

City of Marquette, MI



Meeting Agenda City Commission

**Monday, October 28, 2024
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)

Christopher Durley to the Downtown Development Authority for an unexpired term ending 01-01-26

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

Presentation(s)

- 2.** Marquette Housing Commission, by Chair Jackie Stark
- 3.** Rural Leadership Fellow Recognition- Anne McIlhagga
- 4.** Citizen's Academy Graduation

Public Hearing(s)

- 5.** The Chipp Workforce Housing Brownfield Plan- Roll Call Vote

6. Consent Agenda

- 6.a.** Approve the minutes of the October 15, 2024 Commission work session
- 6.b.** Approve the minutes of the October 15, 2024 regular Commission meeting
- 6.c.** Approve the total bills payable in the amount of \$4,979,660.73
- 6.d.** AWH Change Order - Presque Isle Bandshell Design
- 6.e.** Marquette Area Public Schools - Ice Contract
- 6.f.** Master Agreement to Purchase Services (In-Home Services)
- 6.g.** Michigan Arts and Culture Council - Grant Award
- 6.h.** Release of Kids Cove Maintenance Funds
- 6.i.** Tourist Park Playground - Contract Increase

6.j. Utilization of State Bid for Annual Salt Purchase

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: 10/28/2024

Public Hearing(s)

The Chipp Workforce Housing Brownfield Plan- Roll Call Vote

BACKGROUND:

A Brownfield Plan is being proposed for the redevelopment of 710 Chippewa Square from commercial to residential use for workforce housing called “The Chipp” developed by SLA Property LLC of Marquette. A public hearing must be held by the City Commission prior to approval of the Brownfield Plan.

Approval of the Brownfield Plan will provide for the reimbursement of Brownfield Environmental and Housing Development Eligible Activity costs, including environmental due diligence and the gap between development and rent revenues for units for qualified households with income of 120% of the Area Median Income or less.

The Brownfield Plan was presented to and approved by the Marquette Brownfield Redevelopment Authority at their September 25, 2024 meeting. The Local Development Finance Authority approved an intergovernmental agreement for this plan at its October 21, 2024 meeting.

The City Commission scheduled this public hearing at its October 15, 2024 regular meeting.

FISCAL EFFECT:

None.

RECOMMENDATION:

Approve the resolution authorizing the brownfield plan for The Chipp housing development, and authorize the Mayor and City Clerk to sign.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Brownfield Plan



RESOLUTION
Brownfield Plan Approval
The Chipp Workforce Housing
710 Chippewa Square

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on October 28, 2024 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 that outlines the qualifications, costs, impacts, and incentives has been prepared and submitted for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan for the redevelopment of the 710 Chippewa Square from commercial to residential use for workforce housing called "The Chipp" developed by SLA Property LLC of Marquette; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Brownfield Plan and determined the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of providing workforce housing, increased private investment, and increased property taxes; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Brownfield Plan at a regular meeting on September 25, 2024 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan; and

Whereas a public hearing on the Brownfield Plan was held on October 28, 2024, 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 and finds, in accordance with the requirements of Section 14 of Act 381 that:

- (a) The Brownfield Plan constitutes a public purpose of providing workforce housing, increased private investment, and increased property taxes;

- (b) The Brownfield Plan meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan, 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 SLA Properties LLC for private Eligible Activities is feasible, as described in Section 2.4 of the Brownfield Plan;
- (d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence and due care activities, meeting regulatory requirements for lead and asbestos inspection and if necessary, abatement prior to demolition, demolition, site preparation, infrastructure, and housing financing gap 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 is reasonable, as calculated in Table 2.1 and 2.2 of the Brownfield Plan, 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 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 for The Chipp.

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

Sally Davis, Mayor
City of Marquette

Certified to be a true copy, _____

Date

Kyle Whitney, City Clerk



ACT 381 BROWNFIELD PLAN

**THE CHIPP
710 CHIPPEWA SQUARE
MARQUETTE, MICHIGAN 49855**

City of Marquette Brownfield Redevelopment Authority

September 2024

Prepared by:

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Mac Consulting Service LLC
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231.633.6303**

**Approved by City of Marquette
Brownfield Redevelopment**

Authority: September 25, 2024

Public Hearing: October 28, 2024

**Approved by Marquette
City Commission:**

**October 28, 2024
(tentative)**

**Brownfield Plan
The Chipp Workforce Housing
City of Marquette Brownfield Redevelopment Authority
City of Marquette, Marquette County, Michigan**

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ATTACHMENTS

- Attachment A – Brownfield Plan Resolutions

Project Summary

The owners of 710 Chippewa Square are proposing to redevelop the building into workforce housing to serve qualified households with incomes at or below 120% Area Median Income. Brownfield TIF revenues are requested to close the gap between development costs and revenues.

This Brownfield Plan will provide incremental tax revenues to repay certain Eligible Activities, including demolition, infrastructure, site preparation, and the housing financing gap between development and revenues. Reimbursement of these Brownfield Eligible Activity expenses is critical to the economic viability of the redevelopment and providing workforce housing.

The property qualifies as Brownfield Eligible Property under the definition of Housing Property in Act 381.

Project Name:	The Chipp Workforce Housing
Project Location:	The Eligible Property is comprised of one parcel in Marquette, 710 Chippewa Square, Parcel Identification Number 0960040.
Type of Eligible Property:	Housing Property
Eligible Activities:	Baseline Environmental Assessment Activities, Asbestos Abatement, Demolition, Housing Development Activities.

Eligible Activities	Environmental	Housing	TOTAL
ELIGIBLE ACTIVITY SUBTOTAL	\$3,000	\$732,875	\$735,875
Brownfield Plan Development and Approval	\$1,000	\$25,000	\$26,000
Brownfield Plan Implementation	\$1,000	\$45,000	\$46,000
TOTAL ELIGIBLE ACTIVITY	\$5,000	\$802,875	\$807,875

Years to Complete	<i>21 years</i>	Estimated Investment:	\$2,685,000
Eligible Activities Payback:		Estimated Annual Tax Revenue in First Year After Brownfield Obligation:	\$82,425

BROWNFIELD PLAN

THE CHIPPEWA WORKFORCE HOUSING 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. State tax capture requires approval of an Act 381 Work Plan by the Michigan Department of Environment, Great Lakes and Energy (EGLE_ for Environmental ("Department Specific") Eligible Activities, and the Michigan State Housing Development Authority (MSHDA) for Housing Development Activities, with exemptions for certain Eligible Activities, including Baseline Environmental Assessment, Due Care Investigation and Planning, and Pre-Demolition Surveys, as well as Asbestos Abatement and Demolition not to exceed \$250,000.

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 is for the redevelopment of the property at 710 Chippewa Square north of US-41 in Marquette, Michigan, consistent with Act 381. The Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment will renovate the existing building into a total of 14 rental units with 50% of rental rates targeted at 120% of the Area Median Income (AMI) and remaining 50% at 100% of AMI, based on the [Missing Middle Income and Rent Limits](#), published by MSHDA and adjusted on an annual basis.

The property is zoned Mixed-Use District and is governed by the Zoning Code of the City of Marquette.

The estimated private investment is anticipated at \$2,685,000. Selective demolition is anticipated to begin in late January 2025 with the completion at year-end 2025. The project is located in the City of Marquette, a Qualified Local Governmental Unit (QLGU).

1.2 Eligible Property Information

The Eligible Property includes one parcel, as described below:

Parcel Number	Address	Description	Acreage	Qualifying Status
0960040	710 Chippewa Square	CHIPPEWA SQUARE LOT-3, PLUS A 1/6TH INTEREST IN THE "CHIPPEWA SQUARE COMMONS"	0.46	Housing Property

1.3 Public Purpose *MCL 125.2664(5):*

The adaptive reuse of the commercial building at 710 Chippewa Square into workforce housing will meet a critical community need for workforce housing as well as increased private investment and increase taxable value. When completed, property taxes are estimated at **\$82,425** per year (following the retirement of Brownfield obligations).

1.4 Housing Needs and Job Growth Data *MCL 125.2652(o)(ii)*

Housing Need

The Central Upper Peninsula Planning and Development Regional Commission (CUPPAD), a voluntary association of local governments that coordinate regional planning efforts related to economic, social, and physical development and conservation within its six-county region of Alger, Delta, Dickinson, Marquette, Menominee, and Schoolcraft Counties, issued the [Housing Needs Assessment for Marquette County](#) in December 2020.

The following is a summary of key findings from the Marquette County Housing Needs Assessment:

“Since 2000, the increase in housing prices in Marquette County ranks highest of Michigan’s 83 counties...Median household incomes have risen by 36 percent between the years 2000 and 2017, while home sale prices have risen by 68 percent...Nearly half, 48 percent, of Marquette County renters are paying more than 30 percent of their income on rent. At the time this report was written (December 2020) there were no rental units listed in Negaunee. In Marquette, the current asking median rental

price for any size or housing type is over \$1,000, which is close to \$300 more than the median rental price according to American Community Survey data in 2017.”

Source: [Housing Needs Assessment for Marquette County](#), Key Findings, CUPPAD

Job Growth Data

According to the University of Michigan Department of Economics, Marquette County is projected to see employment gains of 0.7 percent by 2050.

Source: [The Economic and Demographic Outlook for Michigan through 2050](#), Jacob T. Burton, Gabriel M. Ehrlich, Donald R. Grimes, Kyle W. Henson, Daniil Manaenkov, and Michael R. McWilliams University of Michigan

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

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

The owners of Chippewa Square are proposing to redevelop the building at 710 Chippewa Street into workforce housing to serve qualified households with incomes at or below 120% Area Median Income. In order to close the gap between development costs and revenues, Brownfield TIF revenues are being requested for up to 21 years. The Brownfield Plan includes Environmental and Housing Development Eligible Activities:

Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities
 - Phase I Environmental Site Assessment

Housing Development Eligible Activities include:

- Lead and Asbestos Abatement
- Selective Demolition
- Housing Financing Gap

Other Eligible Activities include:

- Brownfield Plan development and approval;
- Brownfield Plan implementation; and
- Administrative and operating costs of the MBRA with local tax capture only.

Eligible Activities	Environmental	Housing	TOTAL
ELIGIBLE ACTIVITY SUBTOTAL	\$3,000	\$787,875	\$790,875
Brownfield Plan Development and Approval	\$1,000	\$25,000	\$26,000
Brownfield Plan Implementation	\$1,000	\$45,000	\$46,000
TOTAL ELIGIBLE ACTIVITY	\$5,000	\$857,875	\$862,875

Additional detail is provided in Table 1.1: Environmental Eligible Activities and Table 1.3 Housing Development 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 and the terms of a Reimbursement Agreement between the Developer and the MBRA. State tax capture requires approval of an Act 381 Work Plan by EGLE for Environmental Eligible Activities, and MSHDA for Housing Development Activities, with exemptions for certain Eligible Activities, including Baseline Environmental Assessment, Due Care Investigation and Planning, and Pre-Demolition Surveys, as well as Asbestos Abatement and Demolition not to exceed \$250,000.

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

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

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

EGLE Department Specific Eligible Activities

1. **Baseline Environmental Assessment (BEA) Activities:** BEA Activities include Phase I Environmental Site Assessments (ESAs), and if necessary, Phase II ESAs, and a Baseline Environmental Assessment to provide an exemption for the developer and assigns from environmental liability for pre-existing contamination. Act 381 includes provisions for Baseline Environmental Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without EGLE approval (Section 13b.(8)(a-b)), as long as included in a subsequent Brownfield Plan.

- A. **Phase I ESA:** A Phase I ESA will be conducted for the parcels consistent with ASTM Standard E1527-21. The Phase I ESA includes a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs).

Other Activities

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

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

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

Interest: Interest has not been included as an Eligible Activity.

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

EGLE Department Specific Eligible Activity Cost

<u>Eligible Activities</u>	Estimated Cost
Baseline Environmental Assessment	<i>\$3,000</i>
EGLE Environmental Eligible Activities Total	<i>\$3,000</i>
Brownfield Plan/Work Plan Development and Approval Cost	<i>\$1,000</i>
Brownfield Plan/Work Plan Implementation Cost	<i>\$1,000</i>
ENVIRONMENTAL ELIGIBLE ACTIVITIES TOTAL	<i>\$5,000</i>

MSDHA Housing Development Eligible Activities

MSHDA Housing Development Eligible Activities are included under this Brownfield Plan under the auspices of Act 381. The MSHDA Housing Development Eligible Activities include Housing Financing Gap.

1. Housing Financing Gap: Act 381 provides for reimbursement from Brownfield TIF revenues of the financing gap between development costs and revenues for housing for qualified households with incomes not more than 120% of the Area Median Income (AMI).

The Chipp Workforce Housing Brownfield Plan includes the following costs related to the financing gap between development costs and revenues for the 14 residential units with 7 at rents at 100% AMI for qualified households of up to 100% AMI and 7 at rents of 120% AMI for qualified households of up to 120% AMI, as required under Act 381.

The proposed Housing Financing Gap is less than calculated under the MSHDA Potential Rent Loss calculation, provided in the Appendix.

Housing Development Eligible Activities	Total
Financing Gap between Development and Qualified Income	\$787,875
TOTAL	\$787,875

Other Activities

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

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

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

Interest: Interest is not included as an Eligible Activity.

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

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

The taxable value as of December 31, 2024 is \$350,00. As provided in this Brownfield Plan, the Initial Taxable Value will be established by the taxable value as of December 31, 2024.

The EGLE Environmental and MSHDA Housing Eligible Activity costs total \$857,875.

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

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

Act 381 provides for the capture of Brownfield Tax Increment Revenues for reasonable and actual administrative and operating expenses of the MBRA with local taxes only, and the cost of development and implementation of Brownfield Plans and Act 381 Work Plans with both local and state taxes. The estimated amount of administrative and operating expenses allocated under this Brownfield Plan is \$34,370 and for Brownfield Plan / Act 381 Work Plan Development and Implementation is \$72,000.

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

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

The amount of tax increment revenue authorized for capture and deposit in the LBRF is currently estimated at \$155,033. All funds, if any, deposited in the LBRF shall be used in accordance with Section 8 of Act 381.

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

The MBRA shall pay to the Department of Treasury at least once annually an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan. If the MBRA pays an amount equal to 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13b(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Brownfield Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Brownfield Plan if the 50% of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381. The estimated allocation to the State Brownfield Redevelopment Fund is \$52,211.

The overall investment for the Project is estimated at over *\$2.66 million*.

Table 2 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property. In addition, 3 mils are captured and distributed to the State for the State Brownfield Redevelopment Fund. In accordance with Act 381, this share does not affect the State and local ratio. The overall contribution of local taxes is consistent with the ratio of captured local taxes (53.50%) to captured State taxes (46.50%). The cash flow analysis for the project indicates payoff of the obligation in *twenty-one (21) years* for Local and State capture from 2026.

Redevelopment of the property is anticipated to be initiated in Late January 2025, with abatement and demolition activities. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is detailed in Table 2.

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

The Eligible Activity Costs will be financed by the Developer. The MBRA will reimburse the Developer for the cost of approved Eligible Activities, but only from tax increment revenues generated and captured from the Eligible Property. No advances have been or shall be made by the City or the MBRA for the costs of Eligible Activities under this Brownfield Plan.

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

The maximum amount of Eligible Activities is anticipated to be **\$807,875**.

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

The anticipated beginning date of capture is 2026, estimated to be the first year tax increment revenues are available. The duration of Brownfield Plan capture will be the time to capture taxes in an amount equal to the Eligible Activity obligation, State Brownfield Fund, Local Brownfield Revolving Fund, and Administrative and Operation Costs. As shown on Table 2, total costs of all Eligible Activities on the property redevelopment are expected to be repaid through tax increment financing in *twenty-one (21) years* for Local and State capture from 2026.

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

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. The taxing jurisdictions will continue to receive their tax allocation for the project once the Brownfield obligation is met and beyond the duration of the Brownfield Plan.

The total tax capture is estimated at **\$790,875** for Eligible Activities, plus **\$72,000** in Brownfield Plan development, approval and implementation, an estimated **\$34,370** in MBRA Administrative and Operating costs, an estimated **\$52,211** for the State Brownfield Fund and an estimated **\$155,033** for the Local Brownfield Revolving Fund for a total capture of **\$1,104,489**. After the Brownfield obligation is met, tax revenues in an amount estimated at **\$82,425** per year on into the future.

2.8 Legal Description, Location, and Determination of Eligibility

MCL 125.2663(2)(h):

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

Parcel Number	Address	Description	Acreage	Qualifying Status
0960040	710 Chippewa Square	CHIPPEWA SQUARE LOT-3, PLUS A 1/6TH INTEREST IN THE "CHIPPEWA SQUARE COMMONS"	0.46	Housing Property

Location: The Eligible Property is located at 710 Chippewa Square in Marquette, Michigan. Figure 1 depicts the location of the Eligible Property and Figure 2 depicts the Eligible Property boundaries.

Eligibility Determination: The property qualifies under the definition of "Housing Property" in Act 381 as property on which 1 or more residential housing units are proposed to be construction.

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 Boundaries

Figure 2.2 Eligible Property Parcel Map

TABLES

Table 1.1 Department Specific Eligible Activities Costs

Table 1.2 Housing Development Eligible Activities Costs

Table 2.1 – Annual Revenue and Brownfield Capture Estimates

Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table

ATTACHMENTS

Attachment A – Brownfield Plan Resolutions

FIGURES



**The Chipp – 710 Chippewa Square
Brownfield Plan/Act 381 Work Plan**

Figure 1: Eligible Property Location Map



City of Marquette Brownfield Redevelopment Authority

**Date:
September 2024**



**The Chipp – 710 Chippewa Square
Brownfield Plan/Act 381 Work Plan**

Figure 2.1: Eligible Property Map



City of Marquette Brownfield Redevelopment Authority

**Date:
September 2024**



**The Chipp – 710 Chippewa Square
Brownfield Plan/Act 381 Work Plan**

Figure 2.2: Eligible Property Parcel Map



City of Marquette Brownfield Redevelopment Authority

**Date:
September 2024**

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Table 1.1 EGLE Environmental Eligible Activities Costs THE CHIPP - 710 CHIPPEWA SQUARE CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY	
EGLE Environmental Eligible Activities	Cost
Department Specific Activities	
<i>BEA Activities</i>	
<i>Phase I ESA</i>	\$3,000
<i>Phase II ESA</i>	
<i>Baseline Environmental Assessment</i>	
<i>BEA Subtotal</i>	\$3,000
EGLE Eligible Activities Subtotal	\$3,000
Brownfield Plan/Act 381 Work Plan Preparation	\$1,000
Brownfield Plan/Act 381 Work Plan Implementation	\$1,000
EGLE Environmental Eligible Activities Total Costs	\$5,000

Table 1.3 MSHDA Housing Development Eligible Activities Costs THE CHIPP - 710 CHIPPEWA SQUARE CITY OF MARQUETTE BROWNFIELD REDEVELOPMENT AUTHORITY	
MSHDA Housing Development Eligible Activities	Cost
Qualified Rehabilitation	
<i>Subtotal</i>	\$0
Public Infrastructure Improvements	
<i>Subtotal</i>	\$0
Demolition	
<i>Subtotal</i>	\$0
Financing Gap	
<i>Financing Gap between Development and Qualified Income</i>	\$787,875
<i>Subtotal</i>	\$787,875
Infrastructure Improvements	
<i>Subtotal</i>	\$0
Site Preparation	
<i>Subtotal</i>	\$0
Property Acquisition/Assistance	\$0
<i>Subtotal</i>	\$0
Private MSHDA Eligible Activities Subtotal	\$787,875
Brownfield Plan/Act 381 Work Plan Preparation	\$25,000
Brownfield Plan/Act 381 Work Plan Implementation	\$45,000
Public Eligible Activities Total	\$70,000
MSHDA Eligible Activities Total Costs	\$857,875

Table 2.1 - Annual Revenue and Brownfield Capture Estimates
The Chipp Brownfield Plan
City of Marquette Brownfield Redevelopment Authority

Percentage Non-Homestead		100.00%																
Estimated Taxable Value (TV) Increase Rate:		2.00%																
Plan Year			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Capture Year			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Revenue Year		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
*Base Taxable Value		\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Annual Value Additions		\$ 1,350,000		\$ 1,350,000	\$ -													
Cumulative Value Additions			\$ -	\$ 1,350,000	\$ 1,377,000	\$ 1,404,540	\$ 1,432,631	\$ 1,461,283	\$ 1,490,509	\$ 1,520,319	\$ 1,550,726	\$ 1,581,740	\$ 1,613,375	\$ 1,645,642	\$ 1,678,555	\$ 1,712,126	\$ 1,746,369	\$ 1,781,296
Estimated New TV		\$ 350,000	\$ 350,000	\$ 1,025,000	\$ 1,038,500	\$ 1,052,270	\$ 1,066,315	\$ 1,080,642	\$ 1,095,255	\$ 1,110,160	\$ 1,125,363	\$ 1,140,870	\$ 1,156,687	\$ 1,172,821	\$ 1,189,278	\$ 1,206,063	\$ 1,223,184	\$ 1,240,648
Incremental Difference (New TV - Base TV)			\$ -	\$ 675,000	\$ 688,500	\$ 702,270	\$ 716,315	\$ 730,642	\$ 745,255	\$ 760,160	\$ 775,363	\$ 790,870	\$ 806,687	\$ 822,821	\$ 839,278	\$ 856,063	\$ 873,184	\$ 890,648
Total School Revenue		Millage Rate																
		42.44%	24.0000	\$ 8,400	\$ 8,400	\$ 24,600	\$ 24,924	\$ 25,254	\$ 25,592	\$ 25,935	\$ 26,286	\$ 26,644	\$ 27,009	\$ 27,381	\$ 27,760	\$ 28,148	\$ 28,543	\$ 28,946
Total Local Revenue		Millage Rate																
		57.56%	32.5560	\$ 11,395	\$ 11,395	\$ 33,370	\$ 33,809	\$ 34,258	\$ 34,715	\$ 35,181	\$ 35,657	\$ 36,142	\$ 36,637	\$ 37,142	\$ 37,657	\$ 38,182	\$ 38,718	\$ 39,265
Total Revenue		Millage Rate																
		56.5560	\$ 19,795	\$ 19,795	\$ 57,970	\$ 58,733	\$ 59,512	\$ 60,307	\$ 61,117	\$ 61,943	\$ 62,786	\$ 63,646	\$ 64,523	\$ 65,418	\$ 66,330	\$ 67,261	\$ 68,210	\$ 69,178
School Capture		Millage Rate	43.02%															
State Education Tax (SET)		25.00%	6.0000	\$ -	\$ -	\$ 4,050	\$ 4,131	\$ 4,214	\$ 4,298	\$ 4,384	\$ 4,472	\$ 4,561	\$ 4,652	\$ 4,745	\$ 4,840	\$ 4,937	\$ 5,036	\$ 5,136
School Operating Tax		75.00%	18.0000	\$ -	\$ -	\$ 12,150	\$ 12,393	\$ 12,641	\$ 12,894	\$ 13,152	\$ 13,415	\$ 13,683	\$ 13,957	\$ 14,236	\$ 14,520	\$ 14,811	\$ 15,107	\$ 15,409
School Total		24.0000	\$ -	\$ -	\$ 16,200	\$ 16,524	\$ 16,854	\$ 17,192	\$ 17,535	\$ 17,886	\$ 18,244	\$ 18,609	\$ 18,981	\$ 19,360	\$ 19,748	\$ 20,143	\$ 20,546	\$ 20,956
Local Capture		Millage Rate	56.98%															
City Operating		55.23%	17.5604	\$ -	\$ -	\$ 11,853	\$ 12,090	\$ 12,332	\$ 12,579	\$ 12,830	\$ 13,087	\$ 13,349	\$ 13,616	\$ 13,888	\$ 14,166	\$ 14,449	\$ 14,738	\$ 15,033
Senior		1.09%	0.3453	\$ -	\$ -	\$ 233	\$ 238	\$ 242	\$ 247	\$ 252	\$ 257	\$ 262	\$ 268	\$ 273	\$ 279	\$ 284	\$ 290	\$ 296
County Operating		16.50%	5.2446	\$ -	\$ -	\$ 3,540	\$ 3,611	\$ 3,683	\$ 3,757	\$ 3,832	\$ 3,909	\$ 3,987	\$ 4,066	\$ 4,148	\$ 4,231	\$ 4,315	\$ 4,402	\$ 4,490
Transit		1.88%	0.5970	\$ -	\$ -	\$ 403	\$ 411	\$ 419	\$ 428	\$ 436	\$ 445	\$ 454	\$ 463	\$ 472	\$ 482	\$ 491	\$ 501	\$ 511
Aging		1.41%	0.4474	\$ -	\$ -	\$ 302	\$ 308	\$ 314	\$ 320	\$ 327	\$ 333	\$ 340	\$ 347	\$ 354	\$ 361	\$ 368	\$ 375	\$ 383
MOE		1.71%	0.5448	\$ -	\$ -	\$ 368	\$ 375	\$ 383	\$ 390	\$ 398	\$ 406	\$ 414	\$ 422	\$ 431	\$ 439	\$ 448	\$ 457	\$ 466
Dispatch		1.56%	0.4970	\$ -	\$ -	\$ 335	\$ 342	\$ 349	\$ 356	\$ 363	\$ 370	\$ 378	\$ 385	\$ 393	\$ 401	\$ 409	\$ 417	\$ 425
Rescue		0.48%	0.1525	\$ -	\$ -	\$ 103	\$ 105	\$ 107	\$ 109	\$ 111	\$ 114	\$ 116	\$ 118	\$ 121	\$ 123	\$ 125	\$ 128	\$ 131
Veterans		0.31%	0.1000	\$ -	\$ -	\$ 68	\$ 69	\$ 70	\$ 72	\$ 73	\$ 75	\$ 76	\$ 78	\$ 79	\$ 81	\$ 82	\$ 84	\$ 86
Heritage Trail		0.62%	0.1970	\$ -	\$ -	\$ 133	\$ 136	\$ 138	\$ 141	\$ 144	\$ 147	\$ 150	\$ 153	\$ 156	\$ 159	\$ 162	\$ 165	\$ 169
Library		4.63%	1.4714	\$ -	\$ -	\$ 993	\$ 1,013	\$ 1,033	\$ 1,054	\$ 1,075	\$ 1,097	\$ 1,118	\$ 1,141	\$ 1,164	\$ 1,187	\$ 1,211	\$ 1,235	\$ 1,260
ISD		11.65%	3.7030	\$ -	\$ -	\$ 2,500	\$ 2,550	\$ 2,601	\$ 2,653	\$ 2,706	\$ 2,760	\$ 2,815	\$ 2,871	\$ 2,929	\$ 2,987	\$ 3,047	\$ 3,108	\$ 3,170
MAPS Sinking Fund		2.94%	0.9340	\$ -	\$ -	\$ 630	\$ 643	\$ 656	\$ 669	\$ 682	\$ 696	\$ 710	\$ 724	\$ 739	\$ 753	\$ 769	\$ 784	\$ 800
Local Total		100.00%	31.7944	\$ -	\$ -	\$ 21,461	\$ 21,890	\$ 22,328	\$ 22,775	\$ 23,230	\$ 23,695	\$ 24,169	\$ 24,652	\$ 25,145	\$ 25,648	\$ 26,161	\$ 26,684	\$ 27,218
Total Capture		Millage Rate	0.2394															
TOTAL		55.7944	\$ -	\$ -	\$ 37,661	\$ 38,414	\$ 39,183	\$ 39,966	\$ 40,766	\$ 41,581	\$ 42,413	\$ 43,261	\$ 44,126	\$ 45,009	\$ 45,909	\$ 46,827	\$ 47,764	\$ 48,719
Non-Capturable Millages		Millage Rate	65.40%															
Library Debt		0.3816	\$ -	\$ -	\$ 258	\$ 263	\$ 268	\$ 273	\$ 279	\$ 284	\$ 290	\$ 296	\$ 302	\$ 308	\$ 314	\$ 320	\$ 327	\$ 333
MAPS Debt		0.3800	\$ -	\$ -	\$ 257	\$ 262	\$ 267	\$ 272	\$ 278	\$ 283	\$ 289	\$ 295	\$ 301	\$ 307	\$ 313	\$ 319	\$ 325	\$ 332
		56.5560	\$ -	\$ -	\$ 514	\$ 524	\$ 535	\$ 546	\$ 556	\$ 568	\$ 579	\$ 591	\$ 602	\$ 614	\$ 627	\$ 639	\$ 652	\$ 665

Table 2.1 - Annual Revenue and Brownfield Capture Estimates
The Chipp Brownfield Plan
City of Marquette Brownfield Redevelopment Authority

Percentage Non-Homestead		100.00%																
Estimated Taxable Value (TV) Increase Rate:		2.00%																
Plan Year		17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTALS	
Capture Year		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
Revenue Year		2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055		
*Base Taxable Value	\$	350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000		
Annual Value Additions	\$ 1,350,000																	
Cumulative Value Additions	\$	1,816,922	\$ 1,853,261	\$ 1,890,326	\$ 1,928,132	\$ 1,966,695	\$ 2,006,029	\$ 2,046,150	\$ 2,087,073	\$ 2,128,814	\$ 2,171,390	\$ 2,214,818	\$ 2,259,114	\$ 2,304,297	\$ 2,350,383	\$ 2,397,390		
Estimated New TV	\$	1,258,461	\$ 1,276,630	\$ 1,295,163	\$ 1,314,066	\$ 1,333,348	\$ 1,353,014	\$ 1,373,075	\$ 1,393,536	\$ 1,414,407	\$ 1,435,695	\$ 1,457,409	\$ 1,479,557	\$ 1,502,148	\$ 1,525,191	\$ 1,548,695		
Incremental Difference (New TV - Base TV)	\$	908,461	\$ 926,630	\$ 945,163	\$ 964,066	\$ 983,348	\$ 1,003,014	\$ 1,023,075	\$ 1,043,536	\$ 1,064,407	\$ 1,085,695	\$ 1,107,409	\$ 1,129,557	\$ 1,152,148	\$ 1,175,191	\$ 1,198,695		
Total School Revenue	Millage Rate																	
42.44%	24.0000	\$ 30,203	\$ 30,639	\$ 31,084	\$ 31,538	\$ 32,000	\$ 32,472	\$ 32,954	\$ 33,445	\$ 33,946	\$ 34,457	\$ 34,978	\$ 35,509	\$ 36,052	\$ 36,605	\$ 37,169	\$ 926,003	
Total Local Revenue	Millage Rate																	
57.56%	32.5560	\$ 40,970	\$ 41,562	\$ 42,165	\$ 42,781	\$ 43,408	\$ 44,049	\$ 44,702	\$ 45,368	\$ 46,047	\$ 46,740	\$ 47,447	\$ 48,168	\$ 48,904	\$ 49,654	\$ 50,419	\$ 1,256,123	
Total Revenue	Millage Rate																	
56.5560		\$ 71,174	\$ 72,201	\$ 73,249	\$ 74,318	\$ 75,409	\$ 76,521	\$ 77,656	\$ 78,813	\$ 79,993	\$ 81,197	\$ 82,425	\$ 83,678	\$ 84,956	\$ 86,259	\$ 87,588	\$ 2,182,126	
School Capture	Millage Rate																	
State Education Tax (SET)	25.00%	6.0000	\$ 5,451	\$ 5,560	\$ 5,671	\$ 5,784	\$ 5,900	\$ 6,018	\$ 6,138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,561	
School Operating Tax	75.00%	18.0000	\$ 16,352	\$ 16,679	\$ 17,013	\$ 17,353	\$ 17,700	\$ 18,054	\$ 18,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 331,683	
School Total	24.0000	\$ 21,803	\$ 22,239	\$ 22,684	\$ 23,138	\$ 23,600	\$ 24,072	\$ 24,554									\$ 442,244	
Local Capture	Millage Rate																	
City Operating	55.23%	17.5604	\$ 15,953	\$ 16,272	\$ 16,597	\$ 16,929	\$ 17,268	\$ 17,613	\$ 17,966	\$ 18,325	\$ 18,691	\$ 19,065	\$ -	\$ -	\$ -	\$ -	\$ 379,664	
Senior	1.09%	0.3453	\$ 314	\$ 320	\$ 326	\$ 333	\$ 340	\$ 346	\$ 353	\$ 360	\$ 368	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ 7,466	
County Operating	16.50%	5.2446	\$ 4,765	\$ 4,860	\$ 4,957	\$ 5,056	\$ 5,157	\$ 5,260	\$ 5,366	\$ 5,473	\$ 5,582	\$ 5,694	\$ -	\$ -	\$ -	\$ -	\$ 113,391	
Transit	1.88%	0.5970	\$ 542	\$ 553	\$ 564	\$ 576	\$ 587	\$ 599	\$ 611	\$ 623	\$ 635	\$ 648	\$ -	\$ -	\$ -	\$ -	\$ 12,907	
Aging	1.41%	0.4474	\$ 406	\$ 415	\$ 423	\$ 431	\$ 440	\$ 449	\$ 458	\$ 467	\$ 476	\$ 486	\$ -	\$ -	\$ -	\$ -	\$ 9,673	
MOE	1.71%	0.5448	\$ 495	\$ 505	\$ 515	\$ 525	\$ 536	\$ 546	\$ 557	\$ 569	\$ 580	\$ 591	\$ -	\$ -	\$ -	\$ -	\$ 11,779	
Dispatch	1.56%	0.4970	\$ 452	\$ 461	\$ 470	\$ 479	\$ 489	\$ 498	\$ 508	\$ 519	\$ 529	\$ 540	\$ -	\$ -	\$ -	\$ -	\$ 10,745	
Rescue	0.48%	0.1525	\$ 139	\$ 141	\$ 144	\$ 147	\$ 150	\$ 153	\$ 156	\$ 159	\$ 162	\$ 166	\$ -	\$ -	\$ -	\$ -	\$ 3,297	
Veterans	0.31%	0.1000	\$ 91	\$ 93	\$ 95	\$ 96	\$ 98	\$ 100	\$ 102	\$ 104	\$ 106	\$ 109	\$ -	\$ -	\$ -	\$ -	\$ 2,162	
Heritage Trail	0.62%	0.1970	\$ 179	\$ 183	\$ 186	\$ 190	\$ 194	\$ 198	\$ 202	\$ 206	\$ 210	\$ 214	\$ -	\$ -	\$ -	\$ -	\$ 4,259	
Library	4.63%	1.4714	\$ 1,337	\$ 1,363	\$ 1,391	\$ 1,419	\$ 1,447	\$ 1,476	\$ 1,505	\$ 1,535	\$ 1,566	\$ 1,597	\$ -	\$ -	\$ -	\$ -	\$ 31,812	
ISD	11.65%	3.7030	\$ 3,364	\$ 3,431	\$ 3,500	\$ 3,570	\$ 3,641	\$ 3,714	\$ 3,788	\$ 3,864	\$ 3,941	\$ 4,020	\$ -	\$ -	\$ -	\$ -	\$ 80,061	
MAPS Sinking Fund	2.94%	0.9340	\$ 849	\$ 865	\$ 883	\$ 900	\$ 918	\$ 937	\$ 956	\$ 975	\$ 994	\$ 1,014	\$ -	\$ -	\$ -	\$ -	\$ 20,194	
Local Total	100.00%	\$ 31,7944	\$ 28,884	\$ 29,462	\$ 30,051	\$ 30,652	\$ 31,265	\$ 31,890	\$ 32,528	\$ 33,179	\$ 33,842	\$ 34,519					\$ 687,409	
Total Capture	Millage Rate																	
TOTAL	55.7944	\$ 50,687	\$ 51,701	\$ 52,735	\$ 53,789	\$ 54,865	\$ 55,963	\$ 57,082	\$ 33,179	\$ 33,842	\$ 34,519	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,129,653	
Non-Capturable Millages	Millage Rate																	
Library Debt	0.3816	\$ 347	\$ 354	\$ 361	\$ 368	\$ 375	\$ 383	\$ 390	\$ 398	\$ 406	\$ 414	\$ 423	\$ 431	\$ 440	\$ 448	\$ 457	\$ 10,450	
MAPS Debt	0.3800	\$ 345	\$ 352	\$ 359	\$ 366	\$ 374	\$ 381	\$ 389	\$ 397	\$ 404	\$ 413	\$ 421	\$ 429	\$ 438	\$ 447	\$ 456	\$ 10,406	
	56.5560	\$ 692	\$ 706	\$ 720	\$ 734	\$ 749	\$ 764	\$ 779	\$ 795	\$ 811	\$ 827	\$ 843	\$ 860	\$ 877	\$ 895	\$ 913	\$ 20,855	

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
The Chipp Brownfield Plan
City of Marquette Brownfield Redevelopment Authority

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Local-Only Taxes	Total
State	43.0%	\$ 371,166	\$ 52,211	\$ -		\$ 423,377
Local	57.0%	\$ 491,709	\$ -	\$ 155,033	\$ 34,370	\$ 681,112
TOTAL	100.0%	\$ 862,875	\$ 52,211	\$ 155,033		\$ 1,104,489
EGLE Environmental		\$ 5,000				
MSF Non-Environmental		\$ -				
MSHDA Housing		\$ 857,875				
TOTAL		\$ 862,875				

Estimated Total	
Years of Capture:	
Local Eligible Activities	21
State Eligible Activities	21
LBRF	25

Estimated Capture	\$ 862,875
Administrative Fees	\$ 34,370
State Revolving Fund	\$ 52,211
LBRF	\$ 155,033
TOTAL	\$ 1,104,489

Plan Year	1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16	
Capture Year	1		1		2		3		4		5		6		7		8		9		10		11		12		13		14		15	
Calendar Year	notes		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040													
Total State Incremental Revenue			\$ -	\$ -	\$ 16,200	\$ 16,524	\$ 16,854	\$ 17,192	\$ 17,535	\$ 17,886	\$ 18,244	\$ 18,609	\$ 18,981	\$ 19,360	\$ 19,748	\$ 20,143	\$ 20,546	\$ 20,956	\$ 21,376													
State Brownfield Revolving Fund (50% of SET)	\$ 52,211	\$ -	\$ -	\$ -	\$ 2,025	\$ 2,066	\$ 2,107	\$ 2,149	\$ 2,192	\$ 2,236	\$ 2,280	\$ 2,326	\$ 2,373	\$ 2,420	\$ 2,468	\$ 2,518	\$ 2,568	\$ 2,620	\$ 2,672													
LBRF Allocation	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -													
State TIR Available for Reimbursement			\$ -	\$ -	\$ 14,175	\$ 14,459	\$ 14,748	\$ 15,043	\$ 15,343	\$ 15,650	\$ 15,963	\$ 16,283	\$ 16,608	\$ 16,940	\$ 17,279	\$ 17,625	\$ 17,977	\$ 18,337	\$ 18,704													
Total Local Incremental Revenue			\$ -	\$ -	\$ 21,461	\$ 21,890	\$ 22,328	\$ 22,775	\$ 23,230	\$ 23,695	\$ 24,169	\$ 24,652	\$ 25,145	\$ 25,648	\$ 26,161	\$ 26,684	\$ 27,218	\$ 27,762	\$ 28,318													
BRA Administrative Fee	5%	\$ 34,370	\$ -	\$ -	\$ 1,073	\$ 1,095	\$ 1,116	\$ 1,139	\$ 1,162	\$ 1,185	\$ 1,208	\$ 1,233	\$ 1,257	\$ 1,282	\$ 1,308	\$ 1,334	\$ 1,361	\$ 1,388	\$ 1,416													
LBRF Allocation	5%	\$ 155,032	\$ -	\$ -	\$ 1,073	\$ 1,095	\$ 1,116	\$ 1,139	\$ 1,162	\$ 1,185	\$ 1,208	\$ 1,233	\$ 1,257	\$ 1,282	\$ 1,308	\$ 1,334	\$ 1,361	\$ 1,388	\$ 1,416													
Local TIR Available for Reimbursement			\$ -	\$ -	\$ 19,315	\$ 19,701	\$ 20,095	\$ 20,497	\$ 20,907	\$ 21,325	\$ 21,752	\$ 22,187	\$ 22,631	\$ 23,083	\$ 23,545	\$ 24,016	\$ 24,496	\$ 24,986	\$ 25,486													
Total State & Local TIR Available			\$ -	\$ -	\$ 33,490	\$ 34,160	\$ 34,843	\$ 35,540	\$ 36,251	\$ 36,976	\$ 37,715	\$ 38,470	\$ 39,239	\$ 40,024	\$ 40,824	\$ 41,641	\$ 42,474	\$ 43,323	\$ 44,189													
REIMBURSEMENT	Beginning Balance		\$ 790,875																													
Reimbursement	Phase I		\$ -	\$ -	\$ 30,696	\$ 31,310	\$ 31,936	\$ 32,574	\$ 33,226	\$ 33,890	\$ 34,568	\$ 35,260	\$ 35,965	\$ 36,684	\$ 37,418	\$ 38,166	\$ 38,929	\$ 39,708	\$ 40,502													
Reimbursement Balance			\$ 790,875	\$ 790,875	\$ 760,179	\$ 728,870	\$ 696,934	\$ 664,360	\$ 631,134	\$ 597,243	\$ 562,675	\$ 527,415	\$ 491,451	\$ 454,767	\$ 417,349	\$ 379,183	\$ 340,253	\$ 300,545	\$ 260,043													
MBRA IMPLEMENTATION	Beginning Balance		\$ 72,000																													
GTCBRA Reimbursement			\$ -	\$ -	\$ 2,794	\$ 2,850	\$ 2,907	\$ 2,966	\$ 3,025	\$ 3,085	\$ 3,147	\$ 3,210	\$ 3,274	\$ 3,340	\$ 3,406	\$ 3,475	\$ 3,544	\$ 3,615	\$ 3,687													
GTCBRA Reimbursement Balance			\$ 72,000	\$ 72,000	\$ 69,206	\$ 66,355	\$ 63,448	\$ 60,482	\$ 57,457	\$ 54,372	\$ 51,225	\$ 48,015	\$ 44,741	\$ 41,401	\$ 37,995	\$ 34,520	\$ 30,976	\$ 27,361	\$ 23,674													
EGLE Environmental Costs			\$ 5,000	\$ -	\$ 194	\$ 198	\$ 202	\$ 206	\$ 210	\$ 214	\$ 219	\$ 223	\$ 227	\$ 232	\$ 237	\$ 241	\$ 246	\$ 251	\$ 256													
State Tax Reimbursement	0.58%		\$ 2,151	\$ -	\$ 82	\$ 84	\$ 85	\$ 87	\$ 89	\$ 91	\$ 93	\$ 94	\$ 96	\$ 98	\$ 100	\$ 102	\$ 104	\$ 106	\$ 108													
Local Tax Reimbursement	0.58%		\$ 2,849	\$ -	\$ 112	\$ 114	\$ 116	\$ 119	\$ 121	\$ 124	\$ 126	\$ 129	\$ 131	\$ 134	\$ 136	\$ 139	\$ 142	\$ 145	\$ 148													
Total EGLE Reimbursement Balance			\$ 5,000	\$ 4,806	\$ 4,608	\$ 4,406	\$ 4,200	\$ 3,990	\$ 3,776	\$ 3,557	\$ 3,334	\$ 3,107	\$ 2,875	\$ 2,639	\$ 2,397	\$ 2,151	\$ 1,900	\$ 1,644														
State EGLE Balance to Be Reimbursed			\$ 2,151	\$ 2,069	\$ 1,985	\$ 1,899	\$ 1,812	\$ 1,723	\$ 1,633	\$ 1,540	\$ 1,446	\$ 1,350	\$ 1,251	\$ 1,151	\$ 1,049	\$ 945	\$ 839	\$ 730														
Local EGLE Balance to Be Reimbursed			\$ 2,849	\$ 2,737	\$ 2,623	\$ 2,507	\$ 2,388	\$ 2,267	\$ 2,143	\$ 2,017	\$ 1,889	\$ 1,757	\$ 1,624	\$ 1,487	\$ 1,348	\$ 1,206	\$ 1,061	\$ 914														
MSHDA Housing Development Costs			\$ 857,875	\$ -	\$ 33,296	\$ 33,962	\$ 34,641	\$ 35,334	\$ 36,041	\$ 36,762	\$ 37,497	\$ 38,247	\$ 39,012	\$ 39,792	\$ 40,588	\$ 41,399	\$ 42,227	\$ 43,072	\$ 43,933													
State Tax Reimbursement	99.42%		\$ 369,016	\$ -	\$ 14,093	\$ 14,375	\$ 14,662	\$ 14,955	\$ 15,255	\$ 15,560	\$ 15,871	\$ 16,188	\$ 16,512	\$ 16,842	\$ 17,179	\$ 17,523	\$ 17,873	\$ 18,231	\$ 18,595													
Local Tax Reimbursement	99.42%		\$ 488,859	\$ -	\$ 19,203	\$ 19,587	\$ 19,979	\$ 20,379	\$ 20,786	\$ 21,202	\$ 21,626	\$ 22,058	\$ 22,500	\$ 22,950	\$ 23,409	\$ 23,877	\$ 24,354	\$ 24,841	\$ 25,338													
Total MSHDA Reimbursement Balance			\$ 857,875	\$ 824,579	\$ 790,617	\$ 755,976	\$ 720,642	\$ 684,601	\$ 647,840	\$ 610,343	\$ 572,096	\$ 533,085	\$ 493,293	\$ 452,705	\$ 411,306	\$ 369,078	\$ 326,006	\$ 282,073														
State MSHDA Balance to Be Reimbursed			\$ 369,016	\$ 354,923	\$ 340,548	\$ 325,886	\$ 310,930	\$ 295,676	\$ 280,116	\$ 264,245	\$ 248,057	\$ 231,545	\$ 214,703	\$ 197,524	\$ 180,001	\$ 162,128	\$ 143,897	\$ 125,302														
Local MSHDA Balance to Be Reimbursed			\$ 488,859	\$ 469,656	\$ 450,069	\$ 430,090	\$ 409,712	\$ 388,925	\$ 367,724	\$ 346,098	\$ 324,039	\$ 301,540	\$ 278,590	\$ 255,181	\$ 231,305	\$ 206,950	\$ 182,109	\$ 156,771														
Local Only Costs	3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -													
Local Tax Reimbursement																																
Total Local Only Reimbursement Balance			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -													
Total Annual Reimbursement			\$ -	\$ 33,490	\$ 34,160	\$ 34,843	\$ 35,540	\$ 36,251	\$ 36,976	\$ 37,715	\$ 38,470	\$ 39,239	\$ 40,024	\$ 40,824	\$ 41,641	\$ 42,474	\$ 43,323	\$ 44,189														

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
The Chipp Brownfield Plan
City of Marquette Brownfield Redevelopment Authority

Local and State Brownfield TIF Capture Ends								LBRF Capture Ends							
Plan Year	17	18	19	20	21	22		23	24	25	26	27	28	29	30
Capture Year	16	17	18	19	20	21		22	23	24	25	26	27	28	29
Calendar Year	2041	2042	2043	2044	2045	2046		2047	2048	2049	2050	2051	2052	2053	2054
Total State Incremental Revenue	\$ 21,803	\$ 22,239	\$ 22,684	\$ 23,138	\$ 23,600	\$ 24,072		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Brownfield Revolving Fund (50% of SET)	\$ 2,725	\$ 2,780	\$ 2,835	\$ 2,892	\$ 2,950	\$ 3,009									
LBRF Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
State TIR Available for Reimbursement	\$ 19,078	\$ 19,459	\$ 19,848	\$ 20,245	\$ 20,650	\$ 21,063		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Incremental Revenue	\$ 28,884	\$ 29,462	\$ 30,051	\$ 30,652	\$ 31,265	\$ 31,890		\$ 32,528	\$ 33,179	\$ 33,842	\$ 34,519				
BRA Administrative Fee	\$ 1,444	\$ 1,473	\$ 1,503	\$ 1,533	\$ 1,563	\$ 1,595		\$ 1,626	\$ 1,659	\$ 1,692	\$ 1,726				
LBRF Allocation	\$ 1,444	\$ 1,473	\$ 1,503	\$ 1,533	\$ 1,563	\$ 1,595		\$ 30,902	\$ 31,520	\$ 32,150	\$ 32,793				
Local TIR Available for Reimbursement	\$ 25,996	\$ 26,515	\$ 27,046	\$ 27,587	\$ 28,138	\$ 28,701		\$ -	\$ -	\$ -	\$ -				
Total State & Local TIR Available	\$ 45,073	\$ 45,975	\$ 46,894	\$ 47,832	\$ 48,789	\$ 49,765		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REIMBURSEMENT	92%	92%	92%	92%	92%	92%		0%	0%	0%	0%	0%	92%	92%	0%
Reimbursement	\$ 41,312	\$ 42,139	\$ 42,981	\$ 43,841	\$ 44,718	\$ 45,052		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursement Balance	\$ 218,731	\$ 176,592	\$ 133,611	\$ 89,770	\$ 45,052	\$ 0		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
MBRA IMPLEMENTATION	8%	8%	8%	8%	8%	8%		0%							
GTCBRA Reimbursement	\$ 3,761	\$ 3,836	\$ 3,913	\$ 3,991	\$ 4,068	\$ 4,104		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GTCBRA Reimbursement Balance	\$ 19,913	\$ 16,077	\$ 12,164	\$ 8,173	\$ 4,104	\$ 0		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
EGLE Environmental Costs	\$ 261	\$ 266	\$ 272	\$ 277	\$ 283	\$ 285		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 111	\$ 113	\$ 115	\$ 117	\$ 120	\$ 155		\$ -							
Local Tax Reimbursement	\$ 151	\$ 154	\$ 157	\$ 160	\$ 163	\$ 130		\$ -							
Total EGLE Reimbursement Balance	\$ 1,383	\$ 1,116	\$ 845	\$ 568	\$ 285	(0)		\$ (0)							
State EGLE Balance to Be Reimbursed	\$ 620	\$ 507	\$ 392	\$ 275	\$ 155	(0)		\$ (0)							
Local EGLE Balance to Be Reimbursed	\$ 763	\$ 609	\$ 453	\$ 293	\$ 130	(0)		\$ (0)							
MSHDA Housing Development Costs	\$ 44,812	\$ 45,708	\$ 46,622	\$ 47,555	\$ 48,506	\$ 48,869		\$ -							
State Tax Reimbursement	\$ 18,967	\$ 19,346	\$ 19,733	\$ 20,128	\$ 20,531	\$ 26,596		\$ -							
Local Tax Reimbursement	\$ 25,845	\$ 26,362	\$ 26,889	\$ 27,427	\$ 27,975	\$ 22,273		\$ -							
Total MSHDA Reimbursement Balance	\$ 237,261	\$ 191,552	\$ 144,930	\$ 97,375	\$ 48,869	(0)		\$ (0)							
State MSHDA Balance to Be Reimbursed	\$ 106,335	\$ 86,988	\$ 67,255	\$ 47,127	\$ 26,596	(0)		\$ (0)							
Local MSHDA Balance to Be Reimbursed	\$ 130,926	\$ 104,564	\$ 77,675	\$ 50,248	\$ 22,273	(0)		\$ (0)							
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement															
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Reimbursement	\$ 45,073	\$ 45,975	\$ 46,894	\$ 47,832	\$ 48,789	\$ 49,155		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RESOLUTION
Brownfield Plan – The Chipp Workforce Housing
City of Marquette Brownfield Redevelopment Authority

At a regular meeting of the City of Marquette Brownfield Redevelopment Authority of Marquette, Michigan, held at the Marquette Municipal Service Center, 1100 Wright Street, Marquette, Michigan on September 25, 2024 at 9:00 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, historic or housing 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 that outlines the qualifications, costs, impacts, and incentives has been prepared and submitted for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan for the redevelopment of the 710 Chippewa Square from commercial to residential use for workforce housing called "The Chipp" developed by SLA Property LLC of Marquette; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed The Chipp Workforce Housing Brownfield Plan at a regular meeting on September 25, 2024 and found that the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of providing workforce housing, increased private investment, and increased property taxes; and

Whereas a public hearing on the Brownfield Plan is anticipated to be held on the regular meeting of the Marquette City Commission on October 28, 2024 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 for the Chipp subject to final review and approval by the Executive Director, and recommends approval by the Marquette City Commission; and

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

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

Yes: _____

No: _____

Resolution duly adopted

Callie New, Chair, City of Marquette
Brownfield Redevelopment Authority

Certified to be a true copy

Date

Matt Tuccini, Secretary



RESOLUTION
Brownfield Plan Approval
The Chipp Workforce Housing
710 Chippewa Square

At a regular meeting of the Marquette City Commission held at Marquette City Hall, 300 W. Baraga Avenue, Marquette, Michigan on October 28, 2024 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 that outlines the qualifications, costs, impacts, and incentives has been prepared and submitted for reimbursement from Brownfield Tax Increment Revenues with the adoption of the Brownfield Plan for the redevelopment of the 710 Chippewa Square from commercial to residential use for workforce housing called "The Chipp" developed by SLA Property LLC of Marquette; and

Whereas the City of Marquette Brownfield Redevelopment Authority reviewed the Brownfield Plan and determined the Brownfield Plan meets the requirements of Act 381 and constitutes a public purpose of providing workforce housing, increased private investment, and increased property taxes; and

Whereas the City of Marquette Brownfield Redevelopment Authority approved the Brownfield Plan at a regular meeting on September 25, 2024 and provided a recommendation to the Marquette City Commission to approve the Brownfield Plan; and

Whereas a public hearing on the Brownfield Plan was held on October 28, 2024, 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 and finds, in accordance with the requirements of Section 14 of Act 381 that:

- (a) The Brownfield Plan constitutes a public purpose of providing workforce housing, increased private investment, and increased property taxes;

- (b) The Brownfield Plan meets the requirements of Sections 13 and 13b of Act 381, Brownfield Plan Provisions as described in the Brownfield Plan, 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 SLA Properties LLC for private Eligible Activities is feasible, as described in Section 2.4 of the Brownfield Plan;
- (d) The costs of Eligible Activities proposed are reasonable and necessary to carry out the purposes of Act 381, including environmental due diligence and due care activities, meeting regulatory requirements for lead and asbestos inspection and if necessary, abatement prior to demolition, demolition, site preparation, infrastructure, and housing financing gap 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 is reasonable, as calculated in Table 2.1 and 2.2 of the Brownfield Plan, 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 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 for The Chipp.

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

Sally Davis, 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: 10/28/2024

Consent Agenda

Approve the minutes of the October 15, 2024 Commission work session

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 10-15-24 WS Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Agenda City Commission

WORK SESSION

Tuesday, October 15, 2024

4:30 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Mayor Davis and Mayor Pro-Tem Hanley. Commissioners Larson, Mayer, Schloegel. Absent: Commissioners Ottaway and Smith. Commissioner Schloegel moved to excuse Commissioners Ottaway and Smith for personal reasons, seconded by Commissioner Larson and Carried Unanimously.

Announcements

The Mayor had no announcements.

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

There was no public comment.

1. Request to Establish Industrial Development District - Able Medical Devices

Steve Hicks, CEO of Longyear/Able Medical provided the City Commission with an overview of the development of Able Medical located off of highway M-553. Longyear/Able Medical requested the city create an industrial development district for the site with the intent to apply for a tax abatement in accordance with PA 198 of 1974 Industrial Facilities Tax Exemption.

In addition to Hicks, representatives from the Lake Superior Community Partnership and Michigan Economic Development Corporation were also in attendance to answer questions regarding the economic development priorities of the region and state.

Following opening statement from Hicks City Manager Kovacs gave a brief presentation. She explained the purpose of PA 198 of 1974 is to provide incentives for eligible businesses to make investments in Michigan. She highlighted the City's previous tax abatements for Pioneer Surgical. Her presentation concluded with points of consideration including financial impact, economic impact, and state support.

The meeting was then opened to the Commission for questions and discussion.

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

Geraldine Nault stated public education will be important if the Commission decides to move forward with the creation of an Industrial Development District.

Adjournment

The meeting was adjourned at 5:15 p.m.

Sally Davis, Mayor

Rachel Quayle, Deputy 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: 10/28/2024

Consent Agenda

Approve the minutes of the October 15, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 10-15-24 Minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Tuesday, October 15, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

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

Absent: Ottaway

Commissioner Schloegel moved to excuse the absence of Commissioner Ottaway due to his career taking him to hurricane struck areas, seconded by Commissioner Mayer and Carried Unanimously.

Approval of the Agenda

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

Announcements

The Mayor announced that early voting will begin October 26 and run through November 3; stating city residents can vote early at the Peter White Public Library between 8 a.m. and 4 p.m. each day.

She also mentioned Tourist Park will be opening as a dog park and individuals looking to use the park should be sure to have their dog licensed and to purchase a park pass.

Boards and Committees

1. Appointment(s)

Julie Benda to the Traffic/Parking Advisory Committee for an unexpired term ending 05-30-26.

Mayor Pro Tem Jessica Hanley moved to Approve the appointment of Julie Benda to the Traffic/Parking Advisory Committee for an unexpired term ending 05-30-26, seconded by Commissioner Paul Schloegel and Carried Unanimously.

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

Valarie Olsen, Lynn Barbieri, Gayle Marjineimi, Gwynn Storm, and William Rusnack all

shared their opinion on the fluoridation of the City's water supply. Geraldine Nault thanked the City Commission for the opportunity to participate in the Citizens Academy and encouraged others to participate in the future. Sarah Mittlefeldt and Cary Gottlieb representing the Planning Commission showed support of the Community Master Plan and made themselves available to answer any questions.

Presentation(s)

2. Certificate of Appreciation - Detective Captain Greg Kinonen

Police Chief Ryan Grim presented Detective Captain Greg Kinonen with a Certificate of Appreciation for his 27 years of service to the City.

3. Marquette Area Wastewater Treatment Advisory Board, by Deputy City Manager Sean Hobbins

Deputy City Manager Sean Hobbins provided an annual update to the Commission regarding the Marquette Area Wastewater Treatment Advisory Board, highlighting the ongoing work of the solids handling improvement project and recent facility updates.

4. Consent Agenda - Roll Call Vote

Commissioner Jennifer Smith moved to Approve the consent agenda as presented, seconded by Commissioner Cody Mayer and Carried Unanimously by Roll Call Vote.

4.a. Approve the minutes of the September 30, 2024 regular Commission meeting

4.b. Approve the total bills payable in the amount of \$2,306,984.60

4.c. Application for License to Use City Property Adjacent to 700 S. Lakeshore Boulevard

4.d. Co-Generation Maintenance Services

4.e. EV Charging Station Lease

4.f. Marquette Junior Hockey Corporation - Concession Lease Agreement

4.g. Professional Services Contract - Water Plant Improvement

4.h. Schedule Public Hearing- The Chipp Workforce Housing Brownfield Plan- Roll Call Vote

4.i. Superior Hills Association of Parents and Educators Non-Profit Status - Roll Call Vote

4.j. Upper Peninsula Community Rowing Club - Facility Lease

New Business

5. Resolution to Approve and Adopt the Community Master Plan - Roll Call Vote

Planning Commission Chair Sarah Mittlefeldt was given privilege comment to speak on the public process and the Planning Commission's role in drafting the Community Master Plan.

Commissioner Michael Larson moved to adopt the Resolution to Approve and Adopt the Community Master Plan, seconded by Commissioner Cody Mayer.

Commissioners shared a general sense of enthusiasm over the Community Master Plan and appreciation toward the Planning Commission and staff for their efforts. Thanks was given to the public for their participation in the process.

The motion 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.

There was no public comment.

Comments from the Commission

Mayor ProTem Hanley thanked Kinonen for his service to Marquette. She highlighted the productive day between the work session and regular meeting.

Commissioner Schloegel acknowledged the recent celebrations of the grand opening of the all-inclusive park and Indigenous People's Day. He also encouraged people to get their passes to the off-leash dog park as means to better track the usage of the park.

Commissioner Smith recognized those who came and spoke at public comment on the fluoridation of city water. She stated this topic has been discussed and the city has no intention of changing their water treatment process unless there is a change with the state or the federal government. She thanked Geraldine Nault for her positive comments regarding the Citizens Academy. Lastly, she thanked members of the Planning Commission who were in attendance for their work with the Community Master Plan.

Commissioner Larson stated he had the pleasure to attend the 27th annual art awards and thanked the Planning Commission on their work on the Community Master Plan

Commissioner Mayer had no comment.

Mayor Davis thanked the Planning Commission and staff for their work and dedication putting together the Community Mater Plan. She also commented on the many events that had taken place in the community over the past several days, recognizing how wonderful it is for so many people to gather safely and enjoy these events without incidents.

Comments from the City Manager

City Manager Kovacs pointed out pet licenses and off-leash park pass will be unable to be purchase at the City Clerk's office between October 28 and November 5 due to office staff dedicating their resources to the upcoming election. She also provided dates

and guidelines for fall brush and leaf collection.

Adjournment

The meeting was adjourned at 6:48 p.m.

Sally Davis, 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: 10/28/2024

Consent Agenda

AWH Change Order - Presque Isle Bandshell Design

BACKGROUND:

At the March 25, 2024 regular meeting, the City Commission awarded the design contract for the Presque Isle Bandshell to AWH Architects, LLC of Minneapolis, Minnesota in the amount of \$99,760.

Based on size and scope of the project approaching \$1.9 million, the time required for construction document design has increased by \$7,800 or 40 hours. Additionally, a 3D rendering for fundraising purposes has added another \$6,120 and geotechnical assessment in the amount of \$7,380. The total for change order 1 is \$21,300.

FISCAL EFFECT:

A budget amendment will be required.

RECOMMENDATION:

Approve change order 1 with AWH Architects in the amount of \$21,300 and authorize the City Manager or her designee to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Change Order 1

Peg Hirvonen Bandshell
10/21/2024

Add Service 01
(via email)

City of Marquette,

The Peg Hirvonen Bandshell original RFP and AWH design team budget was based upon a structure with an estimated construction cost of \$1M. After collaborative design efforts, the current construction cost estimates for the proposed bandshell are approximately \$1.9M. Due to scope changes and requests for additional documents to support needed fundraising, AWH would like to propose the following add service fees.

Additional Construction Document design time:

(Current CD fee in RFP: \$21,995. Based on \$1M project, this is 2.2%.)

Additional CD fee ESTIMATED: \$7,800 (40 hours)

Renderings and fundraising materials:

Additional 3D renderings and animation for fundraising purposes. \$6,120 (12 hrs @\$195/hr and 28 hrs @\$135/hr)

Requested Geotechnical Assessment:

GEI Consultants proposal for Geotechnical Assessment and Analysis dated 10/2/2024. \$6,600.

AWH Architects coordination and review of Geotechnical assessment results. \$780 (4 hrs @\$195/hr)

Proposed Architectural and Consultant fees for this Add Service: \$21,300.

Not contemplated in this document:

“Gateway” elements

Oculus art/design

Additional site visits

Construction admin add services

If acceptable, please sign and return.



Alex Haecker, AIA, NCARB
WI License #13712-5

Name/Title:

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/28/2024

Consent Agenda **Marquette Area Public Schools - Ice Contract**

BACKGROUND:

The Marquette Area Public Schools (Varsity Hockey) has requested an Agreement for ice use at Lakeview Arena. Staff has worked with the City Attorney and Marquette Area Public Schools to draft a standard ice use agreement which provides for the terms and conditions of the request. The agreement requires five equal payments of \$4,025. One hundred and five (105) hours are requested for \$20,125 for the FY 2025 ice season. Any additional hours of ice usage shall be paid for at the time of the final payment.

FISCAL EFFECT:

Lakeview Arena fund will receive \$20,125 in revenue for FY 2025.

RECOMMENDATION:

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

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Agreement, Exhibit A and Insurance

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this ____ day of _____ 2024, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the “City”) and **MARQUETTE AREA PUBLIC SCHOOLS (VARSITY HOCKEY)**, of 1201 W. Fair Avenue, Marquette, MI 49885 (hereinafter referred to as the “User Group”).

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

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit “A” in Lakeview Arena in accordance with the terms and conditions contained herein from October 1, 2024, through March 31, 2025.

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

1. In consideration of five (5) equal monthly payments of \$4,025.00, the User Group shall be entitled to exclusive use of the Lakeview Arena ice sheet for 105 hours. The parties will agree upon the Customer Schedule, listing the dates and times of User Group’s use, no later than October 15, 2024. Once the Customer Schedule has been agreed to in writing by the parties, it will be incorporated into and become part of this Agreement. The City will invoice the User Group on the fifteenth (15th) day of each month beginning in November of 2024 and payment shall be due no later than the last day of the following month. The sixth monthly payment will be adjusted, as needed, to reflect actual hours of ice usage by User Group.

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

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

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

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

- a. Abandonment and vacation of Lakeview Arena during the Agreement.
- b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.
- c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.
- d. Failure to comply with any law or government order.
- e. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.
- f. The User Group fails to make any payment when due.

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

matter. This Agreement may not be modified except by a written document signed by the parties.

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

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

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

CITY OF MARQUETTE

Sally Davis, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney

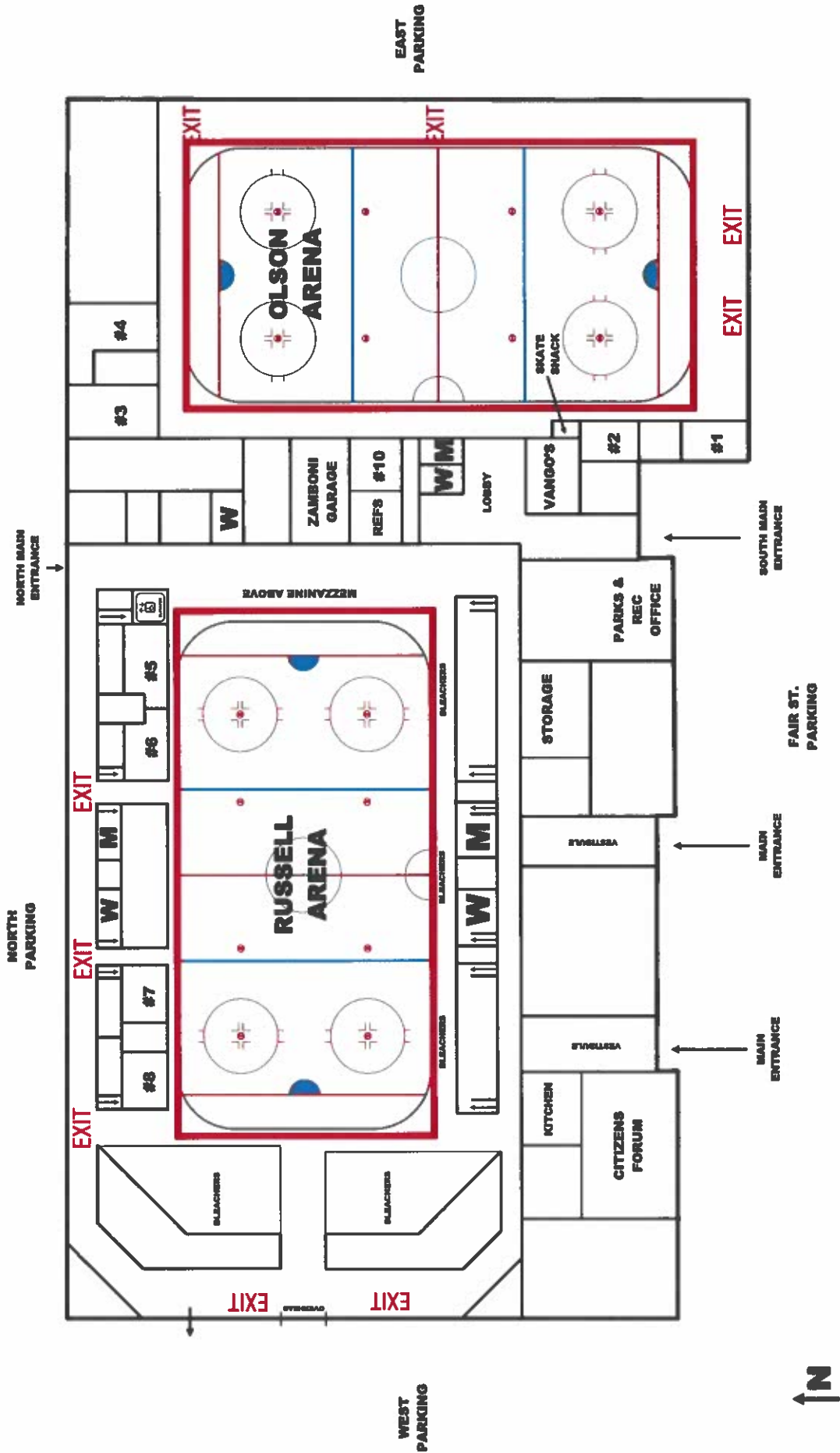
MARQUETTE AREA PUBLIC SCHOOLS

By: Jackson E. Ingalls
Its: Athletic Director



LAKEVIEW ARENA

EXHIBIT A



CERTIFICATE OF COVERAGE

PRODUCER

SET SEG

1520 Earl Avenue
East Lansing, MI 48823

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

COMPANIES AFFORDING COVERAGE

MEMBER

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

A MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY [X] Comprehensive Form [X] Premises/Operations [X] Products/Completed Operations [X] Broad Form Property Damage [X] Personal Injury	PC-52170-2025-01	9/6/2024	6/30/2025	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	\$3,000,000
					PERSONAL INJURY OCCURRENCE	\$1,000,000
					PERSONAL INJURY AGGREGATE	\$3,000,000
A	EXCESS LIABILITY [X] General Liability [X] Automobile Liability [X] Garage Liability	PC-52170-2025-01	9/6/2024	6/30/2025	OCCURRENCE	\$6,000,000
					ANNUAL AGGREGATE	\$6,000,000

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

CERTIFICATE HOLDER

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

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

AUTHORIZED REPRESENTATIVE

Katie Lehman

Katie Lehman
PROPERTY/CASUALTY DEPARTMENT

9/9/2024

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/28/2024

Consent Agenda

Master Agreement to Purchase Services (In-Home Services)

BACKGROUND:

Approximately one-half of the Marquette Senior Center budget is constituted of revenues derived through purchase of service agreements such as the Master Agreement to Purchase Services (In-Home Services) under consideration. These contracts have been implemented as service reimbursement agreements consistent with the same approach that has been used for more than 30 years.

This agreement funds \$72,397.66 or an estimated 2,873 units of homemaking services at a unit reimbursement rate of \$25.20, \$4,076.16 or an estimated 162 units of General Respite at a unit reimbursement rate of \$25.20, and \$4,194.98 or an estimated 167 units of NFC Respite at a unit reimbursement rate of \$25.20. There is a ten (10%) percent local in-kind match requirement outlined in the agreement that has been budgeted under salaries and wages.

The City received the agreement from the County the fourth week of October; the effective date is October 1, 2024.

FISCAL EFFECT:

This agreement is consistent with the revenues budgeted for in-home services in Fiscal Year 2025.

RECOMMENDATION:

Approve the Master Agreement to Purchase Services (In-Home Services) for Fiscal Year 2025, and authorize the Mayor and Clerk to sign the Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Master Agreement - In-Home Services

**MASTER AGREEMENT TO PURCHASE SERVICES
FISCAL YEAR 2025**

This Agreement, effective the first day of October, 2024, and ending the 30th day of September, 2025, is by and between the County of Marquette ("County"), 234 W. Baraga Avenue, Marquette, Michigan 49855 and the **City of Marquette**, 300 W. Baraga Avenue, Marquette, Michigan 49855 ("Contractor").

WHEREAS, the County has contracted with the Region XI Area Agency on Aging (UPAAA) through **IN-HOME SERVICES** funds for the delivery of In-home services to older residents of Marquette County; and

WHEREAS, the County desires to purchase these services from the Contractor for elders residing within the City of Marquette, and the Townships of Chocolay, Marquette, and Powell;

NOW, THEREFORE, the parties hereto agree:

1. The Contractor will deliver the following:

HOMEMAKER SERVICE

Estimated Units of Service:	<u>2,873</u>
Estimated Number of Unduplicated Clients:	<u>154</u>
Estimated Number of Low-Income Clients:	<u>40</u>
Estimated Number of Minority Clients:	<u>1</u>

GENERAL RESPITE SERVICE

Estimated Units of Service	<u>162</u>
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NFC RESPITE SERVICE

Estimated Units of Service	<u>166</u>
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2. The Contractor shall provide units evenly over the course of the contract period and adhere to the service definition, record keeping requirements and client eligibility guidelines as established by Marquette County's Aging Service policies, Marquette County contractual obligations with UPAAA, and OSA Operating Standards for In-Home Service Programs. Service reports will be provided to the Aging Services office for reimbursement and contract monitoring of receipts, expenditures, clients served, and units provided on forms issued by the Aging Services office. Reports shall be due to the Aging Services office on the 7th day of the month for the previous month's activity. Technical assistance is available from the Aging Services office for all aspects of service provision, reporting, budgeting, etc.
3. In delivering homemaker services, Contractor agrees to comply with all requirements set forth in the FY2023-2025 Aging Services Master Contract (**Attachment A**).
4. The Contractor shall receive from Marquette County's Aging Services office upon receipt of monthly In-Home Service reports, and signed Agreement by both parties,

funds up to \$72,397.660 at a homemaker unit rate of \$25.20, up to \$4076.16 at the General Respite unit rate of \$25.20, and up to \$4194.98 at the NFC Respite unit rate of \$25.20. In-Home Services are reimbursed using the UPAAA Wellsky system. Reimbursement on significant over production of units will be withheld and findings of non-compliance will be written during Contractor assessment.

5. A local match at a minimum of 10% of the total cost of providing a unit is required by the Contractor. Confidential donations (program income) are to be encouraged, and the funds received used to expand homemaker service.
6. In the event that funds to Marquette County from the UPAAA are reduced, withdrawn or terminated, Marquette County may equally reduce, withdraw or terminate payments upon seven days written notice to the Contractor. In the event that additional funds are received under any grant covered by this Agreement, funds will be allocated depending on the ability of the Contractor to provide additional homemaker service.
7. Any amendments to this Agreement must be reduced to writing and be signed by both parties with 30 days' notice. Marquette County can terminate this Agreement for any or no reason upon seven days' written notice to the Contractor.
8. Insurance and Indemnification: The Contractor will supply proof of and adhere to the provisions contained in the insurance addendum (**Attachment B**) which is incorporated in, and made part of, this Agreement as though fully set forth herein.
9. Relationship of Parties: The parties agree that Contractor will at all times be an independent contractor in performance of the services hereunder, and that nothing in this Agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the County and the Contractor. Likewise Direct Care Workers employed or contracted by the Contractor will not be deemed employees of the County for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

COUNTY OF MARQUETTE

CITY OF MARQUETTE

By: Joseph DeRocha
Joseph DeRocha, Chairperson

By: _____
Sally Davis, Mayor

By: _____
Kyle Whitney, Clerk

Date: 10/24/24

Date: _____

ATTACHMENT A: INSURANCE ADDENDUM

LIABILITY INSURANCE

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, volunteers, or subcontractors.

INSURANCE REQUIREMENTS

The insurance coverage required shall be at least as broad as:

1. Commercial General Liability ("occurrence" form).
2. Automobile Liability, "any auto".
3. Workers' Compensation insurance as required by the laws of the state of Michigan and Employer's Liability insurance.

LIMITS OF INSURANCE

The Contractor shall maintain limits on said policy of no less than:

1. General Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: Shall be those limits as required by the Worker's Disability Compensation Act for the state of Michigan and Employer's Liability limits of \$500,000 per occurrence.

DEDUCTIBLES

Any deductibles or self-insured retentions must be declared to and approved by Marquette County.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage:

Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers. Any insurance or self-insurance maintained by Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Contractor hereby releases Marquette County from any claim for recovery for any loss or damage, which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days

prior written notice by certified mail, return receipt requested, has been given to Marquette County.

ACCEPTABILITY OF INSURERS

Unless otherwise approved by Marquette County, the Michigan Insurance Bureau must identify insurers as authorized and eligible. In addition, insurance is to be placed with insurers with a Best's rating of A or better.

CERTIFICATES/ENDORSEMENTS OF INSURANCE

Contractor shall furnish Marquette County with certificates of insurance and with any and all original endorsements affecting coverage required by the contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Marquette County before work commences. Marquette County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

A copy of said certificates and endorsements should be forwarded with a signed copy of the Master Agreement to the Marquette County Aging Services office.

ACCEPTANCE OF CERTIFICATE

Acceptance of any certificate(s) and/or endorsement(s) of insurance by Marquette County do not waive the insurance requirements provided in the foregoing paragraphs. Should Marquette County sustain any loss or be required to pay any claim as a result of the Contractor's failure to obtain or maintain insurance as is required by this contract, the Contractor shall indemnify Marquette County for any such loss. This indemnification shall occur regardless of whether or not Marquette County has accepted any certificate(s) and/or endorsement(s) of insurance provided by the Contractor or its carrier.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Marquette County, its officers, agents, employees, elected and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of the Contractor, its subcontractors, and any officers, agents, employees, and volunteers in performing the work required by this contract. The Contractor's obligation under this provision shall not be limited in any way by any terms of this contract, or the insurance limits.

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that Marquette County shall be Additional Insureds, which shall include all elected and appointed officials, all employees, agents and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

09/30/2019

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/28/2024

Consent Agenda

Michigan Arts and Culture Council - Grant Award

BACKGROUND:

Community Services, Arts and Culture Division has been awarded an Art Services Grant totaling \$20,500, with a city match of \$5,125, by the Michigan Arts and Culture Council (MACC) for Art Week and to purchase a projector for the Cultural Center. Art Week is a free week-long celebration of arts and culture featuring concerts, theatrical and dance performances, demonstrations, workshops, community art projects, public art installations, street performers, exhibits, pop-up art shows, a downtown art stroll, studio tours, a plein air painting festival, a chalk art festival and more. Now in its tenth year, Art Week has become the kickoff to Marquette's summer event season. MACC funding will be used to strengthen current programming and add additional community art projects and performances scheduled for June 23-28, 2025.

Arts and Culture staff coordinates and promotes the event, a collaborative effort with over 60 local arts and culture organizations and work by over 200 artists. Two dozen featured events and many independent pop-up events are attended by over 2,000 people each year, and attendance is growing. Additional funding will be used to strengthen current programming and add additional community art projects and performances.

The projector will be installed in the rentable space at the new Cultural Center on Front Street.

FISCAL EFFECT:

A budget amendment is needed for the required grant match of \$5,125.

RECOMMENDATION:

Approve the grant award for the Michigan Arts and Culture Council Program Grant, and authorize the City Manager or her designee to sign the Grant Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Grant Agreement.

STATE OF MICHIGAN
MICHIGAN ARTS AND CULTURE COUNCIL
AND
CITY OF MARQUETTE
GRANT AGREEMENT FOR ARTS SERVICES

Control Number: 25EX10956
CFDA No. 45.025

The MICHIGAN ARTS AND CULTURE COUNCIL (the "Council") and CITY OF MARQUETTE, (the "Grantee") enter this Grant Agreement for Arts Services ("Grant Agreement") on October 16, 2024 and mutually agree as follows:

- 1. Sources of Project Funding**
The Council, subject to the terms of this Grant Agreement, shall commit an amount not to exceed Dollars (\$20,500) (the "Award") to complete the Project (as defined below). The Grantee shall provide evidence of matching funds to the Council in the amount of \$5,125 (the "Matching Funds").
- 2. Grant Agreement Period**
The period of this Grant Agreement shall be from October 1, 2024 (the "Start Date") to September 30, 2025 (the "End Date", and together with the Start Date, the "Term"), unless terminated pursuant to Section 7.
- 3. Project(s) Funded**
Beginning on the Start Date, the Grantee shall: use the Award amounts (outlined below) to complete the respective programming for the Grantee's projects as further described in Appendix A attached hereto (collectively, the "Project").

Experience Support Program

	Awarded Amount	Matching Funds Required
Project Support	\$12,000	
Facility Improvement & Equipment Purchase	\$8,500	
Total:	\$20,500	\$5,125

The Grantee shall comply with all financial and other requirements as outlined in the 2025 MACC Experience Support Grant Program Guidelines, which are incorporated herein and are made part of this Grant Agreement by reference.

The Grantee understands and agrees with the following program standards (the "Program Standards"):

- a. Artistic excellence and artistic merit are criteria by which applications are judged, taking into consideration general standards of decency and respect for the diverse beliefs and values of the people of Michigan.
- b. Obscenity is without artistic merit, is not protected speech, and will not be funded by a grant awarded by the Council and supported with State appropriations.

The Grantee understands that if the Grantee violates any of the Program Standards (1) the Council may withhold all undistributed Award payments from the Grantee and (2) at the sole discretion of the Council, the Grantee may be disqualified from awards of future Council grants for a period of up to three (3) years from the date of the violation. Additionally, the Council may demand full repayment of any Award proceeds distributed to the Grantee as further described in Section 6.

- 4. Terms and Conditions of Payment**
The Council shall pay the Grantee an amount not to exceed the Award on the following dates and in the following amounts, subject to the Grantee's compliance with the Grant Agreement. The Council, in its sole discretion, shall determine whether the Grantee has fulfilled all Grant Agreement terms and conditions. If the Council determines that the Grantee has failed to comply with any term or condition of this Grant Agreement, the Grantee shall not be entitled to any payment listed below which may include a clawback of the Award as described in Section 6:

Amount:	Date:	Stipulation:
\$20,500	12/20/2024	Upon processing of a fully executed copy of this Grant Agreement and copies of Governor and Legislative notifications

The Grantee shall meet the above listed conditions at least 30 days prior to the indicated payment date, so that the Council will have adequate time to process scheduled payments. Failure of the Grantee to comply with any deadlines will delay payment or may cause termination of this Grant Agreement pursuant to Section 7. In the event this Grant Agreement needs to be approved by the State Administrative Board or Office of Financial Management, it shall be contingent upon such approval and no Award payments shall be made until this contingency is satisfied.

Further, the Grantee acknowledges that the Council's payment of the Award is dependent upon the continued receipt of government funding. In the event that the State Legislature or any State official, commission, authority, body, or employee, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates, or reduces the funding necessary for this Grant Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for this Grant Agreement, but which affects the Council's ability to fund and administer this Grant Agreement, and other Council programs, then the Council may terminate this Grant Agreement by providing notice to the Grantee of termination in accordance with the notice requirements in Section 7.

As required in Section 1, the Grantee may be required to provide evidence of Matching Funds sourced from local and/or private sources. The Matching Funds may include the reasonable value of services, materials, and equipment as allowed under the Internal Revenue Code for charitable contributions, subject also to the pre-approval of such a match by the Council. For Awards under the Mission Support and Experience Support Programs the Council shall receive proof of the entire amount of the Matching Funds by the End Date.

No member of the State Legislature or any individual employed by the State may share in the Award or share in any benefit that arises from the Award.

The Council requires the payments under this Grant Agreement be processed by electronic funds transfer (EFT). The Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

5. **Redistribution Prohibition**

The Grantee may not redistribute any of the Award or the Matching Funds to any other entity, unless specifically provided for in this Grant Agreement.

6. **Clawback**

The Grantee may be required to repay all or a portion of the Award upon the occurrence of one or more of the following events (each resulting in a "Repayment Event"):

- Failure to complete the Project: If the Grantee fails to complete the Project by the End Date.
- Failure to adhere to the Program Standards: If the Grantee fails to adhere to the Program Standards as described in Section 3 of this Grant Agreement during the Term.
- Failure to Meet Reporting Requirements: If the Grantee fails to submit a timely and accurate final report as required in Section 15 of this Grant Agreement.
- Failure to Provide Proof of Matching Funds: If the Grantee fails to secure and provide verifiable proof of Matching Funds as required in Section 4 of this Grant Agreement.

The amount owed under a Repayment Event will be determined at the sole discretion of the Council (the "Repayment Amount"). The Council will provide written notice of the Grantee specifying the Repayment Event, the Repayment Amount, and providing thirty (30) days to cure the Repayment Event prior to initiating any clawback actions.

The Grantee shall repay any Repayment Amount under this provision within sixty (60) days of receiving written notice of the Repayment Event from the Grantor. Failure to repay the Repayment Amount within this period may result in legal action, and the Grantee shall be responsible for any additional costs incurred by the Council in the process of collecting the Repayment Amount.

Additionally, any Grantee who fails to repay the Repayment Amount may be disqualified from awards of future Council grants for a period of up to three (3) years from the date of the written notice of the Repayment Event.

7. Termination of Grant Agreement

The Council may terminate this Grant Agreement for any reason by giving five (5) days written notice to the Grantee. Upon termination, the Council shall have no further obligation to make any further payments described in Section 5.

8. Grantee's Liability

The Grantee will furnish and maintain the following items during the Term: public liability, property damage, and workers' compensation insurance insuring, as they may appear, the interests of the parties to this Grant Agreement. The Grantee is responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Grantee shall secure all necessary certificates, licenses, permits or other proper authorization from municipal or other public authorities and comply with all national, state, and municipal laws, ordinances, and regulations as may be required in connection with the performance of this Grant Agreement.

9. Limitation of Liability

The State of Michigan, and the Council, and their organizational units, officers, agents, and employees shall not be liable to the Grantee, nor to any individuals or entity with whom the Grantee contracts, for any direct, indirect, incidental, consequential or other damages incurred as a result of activities, actions or inactions on the part of the Grantee for services rendered pursuant to this Grant Agreement including litigation; the Council's decision not to make an Award payment to the Grantee pursuant to Section 5; or termination of this Grant Agreement pursuant to Section 7.

Any liability resulting from activities, actions or inactions engaged in by the Grantee under the Grant Agreement shall be the sole responsibility of the Grantee. Any liability resulting from activities, actions or inactions engaged in by individuals or entities with whom the Grantee contracts shall be the sole responsibility of the subgrantee or as otherwise specified in a subgrant agreement between the Grantee and the subgrantee; however, under no circumstances shall the State, or the Council, and their organizational units, officers, agents and employees be liable for the activities of the Grantee or any subgrantee. The Council shall not be required to indemnify the Grantee or any subgrantee. The Grantee, to the extent permitted by law, shall be required to indemnify the Council in any litigation that may arise from the performance of this Grant Agreement or any subgrant agreement executed to fulfill this Grant Agreement. This section shall not be construed as a waiver of governmental immunity.

10. Third Party Beneficiary

The Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary of this Grant Agreement or to confer on a third party any rights or obligations enforceable in their favor.

11. Support Credit

The Grantee shall prominently display the Council's name and logo in printed materials associated with the grant and include support credit in each broadcast promotion as follows:

'This activity is supported in part by an award from the Michigan Arts and Culture Council '

When no printed material is used, verbal acknowledgment shall be given prior to or at the beginning of each presentation. The Grantee shall transmit copies of printing, photographs, advertising and program materials prepared for this activity to the Council.

12. Accounting and Administrative Requirements

The Grantee shall maintain appropriate documents, journals, ledgers, and statements in accordance with generally accepted accounting principles, retain these records for a period of not less than five (5) years from the date of completion of the final report prepared pursuant to Section 15, and make these documents available for examination and audit by appropriate agents of the Council, the State and/or Federal Government. The Grantee shall comply with the applicable administrative requirements for grants-in-aid and use cost accounting principles which comply with Federal requirements as set forth in 2 C.F.R. part 200 (Uniform Administrative Requirements, Cost, Principals, and Audit Requirements for Federal Awards).

13. Equal Opportunity

The Grantee certifies compliance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 372.101 et seq., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220: MCL 37.1101 et seq., and all other pertinent federal, state and local fair employment practices and equal opportunity laws. The Grantee covenants not to discriminate against any employee or applicant for employment, to be employed when services under this Grant Agreement are undertaken, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, on the grounds of race, color, religion, national origin, age, sex or disability, or to exclude any person from participation in, deny any person the benefits of, or discriminate any person due to the above-listed grounds with respect to any program or activity funded in whole or part under this

Grant Agreement. The Grantee agrees to include the aforementioned covenant in every contract or subgrant entered into by the Grantee to effectuate the Grant Agreement. The Grantee certifies that the Grantee has an established policy to provide equal opportunity to participate in and benefit from all programs, activities and services and equal employment opportunities; and agrees to state in all promotional materials, advertisements, and recruiting materials its equal opportunity policies.

14. Fair Labor Standards

All professional performers and related or supporting professionals employed on projects or in productions which are financed in whole or in part under this Grant Agreement will be paid, without deduction or rebate on any account, not less than the minimum compensation determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities. Furthermore, no part of any project or production which is financed in whole or in part under this Grant Agreement will be implemented under working conditions which are unsanitary, hazardous or evidence of compliance. The Council may terminate this Grant Agreement if the name of the Grantee or any contractor, manufacturer or supplier of the Grantee appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to the State Contracts with Certain Employers Prohibited Act, 1980 PA 278, MCL 423.321 *et seq.*, or the Grantee fails to comply with subpart C of 2 CFR § 180, as adopted by the Arts Endowment in 2 C.F.R. 3254.

15. Reports

The Grantee shall furnish the following report or reports to the Council:

- a. A final report covering the Term, which is due within 30 days the End Date. The final report shall, at a minimum, indicate the following information:
 - i. Project revenues and expenditures, including Matching Funds (if applicable)
 - ii. Number of individuals attending or engaged during the Term; and
 - iii. A narrative summary of the Project and its outcome.

Failure to submit the above-described report in a timely manner may void the Grantee's claim to Award funds.

16. Reviews and Evaluations

In order to provide members of the Council, appropriate Council evaluators and staff an opportunity to inspect and appraise the nature and caliber of activities supported by the Award, the Grantee agrees to admit those individuals to activities without charge and to cooperate with in-depth reviews and evaluations as may be required.

During the Term, and for five (5) years after the end of the Term, (the "Retention Period") the Grantee shall maintain reasonable records including evidence that the Project was actually performed and the identity of any contractors or individual paid from the Award and shall allow access to those records by the Council or its authorized representatives at any time during the Retention Period.

If any records are involved in any litigation, claim, or audit which arises before the expiration of the Retention Period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the Retention Period, whichever is later.

All records pertinent to this Grant Agreement are subject to public disclosure under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* unless determined to be exempt. The Grantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Grant Agreement.

17. Other Certifications

The Grantee certifies, by signature to this Grant Agreement, that neither they nor any principals or contractors retained for service under this Grant Agreement are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the grant by any federal department or agency.

18. Governance

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents and representations related to this Grant Agreement between the Council and the Grantee, whether expressed, implied, oral or otherwise. This Grant Agreement, together with the Grantee's Grant Application submitted to the Council, constitutes the entire agreement between the parties and may not be amended, except by written instrument executed by both the Council and the Grantee prior to the end of the Term set forth in Section 2. In the event of a conflict between the Grantee's Grant Application and this Grant Agreement, the terms of this Grant Agreement, as amended, shall control. No party to the Grant Agreement may assign this Grant Agreement or any of their interest or obligations hereunder without prior consent of the other party. The Grantee agrees to inform the Council in writing immediately of any proposed changes of dates, budget or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget or services are subject to the Council's written approval. If any provision of this Grant Agreement is deemed void or unenforceable, the remainder of the Grant Agreement shall

remain valid.

19. **Compliance with Laws**
The Grantee shall otherwise be in compliance at all times with all applicable federal laws, regulations, rules and orders including, but not limited to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; Executive Order 13166; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.; the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. § 4321 et seq.; the National Historic Preservation Act (NHPA) of 1966, 16 U.S.C. § 470 et seq.; the Drug Free Workplace Act of 1988, 41 U.S.C. § 701 et seq.; Lobbying restrictions, 18 U.S.C. § 1913, 2 C.F.R. § 200.450, and 31 U.S.C. § 1352; Davis-Bacon and Related Acts 40 U.S.C. § 3141; the Native American Graves Protection and Repatriation Act of 1990, 25 U.S.C. § 3001 et seq.; the U.S. Constitution Education Program, P.L. 108-447, Division J, Sec. 111(b); and the prohibition on funding to ACORN, P.L. 111-88, Sec. 427.
20. **Counterparts**
This Grant Agreement may be executed in one or more counterparts and transmitted by facsimile, email, pdf or other electronic means, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
21. **Survivability**
The terms and conditions of Sections 6, 8, 9, 10, 11, 12, 15, 16, 18 and this Section 21 shall survive termination or expiration of this Grant Agreement.

MICHIGAN ARTS AND CULTURE COUNCIL

CITY OF MARQUETTE



Alison Watson
Director

Jonathan Swenson
Community Services Director

October 16, 2024

Date

APPENDIX A

Project Support:

(Description of Project)

The City of Marquette Office of Arts & Culture (Office) requests \$20,000 from the Michigan Arts & Culture Council for the tenth annual City of Marquette Art Week, June 23-28, 2025.

The Office serves to encourage, develop, and facilitate a rich environment of artistic, creative, and cultural activity in Marquette. The Office provides civic engagement, education, economic development, planning, and resources to the community and creative sector. It accomplishes this through overseeing the City's Arts & Culture Center, consulting on local festivals and events, advocacy, and building partnerships between Marquette and regional and statewide organizations. The Office also provides support services to local artists and arts and culture organizations through grant writing assistance, resource sharing, and marketing and promotions.

The Office's mission is encapsulated through Art Week, an annual celebration of local arts and culture. This free-to-participate festival builds community through discovery and play via concerts, theatre and dance performances, demonstrations, workshops, community art projects, public art installations, artist markets, poetry readings, studio tours, and more. Art Week began in 2015 and has since grown organically not only in terms of number of events offered and partners involved, but also intention and direction. The mission of Art Week is to connect our community through the arts by: (1) building partnerships and collaboration between artists and organizations through networking, workshops, and cross-disciplinary experiences; (2) growing and empowering artists and organizations through professional development opportunities such as event planning, sponsorship solicitation, and grant-writing; (3) increasing audience engagement by removing barriers to participate and collective marketing and promotions; (4) promoting art appreciation and education by prioritizing artistic excellence, sharing creative processes, and offering opportunities for direct artist-audience interaction; and (5) ensuring accessibility and appropriateness for all ages and abilities.

Art Week is an unofficial kickoff to Marquette's summer event season and a true coming together of our creative community; each year, on average, the Office partners with over 200 artists and over 60 businesses and organizations to plan and present programs of strong artistic merit. Over the past decade, the Office has fostered strong working relationships with these partners, helping establish a framework for year-round collaboration on other events and initiatives.

Based on geofencing data from Travel Marquette and headcounts, Art Week averages over 6,000 attendees and an additional 9,000+ through passive engagement with offerings such as exhibits and installations.

To create a deeper connection between our partners and audiences as well as inspire inventive and intentional programming, the Office implements an annual Art Week theme. Recent themes have included RECONNECTING, WATER, HOME, and GROW. Engagement happens when there is a specific invitation or challenge; by selecting a theme that is relatable and ubiquitous, yet open-ended, participation in Art Week is appealing and comfortable while leaving room for creativity and new collaborations across artistic disciplines. The theme for 2025 is STORIES.

Funding for Art Week 2025 will directly support event coordinators, participating artists and organizations, and staff, as well as marketing and promotions to bolster community engagement and audience development through events and opportunities.

Facility Improvement & Equipment Purchase:

(Description of Request)

The City of Marquette Office of Arts & Culture (Office) is requesting \$17,000 for the purchase of two 10,000 lumen, large-venue projectors for the Office's new Cultural Center.

For almost 25 years the City of Marquette and Peter White Public Library (Library) have partnered to house the Marquette Arts & Culture Center, home of the Office. In 2025, the Office will relocate into a new City facility at Father Marquette Park, 501 S. Front St., a move made possible thanks to \$1.2 million in state funding received through the MEDC's RAP 2.0 and Michigan DNR's SPARK grant programs. This grant funding will allow the Office to renovate a vacant building into a new vibrant Cultural Center that will house the Office of Arts & Culture, new public gallery, public gathering space, meeting room, informational entryway and public restrooms. In addition to improvements to the building itself, this funding will also re-imagine and transform surrounding park space into a vibrant outdoor venue with improved accessibility and function for community cultural events and public art.

The new Cultural Center will serve as the primary trailhead for the City's upcoming Cultural Trail (Trail), spanning seven miles of shoreline, connecting and giving voice to the multiple stories, cultural sites and natural features along the City's multi-use pathway. The Trail will honor and preserve the community's diverse cultural heritage and environment through public art, elevated space design and dual language interpretive signage. The Cultural Center will be a hub for the City's growing creative sector and highlight local, regional and national artists with permanent and rotating exhibits that expand upon the stories shared and lessons taught by the greater Cultural Trail.

In an effort to expand our ability to share and tell stories, the Cultural Center will integrate new technologies into the gallery experience. Film

and digital arts are synonymous with 21st Century galleries and museums, providing a new platform for creative potential. The large projectors we are requesting funding will allow the Center to present film and digital arts of the highest quality. Including film, video art, indoor/outdoor art projection, immersive and simulation projection (by using the two projectors in tandem). These exhibits will attract younger artists and introduce the community to new art forms not often seen in our rural area. The equipment will support creative expression, experimentation, facilitate cross disciplinary collaboration and create new opportunities for students, teachers and artists of all disciplines. The Center will build upon existing partnerships such as local educational institutions, museums and film festival. In addition, the Center will partner with independent local tech artists through Innovate Marquette Smart Zone.

The Cultural Center will be the City's new "front porch", residing at very entrance of downtown Marquette. The film and digital arts made possible by this equipment will be seen by many and assist in the on-going development of Marquette's arts and culture community.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/28/2024

Consent Agenda **Release of Kids Cove Maintenance Funds**

BACKGROUND:

The Kids Cove Endowment Fund was established on December 12, 1997 with funds from the Marquette West Rotary Club for the maintenance of the 1996 wooden playground structure. The fund has grown to \$28,629.61 with only two disbursements over its lifetime.

The Marquette West Rotary voted unanimously to approve the following resolution at their August 28, 2024 meeting: "The Board of Directors of the Marquette West Rotary Club requests the transfer of all remaining funds from the Kids Cove Endowment Fund at the Community Foundation of Marquette County to the Playgrounds for All Fund to be used to complete the new Playground for All located at Ellwood Mattson Lower Harbor Park.

These funds will be used to pay additional unanticipated costs related to construction of the new playground. In addition, they will also qualify for a match of funds in the amount of \$25,000 that can be used to complete the playground."

Two individual members of the Marquette Playgrounds for All have committed to starting a new maintenance fund for the new playground in the amount of \$10,000.

FISCAL EFFECT:

None with this action

RECOMMENDATION:

Approve the release of all remaining funds from the Kids Cove Endowment Fund to the "Playground for All - Kids Cove 2" fund to cover construction expenses.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Fund Balance June
- ▣ Rotary West Minutes
- ▣ Rotary West Resolution

Kids Cove Endowment Fund



Kids Cove Committee- Mqt West Rotary Club
P. O. Box 383
Marquette, MI 49855

Fund Information

Fund was established on December 12, 1997
Fund Purpose: To be distributed for maintenance or enhancement of Kids Cove community playground, as the Community Foundation may determine.

Fund Activity Summary
Account ID: 15661

Beginning Fund Balance as of April 1, 2024:	\$27,385.07
Contributions to Principal Balance:	\$0.00
Contributions to Spendable Balance:	\$0.00
Grants:	\$0.00
Administrative Fees:	(\$103.38)
Performance net of fees*:	\$41.85
Ending Fund Balance as of June 30, 2024:	\$27,323.54
Available Fund Balance to Grant:	\$4,645.60

* "Investment Performance" may include dividend and interest income, realized gains and losses, gain or loss on sale of contributed shares, investment advisor expenses, and market value fluctuations. The most recent market performance is not necessarily included here.

**Marquette West Rotary Club
Board of Directors Meeting Minutes
August 28, 2024
12:00 p.m. Via Zoom
Meeting ID 885 2520 5780
Password 095829**

Call to Order

The August 28, 2024, meeting of the Board of Directors of the Marquette West Rotary Club was called to order at 12:00 p.m. by President Andrew LaCombe.

Members Present: Andrew LaCombe, Eric Froberg, Bryan Lopac, Brooke Quinn, Christine Pesola, Pam Christensen, Chuck Williams, Amanda Knaffla and Brady Buher.

Members Excused: Jon Summersett, Kyle Danek and Lauren Rowland

Others Present: Rick Orr

Approval of the Revised Agenda was made on a motion by Lopac with support of Pesola. Motion carried Unanimously.

Approval of July 10, 2024, Meeting Minutes

The Minutes of the July 10, 2024, meeting were approved as written on a motion by Lopac with support of Froberg. Motion carried unanimously.

Secretary Report

- Still following up on overdue billing-most have paid. There are 6 overdue accounts. All long overdue accounts have been written off and members dropped from the Marquette West Rotary Club rolls.
- Working on billing for next quarter-some requests for monthly billing have been received. Christensen is trying to develop a standard billing for RI, District and Local Dues as well as meals.

Treasurer's Report-Buher

- Financial Reports-Buher presented the financials for the MWR and HarborFest Accounts. HarborFest receipts and bills are continuing to come in. Funds deposited into the Incredible Bank account via Square will be moved by Christensen to the Range Bank HarborFest Account.
- HarborFest 2023 Sales Tax need to pay for 2023 and 2024. Brady will calculate and pay by September 30, 2024 deadline.

President's Report

- Merger discussions with Breakfast Rotary Club continues. LaCombe has sent out a request for members to serve on merger committees. We would like to have the merger completed by January 1, 2025. Lopac asked for clarification on the Rotary traditions and culture about which Breakfast members are concerned.
- RYLA Request from Perry Trucson was reviewed. Pesola will follow up with Jenna Zdunek for homeschool students and Jess Hanley for UPCM students. Knaffla will check with Amanda Erspamer for suggestions.

New Business

- Playgrounds for All Resolution was presented by Rick Orr. This resolution is being requested to release funds held by the Community Foundation of Marquette for the Playground Maintenance Fund established in 1997 when the original Kids Cove was completed. The City of Marquette has assumed responsibility for the future maintenance of the Playgrounds for All site as a stipulation of accepting the Michigan DNR Trust Fund Grant. In the past, the City has done maintenance on the Kids Cove playground, and maintenance funds were rarely used.

The Following Resolution was adopted unanimously.

Resolution

The Board of Directors of the Marquette West Rotary Club request the transfer of all remaining funds from the Kids Cove Endowment Fund at the Community Foundation of Marquette County to the Playgrounds for All Fund to be used to complete the new Playgrounds for All playground located at Ellwood Mattson Lower Harbor Park.

These funds will be used to pay additional unanticipated costs related to construction of the new playground. In addition, they will also qualify for a match of funds in the amount of \$25,000 that can also be used to complete the playground.

Resolution Adopted on August 28, 2024, on a motion by Christine Pesola and second by Eric Froberg. Motion carried by the following vote

Ayes: Pesola, Froberg, LaCombe, Christensen, Lopac, Buher, Williams, Quinn and Knaffla

Nays: None

**Certified by Pamela R. Christensen,
Recording Secretary
Marquette West Rotary Club**

Christensen stated that she is trying to develop a quarterly billing amount that will adequately cover the costs for the following

- **Dues Structure-**
 - Local Dues \$100 per year
 - Rotary International dues \$150 per member per year
 - District 6220 dues \$75 per member per year

Upon discussion, it was determined that RI annual dues are not \$150 per year but approximately \$90 per person per year. Christensen will revise this billing structure and send to the Board members for review.

On a motion by Pesola with support by Froberg, the motion to charge a flat Credit Card fee of 5% per transaction for Dues, Fees, etc. This fee will be charged from now on for all credit card transactions. Motion carried unanimously.

Old Business

- Meeting Schedule 2024/2025 was discussed. It will be revised to include joint meetings with the Breakfast Club.

Committee Reports

HarborFest-Christensen, Lopac-Preliminary Report

Membership-Froberg

Public Relations-LaCombe

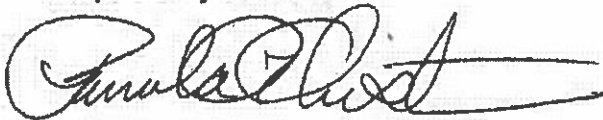
Rotary Foundation-Vacant

Service Projects-Pesola

Next Board Meeting-September 25, 2024 at Noon at Christensen's.

The meeting was Adjourned at 1:10 p.m. on a motion by Christensen, with support of Pesola. Motion carried unanimously.

Respectfully Submitted



Pam Christensen
Recording Secretary

TO: MWR Board of Directors
FROM: Rick Orr
DATE: August 27, 2024
RE: Kids Cove Funds at Community Foundation of Marquette County

I am formally asking the Board of Directors of Marquette West Rotary Club to approve a resolution regarding the Kids Cove Endowment Fund and the new Kids Cove Playground for All.

When the original Kids Cove was built, additional funds were placed in a Playground Maintenance account with the Community Foundation of Marquette County (CFMC). Each year, the CFMC notifies MWR how much of the account is "spendable". The City of Marquette has generally assumed responsibility for maintenance of Kids Cove and these funds have rarely been used. The spendable amount is currently \$4,645.60.

The Kids Cove Endowment Fund now stands at \$26,067.60.

The Playgrounds for All Committee (PFAC) has raised \$1.45 million to construct the new playground at Ellwood Mattson Lower Harbor Park. Since June 2024, the Committee is trying to raise an additional \$300,000 to cover unanticipated costs of the new playground. To date they have raised \$220,000 of the \$300,000 and need to raise an additional \$80,000.

The City of Marquette received a Michigan DNR Trust Fund grant for the playground in addition to the funds raised by the PFAC. This grant requires the City of Marquette to assume all maintenance costs for the playground. Since 1997, the Kids Cove Endowment Fund has been used very little for maintenance, and I do not foresee maintenance issues in the future that would require use of these funds.

I am asking the Marquette West Rotary Club Board to adopt the following resolution requesting the CFMC release all of the Kids Cove Endowment Fund to the Playgrounds for All Committee to assist with completion of the playground. These funds will also qualify for matching funds in the amount of \$25,000.

Resolution #1

The Board of Directors of the Marquette West Rotary Club request the transfer of all remaining funds from the Kids Cove Endowment Fund at the Community Foundation of Marquette County to the Playgrounds for All Fund to be used to complete the new Playgrounds for All playground located at Ellwood Mattson Lower Harbor Park.

These funds will be used to pay additional unanticipated costs related to construction of the new playground. In addition, they will also qualify for a match of funds in the amount of \$25,000 that can also be used to complete the playground.

**Resolution Adopted on August 28, 2024, on a motion by Pesola and second by Froberg.
Motion carried by the following vote**

Ayes: Ayes: Pesola, Froberg, LaCombe, Christensen, Lopac, Buher, Williams, Quinn and Knaffla

Nays: None

A handwritten signature in cursive script, appearing to read "Pamela Christensen". The signature is written in dark ink on a light background.

**Certified by Pamela R. Christensen,
Recording Secretary
Marquette West Rotary Club**

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/28/2024

Consent Agenda

Tourist Park Playground - Contract Increase

BACKGROUND:

On March 25, 2024 the City Commission approved a contract with Sinclair Recreation in the amount of \$184,900 for the installation of playground equipment at Tourist Park. Since that time there has been additional work in the amount of \$11,000 and additional equipment purchased in the amount of \$2,440.83, bringing the total contract to \$198,340.83.

FISCAL EFFECT:

There is sufficient fund balance within the Tourist Park fund to allocate to this budget increase.

RECOMMENDATION:

Approve the additional expenses of \$13,440.83 to bring the total purchase order with Sinclair Recreation to \$198,340.83.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract and Insurance
- ▣ Concrete Invoice
- ▣ Equipment quote

**CITY OF MARQUETTE
CONSTRUCTION CONTRACT**

PROJECT NAME: Tourist Park Day-Use Playground

THIS AGREEMENT is made this _____ day of _____, 2024, between the City of Marquette, a Michigan Municipal Corporation ("City") of 300 W. Baraga Avenue, Marquette, MI 49855, and Sinclair Recreation, LLC, a Michigan limited liability company, of 176 E. Lakewood Blvd, Holland, MI 49424 ("Contractor") for and in consideration of the following payments and agreements:

**ARTICLE 1
CONTRACT DOCUMENTS**

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the Invitation to Bid, Information for Bidders, Bidders Proposal, Addenda, Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, Allowances, Finish Schedules and any additional documentation issued prior to execution of this Agreement and all Change Orders as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

**ARTICLE 2
SCOPE OF THE WORK**

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described in the Contract Documents.

**ARTICLE 3
MATERIALS, APPLIANCES, and EMPLOYEES**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all

materials shall be new, and both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4 **TIME OF COMPLETION**

The completion date of this project is August 15, 2024. The Contractor shall be penalized in the amount of \$0.00 per day if the project is not completed by the contract completion date unless the period for completion is extended by change order.

ARTICLE 5 **CONTRACT SUM**

The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for a sum not to exceed \$184,900.00, subject to additions and deductions pursuant to authorized change orders and allowances.

ARTICLE 6 **PAYMENTS**

Contractor shall invoice for services rendered on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice; except for a 10% contingency hold-back which will be retained from each invoice by City until the final invoice is paid. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law.

ARTICLE 7 **CONTRACTOR'S OBLIGATIONS**

- 7.1 All work shall be in accordance with the provisions of the Contract Documents.
All systems shall be in good working order.
- 7.2 All work shall be completed in a workmanlike manner and shall comply with all applicable laws.
- 7.3 Contractor shall obtain all necessary permits for the work to be completed.
- 7.4 Contractor shall remove all construction debris and leave the project in a "broom clean" condition.

7.5 Upon satisfactory payment being made for the work performed by Contractor, Contractor shall furnish a full and unconditional Release of Lien for the work for which payment has been made.

Safety and Fire Protection: The Contractor shall be responsible for safety at the construction site. The Contractor will further comply with all applicable laws, rules and regulations of the Michigan Department of State Police, Fire Marshall Division, the State Fire Safety Board, Michigan Occupational Safety and Health Administration, and Local Agencies. Precaution shall be exercised at all times for the protection of persons and of property. The safety provisions of applicable laws, rules, regulations, building and construction codes shall be followed. Safety Hazards shall be guarded in accordance with safety provisions of the Manual of Accident Prevention in Construction published by The Associated General Contractors of America to the extent that such provisions are not in conflict with applicable laws.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the performance of the construction project, methods, techniques, sequences or programs in connection with the project since these are solely the Contractor's responsibility.

ARTICLE 9

CHANGE ORDERS AND PAYMENT

A change order is any change to the original plans and/or specifications. All change orders must be agreed upon between the parties hereto, and address additional costs, time, consideration and dates when the work will begin and be completed. Change orders are not effective unless signed by both parties who shall not unreasonably withhold approval of the same. However, should the Contractor unreasonably refuse to approve a change order reasonably and in good faith submitted by the City, the Director of Facilities and Maintenance shall be empowered to make a final and fair determination

as to the necessity for the change order and the fair and equitable cost to the Contractor and shall further be empowered to issue a final payment to the Contractor. Should the Contractor refuse to accept said final payment, the funds may be deposited in an Escrow Account by the City for the benefit of the Contractor.

ARTICLE 10 **INSURANCE**

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the project. Said insurance shall be in minimum limits of at least \$5,000,000.00 for both general liability and automobile liability. The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 11 **INDEMNIFICATION**

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages

arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 12

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

ARTICLE 13

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of ninety (90) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the City for a period of ninety (90) days, then the Contractor, upon seven (7) days' written notice to the City, may stop work or terminate the Contract and recover from the City payment for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 14
ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 15
ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 16
WARRANTY

At the completion of this project, Contractor shall execute an instrument to City warranting the project for two (2) years against defects in workmanship or materials utilized. The manufacturer's warranty shall prevail.

At the time of completion, the Contractor shall furnish to the City material containing complete operation and maintenance instructions for all equipment in the project. The Contractor shall also furnish to the City at the time of completion all documents, warranties and guarantees on all equipment and services provided.

The Contractor shall re-execute any work that fails to conform to the requirements of the Contract and that appears during the progress of the work and shall remedy any defects due to faulty workmanship, which appear within a period of two (2) years from the date of completion of the Contract or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. All

equipment and materials will be warranted and guaranteed under the original equipment manufacturer's warranties and guarantees.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. After such repair or replacement has been satisfactorily completed, the Contractor's warranty with respect to such work repaired or replaced will be extended for an additional period of one (1) year beyond the warranty period described above. Contractor's obligations under this paragraph are in addition to any other obligation or warranty.

ARTICLE 17 **FEDERAL-AID CONTRACTS**

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

- 17.1 **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 17.2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.

17.3 **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

17.4 **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

17.6 **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases

of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18 **INTEGRATION**

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 19 **BINDING AGREEMENT**

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 20 **PURCHASING AGENT DESIGNATION AND AUTHORITY**

The Community Services Director is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be effective upon written agreement executed by both parties.

The parties have made and executed this Agreement on the day and year first above written.

SINCLAIR RECREATION, LLC


By: Diane Sinclair
Its: President

THE CITY OF MARQUETTE

Sally Davis, Mayor

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs, City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2024

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

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

PRODUCER Brown & Brown of Michigan, Inc. 5738 Foremost Drive SE Grand Rapids MI 49546		CONTACT NAME: Courtney Granzow PHONE (A/C, No, Ext): (616) 284-3017 FAX (A/C, No): E-MAIL ADDRESS: Courtney.Granzow@bbrown.com	
INSURED Sinclair Recreation, LLC 176 E. Lakewood Blvd. Holland MI 49424		INSURER(S) AFFORDING COVERAGE INSURER A: State Automobile Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25135	

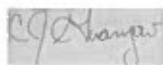
COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		PBP2911240	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 100,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			10169358CA	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			PBP2911240	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCP2304517	04/01/2023	04/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Marquette is recognized as additional insured in regards to the general liability.

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

DATE	INVOICE #
9/20/2024	MO24217

Bill To
City of Marquette Attn: Accounts Payable 401 E. Fair Ave. Marquette, Michigan 49866

Ship To
City of Marquette M/F: Tourist Park 2145 Sugar Loaf Ave. Marquette, MI 49855

P.O. No.	Terms
PO 24-002715	Net 30

Item	Description	Ordered	Prev. Invoiced	Invoiced	Rate	Amount
Installation	Installation of Sidewalks and Concrete Pads -Saw Cutting Black Top for Sidewalk Attachment -Grade and Preparing Area Form: Bench Pad, Picnic Table Pad, Sidewalk Pour: Bench Pad, Picnic Table Pad, Sidewalk	1	0	1	11,000.00	11,000.00

					Subtotal	\$11,000.00
					Sales Tax (6.0%)	\$0.00
					Total	\$11,000.00
					Payments/Credits	\$0.00
					Balance Due	\$11,000.00

Please remit payments to:

Sinclair Recreation, LLC
176 East Lakewood Blvd
Holland, MI 49424

Phone #	Fax #	Web Site
616/392-7441	616/392-8634	www.sinclair-rec.com





SINCLAIR
RECREATION, LLC

PO Box 1409
Holland, MI 49422-1409
Ph: 800-444-4954 Fax: 616-392-8634

07/15/2024
Quote #
102152-01-05

Tourist Park - Replacement Parts / Hardware Quote

City of Marquette
Attn: Bill Sanders
CITY OF MARQUETTE, 1100 WRIGHT STREET
MARQUETTE, MI 49855
UNITED STATES
Phone: 906-273-1207
bill@sanders-czapski.com

Ship to Zip 49855

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
2	201681	GameTime - Hdw-Leaf Step	\$61.00	\$46.36	\$92.72
1	201682	GameTime - Hdw-Leaf Step	\$118.00	\$89.68	\$89.68
1	179495	GameTime - HDW-5'-6"F/S ROCKSCAPE	\$150.00	\$114.00	\$114.00
1	203272	GameTime - Hdw-Hour Glass Climber	\$36.00	\$27.36	\$27.36
5	176444	GameTime - Hdw-Mini Pod	\$29.00	\$22.04	\$110.20
1	160540	GameTime - Hdw Comp 12734	\$633.00	\$506.40	\$506.40
1	168777	GameTime - Hdw-F5 Spiral Slide	\$102.00	\$77.52	\$77.52
1	178073	GameTime - Hdw-Ashiko & Djembe	\$24.00	\$18.24	\$18.24
1	202686	GameTime - Hdw-Panel	\$17.00	\$12.92	\$12.92
1	152111	GameTime - Hdw Comp 12216,12217	\$53.00	\$40.28	\$40.28
1	203311	GameTime - Hdw-Scramble Up	\$73.00	\$55.48	\$55.48
1	202999	GameTime - Hdw-Transfer 6	\$32.00	\$24.32	\$24.32
1	203000	GameTime - Hdw-Crawl Tube	\$133.00	\$101.08	\$101.08
2	178832	GameTime - Hdw-Cross Beam Connector	\$12.31	\$9.36	\$18.71
1	168709	GameTime - Hdw-Transfer Platform	\$54.00	\$41.04	\$41.04
2	178677	GameTime - Hdw-X-Pod Step	\$25.00	\$19.00	\$38.00
1	203259	GameTime - Hdw-How Tall Am I	\$59.00	\$44.84	\$44.84
1	200225	GameTime - Hdw-Hanging Pod Link	\$794.00	\$603.44	\$603.44
1	203234	GameTime - Hdw-Wall	\$444.00	\$337.44	\$337.44
1	178695	GameTime - Hdw-Bubble Climbing Wall	\$506.00	\$384.56	\$384.56
1	178706	GameTime - Hdw-Rock Climbing Wall	\$531.00	\$403.56	\$403.56
2	161254	GameTime - P/S Square Deck Hardware	\$32.00	\$24.32	\$48.64
4	161255	GameTime - P/S Tri Deck Hardware	\$28.00	\$21.28	\$85.12
1	140212	GameTime - Plast-O-Meric 3 Oz. Tube	\$53.00	\$40.28	\$40.28
1	Allowance	Sinclair Recreation - Allowance for hardware in bid		(\$1,000.00)	(\$1,000.00)
				Sub Total	\$3,329.62
				Discount	(\$1,013.79)
				Estimated Freight	\$125.00
				Total	\$2,440.83

 **SINCLAIR**
RECREATION, LLC

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 10/28/2024

Consent Agenda

Utilization of State Bid for Annual Salt Purchase

BACKGROUND:

Annually, the State of Michigan uses competitive bidding to obtain state wide salt pricing which it then offers to municipalities as part of an extended purchasing program. The City of Marquette will purchase approximately 1,600 tons of early fill salt. The City has an additional 600 tons of back up salt on reserve for FY 24-25. Over the course of the winter, the City will blend the salt with street sand at a ratio of 5 parts sand to 1 part salt. This mixture provides effective winter maintenance ice control and cost containment over using straight salt.

Last year's prices for early fill and reserve salt were \$73.14 per ton and \$93.20 respectively. The current year's prices for early fill and reserve salt are \$71.74 per ton and \$88.50 per ton respectively. The total dollar amounts under this year's contract are \$114,784 for early fill salt and \$53,100 for reserve salt. The contract requires the City to purchase the entire early fill and 70% of the reserve for a total of \$151,954 which is within budget.

FISCAL EFFECT:

Salt is charged to inventory when it is purchased. As salt is consumed by local and major street activities, it is charged to the appropriate winter maintenance street accounts. The local and major street maintenance accounts have a total of \$180,000 budgeted for winter application materials in FY 24-25.

RECOMMENDATION:

Authorize City staff to utilize the State of Michigan Extended Purchasing Program (MI DEAL) to purchase road salt.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available