate of impact on taxing jurisdictions, legal description of Eligible Property, estimates of persons residing on the Eligible Property if applicable, and a plan and provisions for relocation of residents, if applicable;

(c) The proposed method of financing the costs of Eligible Activities by the City of Marquette for environmental assessment and remediation is feasible, as described in Section 2.4 of the Brownfield Plan Amendment;

(d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence and due care activities, meeting regulatory requirements for environmental assessment and remediation, and the cost estimates are based on evaluation from certified professionals, experience in comparable projects, and preliminary discussions with reputable companies, as described in Section 2.1 and 2.2 of the Brownfield Plan; and

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

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

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

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

Yes:____

No:____

Resolution duly adopted

____
Cody Mayer, Mayor
City of Marquette

Certified to be a true copy,

____
Date

____
Kyle Whitney, City Clerk

Agenda Date: 9/11/2023

Consent Agenda - Roll Call Vote
Schedule Public Hearing - Founders Landing Brownfield Plan Amendment - Roll Call Vote

BACKGROUND:

A Brownfield Plan Amendment is being proposed to remove part of Parcel 0510571 of approximately 1.96 acres from the Founders Landing Brownfield Plan Eligible Property. The removal of this property would mean that all tax revenues generated by the sale and development would accrue immediately to taxing jurisdictions. A public hearing must be established and held by the City Commission for the approval of the Brownfield Plan Amendment.

The original Founders Landing Brownfield Plan was approved in April 2009 and subsequently amended in July 2009 to expand the Eligible Property and increase Brownfield Eligible Activities on portions of the City – owned property that was positioned for sale and private redevelopment. The City retained all waterfront property and other portions of the property for public use.

Over the past 14 years, over $50 million in private investment and $8 million in public investment has been made possible by Brownfield Tax Increment Financing (TIF) reimbursement of Brownfield Eligible Activities derived from the increased incremental taxes generated by additional private investment.

Brownfield TIF is reimbursing the costs for Seawall / Boardwalk along the Lake Superior shoreline, the Baraga Avenue extension, improvements to the US-41 roundabout, and the Pier Redevelopment. Brownfield TIF is also reimbursing extraordinary environmental and non-environmental costs incurred by the private developers.

The Brownfield Plan was presented to and approved by the Marquette Brownfield Redevelopment Authority at their August 17, 2023 meeting.

Attached is a resolution for consideration by the City Commission to set the public hearing for the City Commission for September 25, 2023 meeting. The Brownfield Plan Amendment will be presented for City Commission consideration at that meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Schedule a public hearing for the Founders Landing Brownfield Plan Amendment at the September 25, 2023 City Commission meeting and approve the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Plan Amendment
- Resolution

2023 BROWNFIELD PLAN AMENDMENT – FOUNDERS LANDING

CITY OF MARQUETTTE BROWNFIELD REDEVELOPMENT AUTHORITY

CITY OF MARQUETTE

This 2023 Brownfield Plan Amendment is to remove a City – owned parcel from Eligible Property under the Founders Landing Amended Brownfield Plan approved in July 2009. The City Commission approved the sale of the property with the presumption that no Brownfield Eligible Activities will be reimbursed under the Amended Brownfield Plan and that tax increment revenues will not be captured and will accrue to the taxing jurisdictions.

Background: The original Founders Landing Brownfield Plan was approved in April 2009 and subsequently amended in July 2009 to expand the Eligible Property and increase Brownfield Eligible Activities on portions of the City – owned property that was positioned for sale and private redevelopment. The City retained all waterfront property and other portions of the property for public use.

Over the past 14 years, over $50 million in private investment and $8 million in public investment has been made possible by Brownfield Tax Increment Financing (TIF) reimbursement of Brownfield Eligible Activities derived from the increased incremental taxes generated by additional private investment.

Brownfield TIF is reimbursing the costs for Seawall / Boardwalk along the Lake Superior shoreline, the Baraga Avenue extension, improvements to the US-41 roundabout, and the Pier Redevelopment. Brownfield TIF is also reimbursing extraordinary environmental and non-environmental costs incurred by the private developers.

Amendment: This Brownfield Plan Amendment removes a City – owned parcel of land that has been approved for sale for private development.

The property to be removed from the Founders Landing Brownfield Plan Eligible Property is part of Parcel 0510571 of approximately 1.96 acres at the south end of Founders Landing property south of Lakeshore Boulevard and west of the Multi-Use Path.

The legal description and parcel map are attached.

Impact on Taxing Jurisdictions: The removal of the parcel from Eligible Property will benefit taxing jurisdictions by returning the property to tax rolls upon sale and generate tax revenues that will immediately accrue to taxing jurisdictions.

Approval Process: The following is the proposed schedule for consideration of the Founders Landing Brownfield Plan Amendment:

Date	Action	Entity
August 17, 2023	Approve Brownfield Plan Amendment	City of Marquette Brownfield Redevelopment Authority
September 11, 2023	Establish Public Hearing	Marquette City Commission
September 12, 2023	Notices to Taxing Jurisdiction	City of Marquette Brownfield Redevelopment Authority
September 25, 2023	Public Hearing	Marquette City Commission
September 25, 2023	Approve Brownfield Plan Amendment	Marquette City Commission

Resolutions for the City of Marquette Brownfield Redevelopment Authority and the Marquette City Commission are attached.

PROPOSED PARCEL LEGAL DESCRIPTION
FOR 601 LAKESHORE BOULEVARD
PART OF PIN: 0510571
(FOR BROWNFIELD REMOVAL USE ONLY)

Lots 37, 38, 39, and 40; and part of Lots 36, 41, 42, and 43; and part of the vacated Genesee Street, Bay De Noquette Street (aka Lake Street), and Mesnard Street; and part of the vacated alley between Lots 41 and 42; and part of the vacated alley between Lots 41, 74, 37, 38, 39, 40; all located in the Plat of Penny and Vaughn's Addition to the City of Marquette, Township Forty-Eight North Range Twenty-Five West (T48N-R25W), Marquette County, Michigan, more particularly described as:

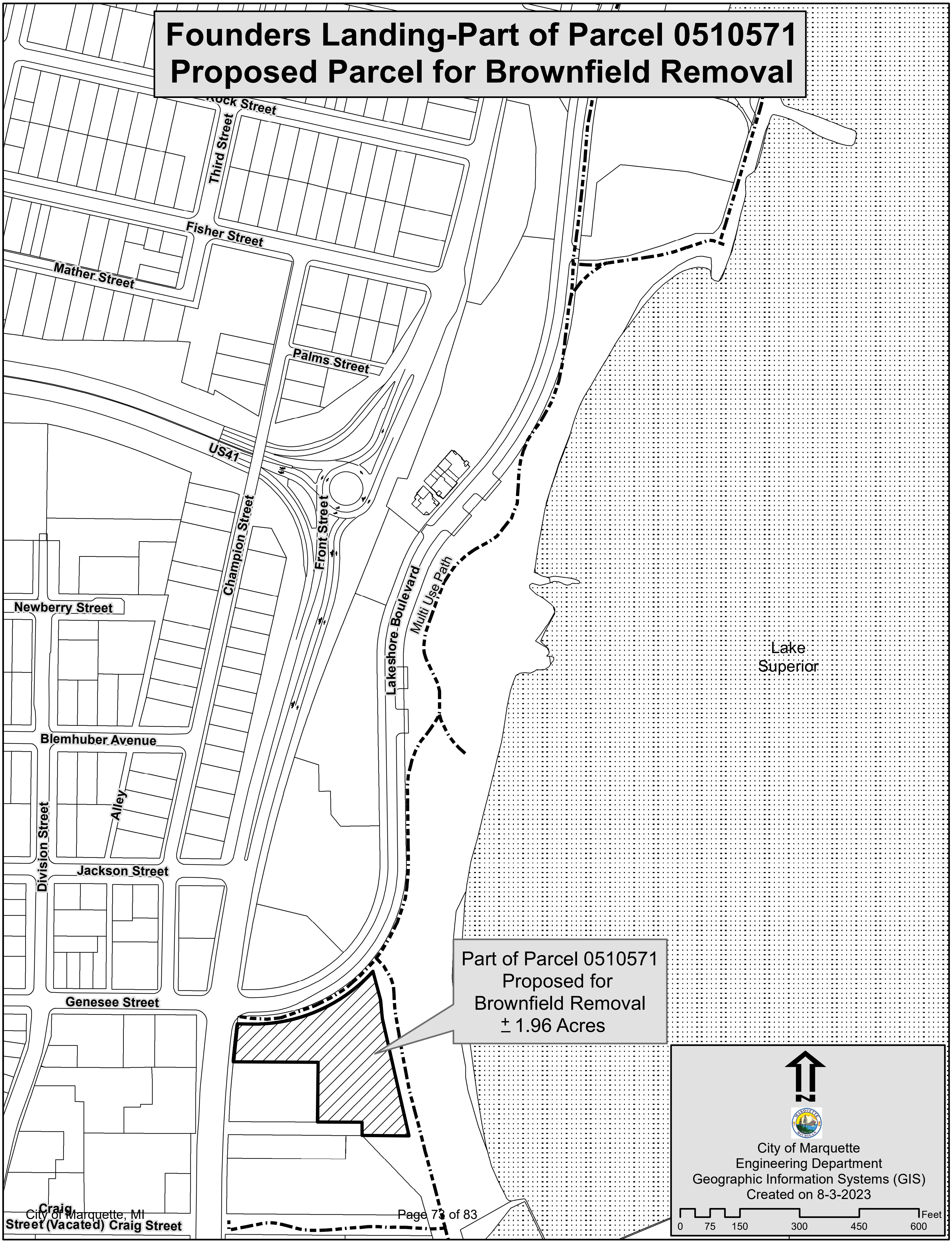
Commencing at the Section corner common to Sections 22, 23, 26, and 27; thence S89°16'22"E along the section line common to said sections 23 and 26 a distance of 2478.85 feet; thence S00°43'38"W perpendicular to said section line 379.70 feet to a point on the easterly Right of Way (R.O.W.) of US-41/ M-28, a variable width public R.O.W., and the Point of Beginning;

Thence southerly along said R.O.W. and a curve to the left 95.68 feet, said curve having a radius of 3776.72 feet and a delta of 01°27'05", the chord of which bears S06°11'14"W a distance of 95.67 feet to the northwest corner of a parcel as recorded in Document 2021R-12518 at the Marquette County Register of Deeds (R.O.D.); thence S89°35'04"E along the north line of said parcel 213.43 feet to the northeast corner of said parcel, and a point on the centerline of an alley vacated at the regular meeting of the Marquette City Commission held on November 25th, 1963 and subsequently recorded in Liber 128 of Miscellaneous Records, Page 868 at the R.O.D.; thence S00°37'53"W along the east line of said parcel and said alley centerline 149.91 feet to the southeast corner of said parcel and the northerly R.O.W. of Mesnard Street, a 33 foot wide platted public R.O.W.; thence S89°36'57"E along said northerly R.O.W. a distance of 112.13 feet to the northwest corner of the vacated portion of said Mesnard Street as vacated at the regular meetings of the Marquette City Commission held on June 26th, 1934, November 14th, 1932, and October 3rd, 1932; thence S00°23'03"W along the west line of said Mesnard street vacation 33.00 feet to the southwest corner of said Mesnard Street vacation and the south line of said Penny and Vaughn Plat; thence S89°36'57"E along said plat line 118.07 feet to a point in the vacated westerly half of Bay De Noquette Street (aka Lake Street) as vacated at the regular meetings of the Marquette City Commission held on June 26th, 1934, November 14th, 1932, and October 3rd, 1932, and subsequently recorded in Document 2005R-11903 at the R.O.D.; thence N12°48'41"W 300.97 feet; thence N05°38'04"W 50.25 feet to the centerline of said vacated Bay de Noquette Street; thence N15°02'55"W along said Bay de Noquette centerline 72.22 feet to a point on a curve, which is perpendicular to and 20 foot equidistant from the southerly R.O.W. of Lakeshore Boulevard as recorded in 2005R-05456 at the R.O.D.; thence westerly, parallel with and 20 foot equidistant from said southerly R.O.W., along a curve to the right 342.43 feet, said curve having a radius of 403.00 feet and a delta of 48°41'04", the chord of which bears S66°28'12"W a distance of 332.22 feet; thence N89°11'17"W parallel with and 20 foot equidistant from said southerly R.O.W. a distance of 36.42 feet to the Point of Beginning.

SUBJECT TO an easement for highway purposes as recorded in Document 2013R-09556.

The above described parcel contains 1.96 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: August 3, 2023
Prepared for: City of Marquette
City of Marquette Engineering Department Job No: MQ23-900
PIN: 0510571
J:\Projects\MQXX-900s Boundary and Easement Surveys\MQ23-900 601 Lakeshore Boulevard - Boundary\Field Construction Related\All Survey\Legal Descriptions\MQ23-900 601 Lakeshore Proposed Parcel - Legal Description (230802).doc


Founders Landing-Part of Parcel 0510571
Proposed Parcel for Brownfield Removal
Rock Street
Third Street
Fisher Street
Mather Street
Palms Street
US41
Champion Street
Front Street
Lakeshore Boulevard
Multi Use Path
Newberry Street
Blemhuber Avenue
Alley
Division Street
Jackson Street
Genesee Street
Craig Street (Vacated)
Craig Street
Lake Superior
Part of Parcel 0510571
Proposed for
Brownfield Removal
± 1.96 Acres
City of Marquette
Engineering Department
Geographic Information Systems (GIS)
Created on 8-3-2023
Feet
0 75 150 300 450 600

RESOLUTION
Brownfield Plan Amendment – Founders Landing
City of Marquette Brownfield Redevelopment Authority

At a regular meeting of the City of Marquette Brownfield Redevelopment Authority of Marquette, Michigan, held at the Marquette Municipal Service Center, 1100 Wright Street, Marquette, Michigan August 17, 2023 at 8:00 a.m., the following resolution was offered by

Authority Member ____ and supported by

Authority Member ____.

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

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

Whereas, a Brownfield Plan Amendment has been prepared and submitted to remove a City-owned parcel approved for sale from Founders Landing Brownfield Plan Eligible Property; and

Whereas the City of Marquette Brownfield Redevelopment Authority has reviewed the Brownfield Plan Amendment and finds that it meets the requirements of Act 381 and constitutes a public purpose of generating additional tax revenue for taxing jurisdictions; and

Whereas a public hearing on the Brownfield Plan Amendment is anticipated to be held on the regular meeting of the Marquette City Commission on September 25, 2023 and notice of the public hearing and notice to taxing jurisdictions will be provided in compliance with the requirements of Act 381;

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

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

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

Yes:____

No:____

Resolution duly adopted

____
Jerry Irby, Chair, City of Marquette
Brownfield Redevelopment Authority

Certified to be a true copy ________________________
Date

____
Matt Tuccini, Secretary

RESOLUTION
Brownfield Plan Amendment Approval
Founders Landing

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 25, 2023, 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 historic property through tax increment financing of Eligible Activities approved in a Brownfield Plan; and

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

Whereas a Brownfield Plan Amendment has been prepared and submitted to remove a City-owned parcel approved for sale from Founders Landing Brownfield Plan Eligible Property; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Founders Landing Brownfield Plan Amendment and determined the Brownfield Plan Amendment meets the requirements of Act 381 and constitutes a public purpose of generating additional tax revenue for taxing jurisdictions; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Founders Landing Brownfield Plan Amendment at a regular meeting on August 17, 2023 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan Amendment; and

Whereas a public hearing on the Founders Landing Brownfield Plan Amendment was held on September 25, 2023, and notice of the public hearing and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; and

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

(a) The Brownfield Plan Amendment constitutes a public purpose of generating additional tax revenue for taxing jurisdictions;
(b) The Brownfield Plan Amendment meets the requirements of Act 381, including a legal description and map of property to be removed as Eligible Property;
(c) The costs of Eligible Activities will not change with this Brownfield Plan Amendment; and
(d) The additional tax revenues generated by the private redevelopment of the property will not be captured by the Brownfield Authority and will immediately accrue to taxing jurisdictions; and

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

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

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

Yes:____________________________________

No:____________________________________

Resolution duly adopted

____
Cody Mayer, Mayor
City of Marquette

Certified to be a true copy, ____________________
Date

____
Kyle Whitney, City Clerk

RESOLUTION
Public Hearing Establishment – Brownfield Plan Amendment Founders Landing

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on September 11, 2023 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 City of Marquette Brownfield Redevelopment Authority (MBRA) under the procedures under Act 381 on September 8, 1997 and certified by the State of Michigan on January 28, 1998 to facilitate the redevelopment of Brownfields within the City of Marquette; and,

Whereas a Brownfield Plan Amendment has been prepared and submitted to remove a City-owned parcel approved for sale from Founders Landing Brownfield Plan Eligible Property; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Founders Landing Brownfield Plan Amendment at a regular meeting on August 17, 2023 and found that the Brownfield Plan Amendment meets the requirements of Act 381 and constitutes a public purpose of generating additional tax revenue for taxing jurisdictions; 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 Founders Landing Brownfield Plan Amendment at their September 25, 2023 regular meeting;

Now, Therefore be it Resolved that the Marquette City Commission hereby establishes the public hearing for the Founders Landing Brownfield Plan Amendment at the September 25, 2023 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

____
Cody Mayer, Mayor
City of Marquette

Certified to be a true copy, ____________________
Date

____
Kyle Whitney, City Clerk

City of Marquette, MI
300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2023

Consent Agenda - Roll Call Vote
Schedule Public Hearing - FY 2024 Budget

RECOMMENDATION:

Schedule a Public Hearing for September 25, 2023, at 6:00 p.m. to review and adopt the FY 2024 Budget.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- Budget 2024 PH Notice

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Marquette City Commission has made the following estimates of all expenditures which will be required to be made from the several funds of the City, and for payment of interest and indebtedness to fall due, during the fiscal year beginning October 1, 2023.

PROPOSED REVENUES AND EXPENDITURES
Fiscal Year 2024

General Fund	**$**	**25,826,920**
Major Street Fund	**$**	**3,170,870**
Local Street Fund	**$**	**2,802,040**
Public Art Fund	**$**	**80,500**
Sanitation Fund	**$**	**2,512,380**
Brownfield Funds	**$**	**8,975,190**
Local Development Finance Authority Fund	**$**	**1,818,420**
Public Education Government Fund	**$**	**21,020**
Drug Forfeiture Fund	**$**	**93,000**
Road Maintenance Fund	**$**	**211,580**
Road Safety Fund	**$**	**625,510**
Criminal Justice Training Fund	**$**	**4,030**
Opioid Settlement Fund	**$**	**10,950**
Senior Services Fund	**$**	**929,270**
Debt Service Funds	**$**	**2,833,170**
Capital Improvement Fund	**$**	**7,621,840**
Tourist Park Fund	**$**	**974,150**
Lighthouse Park Fund	**$**	**106,800**
Fuel System Fund	**$**	**569,430**
Stormwater Utility Fund	**$**	**4,424,030**
Marquette Area Wastewater Treatment Fund	**$**	**4,775,290**
Water Utility Fund	**$**	**6,826,920**
Sewage Disposal Fund	**$**	**8,258,100**
Presque Isle Marina Fund	**$**	**303,400**
Cinder Pond Marina Fund	**$**	**411,370**
Lakeview Arena Fund	**$**	**1,175,360**
Technology Services Fund	**$**	**1,201,900**
Municipal Service Center Fund	**$**	**1,480,330**
Motor Vehicle Equipment Fund	**$**	**3,345,220**
Energy Enhancements Fund	**$**	**1,982,290**
Peter White Public Library	**$**	**2,167,660**
Downtown Development Authority	**$**	**1,881,775**
TOTAL ALL FUNDS	**$**	**97,420,715**

NOTICE IS FURTHER GIVEN that a public hearing will be conducted in the City Commission Chambers at City Hall, 300 West Baraga Ave., at 6:00 p.m. on Monday, September 25, 2023. At that hearing, interested people shall have the opportunity to provide oral or written comments or ask questions concerning said proposal and the passage of the fiscal year 2024 City General Appropriations Act. A copy of the fiscal year 2024 budget, which contains detailed information on these proposed revenues and expenditures, is available in the office of the City Clerk during regular business hours, at Peter White Public Library, and on the City's website at www.marquettemi.gov. These estimates and this notice of hearing are given in accordance with the requirements of the City Charter.

The property tax millage rate proposed to be levied to support the proposed budget will be subject of this hearing. The proposed millage rates are as follows:

· The total number of ad valorem operational mills to be levied by the City of Marquette in July of 2023 is **17.5604** mills.

· The total number of ad valorem operational mills to be levied by the Peter White Public Library in July of 2023 is **1.4714** mills.

· The total number of ad valorem debt mills to be levied by the Peter White Public Library in July of 2023 is **0.2975** mills.

· The total number of ad valorem operational mills to be levied by the Downtown Development Authority in July of 2023 is **1.8558** mills.

· The total number of ad valorem operational mills to be levied by the City of Marquette Senior Services in July of 2023 is **0.3453** mills.

If you require assistance to participate in this hearing, please provide advance notice to the office of the City Clerk.

Kyle Whitney
City Clerk

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 9/11/2023

Consent Agenda - Roll Call Vote
Schedule Public Hearing - Possible City Charter Amendments

BACKGROUND:

Section 13-7 of the Marquette City Charter states, "Every ten years the city commission shall appoint a charter study group. The charter study group shall review this charter and make recommendations for changes in this charter. The charter study group shall make its recommendations within one year after appointment." At the December 19, 2022 regular meeting, the City Commission appointed a Charter Study Group, in accordance with this section.

The study group was comprised of the City Manager, City Attorney and City Clerk, and was tasked with determining whether there exists a need for Charter amendments. At that time, the Commission also directed the City Manager to plan for and schedule at least one public hearing in 2023 to obtain public feedback.

In recent months, the Manager, Attorney, Clerk, and Deputy Clerk have conducted an in-depth, chapter-by-chapter review of the City Charter. This review -- and follow-up discussions with other City staff -- resulted in the short list of recommended amendments that has been presented to the Commission.

Having completed a full review of the City Charter, the Charter Study Group is now recommending the Commission schedule a public hearing to gain input on the proposed amendments.

Any Charter amendment must ultimately be approved by voters at a citywide election. If the Commission decides to pursue amendments, the ballot language will be drafted by staff and must then be approved by the City Commission, and by the offices of the Michigan Governor and Attorney General, prior to being put before voters.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Schedule a public hearing for October 10 to obtain input on possible City Charter Amendments.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available