

**Superior Trade Zone  
Meeting Agenda  
January 12, 2016, 9:30 a.m.**



*Bark River Township – Gregg Johnson, Supervisor  
Chocolay Township – Gary Walker, Supervisor  
City of Escanaba – Daina Norden, City Assessor  
City of Gladstone – Darla Falcon, City Manager  
City of Marquette – Sarah Reynolds, Commissioner  
Delta County – Patrick Johnson, Commissioner  
Ely Township – Carl Hosang, Supervisor  
Ford River Township – Rachel Fountaine, Supervisor*

*Forsyth Township – Joe Minelli, Supervisor  
Garden Township – Ray Young, Supervisor  
Ishpeming Township – James Nankervis, Supervisor  
Maple Ridge Township – Judy Trudell, Supervisor  
Marquette County – Gerald Corkin, Chairman  
Nahma Township – Warren Groleau, Supervisor  
Richmond Township – Scott Mills, Supervisor  
Wells Township – Robert Therrian, Supervisor*

**Maple Ridge Township Hall, 3892 W Maple Ridge 37<sup>th</sup> Road, Rock, MI 49880  
January 12, 2016, at 9:30 a.m.**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLIGIANCE

APPROVAL/CORRECTION(S) TO MINUTES - Regular Meeting - September 24, 2015, Work Session Meeting - October 27, 2015 & December 1, 2015.

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION

UNFINISHED BUSINESS

**1. Discussion/Approval – Board By-Laws.**

**Explanation:** The DRAFT Bylaws document will be discussed. The Bylaws, once completed and adopted, will contain the provisions relating to the ways the Board conducts business, duties, and responsibilities.

**2. Discussion/Approval – Website Design Request for Proposal.**

**Explanation:** Discussion will take place on a proposed Website Design Request for Proposal.

PUBLIC HEARING(S) – None

NEW BUSINESS

**1. Discussion – Quorum Definition and Executive Committee Formation.**

**Explanation:** A discussion will take place on defining what would constitute a quorum for the transaction of business and the taking of official action for all matters before the Board. Additionally, a discussion will take place concerning the creation of an “Executive Committee” as permitted in Article VII, Section 7.01 of the Interlocal Agreement creating the Superior Trade Zone Next Michigan Development Corporation.

2. **Discussion – Membership Admission.**

**Explanation:** Pursuant to the Interlocal Agreement creating the Superior Trade Zone Next Michigan Development Corporation, Section 10, Admission of Other Parties, a discussion will take place on the possibility of adding Humboldt and Negaunee Townships of Marquette County to the membership of the group.

GENERAL PUBLIC COMMENT  
AUTHORITY/STAFF COMMENT AND ANNOUNCEMENTS  
ADJOURNMENT

The Superior Trade Zone Next Michigan Development Corporation will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting/hearing upon a five (5) day notice to the authority. Individuals with disabilities requiring auxiliary aids or services should contact the authority by writing or calling Mr. Scott Erbisich at (906) 225-8151 or Mr. James V. O'Toole at (906) 786-9402.

Respectfully Submitted,

Scott Erbisich, Chairman  
Superior Trade Zone Next Michigan Development Corporation



**Superior Trade Zone  
Meeting Agenda  
January 12, 2016, 9:30 a.m.**

**NOTICE OF SPECIAL MEETING OF THE SUPERIOR TRADE ZONE BOARD  
OF DIRECTORS**

PLEASE TAKE NOTICE that a Board of Directors meeting will be conducted by the Next Michigan Superior Trade Zone Board of Directors on January 12, 2016, at 9:30 a.m., Maple Ridge Township Hall, 3892 W Maple Ridge 37th Rd, Rock, MI 49880. The purpose of said meeting is to work on a website design and marketing strategies, and/or any other items for discussion.

**January 12, 2016, 9:30 a.m., Maple Ridge Township Hall, 3892 W Maple Ridge 37<sup>th</sup> Rd, Rock, MI**

This notice is given in accordance with Act 267 of the 1976 Public Acts of State of Michigan and Article VI Corporation Board, Section 6.02 of the Interlocal Agreement creating the Superior Trade Zone Next Michigan Development Corporation. The Superior Trade Zone Board of Directors will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon five (5) day's notice. Individuals with disabilities requiring auxiliary aids or services should contact the Marquette County Administrator, Mr. Scott Erbisch at (906) 225-8151 or City of Escanaba Manager James V. O'Toole at (906) 786-9402. Public notice will be given regarding any changes of the above meeting.

Scott Erbisch, Marquette County Administrator, (906) 225-8151

Or

James V. O'Toole, City Manager, (906) 786-9402

**SUPERIOR TRADE ZONE  
REGULAR MEETING  
December 1, 2015**

A meeting of the Superior Trade Zone was held on Tuesday, December 1, 2015, at 9:00 a.m. at the Maple Ridge Township Hall, 3892 West Maple Ridge, Rock, MI 49880.

**PRESENT:** City of Escanaba Assessor Daina Norden, City of Gladstone Manager Darla Falcon, Maple Ridge Township Supervisor Judy Trudell, Delta County Commissioner Patrick Johnson, Ford River Township Gary Boudreau, City of Marquette Commissioner Sarah Reynolds, Ishpeming Township Supervisor James Nankervis, Marquette County Administrator Scott Erbisch.

**ALSO PRESENT:** City of Escanaba Executive Assistant Buffy Smith and Richmond Township Bill Leutzow.

**ABSENT:** Bark River Township Supervisor Gregg Johnson, Chocolay Township Supervisor Gary Walker, Ely Township Supervisor Carl Hosang, Forsyth Township Supervisor Joe Minelli, Garden Township Supervisor Ray Young, Nahma Township Supervisor Warren Groleau, Richmond Township Supervisor Scott Mills, and Wells Township Supervisor Robert Therrian.

**ROLL CALL**

Executive Assistant Buffy Smith conducted the roll call.

**NO QUORUM**

Meeting began at 9:00 a.m. Roll call was taken. The official meeting was adjourned due to lack of quorum.

**CORRECTION(S) TO MINUTES:** Regular Meeting, September 24, 2015 & Work Session Meeting, October 27, 2015

Marquette County Administrator Scott Erbisch stated a motion cannot be made on the previous month's minutes and asked if there were any revisions to be made for the next monthly meeting. No recommended changes were made.

**ADJUSTMENTS TO THE AGENDA**

Marquette County Administrator Scott Erbisch questioned if there were any additional agenda items to discuss. No recommended items were added to the agenda.

**INFORMAL DISCUSSION/UPDATE:**

1. **BOARD BY-LAWS:**

Marquette County Administrator Scott Erbisch began discussion asking for any changes, additions, or revisions to the Board By-Laws. City of Gladstone Manager Darla Falcon stated on page two (2) she asked if the Board can change the number of people needed for a quorum. Mr. Erbisch stated he was informed the quorum regulations cannot be changed. He was informed that recommendations can be made to the Board at meetings without a quorum and the Board can continue to move forward. City of Escanaba Assessor Daina Norden asked if the same person could be allowed to represent multiple townships. Marquette County Administrator Scott Erbisch replied he will have to look into this with the Civil Council. Daina Norden also questioned if townships could be removed if they do not show up for any meetings. City of Gladstone Darla Falcon recommended a letter be sent to those townships that haven't attended a meeting asking what their intentions are and if they want to maintain voting rights,

attendance is necessary. Marquette County Administrator Scott Erbsch stated he will draft a letter stressing the importance of participation and if the primary is unable to attend, to inform the alternate to be present. Darla Falcon stated it looks poorly to the state if monthly meetings are conducted without a quorum.

Marquette County Administrator Scott Erbsch questioned on page three (3) the duties of all Board members in regards to whom, what administration, would be doing the site inspections. He believes the language should be more precise and will modify the Board By-Laws.

Marquette County Administrator Scott Erbsch questioned the section on special meeting notices as to what is an acceptable timeframe for notices of special meetings. Ishpeming Township Supervisor James Nankervis suggested eighteen (18) hours is acceptable. This will be recommended to the Board at the next meeting.

## 2.     MARKETING PLAN/BUSINESS ATTRACTION/WEBSITE DESIGN:

Marquette County Administrator Scott Erbsch stated \$40,000 is available as a unit and a portion of the money could be used for the creation of the website. City of Escanaba Assessor Daina Norden suggested an RFP for the creation of the website. Marquette County Administrator Scott Erbsch stated he could hold a conference call to discuss an RFP concept. City of Escanaba Assessor Daina Norden stated the City of Escanaba would like to participate in the conference call. Mr. Erbsch stated that a conference call will be conducted and the recommendations will be presented to the group.

Marquette County Administrator Scott Erbsch stated he spoke to the MEDC representative and he would like to have this person join via video conference at the next meeting if possible. Our representative could discuss incentives, ways to create awareness for the Superior Trade Zone, and answer any questions the Board has.

## 3.     QUORUM DEFINITION:

Marquette County Administrator Scott Erbsch will check into the quorum requirements for the Board. City of Gladstone Manager Darla Falcon questioned if the Board should have legal counsel. Marquette County Administrator Scott Erbsch replied the Board has in house staff.

## 4.     MEMBERSHIP ADMISSION:

Marquette County Administrator Scott Erbsch stated Humboldt and Negaunee Townships would like to be added as new members, but due to a lack of quorum, they cannot be added at this time. At the next monthly meeting, Mr. Erbsch suggested the Board approve adopting Humboldt and Negaunee Townships. Ishpeming Township Supervisor James Nankervis and City of Escanaba Assessor agreed with the recommendation.

## 5.     ADDITIONAL COMMENTS:

Marquette County Administrator Scott Erbsch recommended setting a set date, time, and location for the monthly meetings. The Board agreed the Maple Ridge Township Hall located in Rock is the best location. Maple Ridge Township Hall Supervisor Judy Trudell stated the two (2) possible days and times available are Tuesdays in the morning and anytime on Fridays. Discussion will continue at the next monthly meeting. The Board agreed Tuesday, January 12<sup>th</sup> at 9:30 a.m. at Maple Ridge Township Hall would be the next scheduled meeting.

Maple Ridge Township Hall Supervisor Judy Trudell questioned the process behind the website creation. Marquette County Administrator Scott Erbsch stated a professional company will be hired to create the website and logo.

Marquette County Administrator Scott Erbsch stated the meetings can be held quarterly once the Board can move forward once decisions/motions have been made.

City of Marquette CFO Gary Simpson questioned if the Board can allow Houghton and Baraga to become members. Marquette County Administrator Scott Erbisch replied the intent was always to reach those areas and that the Board should get established before looking into expansion. He replied he will stay in contact with them in the meantime. He suggested that the agenda and minutes be emailed to the additional people until their memberships are approved. City of Marquette Commissioner Sarah Reynolds and City of Gladstone Manger Darla Falcon both agreed with the recommendation.

The meeting ended at 9:38 a.m.

**SUPERIOR TRADE ZONE  
REGULAR MEETING  
October 27, 2015**

A meeting of the Superior Trade Zone was held on Tuesday, October 27, 2015, at 9:00 a.m. at the Maple Ridge Township Hall, 3892 West Maple Ridge, Rock, MI 49880.

**PRESENT:** City of Escanaba City Assessor Daina Norden, City of Gladstone City Manager Darla Falcon, Maple Ridge Township Supervisor Judy Trudell, Delta County Commissioner Patrick Johnson, Ford River Township Gary Boudreau, Forsyth Township Supervisor Joe Minelli.

**ALSO PRESENT:** City of Escanaba City Manager Jim O'Toole, City of Escanaba Executive Assistant Buffy Smith, Delta County Administrator Ryan Bergman, Chippewa County Commissioner Don McClain, Eric Wedesky with EUP Regional Planning, and Chippewa County EDC President Tom Ewing.

**ABSENT:** Marquette County Administrator Scott Erbisch, Bark River Township Supervisor Gregg Johnson, Chocolay Township Supervisor Gary Walker, City of Marquette Commissioner Sarah Reynolds, Ely Township Supervisor Carl Hosang, Garden Township Supervisor Ray Young, Ishpeming Township Supervisor James Nankervis, Marquette County Chairman Gerald Corkin, Nahma Township Supervisor Warren Groleau, Richmond Township Supervisor Scott Mills, and Wells Township Supervisor Robert Therrian.

**ROLL CALL**

Executive Assistant Buffy Smith conducted the roll call.

**NO QUORUM**

Meeting began at 9:20 a.m. Roll call was taken. Official meeting was adjourned due to lack of quorum.

**INFORMAL DISCUSSION/UPDATE:**

1. BOARD BY-LAWS:

Jim O'Toole began the informal discussion stating that at the last meeting a draft of the Board By-Laws was distributed. He suggested adding the Pledge of Allegiance to the rules and procedures. This addition will be reviewed for action as unfinished business at the next monthly meeting. No other changes or suggestions were made.

2. MARKETING PLAN/BUSINESS ATTRACTION:

Jim O'Toole stated Scott Erbisch met with the MEDC representative about the marketing grant that the MEDC had available, unfortunately due to budget cuts, the MEDC is no longer operating that program. He said website and logo design needs to be researched as a group. All Board members reviewed the I-69 International Trade Corridor website on screen as an example. Suggested links on our webpage will include success stories, available sites and buildings, and a regional summit. The Superior Trade Zone (STZ) will incorporate international symbols instead of words. The STZ website will be the front door to the Superior Trade Zone. The Board will have to hire someone to do the website design. Mr. O'Toole suggested working with MDOT on Marquette and Delta County regional entrance signs, stating a welcome to our region with the Superior Trade Zone website address listed. Once you enter Marquette or Delta Counties, the STZ website address will be located on the bottom of the sign creating awareness. Having billboards was another idea, which could create awareness for current businesses and businesses looking at coming into the area. Going forward, Board Members will be split into groups to talk to businesses to get their input on interests/needs and to promote the Superior Trade Zone at the same time.

Gladstone City Manager Darla Falcon questioned if all trade zones have a website and if there is a standard home page. Mr. O'Toole stated they do and creation of the website is dependent on what each region wants.

Ryan Bergman questioned if the Superior Trade Zone would RFP for the creation of the website and then hand over the responsibilities for updating and editing. Mr. O'Toole replied yes, to get the website built and then take over the day to day updates. He stated the website needs to be user friendly and will be created with the two (2) click rule. Also marketing the Superior Trade Zone to local businesses needs to be done with public service announcements using TV 6, the radio, and the newspaper. Gary Boudreau stated interface with real estate is a good idea.

Ryan Bergman suggested an invite should be offered to the 6 County Employment Alliance to attend a meeting in the future.

Mr. O'Toole commented the importance of getting volunteers involved to help with the website project.

Darla Falcon asked if a secure web address has been made. Ryan Bergman stated he secured [superiortradezone.org](http://superiortradezone.org).

Mr. O'Toole stated the seed money totaling \$40,000 by the cities of Escanaba and Marquette, and counties of Delta and Marquette have been forwarded to Marquette County and will be working capital to begin the zone.

### 3. MEMBERSHIP ADMISSION:

In the course of developing the Superior Trade Zone, two (2) townships have requested to join the Board; those being Humboldt and Negaunee.

### 4. AUTHORITY/STAFF COMMENT AND ANNOUNCEMENTS:

Mr. O'Toole stated the next meeting will be December 1<sup>st</sup> at 9:00 a.m. at the Maple Ridge Hall in Rock, MI located at 3892 West Maple Ridge.

At the meeting, guests from Chippewa County introduced themselves. Chairman of the Economic Development Committee for Chippewa County Don McClaine stated he met with Senator Tom Casperson to discuss and pitch the idea of international trade. Senator Casperson suggested Mr. McClain connect with the Superior Trade Zone Board. Mr. McClaine is looking at economic development across the entire Upper Peninsula and he is looking into options beyond the steps already taken. He would like to know if the STZ will extend their way in the future. They are an international airport; they can offer strengths, and a lot of opportunities for the Superior Trade Zone. He would like to work together to help and benefit each other if possible.

Mr. O'Toole stated state law would have to be reviewed to see if this is possible. The law was introduced and written by Senator Casperson. The law is narrowly scoped for the central region. Mr. O'Toole would like to get established and obtain experience first.

Tom Ewing stated he would like to work together, which would be a benefit for everyone involved. On their webpage they could link the Superior Trade Zone website and market the Superior Trade Zone on their Facebook as well. He is amazed at all the Upper Peninsula has to offer. When people think of Michigan, they think of Lower Michigan. Creating awareness in the U.P is important and he would like to be involved with the Superior Trade Zone if there is a place. Because the STZ Board is in the early stages of development, it would be best to follow the progress for now and see if and where they fit in the future.

Mr. O'Toole stated the Superior Trade Zone will focus on creating businesses and jobs within the region.

Mr. O'Toole and Scott Erbsch are hoping to get the MEDC representative to attend the next month's meeting to give an update on what is happening with the MEDC with the recent layoff of workforce and

restructuring, and to meet the new representative. And to also learn if there are initiatives coming that will fit with the Superior Trade Zone.

Ryan Bergman stated he would like a financial menu complete for the next meeting, showing what incentives the Superior Trade Zone will allow a business to do and how the STZ can give incentives to entice businesses. This will help guide the Superior Trade Zone toward their goal.

Daina Norden stated once the Superior Trade Zone meets with the MEDC representative, we can find out how many Renaissance zones a district can have. This is a large tax incentive for businesses. She also stated that on the STZ web page, we could include current businesses operating in the U.P. to create awareness of everything offered in the area, to help promote current businesses to work together, and to promote growth.

Mr. O'Toole suggested a manufacturing round table meeting can be looked at in the future, with the possibility of meeting one (1) or two (2) times per year. The Superior Trade Zone would be a networking hub and allow businesses to work together.

No additional comments were made.

Meeting ended at 10:10 a.m.

**SUPERIOR TRADE ZONE  
REGULAR MEETING  
September 24, 2015**

A meeting of the Superior Trade Zone was held on Thursday, September 24, 2015, at 12:00 p.m. (noon) at the Rock Lion's Club, 14454 M35, Rock, MI 49880.

**PRESENT:** City of Escanaba City Manager Jim O'Toole, Marquette County Administrator Scott Erbsch, Bark River Township Supervisor Gregg Johnson, City of Gladstone City Manager Darla Falcon, Maple Ridge Township Supervisor Judy Trudell, City of Escanaba City Assessor Daina Norden, Delta County Commissioner Patrick Johnson, Ford River Township Gary Boudreau, Forsyth Township Supervisor Joe Minelli, Garden Township Supervisor Ray Young, and Ishpeming Township Supervisor James Nankervis.

**ALSO PRESENT:** City of Escanaba Executive Assistant Buffy Smith, Delta County Administrator Ryan Bergman, previous Richmond Township Supervisor William Leutzow, Delta County Economic Development Director Vicki Schwab, City of Marquette CFO Gary Simpson, and Negaunee Township Supervisor Bill Carlson.

**ABSENT:** Chocolay Township Supervisor Gary Walker, City of Marquette Commissioner Sarah Reynolds, Ely Township Supervisor Ted Pepin, Nahma Township Supervisor Warren Groleau, Richmond Township Supervisor Scott Mills, and Wells Township Supervisor Robert Therrian.

Meeting called to order at 12:00 p.m. by City of Escanaba City Manager Jim O'Toole. Ford River Township Gary Boudreau recommended all participants to stand for the Pledge of Allegiance.

**ROLL CALL**

Executive Assistant Buffy Smith conducted the roll call.

**APPROVAL/CORRECTION TO PREVIOUS MONTH'S MEETING MINUTES**

None.

**APPROVAL/ADJUSTMENTS TO THE AGENDA**

**A motion was made by Marquette County Administrator Scott Erbsch, seconded by Ishpeming Township Supervisor James Nankervis to add agenda item number six (6) to discuss new memberships/expansion. Ayes were unanimous.**

**CONFLICT OF INTEREST DECLARATIONS**

None.

**UNFINISHED BUSINESS**

None.

**PUBLIC HEARING**

None.

## NEW BUSINESS

1. Next Michigan Development Act – Superior Trade Zone Next Michigan Development Corporation. Discussion topics include, but not be limited to, the purpose of the authority, general powers of the corporation, specific powers of the corporation and limitations, corporation Board, executive committee, fees, finances, rules of procedures, subcommittees, Freedom of Information Act, marketing and program education on PA 376 of 1996, the Renaissance Zones Act, PA 281 of 1986, the Local Development Financing Act, PA 328 of 1998, the New Personal Property Tax Exemption Act, and PA 198 of 1974, the Industrial Facilities Tax Exemption Act.

Jim O'Toole stated that the core mission as a regional economic Trade Zone will be to talk about some of the programs that can be offered.

Jim O'Toole stated he would like a representative from the Michigan Economic Development Corporation to talk to the Board about their perspective of Trade Zones and what they can offer. This can be looked into further once the changes balance out with the recent lay-offs at the MEDC.

Jim O'Toole talked to the Board on about experience with IFT's. Daina Norden commented that IFT's have been around for a long time. There are two (2) versions (1) real property for the building and (2) personal property for equipment that a business is going to purchase. A PA 328 IFT makes the equipment that a company is going to buy completely exempt so they will not have to pay taxes on this piece of equipment. The building IFT's are usually expansions. Expansions can get a large reduction on their building addition for up to twelve (12) years. The Renaissance Zones are very helpful in getting different businesses in so they don't have to pay the property taxes. OPRA exemptions are more for commercial businesses that want to do an expansion. It gives them a tax break on anything new. They still pay taxes on the building as usual. But the additions/expansions only require them to pay the State Education tax, the eighteen (18) mills of school operating, and a debt millage. Brownfields pertain to obsolete buildings or buildings considered a safety hazard. The Brownfield program allows money that is spent on a building to be torn down or to fix it up to be reimbursed to the developer through the taxes they pay on a new building. They still pay taxes on the new building but they will receive a refund.

Jim O'Toole questioned Scott Erbisch if Marquette County has a Brownfield Authority. Mr. Erbisch stated they do and so does the City of Marquette. Mr. O'Toole stated the City of Escanaba and Delta County have one also.

Jim O'Toole stated that the steering committee has been in discussion with a group of Trade Zones similar to this group downstate. He stated that as an Authority new ideas can be introduced. The steering committee has been questioning how many IFT's are allowed within the Superior Trade Zone. Limitation may be restricted to six (6). The Township that a project is located in has final veto power of any incentive that may be offered.

Jim O'Toole then explained how a usual economic development call comes into the City of Escanaba. He said that an initial call will likely come in to the City Manager or the Director of the EDA. Depending upon whom the call comes into, the Manager or the EDA will immediately coordinate with each other in gathering data and information. All parties involved want to act quickly to secure the business. Each jurisdiction will work to get new business into the region.

Jim O'Toole stated expenses are being kept at a minimum. Scott Erbisch stated that \$10,000 was put into a fund annually for the next three (3) years by the City of Escanaba, Delta County, the City of Marquette, and Marquette County for a total of \$40,000. Jim O'Toole stated he also submitted a 2% Hannahville grant for \$25,000 for additional funds.

Jim O'Toole stated brochures need to be designed, a website created, and all marketing concepts looked in to. The MEDC has a marketing grant for \$25,000, which Scott Erbisch has been working on. Mr. O'Toole stated that including the Superior Trade Zone with the website information on highway markers as people enter the region is great for creating awareness.

Jim O'Toole, previous Marquette City Manager William Vajda, and Scott Erbisch met with MDOT. MDOT would like to use the body of the Superior Trade Zone as a central information Board.

2. Temporary Selection of Officers. The Superior Trade Zone Board will select a temporary Chair, Vice-Chair, and Secretary from its membership. The selectees shall take office immediately following their selection and shall hold office until December 31, 2015. A discussion on Board powers and responsibilities will also take place in accordance with Article VI, Corporation Board, Section 6.04 Corporation Powers and Responsibilities of the Interlocal Agreement.

Jim O'Toole asked for volunteers for Chair, Vice-Chair, and Secretary from now until December 31<sup>st</sup>.

Scott Erbisch nominated himself for the position of Chair. Ayes were unanimous.

Mr. O'Toole recommended Daina Norden for the position of Vice Chair. Ayes were unanimous.

Patrick Johnson volunteered for the position of Secretary. Ayes were unanimous.

3. Board By-Laws. A DRAFT Bylaw document was distributed. The bylaws, once completed and adopted will contain the provisions relating to the ways the Board conducts business, duties, and responsibilities.

Jim O'Toole asked all Board members to review the By-Laws and provide feedback with any changes. Scott Erbisch stated the group needs to look at the specifics, with attorney perspective if needed, and provide input.

4. Fiduciary Duty/Books and Reports/Finances/Initial Annual Fees. In accordance with the Interlocal Agreement, the Board is under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interest of the Corporation. Discussion includes place on the initial annual fees, books and report and finances.

Scott Erbisch stated dollars will be needed for fees incurred. Marquette County will initially start by being the fiscal agent on behalf of the group monitoring invoices and payments. Mr. O'Toole will also be providing support for the organization by providing the agenda and back up information. The City of Escanaba will keep the master file on record for now.

Ryan Bergman nominated Marquette County for the fiduciary responsibilities.

**A motion was made by Vice Chair Daina Norden, seconded by Board Member Darla Falcon, to approve Marquette County fiduciary responsibilities. Ayes were unanimous.**

Scott Erbisch stated he would like to assign the City of Escanaba as the place of permanent record keeping.

**A motion was made by Board Member James Nankervis, seconded by Secretary Patrick Johnson, to approve the City of Escanaba as permanent record keeper on behalf of the Board. Ayes were unanimous.**

Jim O'Toole stated he would like the primary candidates to forward the minutes to all alternate candidates, township clerks, and County clerks.

5. Marketing Plan/Business Attraction. Marketing and business attraction opportunities need to be researched.

Scott Erbisch stated branding, a website design, and a logo all need to be done. All members need to think of ways for business attraction techniques.

Vicki Schwab stated a website is essential and Ryan Bergman would like the website design to be part of the first steps. Ryan Bergman secured the domain name of SuperiorTradeZone.org for the website.

Scott Erbisch stated \$40,000 is committed for this year but additional state money is needed to help with marketing.

6. New Memberships. Negaunee Township would like to be a member of the Superior Trade Zone and have submitted a resolution. Scott Erbisch stated Article X, Admission of Other Parties, Section 10.01 states the procedure for adding new members. A Public Agency may become a Party by submitting a written request to the Corporation Board pursuant to guidelines established by the Corporation Board, payment of the then applicable membership fees, and in accordance with the law. The Corporation Board shall approve or deny the request. Approval of this agreement shall be by registration of the entity seeking to become a Party. Part of the October agenda will include Negaunee Township to become a member as well as any other County that would like to join.

A calendar discussion was discussed with the next meeting in agreement to be held on Tuesday, October 27<sup>th</sup> at 9:00 a.m. at the Maple Ridge Town Hall. Once the Superior Trade Zone is up and running, meetings will likely be held every quarter instead of monthly.

#### GENERAL PUBLIC COMMENT

None.

#### AUTHORITY/STAFF COMMENT AND ANNOUNCEMENTS

None.

#### ADJOURNMENT

The meeting adjourned at 1:06 p.m.

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Scott Erbisch, Chairperson  
Marquette County Administrator

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Patrick Johnson, Secretary  
Delta County Commissioner

DISCUSSION

DRAFT

UNFINISHED  
BUSINESS # 1

Superior Trade Zone Next Michigan Development Corporation

Policies and Procedures

No. 103015-01

Originator: Superior Trade Zone Next Michigan Development Corporation Board

Revision Date: \_\_\_\_\_

Subject: Superior Trade Zone Board By-Laws

**CROSS REFERENCE:** The Next Michigan Development Act, P.A. 275 of 2010 and Superior Trade Zone Next Michigan Development Corporation Interlocal Agreement. P.A. 442 of 1976, the Freedom of Information Act, The Marketing and Program Education Act, PA 376 of 1996, the Renaissance Zones Act, PA 281 of 1986, the Local Development Financing Act, PA 328 of 1998, the New Personal Property Tax Exemption Act, and PA 198 of 1974, the Industrial Facilities Tax Exemption Act, P.A. 198, and the Urban Cooperation Act of 1967.

Purpose: In order to carry out the duties and responsibilities conveyed under the Interlocal Agreement creating the Superior Trade Zone Next Michigan Development Corporation there has been a Corporation Board created consisting of one (1) voting member and one (1) alternate of each unit of government that is a party to the agreement. These members are appointed by the their local unit of government to pass on matters pertaining to the development and establishment of programs and functions throughout the territory of the Corporation for various economic development activities and administrative supportive functions of economic development activities which encourages economic development and investment, job creation and job retention, and ancillary growth.

1. **Role of the Board.** The roles of the Board include some functions in addition to the statutory duties and responsibilities. The role of the Board includes the social or cultural expectation that citizens have of the service that the Superior Trade Zone provides in helping to establish and implement programs which encourages regional economic growth, development, investment, job creation and job retention. There are eight (8) key roles of the Board:
  - A. Educate the public about regional planning issues that will encourage economic development and investment, job creation and job retention, and ancillary growth.
  - B. Cooperate and coordinate with other units of government on matters that impact the region with respect to economic development activities and functions supportive of economic development activities within the designated Superior Trade Zone Territory.
  - C. Prepare, adopt, and maintain design standards to be applied to property and developments, which receive economic development incentives under the program and relevant laws.
  - D. Prepare, adopt, and maintain a Superior Trade Zone Master Design Plan for areas within the district of the Corporation.
  - E. Review Superior Trade Zone partners community's draft master plans when submitted for that purpose, and provide coordination of planning and zoning in other units of government when asked to do so.

- F. Review and comment on proposed public works projects for business development when part of a Superior Trade Zone Territory.
- G. Prepare and annually adopt an operating budget and capital improvement program.
- H. Prepare and review incentive plans.

**2. Membership.**

- A. Members. Members of the Board are appointed by their local jurisdiction Council, Commission, or Board.
- B. First priority, each member shall represent and advocate what is best for their local jurisdiction and the regional Superior Trade Zone as a whole, putting aside personal or special interests.
- C. Second priority, membership shall be representative of the entire geography of the Superior Trade Zone Territory to the extent practicable.
- D. Liaisons. The purpose of liaisons is to provide elected officials and quasi-officials the ability to participate in discussions with the Board, in addition to speaking in public participation, and nothing else. Liaisons cannot vote, introduce motions, initiate any other parliamentary action, be counted for a quorum, or be expected to comply with attendance requirements pursuant to Section 2.C of these Bylaws. Liaisons, if not already appointed Board members, are:
  - 1. The Board's consultants.
  - 2. Local Unit of Governments Attorney.
  - 3. Local Unit of Governments engineering, electrical, water and wastewater staff, or similar staff, their agents and/or consultants.
  - 4. City Manager or designee.
  - 5. County Administrator or designee.
  - 6. County/Township Supervisor or designee.
  - 7. Alternate Board members, when not filling in for the primary member.
- E. Attendance - If any primary member of the Board is absent from three (3) consecutive regularly scheduled meetings, then that member shall be considered delinquent. Delinquency shall be grounds for the Board to recommend removal of a member from the Board for nonperformance of duty, or misconduct, after holding a public hearing on the matter. The Board secretary, or acting secretary in the absence of the elected secretary, shall keep attendance records and shall notify the member's unit of government whenever any member of the Board is absent from three (3) consecutive regularly scheduled meetings, so the local unit of government can consider further action allowed under law or excuse the absences.
- F. Incompatibility of Office.
  - 1. Each member of the Board shall avoid conflicts of interest and/or incompatibility of office. As used herein, a conflict of interest shall at a minimum include, but not necessarily be limited to, the following:
    - a. Issuing, deliberating on, voting on, or reviewing a case concerning him or her.
    - b. Issuing, deliberating on, voting on, or reviewing a case concerning projects owned by him or her.

- c. Issuing, deliberating on, voting on, or reviewing a case involving a corporation, company, partnership, or any other entity in which he or she is a part owner, or any other relationship where he or she may stand to have a financial gain or loss.
  - d. Issuing, deliberating on, voting on, or reviewing a case which is an action which results in a pecuniary benefit to him or her.
  - e. Issuing, deliberating on, voting on, or reviewing a case concerning his or her spouse, children, step-children, grandchildren, parents, brothers, sisters, grandparents, parent's in-law, grandparent's in-law, or members of his or her household.
  - f. Issuing, deliberating on, voting on, or reviewing a case where his or her employee or employer is:
    - 1) an applicant or agent for an applicant, or
    - 2) has a direct interest in the outcome.
3. If there is a question whether a conflict of interest exists or not, the question shall be put before the Board. Whether a conflict of interest exists or not shall be determined by a majority vote of the remaining members of the Board.
  4. When a conflict of interest exists, the member of the Board, or Board, shall do all of the following immediately, upon first knowledge of the case and determining that a conflict exists:
    - a. Declare a conflict exists at the next meeting of the Board and
    - b. Cease to participate at the Board of Director meetings, or in any other manner, or represent one's self before the Board, its staff, or others, and
    - c. During deliberation of the agenda item before the Board, leave the meeting or remove one's self from the front table where members of the Board sit, until that agenda item is concluded.
  5. If a member of the Board is appointed to another office, which is an incompatible office with his or her membership on the Board, then on the effective date of the appointment to the other office, that shall result in an automatic resignation from the Board. If a member of another office is appointed to the Board, which is an incompatible office with his or her membership in the other office, then on the effective date of the appointment to the Board, that shall result in an automatic resignation from the other office.

### 3. Duties of all Board members.

#### A. *Ex Parte* contact.

1. Members shall avoid if possible *Ex Parte* contact about cases where a decision is before the Board whenever possible.
2. Despite one's best efforts it is sometimes not possible to avoid *Ex Parte* contact. When that happens, the member should report to the Board at a public meeting or hearing what was said, so that every member and other interested parties are made aware of what was said.

#### B. Site Inspections.

1. Site inspections shall be done by the Administration. A written report of the site inspection shall be orally presented to the Board at a public meeting or hearing on the site.

2. If desired, no more than four (4) members of the Board may accompany Administration on a site inspection.

C. Accepting gifts.

1. Gifts shall not be accepted by a member of the Board or liaisons from anyone connected with an agenda item before the Board.
2. As used here, gifts shall mean cash, any tangible item, or service, regardless of value.

D. Public Deliberation and Debate.

1. Free and open debate should take place on issues before the Board. Such debate shall only occur at meetings of the Board.
2. Once a vote is taken and an issue is decided by vote, the duty of each member of the Board is to represent the position reflected by the outcome of the vote. Minority reports and requests for reconsideration may take place only at an open meeting of the Board.

4. Officers.

- A. Selection. At the regular meeting in December of each year, the Board shall select from its membership a Chair, Vice-Chair, and Secretary. All officers are eligible for re-election. In the event the office of the Chair becomes vacant, the Vice-Chair shall succeed to this office for the unexpired term and the Board shall select a successor to the office of Vice-Chair for the unexpired term. In the event the office of the Secretary becomes vacant, a new Secretary shall be named to this office for the unexpired term. The Board may also designate another person who is not a member of the Board to be the recording secretary.
- B. Tenure. The Chair, Vice-Chair and Secretary shall take office January 1 following their selection and shall hold office for a term of one (1) year or until their successors are selected and assume office.
- C. Chair's Duties. The Chair retains his or her ability to discuss, make motions, and vote on issues before the Board. The Chair shall:
  1. Preside at all meetings with all powers under parliamentary procedure;
  2. Shall rule out of order any irrelevant remarks; remarks which are personal; remarks about another's race, religion, sex, physical condition, ethnic background, beliefs, or similar topics; profanity; or other remarks which are not about the topic before the Board;
  3. Restate all motions;
  4. Appoint Committee members with the Consensus of the entire board membership;
  5. May call special meetings;
  6. Appoint an Acting-Secretary in the event the Secretary is absent from a Board meeting.
  7. Review with the Secretary or staff, prior to a Board meeting, the items to be on the agenda if he or she so chooses;
  8. Periodically meet with the Staff to review procedures, and to monitor progress on various projects.
  9. Represent the Board; and
  10. Perform such other duties as may be ordered by the Board.

D. Vice-Chair's Duties. The Vice-Chair shall:

1. Act in the capacity of Chair, with all the powers and duties found in Section 4.C of these Rules, in the Chair's absence;
2. Perform such other duties as may be ordered by the Board.

E. Secretary's Duties. The Secretary shall:

1. Execute documents in the name of the Board;
2. Be responsible for the minutes of each meeting, pursuant to section 6.A of these Bylaws if there is not a recording secretary.
3. Review the draft of the minutes, sign them, and submit them for approval to the Board and shall have them spread in suitable volumes. Copies of minutes shall be distributed to each member of the Board prior to the next meeting of the Board (the Secretary may delegate this duty to staff);
4. Receive all communications, petitions, and reports to be addressed by the Board, delivered or mailed to the Secretary in care of the Board;
5. Keep attendance records pursuant to Section 2.C of these Bylaws;
6. Provide notice to the public and members of the Board for all regular and special meetings, pursuant to the Open Meetings Act, P.A. 267 of 1976, as amended, M.C.L. 15.261 *et seq.* (the Secretary may delegate this duty to staff);
7. Prepare an agenda for Board meetings pursuant to Section 5.K of these Bylaws (the Secretary may delegate this duty to staff);
8. Perform such other duties as may be ordered by the Board.

F. Recording Staff Duties. The Recording Secretary shall not be a member of the commission or any of its Boards, and shall:

1. At each meeting take notes for minutes and prepare a first draft of minutes pursuant to section 6.A of these Bylaws for review and signature by the Secretary; and
2. Perform such other duties as may be ordered by the Board or Secretary.

## 5. Meetings.

A. Regular meetings. Meetings of the Board will be held as needed and when called by the Chair. Due to posting requirements and meeting material preparation a minimum of ten (10) days will be needed before a meeting can be conducted. The Board shall assume no meeting will be scheduled unless notified by Staff.

1. Meetings to be Public. All official meetings of the Board shall be open to the public. The journal of proceedings shall be open to public inspection as specified by the Opening Meetings Act.

B. Special Meetings. Special meetings shall be called in the following manner:

1. By the Chair.
2. By any five (5) members of the Board.
3. By the Delta County Administrator, Marquette County Administrator, City of Escanaba City Manager, or City of Marquette City Manager.

4. Notice of special meetings shall be given by the Secretary to members of the Board at least forty eight (48) hours prior to such meeting and shall state the purpose, time, day, month, date, year, and location of the meeting (the Secretary may delegate this function to staff). In addition notices shall comply with P.A. 67 of 1976, as amended, (being the Michigan Open Meetings Act M.C.L. 15.261 *et seq.*).
- C. Recess. The Chair, or the Board, after the meeting has been in session for two (2) hours, shall suspend the Board's business and evaluate the remaining items on its agenda. The Board shall then decide to finish that meeting's agenda, may act to continue the meeting on another day (fix the time at which to adjourn), or complete some agenda items and continue the meeting on another day to complete other agenda items or postpone certain agenda items to the next meeting. If applicable such action shall include the time, day, month, date, year, and location the Board will reconvene. If more than eighteen (18) hours will pass before the reconvened Board, public notice shall be given to comply with P.A. 267 of 1976, as amended, (being the Michigan Open Meeting Act M.C.L. 15.261 *et seq.*). Upon reconvening, a roll call of attendance shall be the first item of business before proceeding with the same agenda. The Board shall resume with the same meeting agenda, proceeding at the same point where they left off, without the addition of additional business.
- D. Quorum. More than half the total number of seats for members of the Board regardless if vacancies exist or not, shall constitute a quorum for the transaction of business and the taking of official action for all matters before the Board. Whenever a quorum is not present at a regular or special meeting, those present shall adjourn the meeting to another day.
1. Journal of Proceedings. An account of all proceedings of the Board shall be kept by the Director and shall be entered in a book constituting the official record of the Board.
  2. Right of Floor. Any Board Member desiring to speak shall be recognized by the Chairperson and shall confine his or her remarks to one subject under consideration or to be considered.
- E. Motions.
1. Motions shall be restated by the Chair before a vote is taken.
  2. Findings of Fact. All actions taken shall include each of the following parts.
    - a. A finding of fact, listing what the Board determines to be relevant facts in the case in order to eliminate misleading statements, hearsay, irrelevant, and untrue statements.
    - b. Conclusions to list reasons based on the facts for the Board's action, often directly related, or not, to a finding of compliance, or noncompliance, to standards.
    - c. The Board's action; recommendation or position, approval, approval with conditions, or disapproval.
- F. Voting. Voting shall be by voice and shall be recorded as passing or failing. Roll call votes will be recorded only upon request by a member of the Board and shall be recorded by "yes" or "no". Members must be present to cast a vote. Voting by proxy shall not occur. When a primary member is absent, the alternate member of that unit of government will act as the primary member with full voting rights.

The affirmative vote of a majority of those present or a majority of a quorum, whichever is greater, shall be necessary for the adoption of motions.

- G. Board Action. Action by the Board on any matter on which a hearing is held shall not be taken until the hearing has been concluded.
- H. Parliamentary Procedure. Parliamentary procedure in Board meetings shall be informal. However, if required to keep order, Board meetings shall then be governed by *Roberts Rules of Order* for issues not specifically covered by these Bylaws. Where these Bylaws conflict, or are different than *Robert's Rules of Order*, then these Bylaws control.
- I. Public Participation. All regular and special meetings, hearings, records, and accounts shall be open to the public.
  - 1. All public comment on all agenda items should be presented where provided in the printed agenda as the agenda item is discussed. After that point during the meeting, public comment is normally not allowed; however, sometimes the Board may direct questions to members of the public. Public comment is during the course of the deliberation so the Board can hear concerns and questions before acting on an issue. Those making public comment are expected to be familiar with the issue and have prepared comments ahead of time. To help the public in preparing for the meeting, any written material shall be made available without cost for members of the public asking for a copy prior to the meeting.
  - 2. The Chair may limit the amount of time allowed for each person wishing to make public comment at a Board meeting. Petitioners and aggrieved party comment to an agenda item can be restricted to ten (10) minutes unless amended by the Chairperson. General public comment shall be restricted to two (2) minutes unless amended by the Chairperson. The Chair may ask members of the audience to caucus with others sharing similar positions so they may select a single spokesperson.
  - 3. Manner of Addressing the Board. Each person addressing the Board shall approach the lectern and must give his/her name in an audible tone of voice for the record. All remarks shall be addressed to the Board as a body and not to any member thereof. No person, other than Board members and the person having the floor shall be permitted to enter into any discussion, either directly or through the members of the Board. No questions shall be asked of the Board except through the Chairperson.
  - 4. Personal and Slandorous Remarks. Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the Board may be requested to leave the lectern.
- J. Order of Business. Agenda. The Secretary, or designee, shall prepare an Agenda for each meeting and the order of business shall be as follows:
  - 1. Call to order.
  - 2. Roll Call.
  - 3. Approval and/or Correction to Minutes of Previous Meeting.
  - 4. Approval and/or Adjustment to the Agenda.
  - 5. Conflict of Interest Declaration.
  - 6. Unfinished Business and Report Presentation.
  - 7. Public Hearings.
  - 8. New Business.

9. Public Comment.
  10. Member/Staff Announcements.
  11. Adjournment.
- K. Delivery of Agenda. The agenda and accompanying materials shall be mailed/hand delivered to Board members so that it might be received prior to the weekend prior to the regular meeting date.
- L. Placement of Items on the Agenda.
1. The Marquette County Administrator's Office shall be the office of record for the Board.
  2. The Marquette County Administrator may receive items on behalf of the Board between the time of the adjournment of the previous Board meeting and five (5) business days prior to the next regularly scheduled Board meeting.
  3. Items received by the Administration four (4) or less business days prior to the next regularly scheduled Board meeting shall be set aside to be received by the Board at its next regularly scheduled Board meeting. The Board may act on those items of a minor nature or table action to the subsequent regular or special Board meeting. Those items of a major nature or items normally receiving staff review, analysis, or recommendation shall be tabled until the subsequent regular or special Board meeting.
  4. The deadline to add items to the Board's meeting agenda shall be ten (10) business days prior to the next regularly scheduled Board meeting.

## 6. Record.

- A. Minutes and Record. The Board Secretary shall keep, or cause to be kept, a record of Board meetings, which, shall at a minimum include an indication of the following:
1. Copy of the meeting posting pursuant to P.A. 267 of 1976, as amended, (being the Michigan Open Meetings Act, M.C.L. 15.261 *et. seq.*)
  2. Copy of the minutes, and all its attachments, which shall include a summary of the meeting, in chronological sequence of occurrence:
    - a. Time and place the meeting was called to order.
    - b. Attendance.
    - c. Indications of others present (listing names if others choose to sign in and/or a count of those present).
    - d. Summary or text of points of all reports (including reports of what was seen and discussed at a site inspection) given at the meeting, and who gave the report and in what capacity. An alternative is to attach a copy of the report if offered in writing.
    - e. Summary of all points made in public participation or at a hearing by the applicant, officials, and guests and an indication of who made the comments. An alternative is to attach a copy of the public's statement, petition, or letter if it is provided in written form.
    - f. Full text of all motions introduced, whether seconded or not, who made the motion and who seconded the motion. For each motion, the following should be included:
      - 1) Who testified and a summary of what was said.

- 2) A statement of what is being approved along with a local unit of government's resolution.
  - 3) The location of the property involved (tax parcel number and description; legal description is best) and street address or fire stop number, if available.
  - 4) What exhibits were submitted (list each one, describe each, number or letter each, and refer to the letter or number in the minutes).
  - 5) What evidence was considered (summary of discussion by members at the meeting).
  - 6) The administrative body's findings of fact.
  - 7) Reasons for the decision made. (If the action is to deny, then each reason should refer to a section of the Interlocal Agreement or State law which would be violated or with which not complied.)
  - 8) The decision (e.g. approves, deny, approve with modification).
  - 9) Who called the question.
  - 10) The type of vote and its outcome. If a roll call vote, indicate who voted yes, no, abstained, or statement the vote was unanimous. If not a roll call vote, then simply a statement: "the motion passed/failed after a voice vote."
  - 11) That a person making a motion withdrew it from consideration.
  - 12) All the Chair's rulings.
  - 13) All challenges, discussion, and vote/outcome on a Chair's ruling.
  - 14) All parliamentary inquiries or point of order.
  - 15) When a voting member enters or leaves the meeting.
  - 16) When a voting member or staff member has a conflict of interest and when the voting member ceases and resumes participation in discussion, voting and deliberations at a meeting.
  - 17) All calls for an attendance count, the attendance, and ruling if a quorum exists or not.
  - 18) The start and end of each recess.
  - 19) All Chairs' rulings of discussion being out of order.
  - 20) Full text of any resolutions offered.
  - 21) Summary of announcements.
  - 22) Summary of informal actions, or agreement on consensus.
  - 23) Time of adjournment.
- g. Records of any action, support documents, maps, site plans, photographs, correspondence received, attached as an appendix to the minutes.
- h. Retention. Commission records shall be preserved and kept on file according to the following schedule:
- 1) Minutes, bonds, oaths of officials, zoning ordinances, master or comprehensive plans, other records of decisions, Commission or department publications: Permanent.
  - 2) General ledger: 20 years.
  - 3) Account journals: 10 years.
  - 4) Bills and/or invoices, receipts, purchase orders, vouchers: 7 years.

5) Correspondence: Permanent.

**7. Committees.**

- A. Ad-Hoc Committees. The Board or Chair may establish and appoint ad-hoc committees for special purposes or issues, as deemed necessary. Less than a quorum may serve on an ad-hoc committee at any given time.
- B. Citizen Committees. The Board or Chair may establish and appoint citizen committees with the consent of the Board. Membership can be any number, so long as less than quorums of the Board serve on a citizen committee at any given time. The purpose of the citizen committee is to have more citizen involvement, to be able to use individuals who are knowledgeable or expert in the particular issue before the Board, and to better represent various interest groups in the Superior Trade Zone Territory.

**8. Rules of Procedure for All Committee members.**

- A. Subservient to the Board. All Committee Members are subservient to the Board and report their recommendations to the Board for review and action. The Board can overrule any action of any committee.
- B. Same Principles. The same principals of these Bylaws for the Board also apply to all members of the Committee including, but not limited to:
  - 1. Officers. Officers of the Committee are appointed by the Chair of the Commission at the time the Committee is created.
  - 2. Quorum. A Committee's quorum shall be at least half the total appointed membership of the Committee.
  - 3. Voting. Only those appointed members of a Committee, who are present at the time of a vote, shall be eligible to cast a vote.
  - 4. Attendance. If any member of the Committee is absent from three (3) consecutively scheduled meetings, then that member shall be considered delinquent. Delinquency shall be grounds for the Board to remove any member from the Committee.
  - 5. Minutes. The Secretary of the Committee shall keep minutes of the Committee meetings in the same format used by the Committee and filed in the same office as the Board's minutes.
  - 6. Public. All Committee meetings are open meetings available for public attendance and participation and minutes of the meetings are to be available for public inspection under the same principals found in P.A. 267 of 1976, as amended, (being Michigan Open Meetings Act, M.C.L. 15.261 *et seq.*).

**9. Hearings.**

- A. Incentive Hearings. Before the adoption of any part of an incentive approval, the Board shall hold a public hearing on the matter. Notice of the time and place of the hearing shall be given, not less than fifteen (15) days prior to such hearing, by at least one (1) publication in each newspaper of general circulation.
- B. Notice of Decision. A written notice containing the decision of the Board will be sent to petitioners and originators of a request for the Board to study a special problem.

**10. Other Matters to be considered by the Board.**

A. Board Action. The following matters shall be presented for consideration at a meeting of the Board:

1. At least annually, the adoption of priorities for the Board's plan of work.
2. Annually, preparation of an annual report of the Board.
3. Office, or Administrative Policy, and ruling of interpretation of regulations by the Board or its staff.
4. The general character, extent, and layout of the replanning and redevelopment districts and potential projects.
5. Board's budget requirements for the fiscal year and request for appropriation.
6. Selection of consultants.
7. Such other matters the Board finds advisable or essential.

**11. Adoption, Repeal, Amendments.**

- A. Upon adoption of these Bylaws of \_\_\_\_\_, they shall become effective and all previous Bylaws shall be repealed.
- B. The Board may suspend any one of these Bylaws, for duration of not more than one (1) agenda item or meeting.
- C. These Bylaws may be amended at any regular or special meeting by a two-thirds (2/3) vote of the members present.

DISCUSSION  
DRAFT.

UFB #2  
STZ 1/12/16



# Request for Proposal Website Design and Development

## Next Michigan Superior Trade Zone

Next Michigan Superior Trade Zone Corporation (STZ)  
Mr. Scott Erbisch  
234 W Baraga Avenue  
Marquette, MI 49855

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## **I. Purpose**

The Next Michigan Superior Trade Zone Corporation (STZ) is soliciting statements of qualifications and performance data for website design and development services for the Next Michigan Superior Trade Zone Corporation (STZ). The Next Michigan Superior Trade Zone Corporation (STZ) needs are outlined in the following Request for Proposal ("RFP"). The Next Michigan Superior Trade Zone Corporation (STZ) is seeking a qualified website development vendor ("Vendor") to create a website.

The Next Michigan Superior Trade Zone Corporation (STZ) emphasis is on incorporating extensive content management tools and database driven architecture while providing a user-friendly, widely accessible (devices and browsers, including mobile devices), intuitive site structure, and an interface that is both attractive and ADA compliant. The Next Michigan Superior Trade Zone Corporation (STZ) website URL is currently [superiortradezone.org](http://superiortradezone.org).

## **II. Background**

The Next Michigan Superior Trade Zone Corporation (STZ) is an intergovernmental agreement which was entered into by Marquette and Delta counties, together with 14 cities and townships. In order to carry out the duties and responsibilities conveyed under the Interlocal Agreement creating the Superior Trade Zone Next Michigan Development Corporation there has been a corporation Board created consisting of one (1) voting member and one (1) alternate for each unit of government that is a party to the agreement. These members are appointed by their local unit of government to pass on matters pertaining to the development and establishment of programs and functions throughout the territory of the corporation for various economic development activities and administrative supportive functions of economic development activities, which encourages economic development and investment, job creation and job retention, and ancillary growth.

## **III. Overview**

- A. The Next Michigan Superior Trade Zone Corporation (STZ) seeks to create a website to create awareness, enhance the user experience, simplify content management, and provide better information and customer service to its residents and businesses, while meeting high standards for design quality and visual appeal.
- B. Effective websites provide dynamic content that keeps users engaged and informed. The Next Michigan Superior Trade Zone Corporation (STZ) desires to expand channels of communication to streamline messaging through online tools, including social media. Users must find content easily and navigation remain user friendly.
- C. The Next Michigan Superior Trade Zone Corporation (STZ) would like to decentralize website content creation and management to designated contributors and editors within Next Michigan Superior Trade Zone Corporation (STZ) under the oversight of the Next Michigan Superior Trade Zone Corporation (STZ) Executive Committee.
- D. The Next Michigan Superior Trade Zone Corporation (STZ) seeks the assistance of a Vendor that can accomplish all of the functionality identified in this RFP, but has the flexibility of providing this functionality over time, if needed due to budgetary constraints. The Next Michigan Superior Trade Zone Corporation (STZ) also needs a service provider that has the capability of integrating additional features in the future and options for ongoing maintenance.

**IV. Time Schedule**

The Next Michigan Superior Trade Zone Corporation (STZ) will follow this

timetable: Issue RFP: \_\_\_\_\_

Deadline for submittal of responses: \_\_\_\_\_

Selection of vendors to interview: \_\_\_\_\_

Vendor interviews (online or in person): \_\_\_\_\_

Notify vendor selected: \_\_\_\_\_

Target website launch date: \_\_\_\_\_

**V. Instructions to Respondents**

All responses to RFPs shall be sent to:

Mr. Scott Erbisch  
234 W Baraga Avenue  
Marquette, MI 49855

- A. Please place six (6) copies of your response and performance data in a sealed envelope and clearly label in the lower left corner "Next Michigan Superior Trade Zone Corporation (STZ)" No faxed, emailed, or telephone statements will be accepted.
- B. All responses must be received at our office by \_\_\_\_\_
- C. Responses should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- D. A Next Michigan Superior Trade Zone Corporation (STZ) representative will notify the Vendors selected for interview by \_\_\_\_\_
- E. Any questions concerning the Next Michigan Superior Trade Zone Corporation (STZ) specifications or RFP process shall be directed in writing to James V. O'Toole at [jotoole@escanaba.org](mailto:jotoole@escanaba.org) or Scott Erbisch at [serbischmqtc.org](http://serbischmqtc.org).
- F. All RFP responses must include the following:
  - 1. Under section "VIII. Scope of Services", complete and return responses to items A-F.
  - 2. Include a project approach summary for building a website.
  - 3. Include a sample project schedule for building a website, with a timeline.
  - 4. Include pricing range/cost for services outlined.

**VI. Selection Criteria**

Your response will be evaluated as follows:

| <u>CRITERIA</u>  | <u>WEIGHT GIVEN</u> |
|--|---------------------|
| A. Responsiveness to purpose and scope of services .....   | 40%                 |
| B. Ability and history of successfully completing contracts of this type, meeting projected deadlines, experience in similar work..... | 40%                 |
| C. References, key personnel, and performance.....   | 20%                 |
| Total Criteria Weight .....  | 100%                |

(Each response will be independently evaluated on factors A through C.)

**VII. Terms and Conditions**

- A. The Next Michigan Superior Trade Zone Corporation (STZ) reserves the right to reject any and all RFP responses, and to waive minor irregularities in any response.
- B. The Next Michigan Superior Trade Zone Corporation (STZ) reserves the right to request clarification of information submitted, and to request additional information from any Vendor.
- C. The Next Michigan Superior Trade Zone Corporation (STZ) reserves the right to award any contract to the next most qualified Vendor, if the successful Vendor does not execute a contract within thirty (30) days after the selection of the contractor.
- D. Any response may be withdrawn up until \_\_\_\_\_  
Any response not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide to the Next Michigan Superior Trade Zone Corporation (STZ) the services described in the attached specifications, or until another vendor has been approved by the Next Michigan Superior Trade Zone Corporation (STZ) administration, whichever occurs first.
- E. The professional services contract resulting from acceptance of a response by the Next Michigan Superior Trade Zone Corporation (STZ) shall be in a form supplied or approved by the Next Michigan Superior Trade Zone Corporation (STZ), and shall reflect the specifications in this RFP. A copy of the contract is available for review. The Next Michigan Superior Trade Zone Corporation (STZ) reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the Next Michigan Superior Trade Zone Corporation (STZ).
- F. The Next Michigan Superior Trade Zone Corporation (STZ) shall not be responsible for any costs incurred by the Vendor in preparing, submitting, or presenting its response to the RFP.

**VIII. Scope of Services**

The intent of this RFP is to enable the Next Michigan Superior Trade Zone Corporation (STZ) to evaluate experience, qualifications, and capabilities for developing and implementing a new Next Michigan Superior Trade Zone Corporation (STZ) website. The desired qualifications are outlined below. Responders are to submit a written narrative corresponding to each of the following items:

**A. Website Design Experience**

1. Clients (please list client name and website URL)
2. Municipal or government clients and their website URL.
3. References (minimum three references, including all contact information below)
  - a) Client Name
  - b) Client Contact Person
  - c) Phone and Fax
  - d) Client Address
  - e) Website Address

**B. Company Profile**

1. Company history
2. Number of years in business
3. Office location(s) (Include business address)
4. Demonstrated company financial stability

**C. Team Members/Roles (List all personnel to be assigned to this project.)**

1. Name, title, role (e.g., project management, programming, graphics)
2. Education, years of experience

**D. Vendor Service Capabilities (describe all available)**

1. Website development
2. Software tools (e.g., platforms, Content Management System or modules)
3. Site maintenance
4. Site hosting
5. Client training
6. Availability of robust self-service documentation and technical support
7. Appropriate redundancy and scalability to avoid unexpected outages and to accommodate periodic maintenance, usage growth and sudden usage surges
8. Meets U.S. Federal Government ADA requirements
9. Ongoing support options
10. Security for both Next Michigan Superior Trade Zone Corporation (STZ) staff and users
11. Function across multiple browsers (Internet Explorer, Firefox, Chrome, and Safari)
12. Compatible design and function on multiple devices, including personal computers, mobile devices, and manufacturers (PCs, Apple iPads, iPhones, etc.)
13. Other

### E. Integrated Content Management System (CMS) Components and Website Tools

The listing below represents functional categories and is not comprehensive; others may be recommended or added. The Next Michigan Superior Trade Zone Corporation (STZ)'s new website Vendor must be able to provide the desired components shown. All items included below should be considered essential, except those designated as "OPTIONAL" under the module "Function" section. Vendors are asked to respond to all module functions. Possible budgetary constraints may require that this project be implemented in phases.

| Number/Module Name                          | Function   | Offered by Vendor (Indicate: Yes/No) | Vendor Comment |
|---|--|--------------------------------------|----------------|
| Agenda Management                           | Upload, manage agendas   |                                      |                |
| Audience based navigation                   | Intuitive design navigation features-OPTIONAL  |                                      |                |
| Automatic expirations                       | Expiration dating and dated posting  |                                      |                |
| Breadcrumbs                                 | Or comparable navigation tool  |                                      |                |
| Browser based administration                | Update, delete, and create template-based web pages  |                                      |                |
| Calendar- departmental as well as city-wide | Update/publish calendars by both department and city- wide   |                                      |                |
| Calendar subscription                       | Download ics/web cal file-<br>OPTIONAL   |                                      |                |
| Contact Us                                  | Dynamic content  |                                      |                |
| Cascading Style Sheet                       | Customizable templates   |                                      |                |
| Citizen request tracker                     | Self-serve request tracking –<br>OPTIONAL  |                                      |                |
| Department home pages                       | Dynamic content  |                                      |                |
| Directories, listings                       | Dynamic content  |                                      |                |
| Document repository                         | Portal to upload, store, and retrieve documents in PDF and Word format. May need to integrate an ECM (Enterprise Content Management) System in the future. |                                      |                |
| E-subscriptions                             | User managed electronic subscription for communications  |                                      |                |
| Emergency Notification                      | Global site notification   |                                      |                |
| Exit Page                                   | Notice of leaving site   |                                      |                |
| Frequently Asked Questions                  | Dynamic content  |                                      |                |

|   |  |  |  |
|---|--|--|--|
| Hit Tracking                                      | Analytics and site audit reports.  |  |  |
| Hyperlink utility                                 | Link function and notification utility.  |  |  |
| Intranet Site                                     | Next Michigan Superior Trade Zone Corporation (STZ) user restricted pages.   |  |  |
| Maps  | Dynamic location function-OPTIONAL.  |  |  |
| Multi-lingual/Translator                          | Dynamic content.   |  |  |
| News & Announcements                              | Dynamic content.   |  |  |
| News Releases                                     | Online publishing.   |  |  |
| Newsletters                                       | Subscription and online publishing.  |  |  |
| Online forms                                      | Online fillable forms/publishing/tracking.   |  |  |
| Photo Gallery                                     | Dynamic content-OPTIONAL.  |  |  |
| Printable pages                                   | Print friendly function.   |  |  |
| Public notices                                    | Dynamic content.   |  |  |
| Rotating photos/banner ads                        | Dynamic image display.   |  |  |
| RSS feeds out                                     | Registration by function.  |  |  |
| Shortcuts   | Web editor ability to redirect truncate URLs.  |  |  |
| Site search                                       | Internal site search engine with maximized third-party software inclusion.   |  |  |
| Social media interface                            | Scalable interface with Facebook, Twitter, and other social media sites.   |  |  |
| Survey/polling capability                         | Poll/question/answer tracking-OPTIONAL.  |  |  |
| Site Index  | Automated index.   |  |  |
| Third party vendor software interface/integration | Interface with current third party systems such as: YouTube (Recorded Meetings, Promotional Videos), Code Publishing, and future ECM platform. |  |  |
| Video hosting                                     | Server storage OPTIONAL.   |  |  |

## **F. Vendor/Municipal Contract Performance Management**

(Please provide two examples that include all of the following):

1. Client name
2. Contract amount
3. Contract duration
4. Project outcome

## **IX. Insurance**

The Firm is required to provide and maintain at all times during this project the following insurance. Certified copies, setting forth the limits and coverage, shall be furnished to the DDA Executive Director before commencing with any work. The policy shall contain endorsements stating that a 10-day notice will be given to the Next Michigan Superior Trade Zone Corporation (STZ) Executive Committee prior to termination or any change in the policy and shall describe the project and provide coverage for the following terms:

- A. Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit with the Next Michigan Superior Trade Zone Corporation (STZ) listed as an additional insured. Professional liability insurance coverage in the amount of \$1,000,000 minimum.
- B. Motor Vehicle Liability Insurance, including applicable no-fault coverage, combined single limit bodily injury and property damage shall be maintained during the life of the contact. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- C. Worker's Compensation Insurance, including Employer's Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- D. If any of the insurance is canceled, the Firm shall cease operations, and shall not resume until new insurance is obtained.

## **X. Compensation**

Upon selection of the most qualified Vendor on the basis of demonstrated competence and qualifications for the type of professional services required, the Next Michigan Superior Trade Zone Corporation (STZ) will negotiate with the Vendor a price which it determines is fair and reasonable. If the Next Michigan Superior Trade Zone Corporation (STZ) is unable to negotiate a satisfactory contract with the Vendor selected, negotiations with that Vendor will terminate and the Next Michigan Superior Trade Zone Corporation (STZ) may select another Vendor.

Payment by the Next Michigan Superior Trade Zone Corporation (STZ) for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the Next Michigan Superior Trade Zone Corporation (STZ) and approved by the appropriate Next Michigan Superior Trade Zone Corporation (STZ) representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

**XI. Supplemental Information and Requirements**

The Next Michigan Superior Trade Zone Corporation (STZ) reserve the right to waive any informality or defect in any proposal, to accept any proposal or parts thereof or to reject any or all proposals, should it deem it to be in the best interest of the Next Michigan Superior Trade Zone Corporation (STZ) to do so. The Next Michigan Superior Trade Zone Corporation (STZ) reserves the right to revise the contents of the proposal and to negotiate all aspects of this proposal and any future agreement with the successful Firm of the Next Michigan Superior Trade Zone Corporation (STZ) choice.

The Next Michigan Superior Trade Zone Corporation (STZ) further accepts no responsibility for expenses which may be incurred in the preparation of such proposals. The selected Firm shall be expected to comply with all applicable State and Federal laws in the performance of services. Submittals to the Next Michigan Superior Trade Zone Corporation (STZ) are considered public information. The Next Michigan Superior Trade Zone Corporation (STZ) has the right to disclose information contained in the submittals. The Next Michigan Superior Trade Zone Corporation (STZ) further reserves the right to photocopy, circulate, or otherwise distribute any material submitted in response to the Request for Proposal (RFP). Original materials which the consultant may wish returned shall be clearly marked to be returned to them.

The selection of the successful Firm shall be made without regard to race, color, sex, age, religion, sexual preferences, handicap, political affiliation, veteran status, or national origin. The Next Michigan Superior Trade Zone Corporation (STZ) is an Equal Opportunity Employer.

The selected Firm will be required to enter into a Consultant Agreement for this project.

Any questions regarding this request for proposal shall be submitted in writing to Mr. Scott Erbisch at least seven (7) days prior to the deadline for submitting the request for proposal. Written answers to questions, which in the opinion of the Next Michigan Superior Trade Zone Corporation (STZ) Executive Committee may change or substantially clarify the request for proposal, will be submitted to all prospective firms.

**XII. Publication**

This RFP shall be published as follows:

| Name of Publication | Dates |
|---------------------|-------|
|---------------------|-------|

New Business #2

**A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT TO CREATE THE SUPERIOR TRADE ZONE UNDER THE URBAN COOPERATION ACT**

**HUMBOLDT TOWNSHIP – MARQUETTE COUNTY  
NOVEMBER 10, 2014**

WHEREAS, subject to the approval of the Michigan Strategic Fund (the "MSF"), the next Michigan Development Act, 2010 P.A. 275, MCL as amended by PA 238 and Pa239 of 2013, allows for the creation of a Next Michigan Development Corporation ("NMDC") among local government parties for economic development purposes; and

WHEREAS, Act 275 provides, in part, that there first be in place an Interlocal Agreement under the Urban Cooperation Act of 1967, 1967 P.A. 7, MCL 124.501-512 ("ACT 7"); and

WHEREAS, it is further provided in Act 275 that the Act 7 Interlocal Agreement be approved by the Governor of the State of Michigan before submitted to the MSF; and

WHEREAS, the Township of Humboldt – Marquette County has been presented an Interlocal agreement creating the Superior Trade Zone Next Michigan Development Corporation (the "Interlocal Agreement") for economic development purposes and deems it to be in the best interest of the Township of Humboldt – Marquette County to approve the Interlocal Agreement and become a voting participant in the superior Trade Zone.

WHEREAS, THE ACCELERATION OF BUSINESS GROWTH IN Delta and Marquette Counties is consistent with community goals and objectives to provide jobs for residents, make efficient use of existing resources, improve infrastructure and promote the use of regional assets as provided for in comprehensive regional plans; and

NOW THEREFORE BE IT RESOLVED, that the **Township of Humboldt – Marquette County, Michigan**, hereby approves the Interlocal Agreement; and

BE IT FURTHER RESOLVED that the **CLERK** is authorized to execute the Interlocal Agreement on behalf of the **Township of Humboldt – Marquette County, Michigan**, and to consent to non-material adjustments and corrections to the Interlocal Agreement as may be required by the State of Michigan officers and agencies.

Upon a call of the roll, the vote was as follows:

Ayes: 5  
Nays: 0

**RESOLUTION DECLARED ADOPTED**

I the undersigned, being duly qualified and acting **CLERK** of The **Township of Humboldt – Marquette, County**, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the **Township of Humboldt – Marquette County, Michigan**, at a regular board meeting held on November 10, 2014, and that said meeting was conducted and public notice was given pursuant to and in full compliance with the Open Meetings Act, Act 257, Public Acts of Michigan, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
Jill Rankinen, Humboldt Township Clerk

# Negaunee Township

"A Community on the Grow"

42 East M-35

Negaunee, Michigan 49866

Phone: (906) 475-7869

Fax: (906) 475-5071



## Resolution Adopting an Intergovernmental Agreement to Create the Superior Trade Zone under the Urban Cooperation Act

WHEREAS, subject to the approval of the Michigan Strategic Fund (the "MSF"), the Next Michigan Development Act, 2010 P.A. 275, MCL as amended by PA 238 and PA 239 of 2013, allows for the creation of a Next Michigan Development Corporation ("NMDC") among local government parties for economic development purposes; and

WHEREAS, Act 275 provides, in part, that there first be in place an Interlocal Agreement under the Urban Cooperation Act of 1967, 1967 P.A. 7, MCL 124.501-512 ("ACT 7"); and

WHEREAS, it is further provided in Act 275 that the Act 7 Interlocal Agreement be approved by the Governor of the State of Michigan before submitted to the MSF; and

WHEREAS, the Township of Negaunee has been presented an Interlocal Agreement creating the Superior Trade Zone Next Michigan Development Corporation (the "Interlocal Agreement") for economic development purposes and deems it to be in the best interest of the Township of Negaunee to approve the Interlocal Agreement and become a voting participant in the Superior Trade Zone.

WHEREAS, the acceleration of business growth in Delta and Marquette Counties is consistent with community goals and objectives to provide jobs for residents, make efficient use of existing resources, improve infrastructure and promote the use of regional assets as provided for in comprehensive regional plans; and

NOW THEREFORE BE IT RESOLVED, by the Township of Negaunee, Michigan, hereby approves the Interlocal Agreement; and

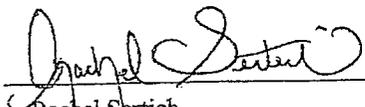
BE IT FURTHER RESOLVED that the Township Supervisor is authorized to execute the Interlocal Agreement on behalf of the Township of Negaunee, Michigan, and to consent to non-material adjustments and corrections to the Interlocal Agreement as may be required by the State of Michigan officers and agencies.

Ayes: Carlson, Ennett, Nurmi, Sertich & Soine  
Nays: None

Motion Carried

### CERTIFICATION

*I hereby certify that the foregoing constitutes a true and complete excerpt from the Minutes of a Regular Board Meeting held by the Negaunee Township Board on September 11, 2014 that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 PA 267; that a quorum of the Board was present and that minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.*

By:   
Rachel Sertich  
Negaunee Township Clerk

(SEAL)

NB#1 NB#2  
S.T.2 NB#4  
9/24/15

INTERLOCAL AGREEMENT

Creating the

SUPERIOR TRADE ZONE NEXT MICHIGAN  
DEVELOPMENT CORPORATION

This is an Interlocal Agreement ("Agreement") entered into by and among the signatory public agencies (each a "Public Agency" or collectively the "Public Agencies") pursuant to, and as defined in, the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967 (Ex Sess), as amended, MCL 124.501 to 124.512 ("Act 7"). The Public Agencies signing this Agreement may also be referred to as "Parties", or each a "Party". Certain of the Parties are Counties and these Parties may be referred to as "County Parties" or each a "County Party". "Local Government Party" shall mean any Party organized as a Michigan city, village, charter township, or township.

#### RECITALS

A. The Parties are cognizant of the need in this state, and within their respective jurisdictions, for programs to encourage economic development and investment, job creation and job retention, and ancillary growth.

B. Act 7 permits a Public Agency to exercise jointly with any other Public Agency any power, privilege or authority that such Public Agencies share in common and which each might exercise separately. All Parties to this Agreement are Public Agencies under Act 7.

C. As one means for addressing the above-recited need, the Parties desire to enter into this Agreement, pursuant to Act 7, to jointly create and exercise the economic development powers shared by the Parties. The County Parties and the Local Government Parties desire to create a Next Michigan Development Corporation pursuant to the Next Michigan Development Act, Public Act 275 of 2010, MCL 125.2951-125.2959, as the same may be amended from time to time, (the "Next Michigan Development Act").

D. Each Party has the power, privilege and authority to perform various economic development activities and administrative functions supportive of economic development activities and to enter into this Agreement.

E. Each Party, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties covenant and agree as follows:

#### ARTICLE I DEFINITIONS

The following words and expressions, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive and/or either within or without quotation marks shall be defined and interpreted as follows:

Section 1.01 "Act 7" means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967 (Ex Sess), MCL 124.501 to 124.512.

Section 1.02 "Act 24" means 1995 PA 24, Michigan Economic Growth Authority, as amended, MCL 207.801 - 207.810.

Section 1.03 "Act 198" means Act No. 198 of the Public Acts of Michigan, 1974, as amended, MCL 207.551 to 207.572

Section 1.04 "Act 206" means the General Property Tax Act, Act No. 206 of the Public Acts of Michigan, 1893, as amended, MCL 211.1 to 211.157.

Section 1.05 "Act 275" means 2010 PA 275, the Next Michigan Development Act, MCL 125.2951 - 125.2959.

Section 1.06 "Act 281" means the Local Development Financing Act, Act No. 281 of the Public Acts of Michigan, 1986, as amended, MCL 125.2151 to 125.2174.

Section 1.07 "Act 376" means the Renaissance Zone Act, Act No. 376 of the Public Acts of Michigan, 1996, as amended, MCL 125.2681 to 125.2696.

Section 1.08 "Act 381" means the Brownfield Redevelopment Financing Act, Act No. 381 of the Public Acts of Michigan 1996, as amended, MCL 125.2651 to 125.2672.

Section 1.09 "Agreement" means this Interlocal Agreement, dated as of the Effective Date.

Section 1.10 "Authority District" means that term as defined in Act 281 (MCL 125.2152 (f))

Section 1.11 "Budget Act" means the Uniform Budgeting and Accounting Act, Act No.2 of the Public Acts of Michigan, 1968, as amended, MCL 141.421 to 141.440a.

Section 1.12 "Corporation" means the Superior Trade Zone Next Michigan Development Corporation created by this Agreement, a separate legal entity and public body corporate and politic, to administer the economic development objectives and purposes set forth herein.

Section 1.13 "Corporation Board" means the board of the Corporation created by Article VI of this Agreement.

Section 1.14 "Effective Date" means the later of the dates on which a fully executed copy of this Agreement is (1) first filed with the Michigan Department of State, Office of the Great Seal, and (2) filed with the County Clerk of each county in which a Party to this Agreement is located.

Section 1.15 "Eligible Next Michigan Business" means that term as defined in Act 24 (MCL 207.803 (h))

Section 1.16 "Executive Committee" means any executive committee of the Corporation Board created pursuant to Article VII of this Agreement.

Section 1.17 "Fiscal Year" means the fiscal year of the Corporation, which shall begin on January 1 of each year and end on December 31 of each year, or such other fiscal year as may be determined from time to time by the Corporation.

Section 1.18 "FOIA" or "Freedom of Information Act" means the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan, 1976, as amended, MCL 15.231 to 15.246.

Section 1.19 "Superior Trade Zone Master Design Plan" or "Master Design Plan" means an overall design plan adopted by the Corporation pursuant to Section 5.03 of this Agreement for the coordinated and orderly development of the Zone, including the recommended designation of,

and uses by, the Local Government Parties under relevant provisions of the Zoning Act. The Master Design Plan shall have no binding force or effect within or upon any portion of the territory of any Local Government Party except to the extent expressly approved by resolution of the governing body of the Local Government Party.

Section 1.20 "Local Government Party" shall mean any Party organized as a Michigan city, village, charter township, or township.

Section 1.21 "Michigan Strategic Fund" or "MSF" means the Michigan Strategic Fund created pursuant to Act No. 270 of the Public Act of Michigan, 1984, as amended, MCL 125.2001 to 125.2094.

Section 1.22 "Next Michigan Development Area" or "NMDA" means that term as defined in Act 281 (MCL 125.2152 (aa))

Section 1.23 "Next Michigan Renaissance Zone" or "Renaissance Zone" means that term as defined in Act 376 (MCL 125.2683 (l))

Section 1.24 "OMA" or "Open Meetings Act" means the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, MCL 15.261 to 15.275.

Section 1.25 "Participation Agreement" means an agreement as described in Article IX of this Agreement.

Section 1.26 "Party" or "Parties" means, either individually or collectively as applicable, each County Party and Local Government Party.

Section 1.27 "Permit" shall mean a permit, license or approval required to be granted by a Local Government Party as a condition of the operation of a business.

Section 1.28 "Person" means any individual, authority, profit or non-profit corporation, partnership, limited liability company, university, joint venture, trust, association, chamber of commerce, travel and visitors center, Public Agency, or other legal entity.

Section 1.29 "Public Agency" means that term as defined in Act 7.

Section 1.30 "Site Plan" means that term as defined in the Zoning Act.

Section 1.31 "State" means the State of Michigan.

Section 1.32 "Territory of the Corporation" shall mean the area within the collective boundaries of the Local Government Parties.

Section 1.33 "Tax Increment Revenues" means that term as defined in Act 281, provided that notwithstanding other provisions of State law, for purposes of the Corporation, "Tax Increment Revenues" shall not include any of the following: The amount of ad valorem property taxes or specific taxes captured by a downtown development authority under Act No. 197, Public Acts of Michigan, 1975, as amended, MCL 125.1651 to 125.1681, a tax increment financing authority under Act No. 450, Public Acts of Michigan, 1980, as amended, MCL 125.1801 to 125.1830, a local development finance authority under Act 281, or a brownfield redevelopment authority under Act 381, if those taxes were being captured by such other authorities on the Effective Date.

Section 1.34 "TIF Plan" means a Development Plan and a tax increment financing plan as those terms are defined and used in Act 281.

Section 1.35 "Zone" means a Next Michigan Renaissance Zone.

Section 1.36 "Zoning Act" means the Michigan Zoning Enabling Act, Act No. 110 of the Public Acts of Michigan, 2006, as amended, MCL 125.3101 to 125.3702.

## ARTICLE II

### CREATION OF THE SUPERIOR TRADE ZONE NEXT MICHIGAN DEVELOPMENT CORPORATION

Section 2.01 **Creation and Legal Status of the Superior Trade Zone Next Michigan Development Corporation.** There is hereby created a separate legal entity and public body corporate and politic to be known as the "Superior Trade Zone Next Michigan Development Corporation" for the purpose of administering and executing this Agreement. The Corporation shall have all of the powers granted in this Agreement.

Section 2.02 **Geographic Boundaries.** The boundaries of the Corporation within which it may exercise its powers shall be the area within the collective political boundaries of the Local Government Parties. The Corporation shall have no extraterritorial power or authority.

Section 2.03 **Principal Office.** The initial principal office of the Corporation is 234 W. Baraga Ave, Marquette, Michigan, or such other location as may be determined from time to time by the Corporation Board.

Section 2.04 **Title to Corporation Assets.** Except as otherwise provided under the terms of a transfer of programs and/or funding from a Party or Person to the Corporation, the Corporation shall have exclusive title to all its property, and no Party or Person shall have an ownership interest in Corporation property.

Section 2.05 **Tax-exempt Status.** The Parties intend and declare the activities of the Corporation to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend and declare the activities of the Corporation to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the business taxes and ad valorem property taxes under Act 206, and exempt to the extent provided under Michigan law from all governmental assessments and fees otherwise applicable to private entities.

Section 2.06 **Compliance with Law.** The Corporation shall comply with all federal and state laws, rules, regulations, and orders applicable to this Agreement, including duties and obligations that may from time to time be transferred to the Corporation from each of the respective Parties or to which the Corporation shall be subject by direction of the Parties.

Section 2.07 **Independent Contractor.** The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to each other shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right or benefit arising out of any

employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

**Section 2.08 No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Agreement, and/or any other right of any kind, in favor of any Person.

**Section 2.09 Ethics: Conflicts of Interest.** Members of the Corporate Board and Executive Committee and the officers, appointees and employees of the Corporation shall be considered "public servants" as defined in, and shall be subject to, Act No. 317, Public Acts of Michigan, 1968, as amended, MCL 15.321 to 15.330, and shall be considered "public officers" or "employees," as applicable, as defined in, and shall be subject to, Act No. 196, Public Acts of Michigan, 1973, as amended, MCL 15.341 to 15.348.

**Section 2.10 Limitation of Liability.** To the extent that a Party has transferred any administrative obligation or responsibility imposed upon it by law to the Corporation, and to the extent that such Party has provided funding as may be required by agreement with the Corporation, actual and timely performance by the Corporation shall be deemed satisfaction of the Party's obligation or responsibility. In such cases, the transferring Party shall not be responsible in any way for performance of the transferred obligation or responsibility. An agreement respecting transfers of administrative obligations or responsibilities may limit the liability of a transferring Party for any actions taken by the Corporation. The Corporation may insure against any such potential loss/damage.

**Section 2.11 Assumed Name.** The Corporation shall have the power and authority to operate under an assumed name as determined from time to time by the Corporation Board.

### ARTICLE III PURPOSE

**Section 3.01 Purpose.** The purpose of the Corporation shall be to take advantage of the provisions of State law, now or hereafter enacted, enabling the creation and implementation of economic development activities generally and of Next Michigan Development Corporations as defined in Act 275, in particular, and to attract Eligible Next Michigan Businesses, as that term is defined in Act 24, and shall include the exercise of power granted by State law and the joint exercise of shared powers, privileges or authority of the Parties to perform successful, effective and efficient economic development programs and functions throughout the Territory of the Corporation. Shared powers shall include the coordination of complementary local programs and functions of the Parties. The Parties desire and intend that the Corporation created hereby be fully empowered and authorized to exercise such powers as granted by Act 7 and Act 275, as the same may be amended from time to time, and any laws subsequently enacted allowing for the creation and governance of investment zones for economic development purposes, of whatsoever nature, to the fullest extent authorized by law without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

ARTICLE IV  
GENERAL POWERS OF CORPORATION

Section 4.01 Powers Granted Under Act 7. In carrying out its purposes, the Corporation may perform, or perform with any Person, as applicable, any power, privilege, or Corporation that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and in accordance with relevant law, except as expressly otherwise provided in this Agreement. The Corporation shall not have the power to bind a Party, unless otherwise agreed to by the Party. The enumeration of a power in this Agreement shall not be construed as a limitation upon the powers of the Corporation, and is in addition to any powers authorized by law. Among other things, the Corporation, in its own name, shall have the power to:

- (a) Make or enter into contracts;
- (b) Employ agencies or employees;
- (c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- (e) Incur debts, liabilities, or obligations that, except as expressly authorized in writing by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;
- (f) Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7;
- (g) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
- (h) Form other entities necessary to further the purposes of the Agreement; and
- (i) Sue and be sued.

Section 4.02 Additional Powers Granted Under Act 7. The Corporation shall also have the power to:

- (a) Employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable civil service and merit systems and Act 7;
- (b) Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
- (c) Promulgate necessary rules and provision for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement;
- (d) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Corporation may apply for and accept grants, loans, or contributions from any source. The Corporation may do anything within its power to secure the grants, loans, or other contributions;

- (e) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement;
- (f) Respond for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
- (g) Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses, and the rights of the other Parties in such cases;
- (h) Engage auditors to perform independent audits of the financial statements of the Corporation;
- (i) Invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
- (j) Employ legal, financial and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;
- (k) Study, develop, and prepare the reports or plans the Corporation considers necessary to further the purposes of this Agreement and to monitor and evaluate performance under this Agreement; and
- (l) Indemnify, as permitted by law, and procure insurance indemnifying any members of the Corporation Board or officers or employees of the Corporation from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Corporation.

**Section 4.03 Powers Under Other State Law.** In addition to all general powers granted under Act 7, the Corporation also shall have all of the powers granted to a Next Michigan Development Corporation created under Act 275 and under other applicable State law, now existing or as hereafter amended, including specifically by way of example and not limitation, Act 376, Act 281, Act 198 and Act 206, it being the intent of the Parties that the Corporation be empowered to accomplish its purposes to the full extent authorized by law.

Furthermore, by way of example and not limitation, the Corporation shall have all the powers granted under existing law, or subsequently enacted, allowing for the establishment of investment zones for economic development purposes throughout the state. Such powers shall include, but not be limited to, powers to establish the location, administration, management, requirements, and duration of such investment zones for economic development purposes.

**Section 4.04 Bonds or Notes: Limitations.** The Corporation shall not issue any type of bond in its own name or in any way indebted a Party except as provided below. The Corporation may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes provided that the Corporation shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Corporation, exceeds 2 mills of the taxable value of the taxable property within the Parties as determined under section 27a of The General Property Tax Act, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Corporation are the debt of the Corporation and not of the Parties. Bonds or notes issued by the Corporation are for an

essential public and governmental purpose. Pursuant to Section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Corporation are subject to Act 34 as required by Section 7(8) of Act 7.

**Section 4.05 Tax Limitation.** The Corporation shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement, however, prevents the Parties from levying taxes in their own right and assigning the revenue from such taxes to the Corporation, to the extent permitted by law.

**Section 4.06 Limitation on Political Activities.** The Corporation shall not spend any public funds on political activities. This section is not intended to prohibit the Corporation from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 to 169.282.

**Section 4.07 No Waiver of Governmental Immunity.** The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law.

#### ARTICLE V SPECIFIC POWERS OF CORPORATION; LIMITATIONS

**Section 5.01 Development Criteria.** The Corporation shall have the power to develop and establish development criteria and development-ready preconditions for the use of Parties in economic development assistance within the geographic territory of the Corporation.

**Section 5.02 Design Standards.** The Corporation shall promulgate specific design standards to be applied to property and developments, which receive economic development incentives under this Agreement and relevant law. The design standards shall be submitted to the Local Government Party / Parties and applicable County Party for approval prior to implementation.

To the extent reasonably practicable, in the promulgation of design standards the Corporation shall take into reasonable consideration the protective covenants and zoning ordinance provisions recommended by the Michigan Economic Development Corporation and the Michigan Economic Developers Association (or any similar successor organization(s)) for "Certified Business Parks" or any similar subsequently-recognized designation by Michigan economic developer associations or groups.

**Section 5.03 Superior Trade Zone Master Design Plan.** The Corporation, in collaboration with the Local Government Parties / applicable County Parties, shall have the power to promulgate a Master Design Plan for areas within the Territory of the Corporation. The Master Design Plan may include proposed land uses, and shall be submitted to the Local Government Party / Parties, and applicable County Party for approval prior to implementation.

**Section 5.04 Application Criteria and Review; Incentives.** The Corporation shall have the power to promulgate application materials; to seek and accept applications from prospective developers and businesses; to establish criteria for Eligible Next Michigan Businesses; to establish criteria and review applications for incentives from prospective developers and businesses; to make determinations in its sole discretion in respect of the

approval, in whole or in part, of such applications and of economic development incentives under relevant law (including, by way of example and not limitation, under Act 376, Act 281, Act 198 and Act 206), except as such discretion is expressly limited by this Agreement or law; to consult with the Michigan Strategic Fund in respect of applications and approvals; to monitor the performance of applicants; and to make recommendations in respect of applications to the Michigan Strategic Fund, a Local Government Party, County Party, or any other Person having subject matter jurisdiction.

**Section 5.05 Infrastructure Planning and Development.** The Corporation shall have the power to work with State and local government officials in the planning and development of infrastructure within the Territory of the Corporation.

**Section 5.06 Site Selection.** The Corporation shall have the power to assist prospective developers and businesses with selection of development sites within the Territory of the Corporation.

**Section 5.07 Marketing: Business Attraction.** The Corporation shall have the power to conduct marketing and business attraction efforts.

**Section 5.08 Real Estate Development.** The Corporation shall have the power to assist any Person in respect of the development of real estate for use by an eligible Next Michigan Business within the Territory of the Corporation.

**Section 5.09 Regulatory Assistance and Processing.** The Corporation shall have the power to provide assistance to prospective developers and businesses in respect of applying for and obtaining any necessary or advisable licenses, permits or approvals from federal, State and local government entities.

**Section 5.10 Streamlined Permitting Processes.** The Parties recognize the need for uniform and streamlined local permitting processes, and therefore the Corporation shall have the power to promulgate and recommend for approval to the Local Government Parties streamlined permitting and approval processes for projects within the Territory of the Corporation.

**Section 5.11 Local Government Assistance.** The Corporation shall have the power to provide assistance to Local Government Parties with the implementation and coordination of economic development programs within the Territory of the Corporation.

**Section 5.12 Designation of Next Michigan Renaissance Zones: Criteria: Local Government Party /County Party Disapproval.** Subject to the provisions of Act 376 and herein, the Corporation shall have the power to designate property within the Corporation's geographic territory as a Next Michigan Renaissance Zone (Zone). Prior to any such designation, the Corporation shall receive a resolution of approval from the Local Government Party and applicable County Party within which the Zone is proposed to be located. Within the first six months following the approval of this Corporation as a Next Michigan Development Corporation by the Michigan Strategic Fund (MSF), each initial Local Government Party shall be entitled to designate and request by resolution to the Corporation of one Zone within its territory for the Corporation's consideration provided; that such Zone shall be consistent with the Superior Trade Zone Master Design Plan; shall adhere to the permitting, zoning and design standards adopted by the Corporation; and each respective Local Government Party and applicable County Party shall assist with the preparation of the development plan in respect of such Zone within its territory. The Corporation shall consider the criteria set forth in section 7 of Act 376, MCL 125.2687, in

designating a Zone. The Corporation shall provide written notice of the proposed recommendation of property as a Zone to each Local Government Party and applicable County Party within 10 days of such recommendation. The Corporation shall have no power to designate, and shall not designate, a Zone if the Local Government Party or applicable County Party within which the proposed Zone is to be located delivers to the Corporation, either prior to any such recommendation by the Corporation or not later than 45 days after the Local Government Party / County Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's and applicable County Party's governing body stating its disapproval of a Zone recommendation; provided, however, that a Local Government Party / County Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Zone recommendation to which the original disapproval applied.

**Section 5.13 Designation of Next Michigan Development Areas ("NMDA"):- Criteria: Conditions: Local Government Party/ County Party Disapproval.** The Corporation shall establish criteria for and may establish an Authority under Act 281 and an Authority District and designate a NMDA within the Authority District. Prior to the establishment of a NMDA, the Corporation shall receive a resolution of approval from any Local Government Party / County Party within which the NMDA is proposed to be located. Except as provided below, the Corporation shall not use Tax Increment Revenues derived from ad valorem taxes levied by a Local Government Party for any project or purpose outside the territory of the Local Government Party / County Party without the Local Government Party's / County Party written consent to the use. Notwithstanding the foregoing, the Corporation may use Tax Increment Revenues for the purpose of paying the Corporation's operating expenses to the extent permitted by law. This Agreement shall be deemed to be an agreement with taxing jurisdictions to share a portion of the captured assessed value or to distribute tax increment revenues among taxing jurisdictions as contemplated by section 12(5) of Act 281. The Corporation shall provide written notice of the proposed designation of an NMDA to each Local Government Party and applicable County Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, an NMDA if the Local Government Party within which the proposed NMDA is to be located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 45 days after the Local Government Party and applicable County Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of NMDA designation; provided, however, that a Local Government Party and applicable County Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party / County Party thereafter may not disapprove of the NMDA designation to which the original disapproval applied.

**Section 5.14 Designation of Eligible Next Michigan Business: Local Government Party / County Party Disapproval.** Subject to the provisions of Act 376 and herein, the Corporation shall have the power to designate a business for certification as an Eligible Next Michigan Business. The Corporation shall provide written notice of the proposed designation of a business as an Eligible Next Michigan Business to each Local Government Party and applicable County Party within 10 days of such designation. The Corporation shall have no power to designate, and shall not designate, a business as an Eligible Next Michigan Business if the Local Government Party or applicable County Party within which the proposed Eligible Next Michigan Business proposes to locate or is located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 45 days after the Local Government Party / applicable County Party has received written notice from the Corporation of the designation, a

resolution from the Local Government Party's and applicable County Party's governing body stating its disapproval of an Eligible Next Michigan Business designation; provided, however, that a Local Government Party / County Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party / County Party thereafter may not disapprove of the Eligible Next Michigan Business designation to which the original disapproval applied. An eligible Next Michigan Business shall be designated only with respect to a particular proposed project for which tax incentives are sought. Each separate proposal submitted by a business for consideration for tax incentives shall require that the business be separately designated as a Eligible Next Michigan Business in respect of that specific proposal, notwithstanding any prior designation as an Eligible Next Michigan Business in respect of another proposal. For purposes of the foregoing limitation, "particular proposed project" shall mean a project as described by the business applicant with reasonable specificity satisfactory to the Corporation as to location, development components, operating characteristics, site improvements, capital investment, ancillary improvements, and other relevant information. No separate Eligible Next Michigan Business designation shall be required for any expansion of an existing project which does not exceed a capital investment of 100% of the capital investment previously made by the Eligible Next Michigan Business in respect of that existing project.

**Section 5.15 Approval of Act 198 Tax Abatements; Local Government Party and County Party Disapproval.**

Subject to the provisions of Act 198 and herein, the Corporation shall have the power to establish plant rehabilitation districts and industrial development districts and exercise the other powers under Act 198. The Corporation shall provide written notice of the proposed approval of a plant rehabilitation district or an industrial development district to each Local Government Party within 10 days of such approval. The Corporation shall have no power to approve, and shall not approve, a plant rehabilitation district or an industrial development district if the Local Government Party and applicable County Party within which the proposed plant rehabilitation district or industrial development district is located delivers to the Corporation, either prior to any such approval by the Corporation or not later than 45 days after the Local Government Party and applicable County Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party's / County Party's governing body stating its disapproval of the establishment of the district; provided, however, that a Local Government Party / County Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party County Party thereafter may not disapprove of the district to which the original disapproval applied.

**Section 5.16 Approval of Personal Property Tax Exemptions; Local Government Party / County Party Disapproval.**

Subject to the provisions of Act 206 and herein, the Corporation shall have the power to exempt new personal property under section 9f of Act 206. The Corporation shall provide written notice of the proposed resolution exempting such property to each Local Government Party and applicable County Party within 10 days of the approval of such resolution. The Corporation shall have no power to approve, and shall not approve, any exemption of new personal property under Act 206 if the Local Government Party and applicable County Party within which the new personal property proposed to be exempted is located delivers to the Corporation, either prior to any such approval by the Corporation or not later than 45 days after the Local Government Party / County Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party's / County Party's governing body stating its disapproval of the exemption; provided, however, that a Local Government Party / County Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party / County Party thereafter may not disapprove of the exemption to which the original disapproval applied.

ARTICLE VI  
CORPORATION BOARD

**Section 6.01 Corporation Board Composition.** The appointing authority of each Party shall appoint one (1) member of the Corporation Board. Members of the Corporation Board shall serve at the pleasure of the appointing Party for terms established by each Party, but not to exceed three (3) years.

(a) Each Party entitled to membership on the Corporation Board shall have the ability to appoint one (1) alternate to serve in a permanent member's place and stead if the permanent member is absent from a Corporation Board meeting. Appointment of the alternate shall be made by the appointing authority in writing.

(b) A vacancy on the Corporation Board shall be filled in the same manner as the original appointment for the balance of the unexpired term.

(c) A Corporation Board member may be removed by the appointing authority at will.

**Section 6.02 Meetings.** The Corporation Board shall meet at least annually at the place, date, and time the Corporation Board shall determine. Meetings shall comply with the Open Meetings Act. To the extent permissible by Michigan law, the conduct of, and the participation in, meetings may occur through electronic or telephonic means.

**Section 6.03 Quorum and Voting.** A majority of the Corporation Board then in office and present in person shall be required to constitute a quorum for the transaction of business, and a majority vote at a meeting at which a quorum is present shall be necessary for the transaction of business.

**Section 6.04 Corporation Board Powers and Responsibilities.** The Corporation Board shall do all of the following by a majority vote:

- (1) Adopt rules of procedure governing the Corporation Board and its actions and meetings. Initial rules of procedure shall be adopted within six (6) months of the first meeting of the Corporation Board. The rules of procedure shall contain provisions for, and a process governing, dispute resolution between and among the Parties.
- (2) Exercise all powers of the Corporation granted to the Corporation by this Agreement and under law.
- (3) Elect officers of the Corporation, which shall be a Chair, Vice-Chair, Secretary and Treasurer, and such other officers or assistant officers as the Corporation Board may determine. The offices of Secretary and Treasurer may be combined. Approve policies to govern and implement the day-to-day operations of the Corporation.
- (4) Provide a system of accounts and approve the Corporation budget.
- (5) Adopt an investment policy.
- (6) Cause to be conducted an annual independent audit of the Corporation in accordance with the Budget Act.
- (7) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

**Section 6.05 Fiduciary Duty.** The members of the Corporation Board are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Corporation Board shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

**Section 6.06 Compensation.** The members of the Corporation Board shall receive no compensation for the performance of their duties, but each member may be reimbursed for such member's reasonable expenses in carrying out those duties, as reviewed and approved by Corporation Board. A member of the Corporation Board may engage in private or public employment, or in a profession or business.

**Section 6.07 Conflicts of Interest.** The Corporation Board may establish policies and procedures requiring periodic disclosure of any relationship that may give rise to a conflict of interest. The Corporation Board may require that a member who has a direct interest in any matter before the Corporation disclose the member's interest and any reasons reasonably known to the member of the Corporation Board why the transaction may not be in the best interest of the public before the Corporation Board takes any action with respect to the matter. The disclosure shall become part of the record of the Corporation's proceedings. The Corporation Board also may establish policies to preclude the opportunity for and the occurrence of transactions by the Corporation that would create a conflict of interest involving members of the Corporation Board, and employees of the Corporation. At a minimum, these policies to be established for the Corporation should include compliance by each member of the Corporation Board and employees of the Corporation who regularly exercise significant discretion over the award and management of Corporation projects with policies governing the following:

(a) Immediate disclosure of the existence and nature of any financial interest of an individual or immediate family member that would reasonably be expected to create a conflict of interest.

(b) Withdrawal by an employee or member from participation in or discussion or evaluation of any recommendation or decision involving a Corporation project that would reasonably be expected to create a conflict of interest for that employee or member.

#### ARTICLE VII

#### EXECUTIVE COMMITTEE AND CHIEF EXECUTIVE OFFICER

**Section 7.01 Executive Committee.** By a two-thirds vote of the voting members of the Corporation Board then serving in office, the Corporation may establish an Executive Committee with such powers, duties, rules, and procedures as may be set forth in the resolution of the Board establishing the Executive Committee. Until such time as an Executive Committee is established and empowered by the Corporation Board, the Corporation Board shall be the sole governing body of the Corporation.

**Section 7.02 Chief Executive Officer.** The Corporation Board may select and retain a Chief Executive Officer. The Chief Executive Officer shall administer the Corporation in accordance with the direction of the Corporation Board, the operating budget, the general policy guidelines established by the Corporation Board, other applicable governmental procedures and

policies, and this Agreement. The Chief Executive Officer shall be responsible for the day-to-day operation of the Corporation; the control, management and oversight of the Corporation's functions; and supervision of all Corporation employees. All terms and conditions of the Chief Executive Officer's employment, compensation, including length of service, shall be specified in a written contract between the Chief Executive Officer and the Corporation Board, provided that the Chief Executive Officer shall serve at the pleasure of the Corporation Board, and the Corporation Board may remove or discharge the Chief Executive Officer by a vote of not less than three-fifths (3/5) of its voting members then serving in office.

#### ARTICLE VIII DURATION OF, WITHDRAWAL FROM, AND TERMINATION OF INTERLOCAL AGREEMENT

**Section 8.01 Duration.** The Corporation commences on the Effective Date and continues for a term of twenty-five (25) years unless earlier terminated in accordance with this Article VIII.

**Section 8.02 Withdrawal by a Party.** Any Party may withdraw from the Agreement at any time upon notice given six (6) months in advance to Corporation, or in accordance with section 14.10 of this Agreement, and the Corporation thereafter shall exercise no power or authority within the territory of the withdrawing Party; provided that if the Corporation has incurred debts or obligations in reliance upon the payment by the Party of a share of the debt or obligation, the Party shall remain obligated for any such payment following its withdrawal from the Agreement; and provided further that the withdrawal of a Party shall not invalidate nor terminate prior to its stated termination date any Next Michigan Renaissance Zone, Next Michigan Development Area, TIF Plan or the collection of Tax Increment Revenues, or any other economic development incentive previously established or granted prior to the withdrawal of the Party, and the withdrawing Party shall be deemed to remain a Party if necessary for the limited purpose of preserving any of the foregoing incentives, and provided further, that in the event of a withdrawal by a Party, the Corporation shall not extend the effective term of any of the foregoing incentives beyond its stated termination date.

**Section 8.03 Termination.** This Agreement shall continue until terminated by the first to occur of the following:

- (a) When there is one (1) Party;
- (b) A three-fourths (3/4) vote of the voting members of the Corporation Board then serving in office; or
- (c) Expiration of the stated term of the Agreement.

**Section 8.04 Disposition upon Termination.** As soon as possible after termination of this Agreement, the Corporation shall wind up its affairs as follows:

- (a) All of the Corporation's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Corporation and distribution of its assets shall be paid first; and
- (b) The remaining assets, if any, shall be distributed among the remaining Parties in accordance with Act 7 or other relevant law, and otherwise in proportion to their contributions to the Corporation.

ARTICLE IX  
FEES

**Section 9.01 Initial Annual Fees.** Commencing on the Effective Date, for the first three (3) term years the following fee schedule will apply, subject to modification as provided for in Section 9.02. Delta and Marquette Counties will each contribute \$10,000 annually. This fee by the Counties will also allow for any Township to become a Local Government Party to this Agreement. The Cities of Marquette and Escanaba will also contribute \$10,000 annually. This fee paid by the Cities will also allow for any City to become a Local Government Party to this agreement.

Please note, the annual fee does not strictly have to come from each party noted. It can be a shared fee from the other Local Government Parties that also wish to participate within the Corporation.

**OPTIONAL -** The initial annual fee may be waived in its entirety for the initial Local Government Parties to this agreement in consideration of the in-kind contributions made in support of creating the Corporation and pursuing appropriate supporting legislation. The fixed entry fee for Local Government Parties subsequently joining the Corporation may be waived in whole or in part by the Executive Committee in its sole discretion in consideration of in-kind contribution(s).

**Section 9.02 Annual Membership Fees.** Except as otherwise provided in Section 9.01, the Corporation Board shall establish and may revise biannually membership classes and a schedule of annual membership fees for the Corporation, including its membership classes. The membership fees shall include fee categories for Parties and for non-Party entities. The Corporation's operating expenses shall be paid for first from the collection of Tax Incremental Revenues by the Corporation under a TIF Plan, and the amount of Tax Incremental Revenues attributable to a Party's annual millage levy shall be credited against that Party's annual membership fee, provided that for the first five years from the establishment of a Next Michigan Development Area, the credit against the annual membership fee shall not exceed 1/3 of the then applicable fee. The balance of the annual membership fee shall be paid by the Party from any funds legally available for such purpose.

**Section 9.03 Personal Property, Assets and Services.** Any Party or entity from time to time may make contributions of personal property and assets to the Corporation. The reasonable value of any property and assets contributed may be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Corporation Board. Reasonable value shall be determined by the Corporation Board, in its sole discretion, by reference to a published market rate of the items in question, competitive quotes, or other objective measure approved by the Corporation Board.

**Section 9.04 Employees.** Any Party or entity from time to time may contribute employees to the Corporation. The reasonable value of employees contributed shall be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Corporation Board. Reasonable value shall be determined by the Corporation Board, in its sole discretion, based upon a proration for the time worked of the annual total compensation of the employee being loaned or other objective measure approved by the Corporation Board. The Corporation shall have full discretion to return the employee to the

Party or other entity for non-performance, in which case the Party shall be subject to and shall promptly pay the Party's or other entity's remaining membership fee.

**Section 9.05 Marketing Costs.** The Corporation annually shall prepare a marketing budget for the Corporation for the purpose of paying for marketing efforts designed to attract businesses to, and create jobs within, the Territory of the Corporation.

**Section 9.06 Acts and Omissions.** The Corporation shall only be liable for its own acts or omissions which occur after the Effective Date and none of the Parties shall be liable for any acts or omissions of the Corporation.

**Section 9.07 Execution of Documents.** The Corporation and each Party shall cooperate in order to execute and deliver to the Corporation any and all documents including bills of sale, assignments, and certificates necessary or appropriate to effectuate each Party's contribution to the Corporation.

**Section 9.08 Participation Agreement.** The Corporation and a Party may enter into a Participation Agreement for the purpose of executing the purposes and activities contemplated herein.

#### ARTICLE X ADMISSION OF OTHER PARTIES

**Section 10.01 Procedure.** Following the Effective Date, a Public Agency may become a Party by submitting a written request to the Corporation Board pursuant to guidelines established by the Corporation Board, payment of the then applicable membership fees, and in accordance with law. The Corporation Board shall approve or deny the request. Approval of this Agreement shall be by resolution of the entity seeking to become a Party.

**Section 10.02 Effective Date.** The effective date of admission of a Party is the date on which a fully executed copy of this Agreement which contains the name and signatory of the newly admitted Party is filed with Michigan Department of State, Office of the Great Seal, and filed with the County Clerk of each county which is a Party to this Agreement pursuant to Section 10 of Act 7.

**Section 10.03 Not an Amendment to Agreement.** The admission of additional Parties after the initial Effective Date of this Agreement shall not constitute an amendment to or alternative form of this Agreement nor change the Effective Date. Any amendment to or alternative form of this Agreement may be made only in accordance with Section 14.10

#### ARTICLE XI REVENUE SHARING, JOINT PLANNING COMMISSION

**Section 11.01 Revenue Sharing.** The Parties conceptually agree that the Corporation's success in attracting economic development should be shared among all Parties. The Parties therefore agree to investigate a fair and equitable means of sharing all or a portion of revenue derived by and for the benefit of the Parties in accordance with the provisions of Act 7 and other relevant law. However, it is initially anticipated that all revenue earned in the first three (3) term years will be utilized to operate, market, and manage the corporation.

**Section 11.02 Joint Planning Commission.** The Parties agree to consider the feasibility of establishing a joint planning commission under the Joint Municipal Planning Act, Act No. 226 of 2003, MCL 125.131 to 125.143.

## ARTICLE XII BOOKS AND REPORTS

**Section 12.01 Accrual Basis.** The Corporation shall maintain its books of account on an accrual basis of accounting, except as otherwise required by law.

**Section 12.02 Corporation Records.** The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation shall include a copy of this Agreement along with a listing of the names and addresses of the Parties. Such records and documents shall be maintained until termination of this Agreement.

**Section 12.03 Financial Statements and Reports.** The Corporation shall cause to be prepared at least annually, at Corporation expense, audited financial statements prepared in accordance with the Budget Act and with generally accepted accounting principles and accompanied by a written opinion of an independent Certified Public Accountant. A copy of the annual financial statement and report shall be filed with the State Department of Treasury within six months after the end of the Corporation's Fiscal Year in accordance with law, with copies filed with each Party.

**Section 12.04 Freedom of Information Act.** The Corporation is subject to and shall comply with the Freedom of Information Act.

## ARTICLE XIII FINANCES

**Section 13.01 Annual Budget.** The Corporation shall be subject to and comply with the Budget Act. The Corporation Board annually shall prepare and approve a budget for the Corporation for each Fiscal Year. Each budget shall be approved not less than 15 days prior to the beginning of the Fiscal Year.

**Section 13.02 Deposits and Investments.** The Corporation shall deposit and invest funds of the Corporation, not otherwise employed in carrying out the purposes of the Corporation, in accordance with an investment policy established by the Corporation Board consistent with State law regarding the investment of public funds.

**Section 13.03 Disbursements.** Disbursements of funds shall be in accordance with guidelines established by the Corporation Board and in accordance with the Budget Act and law.

ARTICLE XIV  
MISCELLANEOUS

**Section 14.01 Notices.** Notice of all meetings of any Executive Committee and of the Corporation Board shall be given by the Chief Executive Officer, if any, or his or her designee, in the manner required by the OMA, FOIA, and shall be managed in accordance with State of Michigan Record Management schedules. In addition, at least three (3) days prior to the date set for the holding of any meeting of any Executive Committee or Corporation Board, written notice of the time and place of such meeting shall be sent by email or other electronic means to each Executive Committee member and Corporation Board member, as the case may be, at the email or other appropriate address of such member appearing on the records of the Corporation. Every notice by email or other electronic means shall be deemed duly served as of 5:00 p.m., prevailing Eastern time, next following the actual time when the notice is transmitted, as recorded by the Corporation's communication system.

**Section 14.02 Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

**Section 14.03 No Presumption.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

**Section 14.04 Severability of Provisions.** If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.

**Section 14.05 Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**Section 14.06 Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Section.

**Section 14.07 Terminology.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

**Section 14.08 Cross-References.** References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 14.09 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan, with original jurisdiction and venue vested in a court of competent jurisdiction.

Section 14.10 Amendment. This Agreement may be amended only upon written agreement of all Parties.

Section 14.11 Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this agreement, each of which (taken together) is an original but all of which constitute one instrument.

Section 14.12 Signatories. The signatories for the Parties each certify that he or she is authorized to enter into this Agreement and to execute and bind legally each Party to this document.

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth and effective as of the Effective Date.

FOR THE COUNTY OF MARQUETTE

[Signature]  
Witness

By: [Signature]  
Gerald O. Carlson

His: Chairman

[Signature]  
Witness

Date: September 24, 2014

FOR THE CITY OF MARQUETTE

[Signature]  
Witness

By: [Signature]  
ROBERT NIEMI

His: Mayor

[Signature]  
Witness

Date: 9/25/2014

FOR THE TOWNSHIP OF CHOCOLAY

[Signature]  
Witness

By: [Signature]  
Gary L. Walker

His: Supervisor

[Signature]  
Witness

Date: 9/25/2014

FOR THE TOWNSHIP OF RICHMOND

Witness [Signature]  
Witness [Signature]

By: [Signature]  
William E. Laftzow  
Is: Supervisor  
Date: 9/23/14

FOR THE COUNTY OF DELTA

Witness [Signature]  
Witness [Signature]

By: [Signature]  
Thomas R. Elegeert  
Is: Chairman  
Date: 10-13-14

FOR THE CITY OF ESCANABA

Witness [Signature]  
Witness [Signature]

By: [Signature]  
Eric H. Tall  
Is: Mayor  
Date: 10/10/14

FOR THE CITY OF GLADSTONE

Witness [Signature]  
Witness [Signature]

By: [Signature]  
Joe Hines  
Is: Mayor  
Date: 10/17/14

FOR THE TOWNSHIP OF FORSYTH

Witness [Signature]  
Witness [Signature]

By: [Signature]  
Is: Township Clerk  
Date: 10/16/2014

FOR THE TOWNSHIP OF ELY

Henry W. Dyke  
Witness

[Signature]  
Witness

By: Ted A. Pepin  
Ted A. Pepin

Its: Supervisor

Date: 10/13/14

FOR THE TOWNSHIP OF WELLS

Henry W. Dyke  
Witness

[Signature]  
Witness

By: Robert Threlton  
Robert Threlton

Its: Supervisor

Date: 10/13/14

FOR THE TOWNSHIP OF TISHPENING

Henry W. Dyke  
Witness

[Signature]  
Witness

By: James Nankervis  
James Nankervis

Its: Supervisor

Date: 10/13/14

FOR THE TOWNSHIP OF FORD RIVER

Katherine Rayquist  
Witness

[Signature]  
Witness

By: Rachael Fountaine  
Rachael Fountaine

Its: Supervisor

Date: 10/17/14

FOR THE TOWNSHIP OF GARDEN

Kimberly A. Peterson  
Witness

[Signature]  
Witness

By: Ray Young  
Ray Young

Its: Supervisor

Date: 10/16/14

FOR THE TOWNSHIP OF MAPLE RIDGE

Kendaly Atkinson  
Witness

By: Judy Trudell  
Judy Trudell  
Its: Supervisor

[Signature]  
Witness

Date: 10/16/14

FOR THE TOWNSHIP OF NAHMA

Kendaly Atkinson  
Witness

By: Warren Groleau  
Warren Groleau  
Its: Supervisor

[Signature]  
Witness

Date: 10-22-14

FOR THE TOWNSHIP OF BARK RIVER

Kendaly Atkinson  
Witness

By: Gregg Johnson  
Gregg Johnson  
Its: Supervisor

[Signature]  
Witness

Date: 10/22/14

FOR THE \_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Its: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE \_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

(Sections 9.01 and 9.02)

Initial Annual Fee (first three term years)

1. Participating County Party Annual fee - \$10,000
2. Local Government Party Annual Fee for first three (3) term years, see Section 9.01, paid through County Party