CITY COUNCIL
MEETING AGENDA
1st and 3rd Thursday of the Month

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro-Tem
Patricia A. Baribeau, Council Member
Ralph B. Blasier, Council Member
Michael R. Sattem, Council Member

James V. O'Toole, City Manager
Robert S. Richards, CMC, City Clerk
Ralph B.K. Peterson, City Attorney

City Council Chambers located at: City Hall - 410 Ludington Street - Room C101 - Escanaba, MI 49829

The Council has adopted a policy to use a Consent Agenda, when appropriate. All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the Agenda.

Regular Meeting

Thursday, September 4, 2014, at 7:00 p.m.

CALL TO ORDER
ROLL CALL
INVOCATION/PLEDGE OF ALLEGIANCE - City Clerk Robert S. Richards
APPROVAL/CORRECTION(S) TO MINUTES - Regular Meeting - August 21, 2014
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION
AWARD PRESENTATION(S) - Certificates of Commendation - 2014 Escanaba Junior Girls Softball Team

BRIEF PUBLIC COMMENT
PUBLIC HEARINGS - None
NEW BUSINESS

1. **Approval - Use of Public Space - Ludington Street - Great Pumpkin Parade.**
Explanation: Abate of Michigan, Inc. is requesting authorization to use Ludington Street on Saturday, October 4, 2014, from 12:00 p.m. to 1:00 p.m., for their annual Great Pumpkin Parade. Administration is recommending approval with the following conditions: 1) Proper insurance is provided naming the City of Escanaba as additional insured, 2) The event sponsors provide all labor and material to clean up at the conclusion of the event, and 3) The event sponsors pay for any overtime labor costs that may be incurred.

2. **Approval - Use of Public Space - 1st Avenue North Between North 6th Street and North 7th Street and Alley Between North 6th Street and North 7th Street - Uptoberfest.**
Explanation: The United Way of Delta County, in conjunction with the Bay de Noc Brewer's Homebrew Club, is seeking Council approval to close 1st Avenue North between North 6th Street and North 7th Street and the alley between North 6th Street and North 7th Street on October 11, 2014, from 2:00 p.m. to 7:00 p.m. for the annual United Way of Delta County Uptoberfest. Administration is recommending approval with the following conditions: 1) Proper insurance is provided naming the City of Escanaba as an additional insured, 2) The event sponsors provide all labor and material to clean up at the conclusion of the event, and 3) The event sponsor pay for any overtime labor costs that may be incurred.

3. **Approval - Use of Public Space - Ludington Street - Escanaba High School Homecoming Parade.**
Explanation: The Escanaba School District is requesting authorization to use Ludington Street on Friday, October 3, 2014, from 5:00 p.m. to 6:00 p.m., for their annual Homecoming Parade. Administration is recommending approval with the following conditions: 1) Proper insurance is provided naming the City of Escanaba as additional insured, 2) The event sponsors provide all labor and material to clean up at the conclusion of the event, and 3) The event sponsors pay for any overtime labor costs that may be incurred.

4. **Approval - Professional Services Contract - Wastewater Department.**
Explanation: Administration is seeking Council approval to retain C2AE Engineering of Escanaba, Michigan, in an amount not to exceed $9,600 for an evaluation of the primary clarifying tanks and related equipment at the Wastewater Facility.

5. **Update - Sale of the Power Plant - City Manager's Office.**
Explanation: Administration will update the Council and public on the latest developments related to the sale of the Escanaba generating facility.

APPOINTMENTS
BOARD, COMMISSION, AND COMMITTEE REPORTS
GENERAL PUBLIC COMMENT
ANNOUNCEMENTS
ADJOURNMENT

Respectfully Submitted

James V. O'Toole
City Manager

CITY COUNCIL ADDENDUM

MEETING AGENDA

1st and 3rd Thursday of the Month

Marc D. Tall, Mayor
Ronald J. Beauchamp, Mayor Pro-Tem
Patricia A. Baribeau, Council Member
Ralph B. Blasier, Council Member
Michael R. Sattem, Council Member

James V. O'Toole, City Manager
Robert S. Richards, CMC, City Clerk
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City Council Chambers located at: City Hall - 410 Ludington Street - Room C101 - Escanaba, MI 49829

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Meeting Agenda Addendum

Thursday, September 4, 2014

6. **Approval – Superior Trade Zone Next Michigan Development Corporation Bylaws.**
Explanation: Administration is requesting Council approve a resolution to adopt an intergovernmental agreement to create the Superior Trade Zone under the Urban Planning Act and to authorize the administration to spend up to $1250 for the required MEDC application filing fee.

The City of Escanaba 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 day notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba by writing or calling City Hall at (906) 786-9402.

Respectfully Submitted

James V. O'Toole
City Manager

OFFICIAL PROCEEDINGS
CITY COUNCIL
CITY OF ESCANABA, MICHIGAN
Regular Council Meeting
Thursday, August 21, 2014

The meeting was called to order by the Honorable Mayor Marc D. Tall at 7:00 p.m. in the Council Chambers of City Hall located at 410 Ludington Street.

Present: Mayor Marc D. Tall, Council Members, Patricia A. Baribeau, Ronald J. Beauchamp, Ralph B. Blasier, and Michael R. Sattem

Absent: None

Also Present: City Manager James V. O'Toole, City Department Heads, media, and members of the public.

Deputy City Clerk Tammy Weissert gave the invocation and led Council in the Pledge of Allegiance.

Blasier moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting Minutes from August 7, 2014, and Special Meeting Minutes from August 13, 2014, as submitted.

ADJUSTMENTS TO THE AGENDA

Administration asked to move Agenda Item 2 after Announcments.

Beauchamp moved, Blasier seconded, **CARRIED UNANIMOUSLY**, to approve the City Council Agenda as amended.

CONFLICT OF INTEREST DECLARATION – None

AWARD PRESENTATION(S)

Mayor Tall provided Good News Awards to Kim Peterson, Judy Schroeder and Lourie Schuenke for the help and dedication with planning and organizing the Rock the Dock Series and promoting the community with outstanding public service efforts.

BRIEF PUBLIC COMMENT – None

PUBLIC HEARINGS – None

NEW BUSINESS

Approval – New Year's Eve Firework Display – Municipal Dock.

Administration sought Council approval to enter into a contract with Wolverine

Fireworks Display, Inc. to furnish and install all labor, equipment, materials and insurance for the New Year's Eve fireworks display at the Municipal Dock in the amount of $5,000. It was further requested Council authorize the contract amount to increase equal to community donations received for the fireworks display. Funding for this event was included in the current operating budget.

NB-1 Blasier moved, Sattem seconded, to approve to enter into a contract with Wolverine Fireworks Display, Inc. to furnish and install all labor, equipment, materials and insurance for the New Year's Eve fireworks display at the Municipal Dock in the amount of $5,000, and to authorize the contract amount to increase equal to community donations received for the fireworks display.

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

Ayes: Blasier, Sattem, Baribeau, Beauchamp, Tall
Nays: None

MOTION CARRIED.

Update – Sale of the Power Plant – City Manager's Office.

Manager O'Toole updated the Council and public on the latest developments related to the sale of the Escanaba generating facility. He advised he received a letter from Escanaba Green Energy (EGE) that stated they had received notification from Corban that all documents were signed in London and notorized. Loan funds will be transferred into an account and proof of funds will be issued to EGE along with a closing schedule.

APPOINTMENT(S) TO CITY BOARDS, COMMISSIONS, AND COMMITTEES – None

BOARD, COMMISSION, AND COMMITTEE REPORTS

Council Members reviewed City Board and Commission meetings each attended since the last City Council Meeting.

GENERAL PUBLIC COMMENT

Todd Caron briefly spoke about property he owns at 630 1st Avenue South where the roof had collapsed due to ice buildup during the winter. He stated he has been receiveing notices from the City of Escanaba to do something with the structure. He just wanted to let City Council and the Manager know that he was not ignoring the problem and that he has been working with his Insurance Company.

ANNOUNCEMENTS – None

Discussion/Action- Collective Bargaining Agreement – Teamsters Local 406 – Public Safety Command Unit.

Discussion/Action- Collective Bargaining Agreement – Teamsters Local 406 – Public Safety PSO/Dispatch Unit.

Administration requested Council go into closed session to discuss a 3 year collective bargaining agreement between the City of Escanaba and Teamsters Local 406, Public Safety Command Unit, and Teamsters Local 406, Public Safety PSO/Dispatch Unit.

Baribeau moved, Blasier seconded, to go into closed session to discuss a 3 year collective bargaining agreement between the City of Escanaba and Teamsters Local 406, Public Safety Command Unit, and Teamsters Local 406, Public Safety PSO/Dispatch Unit.

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

Ayes: Baribeau, Blasier, Beauchamp, Sattem, Tall
Nays: None

MOTION CARRIED.

The time was 7:15 p.m.

Council came back into open session at 7:44 p.m.

NB-3 Blasier moved, Sattem seconded, to approve a 3 year Collective Bargaining Agreement with the Teamsters Local 406 – Public Safety Command Unit.

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

Ayes: Blasier, Sattem, Baribeau, Beauchamp, Tall
Nays: None

MOTION CARRIED.

No action was taken on the 3 year Collective Bargaining Agreement with the Teamsters Local 406 – Public Safety PSO/Dispatch Unit due to the Union not ratifying the agreement.

Hearing no further public comment, the Council adjourned at 7:48 p.m.

Respectfully submitted,

Tammy Weissert
Deputy City Clerk

Approved: _____
Marc D. Tall, Mayor

emergency, disorder or other unforeseen conditions that have arisen. NB # 1

the responsibility to revoke a permit for reasons of health, inclement weather, or public safety. This will be determined by the City Manager after consultation with staff members.

Insurance
Applicants **MUST** supply certificate of insurance, **14 days in advance** of the event, meeting City requirements – naming the City of Escanaba as additional insured.

Alcohol
Alcohol requests must seek permission a minimum **45 days in advance. NO ALCOHOL is** permitted in any City owned property (i.e. Facility, Park, Road) unless permission is granted by City Council.

Guidelines / By-laws
All applicable City Ordinances must be upheld by event organizers. Please ensure your application is complete so that staff can advise you on specifics.

SPECIAL EVENT APPLICATION - CITY OF ESCANABA
Festivals, Parades, Races, Walkathons, Temporary Road Closures

... will be determined by the City Manager after consultation with staff members.

CONTACT INFORMATION **(Please Print Clearly – Incomplete applications may be delayed)**

Organization: ABATE OF MI. Region #17

Contact Person: Mimi Spomer

Phone (day) [redacted]

Address: [redacted]

Phone (evening): [redacted]

City: [redacted]

E-mail: [redacted]

Postal Code _____

Website: _____

Charitable Org #: _____
(If applicable)

Event Phone: [redacted]

Fax: _____

Alternate Contact: _____
(It is recommended that an alternate name & telephone number be provided)

***** Do you grant the City of Escanaba City Manager's Office permission to give your telephone number to the general public** Yes ☐ No ☐

LOCATION

☐ City Park Name:

☐ Building/Facility Name/Area:

☑ Road (s) Road Closure Required?: Partial ☑ Full ☐

DATE / TIME

	Event Begins	Event Ends
EVENT TIME This is the time your event would be ready to accept participants or general public.	DATE: Sat Oct 4, 2014 TIME: 11:00 a.m	DATE: Sat Oct 4, 2014 TIME: 1:00 pm approx
	Set Up Start	**Tear Down End**
SET UP TIME When do you want the area reserved for your organization to ensure you have adequate time for set up and tear down.	DATE: Sat Oct 4, 2014 TIME: 11:00 a.m	DATE: Sat Oct 4 2014 TIME: 2:00 pm

The collection, use and disclosure of personally identifying information submitted on this form will be used to facilitate the request to host a special event within the City of Escanaba. Applicants may, from time to time, be contacted by the City or a City-contracted third-party for the express purposes of gathering information about the proposed event, assessing satisfaction and/or obtaining feedback on services related to special events. Questions about this collection should be directed to the City Manager.

EVENT DETAILS

TYPE OF EVENT

☑ Parade ☐ Cycling ☐ Festival/Event

☐ Run ☐ Walkathon ☐ Other (specify)

ESTIMATED ATTENDANCE (please estimate all that apply)

Participants # depends on weather

Bands #

Vehicles/Floats # 2

Volunteers # 30

General Public # 2

Wheelchair Accessible Yes ☑ No ☐

For events on City Property are you seeking approval to charge:

Admission Yes ☐ No ☑

Parking Yes ☐ No ☑

Is this event: ☑ Open to the Public

☐ For Invited Guests only

EVENT ELEMENTS (complete to ensure proper permits are processed)

Power Requirements* Yes ☐ No ☑ Fireworks Yes ☐ No ☑

Sound Amplification Yes ☐ No ☑ Alcohol Yes ☐ No ☑

Access to power if possible Yes ☐ No ☑

Live Music Yes ☐ No ☑

Tents/Temp. Structures Yes ☐ No ☑ Size of tent(s): _____

Amusement Rides Yes ☐ No ☑ Provider: _____

Inflatables Yes ☐ No ☑ Provider: _____

FOOD & BEVERAGE

Will there be food & non alcoholic beverages sold? Yes ☐ No (continue to next page) ☐

Food stand locations Indoor ☐ Outdoor ☐ Inside & Outside ☐

What kinds of food will the Stands be selling? (check all that apply)

- ☐ Chicken/seafood
- ☐ Rice/pasta dishes
- ☐ Pop, chips, candy
- ☐ Hotdogs/hamburgers
- ☐ Soups/chilli
- ☐ Salad
- ☐ Other meats
- ☐ Baked goods
- ☐ Other foods (please list) _____

FOOD & BEVERAGE

EVENTS REQUESTING ROAD CLOSURE

What kinds of food will the Stands be selling? (check all that apply)

Road closures must be approved by City Council. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

Baked goods

A detailed map of road closure **MUST** be included. Applicants must notify abutting properties of the closure at least 14 days in advance of the event. This notification letter must be approved by the City Manager's Office. If there are any SPECIAL REQUESTS that you would like City to consider, please outline them on a separate paper and attach

DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP

I have read and understood the Special Events Application.

I will notify the City Manager's Office of any changes to my event application at least fourteen (14) days in advance of the event.

I have received a copy, read and understand the contents of the City of Escanaba Policy and Procedures No. 060101-10, Alcohol in Public Places (if applicable).

Mimi Spomer

Mimi Spomer 8/19/14

Event Organizer Signature **Print Name & Date**

DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP

Escanaba Policy and Procedures No. 060101-10, Alcohol in Public Places

©AmericanPublishing Inc. 2006

See attachment

Community Living

Line up is at 11:00 in front of the library;

The parade ends at 16th street due to the fact we have very young chidren that participate

We would block the streets north and south of Ludington St ourselves
as we pass by each street

The turnout always depends on the weather of course.

Our members walk the route and collect toys along the way from people on the sidelines

This is the kick off for the Marine Corps Toys for Tots program

The turnout always depends on the weather of course.

BK

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2014

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

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

PRODUCER
Northern Insurance Agency, Inc.
601 Ludington St.
P.O. Box 774
Escanaba MI 49829

CONTACT NAME: Rhonda Rousseau
PHONE (A/C, No, Ext): (906) [redacted] FAX (A/C, No): [redacted]
E-MAIL ADDRESS: rhonda@northerninsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Auto-Owners Company	[redacted]
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
A B A T E Of Michigan Region 17
[redacted]d
1[redacted]d
Rapid River MI 49878

COVERAGES CERTIFICATE NUMBER: 2014 Cert REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			[redacted]	5/1/2014	5/1/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Great Pumpkin Parade on 10-4-14.

City of Escanaba is listed as additional insured under the general liability.

CERTIFICATE HOLDER

City of Escanaba Recreation Dept
225 N 21st St
Escanaba, MI 49829

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul J. Fix/RJR

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NA #2

SPECIAL EVENT APPLICATION - CITY OF ESCANABA
Festivals, Parades, Races, Walkathons, Temporary Road Closures

DATE(S) OF EVENT: Sat., October 11, 2014
Day of Week, Month, Day, Year (eg: Saturday, January 2, 2010)

NAME OF EVENT: UPtoberfest

CONTACT INFORMATION (Please Print Clearly – Incomplete applications may be delayed)

Organization: Bay de Noc Brewers / United Way of Delta County

Contact Person: Julie Mallard

Address: 1100 Ludington St., Suite 300

City: Escanaba

Postal Code 49829

Charitable Org #: [redacted] ([redacted])
(If applicable)

Alternate Contact: Don Curran, [redacted]
(It is recommended that an alternate name & telephone number be provided)

Phone (day) (906) [redacted]

Phone (evening): (906) [redacted]

E-mail: united@dsnet.us

Website: www.uptoberfest.org

Event Phone: N/A

Fax: (906) [redacted]

** Do you grant the City of Escanaba, City Manager's Office permission to give your telephone number to the general public Yes ☒ No ☐

LOCATION

☐ City Park Name:

☐ Building/Facility Name/Area:

☑ Road (s) Road Closure Required?: Partial ☑ Full ☐ 1st Ave N between N. 6th St. and N. 7th St. (not including intersections) and the alley between N. 6th St. & N. 7th St.

Requested hours for closure: 1 pm – 8 pm

DATE / TIME

	Event Begins	Event Ends
EVENT TIME This is the time your event would be ready to accept participants or general public.	DATE: 10-11-14 TIME: 2:00 pm	DATE: 10-11-14 TIME: 7:00 pm
	Set Up Start	**Tear Down End**
SET UP TIME When do you want the area reserved for your organization to ensure you have adequate time for set up and tear down.	DATE: 10-10-14 TIME: 3:00 pm	DATE: 10-12-14 TIME: 5:00 pm

The collection, use and disclosure of personally identifying information submitted on this form will be used to facilitate the request to host a special event within the City of Escanaba. Applicants may, from time to time, be contacted by the City or a City-contracted third-party for the express purposes of gathering information about the proposed event, assessing satisfaction and/or obtaining feedback on services related to special events. Questions about this collection should be directed to the City Manager.

EVENT DETAILS

TYPE OF EVENT

- ☐ Parade
- ☐ Run
- ☐ Cycling
- ☐ Walkathon
- ☑ Festival/Event
- ☐ Other (specify) _____

ESTIMATED ATTENDANCE (please estimate all that apply)

Participants # 30
Bands # 1
Vehicles/Floats # N/A
Volunteers # 30
General Public # 400

Wheelchair Accessible Yes ☑ No ☐

For events on City Property are you seeking approval to charge: N/A

Admission Yes ☐ No ☑

Parking Yes ☐ No ☑

Is this event: ☑ Open to the Public ☐ For Invited Guests only

EVENT ELEMENTS (complete to ensure proper permits are processed)

Power Requirements* Yes ☑ No ☐

Sound Amplification Yes ☑ No ☐

Access to power if possible Yes ☑ No ☐

Live Music Yes ☑ No ☐

Fireworks Yes ☐ No ☑

Alcohol Yes ☑ No ☐

Tents/Temp. Structures Yes ☑ No ☐ Size of tent(s): 40x60 plus four 20x40s

Amusement Rides Yes ☐ No ☑ Provider: _____

Inflatables Yes ☐ No ☑ Provider: _____

FOOD & BEVERAGE

Will there be food & non alcoholic beverages sold? Yes ☐ No (continue to next page) ☑

Food stand locations Indoor ☐ Outdoor ☐ Inside & Outside ☐

What kinds of food will the Stands be selling? (check all that apply)

- ☐ Chicken/seafood
- ☐ Rice/pasta dishes
- ☐ Pop, chips, candy
- ☐ Hotdogs/hamburgers
- ☐ Soups/chilli
- ☐ Salad
- ☐ Other meats
- ☐ Baked goods
- ☐ Other foods (please list)

_____
_____
_____

EVENTS REQUESTING ROAD CLOSURE

Road closures must be approved by City Council. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

A detailed map of road closure **MUST** be included. Applicants must notify abutting properties of the closure at least 14 days in advance of the event. This notification letter must be approved by the City Manager's Office. If there are any SPECIAL REQUESTS that you would like City to consider, please outline them on a separate paper and attach

DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP

I have read and understood the Special Events Application.

I will notify the City Manager's Office of any changes to my event application at least fourteen (14) days in advance of the event.

I have received a copy, read and understand the contents of the City of Escanaba Policy and Procedures No. 060101-10, Alcohol in Public Places (if applicable).

Julie S. Mallard
Event Organizer Signature

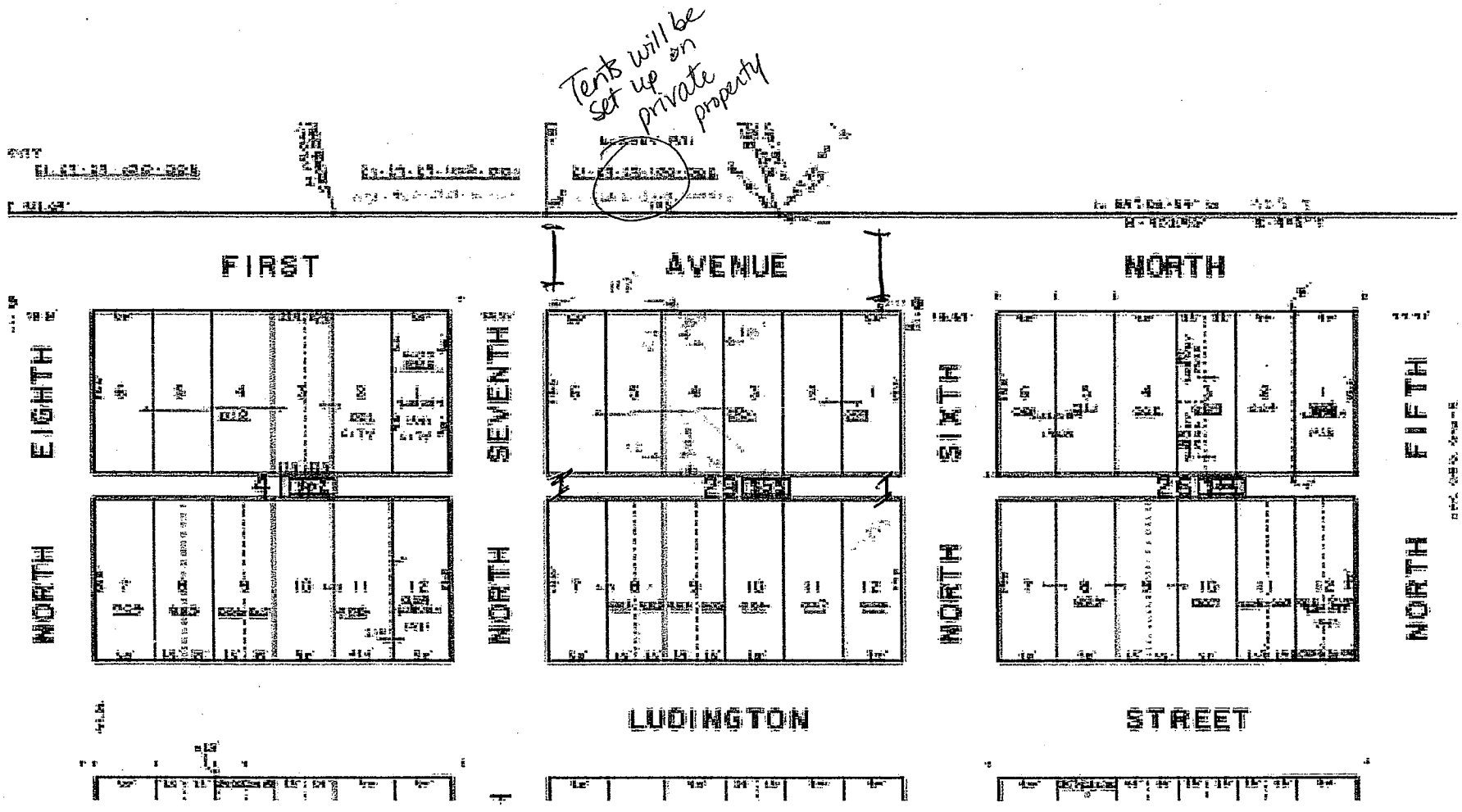
Julie S. Mallard 8-11-14
Print Name & Date

Additional requests for UPtoberfest 2014

1. Fencing – We request the use of snow fencing to enclose the area where the event will be held, per Michigan Liquor Control Commission requirements.

2. Power drop – We have already made arrangements to have temporary power at the site (October 10-13), for which a separate United Way-UPtoberfest account will be billed.

3. Garbage Cans – We request the use of garbage cans on the day of the event.


Tents will be set up on private property
FIRST
AVENUE
NORTH
EIGHTH
SEVENTH
SIXTH
FIFTH
NORTH
NORTH
NORTH
NORTH
LUDINGTON
STREET

NB #3

2014 – SPECIAL EVENT APPLICATION - CITY OF ESCANABA
Festivals, Parades, Races, Walkathons, Temporary Road Closures

DATE(S) OF EVENT: *Friday, October 3, 2014*
Day of Week, Month, Day, Year (eg: Saturday, January 2, 2010)

NAME OF EVENT:

CONTACT INFORMATION (Please Print Clearly – Incomplete applications may be delayed)

Organization: *Escanaba High School*

Contact Person: Doug Leisenring **Phone (day)** [redacted]

Address: 500 South Lincoln Road **Phone (evening):** [redacted]

City: Escanaba **E-mail:** [redacted]m & [redacted]

Postal Code 49829 **Website:** eskymos.com

Charitable Org #: [redacted] **Event Phone:**
(If applicable)

Fax: [redacted]

Alternate Contact: [redacted]
(It is recommended that an alternate name & telephone number be provided)

** Do you grant the City of Escanaba, City Manager's Office permission to give your telephone number to the general public Yes ☐ No ☐ See below.
Day Phone "yes" 906-786-6521

LOCATION

☐ City Park Name: Ludington Street
☐ Building/Facility Name/Area:
☐ Road (s) Road Closure Required?: Partial ☒ Full ☐

DATE / TIME

	Event Begins	Event Ends
EVENT TIME This is the time your event would be ready to accept participants or general public.	DATE: Oct 3, 2014 TIME: 5:00	DATE: Oct 3, 2014 TIME: 6:30
	Set Up Start	**Tear Down End**
SET UP TIME When do you want the area reserved for your organization to ensure you have adequate time for set up and tear down.	DATE: Oct 3, 2014 TIME: 4:45	DATE: TIME:

The collection, use and disclosure of personally identifying information submitted on this form will be used to facilitate the request to host a special event within the City of Escanaba. Applicants may, from time to time, be contacted by the City or a City-contracted third-party for the express purposes of gathering information about the proposed event, assessing satisfaction and/or obtaining feedback on services related to special events. Questions about this collection should be directed to the City Manager.

EVENT DETAILS

TYPE OF EVENT

☒ Parade ☐ Cycling ☐ Festival/Event
☐ Run ☐ Walkathon ☐ Other (specify) _____

ESTIMATED ATTENDANCE (please estimate all that apply)

Participants # 600
Bands # 2
Vehicles/Floats # 6
Volunteers # _____
General Public # _____

Wheelchair Accessible Yes ☐ No ☐
For events on City Property are you seeking approval to charge:
Admission Yes ☐ No ☐
Parking Yes ☐ No ☐
Is this event: ☒ Open to the Public
☐ For Invited Guests only

EVENT ELEMENTS (complete to ensure proper permits are processed)

Power Requirements* Yes ☐ No ☒
Sound Amplification Yes ☐ No ☒
Access to power if possible Yes ☐ No ☒
Live Music Yes ☐ No ☒
Fireworks Yes ☐ No ☒
Alcohol Yes ☐ No ☒
Tents/Temp. Structures Yes ☐ No ☒ Size of tent(s): _____
Amusement Rides Yes ☐ No ☒ Provider: _____
Inflatables Yes ☐ No ☒ Provider: _____

FOOD & BEVERAGE

Will there be food & non alcoholic beverages sold? Yes ☐ No (continue to next page) ☒

Food stand locations Indoor ☐ Outdoor ☐ Inside & Outside ☐

What kinds of food will the Stands be selling? (check all that apply)

☐ Chicken/seafood ☐ Soups/chilli ☐ Other foods (please list)
☐ Rice/pasta dishes ☐ Salad _____
☐ Pop, chips, candy ☐ Other meats _____
☐ Hotdogs/hamburgers ☐ Baked goods _____

EVENTS REQUESTING ROAD CLOSURE

Road closures must be approved by City Council. Once City Council has approved your road closure, changes cannot be made to your route without notification to the City Manager as a secondary Council Approval will have to be sought.

A detailed map of road closure **MUST** be included. Applicants must notify abutting properties of the closure at least 14 days in advance of the event. This notification letter must be approved by the City Manager's Office. If there are any SPECIAL REQUESTS that you would like City to consider, please outline them on a separate paper and attach

DEFINE THE CLOSURE LIMITS – ATTACH A DETAILED MAP

I have read and understood the Special Events Application.

I will notify the City Manager's Office of any changes to my event application at least fourteen (14) days in advance of the event.

I have received a copy, read and understand the contents of the City of Escanaba Policy and Procedures No. 060101-10, Alcohol in Public Places (if applicable).

Doug Leisenring

Event Organizer Signature

Doug Leisenring 8/26/14

Print Name & Date

C:/forms/2010 special event application/May-10/mjo

Homecoming Parade

All participants should assemble in designated locations no later than 4:30 p.m.

Floats should be displayed during the game on the scoreboard side of the field during the first half. Floats should be driven around the track during halftime after the crowing of the queen. The order of the floats at halftime will be based on ranking for class competition.

EAST

Chamber of Commerce

3rd Street

12th Grade Spirit Group
12th Grade Court
11th Grade Spirit Group
11th Grade Court
10th Grade Spirit Group
10th Grade Court
9th Grade Spirit Group
9th Grade Court
Last year's Queen/King
Mo & Varsity Cheerleaders

10th Float 9th Float

City Hall

Ludington Street

X Band X
XXXX

House of Ludington

Esky Staff

11th Float 12th Float

Schneider Larche & Haapala

Parade Order:

(Last) Esky Staff
12th Spirit Group
12th Float
12th Court

11th Spirit Group
11th Float
11th Court

10th Spirit Group
10th Float
10th Court

9th Spirit Group
9th Float
9th Court
Last Year's Queen/King
Marching Band
"MO" (First)

WEST

Parade will disassemble at 14th Street. Floats to continue down 14th street to the Athletic Field!

CERTIFICATE OF INSURANCE

Producer

SET SEG
415 W. Kalamazoo Street
Lansing, MI 48933

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

COMPANIES AFFORDING COVERAGE

Insured

Escanaba Area Schools
1500 Ludington St.
Escanaba, MI 49829-2839

A MASB-SEG Property/Casualty Pool, Inc.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** [X] Comprehensive Form [X] Premises/Operations [X] Incidental Medical Malpractice Coverage [X] Products/Completed Operations [X] Contractual [X] Independent Contractors [X] Broad Form Property Damage [X] Personal Injury	PC-00231-201407	7/1/14	7/1/15	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	$1,000,000 N/A $1,000,000 N/A

DESCRIPTION City of Escanaba is hereby added as an additional insured for liability but only as respects to the activities performed by or on behalf of the Insured member as it represents the District's Homecoming Parade being held October 3, 2014.

CERTIFICATE HOLDER

City of Escanaba
410 Ludington Street
Escanaba, MI 49829

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

AUTHORIZED REPRESENTATIVE

Tara Stage

TARA STAGE
PROPERTY/CASUALTY DEPARTMENT

Date August 26, 2014

NB #4

Wastewater Department

Memo

To: **Jim O'Toole , City Manager**
From: Jeff Lampi, W & WWTP Supt.
Date: 8/25/14
Re: Request for Engineering Services.

Jim:

I have discussed the infrastructure needs of the Wastewater Plant with you several times in the last year or two. And have explained that we will need to make some decisions in the upcoming years regarding the Primary Clarifiers. As we discussed a primary is one of the first steps in the treatment process. It is here that the bulk of the solids are removed and pumped to the digesters. As you can see in the photos they are in need of a certain amount of work to insure that they will be serviceable for the years to come.

Before we commit large sums of money into repairs, I feel it's best to evaluate both our current and future needs. It is now time to plan for either rehabbing what we have, or building new Primary Clarifier's. A short list of items that are in need of repair: Concrete structure splaying, chipping, and cracking; Plumbing and valves; Pumps; Iron supports for the sludge collection system; and an aging Electrical service though out the primary building. I would also like to automate the sludge pumps to be controlled via the SCADA system, possibly eliminating the need for extra shifts at the plant.

We have been warned by the DEQ that we will have a requirement in the next discharge permit to enact and complete an Asset Management Plan. Attached is language that is expected to be in the upcoming NPDES Permit. To accomplish this task different plans have been thought out. Plan "A" was to be awarded the SAW grant. Plan "B" is starting this process now piece by piece. Plan "C" will be to do nothing and wait until we are forced to do so by emergency breakdowns & repair or forced by the State to implement an Assent Management Plan. I prefer to be proactive.

I feel hiring a soul source provider such as C2AE is necessary due to their specific knowledge and expertise within our wastewater system. C2AE will also be conducting the work on the SAW Grant if awarded in 2015/16. These engineering costs incurred now should able to be reimbursed under the program, once the SAW grant is acquired. I also must point out that the staff at C2AE has had considerable experience at both the water and wastewater plants since the mid 1990's.

I request hiring C2AE to conduct the Study on the Primary tanks and related equipment at the Wastewater Plant at a cost **not to exceed $9,600.00** as outlined in the contract provided. I have also attached photos of the current condition of the Primaries for your review. There is not any money Budgeted for this at this time.

c2ae
elevating human achievement

August 13, 2014

Mr. Jeff Lampi, Wastewater Superintendent
City of Escanaba
410 Ludington Street
Escanaba, MI 49829

Re: Proposal for Professional Engineering Services
Wastewater Treatment Plant Primary Settling Tank Study
Revised Per Tank Inspections

Dear Mr. Lampi:

We are pleased to offer this revised proposal to evaluate alternatives for upgrades of the primary settling tanks at the Escanaba Wastewater Treatment Plant (WWTP). We are providing this revised scope subsequent to our inspection of the west primary clarifier on Wednesday, August 13, 2014. The information gained from that observation has help us reduce cost for this study.

Understanding

The Escanaba WWTP treats sewage from the collection system within the City limits. It has been well maintained and provides treatment in compliance with the NPDES discharge permit. The primary settling tanks are one of the oldest components and date back to the original primary treatment plant in the 1950's. Minor primary tank improvements were completed under the large WWTP upgrade in 1993. Operating staff completed important further improvements in the later 1990's including covering of the common influent walkway. However, the primary tanks remain 60 plus years old.

Presently the primaries are in need of major improvements to protect the structural integrity and to incorporate modern technology into the operation of this unit process. Degradation of concrete surfaces is significant. The mechanical and electrical systems are obsolete. Process piping, valves, and pumps are very old. Modern treatment experience suggests that sludge pumping systems should be fully automated with frequent, short, and around-the-clock pumping. Important valve upgrades are necessary to accomplish this.

Selected improvements must provide a long design life.

With the need to invest capital, it is necessary to look carefully at alternatives to identify the most cost effective approach. Construction of new settling tanks should be compared to rehab of the existing units on a life cycle cost basis.

Upgraded primary tanks should comply with 10 State Standards and should include modern automated sludge pumping and scum handling. Treatment performance and expected long term maintenance of existing and new

tanks shall be compared.

Our original proposal was submitted in April. It included significant dollars for inspection of the tankages, identifying alternatives, and evaluating alternatives.

On August 12, we were able to walk-in, and inspect the west clarifier. The concrete below the waterline was uniform and in excellent condition. Equipment was in good condition. Concrete surfaces above the waterline and under beams were in poor condition, but it was determined that surfaces could be restored and structural integrity could be retained.

Based on this available information we have revised the scope of our study and offer the following proposal for evaluation of the primary tanks at the Escanaba WWTP.

The City is in need of a study to assess the requirements of the primary settling process, and to compare performance, capital costs, and O&M costs of feasible options. The study should identify the 20 year future expected wastewater flow. Currently infiltration and inflow is a concern to staff. The future design flow must accommodate growth and expected clean water contributions.

The study must:

1. Provide a final recommendation for primary clarifier improvements.
2. Include a drawing and basis of design to summarize the recommended option.
3. Offer an opinion of total project construction cost.
4. Estimate changes in O&M cost that may be expected.
5. Recommend potential sources of funding that can be explored further.

Scope of Services

This study effort will include the following tasks:

1. Kickoff Meeting and Data Gathering: We will meet with the WWTP staff on site to discuss primary tank concerns, confirm study requirements, and gather available information related to the existing primary tanks. We will request the following information to initiate the study.
   - Construction drawings
   - One year of monthly operating records
   - Three years of influent raw sewage flow records
   - Available soil records from past projects
   - City plans regarding I/I

   At the kickoff meeting we will also discuss:
   - Treatment performance of the existing rectangular settling tanks
   - City clarifier preferences
   - Sludge pumping requirements
   - Chain and flight maintenance history
   - Future design flows
   - Mechanical/Electrical needs

2. Future Design Flow: We will work with the superintendent and City hall to recommend a year 2035 design flow. This will be the basis of primary tank evaluations. The future design flow will consider known future growth, expected additional 20 year development, potential extensions of the collection system, and planned actions with regard to infiltration and inflow.

   Under this task we will consider future conditions which offer difficult treatment conditions and could affect facility sizing, such as alum sludge settling (if applicable).

3. Primary Tank Inspections: We recommend that all four of the existing primary tanks be inspected over time by City staff to confirm current assumptions, however we have assumed for this proposal that all tankages will be similar to the west settling tank recently inspected. No further inspection is recommended under this study.

4. Identify Feasible Alternatives: Based on information gained in tasks 1, 2, and 3, we will recommend the 3 most feasible options to improve primary settling. At a minimum these will include:
   - Minimal action/optimize existing facilities/do high priority maintenance only
   - Full upgrade of existing rectangular primaries with possible addition of new tanks for future flows
   - Construction of entirely new round or rectangular primary tanks with provision for future flows

   Demolition needs, mechanical upgrades, necessary electrical improvements, treatment performance, space utilization, and historical significance will be defined for each alternative.

5. Cost Effectiveness Analysis: We will complete a detailed life cycle cost comparison of the selected alternatives. The cost effectiveness analysis will be on a 20 year present worth format, as would be required by most funding agencies. The present worth analysis will factor in total project capital costs (construction, engineering, contingencies) and 20 years of operation and maintenance costs.
6. Progress Meeting: When the cost analysis is available we will hold a progress meeting with the WWTP staff to discuss results and recommendations.
7. Draft Report: A draft report will be written summarizing the study. Owner review comments will be incorporated into a final report.

The final study report will serve as a technical feasibility study. If the City proceeds with acquisition of low interest SRF loan monies, it will be necessary to expand the primary tank study to the SRF Project Plan format. This would include an environmental assessment and additional specific Escanaba background information.

Schedule

We propose to submit a draft report within 8 weeks of our notification to proceed.

Compensation

Our compensation shall be on an hourly rate basis and not exceed $9,600 without prior authorization from the City.

We appreciate the opportunity to serve the City of Escanaba.

If you concur with our proposal, please sign in the space provided and return the signed proposal. A copy of the Standard Contract Provisions is attached and made part of this agreement.

Sincerely,

C2AE

Charles J. Lawson, P.E.
Project Manager/Construction Coordinator

Larry M. Fox
Director of Michigan Municipal Infrastructure

CJL/ckw

Enclosure

ACCEPTED: CITY OF ESCANABA

BY: _____

DATE: _____

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the City of Escanaba, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.

B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.

D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.

E. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.

F. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.

G. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and

other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER via execution of this Agreement. (See Alteration and Reuse of CAD Information provision of this Agreement.)

H. Alteration and Reuse of CAD Information.: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.

I. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.

J. Disputed Invoices.: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

K. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.

L. Errors and Omissions Insurance.: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on

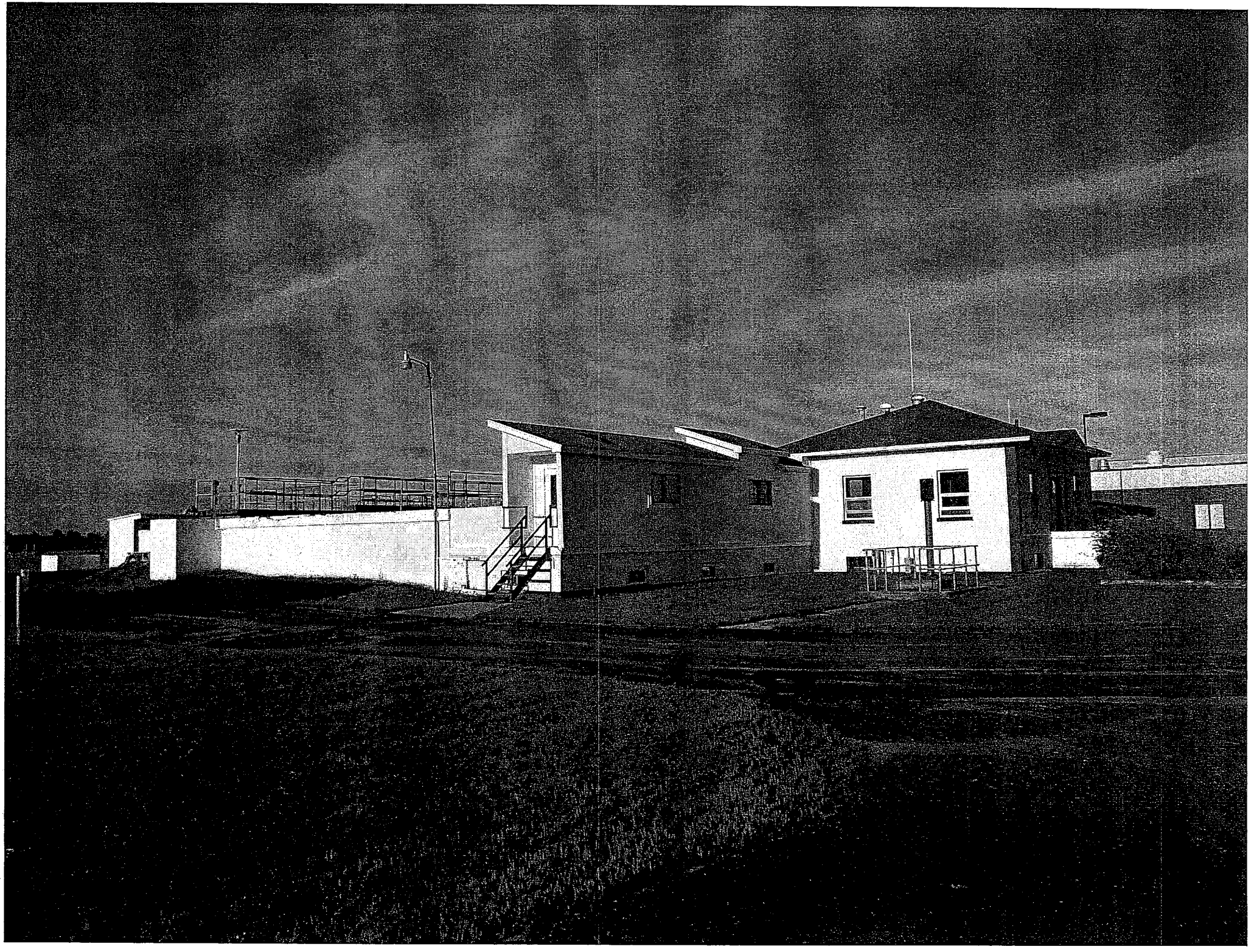
the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed $14,900.

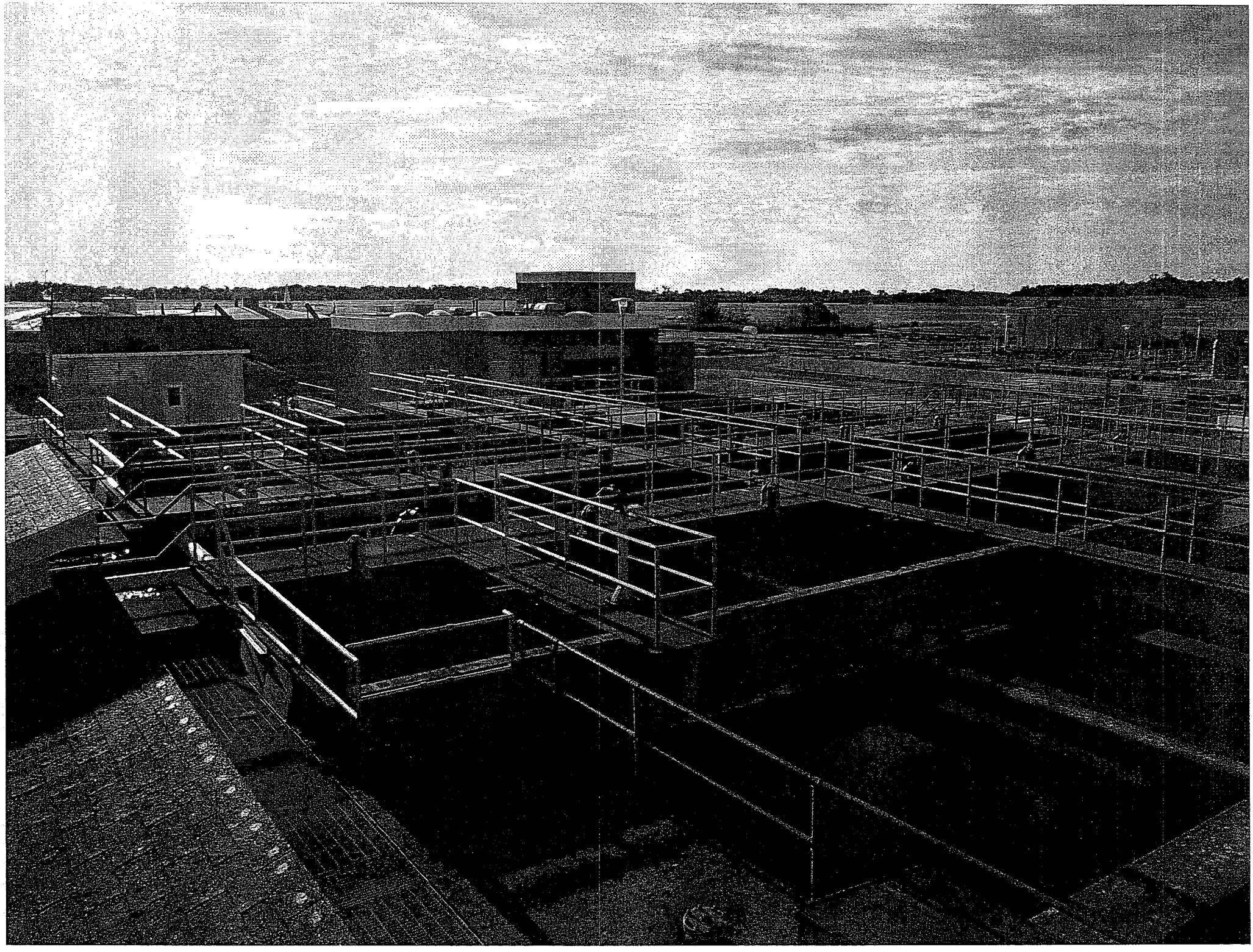
M. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the A|E CONSULTANT in the performance of professional services under this Agreement, to the extent that the A|E CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the A|E CONSULTANT and the OWNER. The A|E CONSULTANT shall not be obligated to indemnify the OWNER for the OWNER's own negligence.

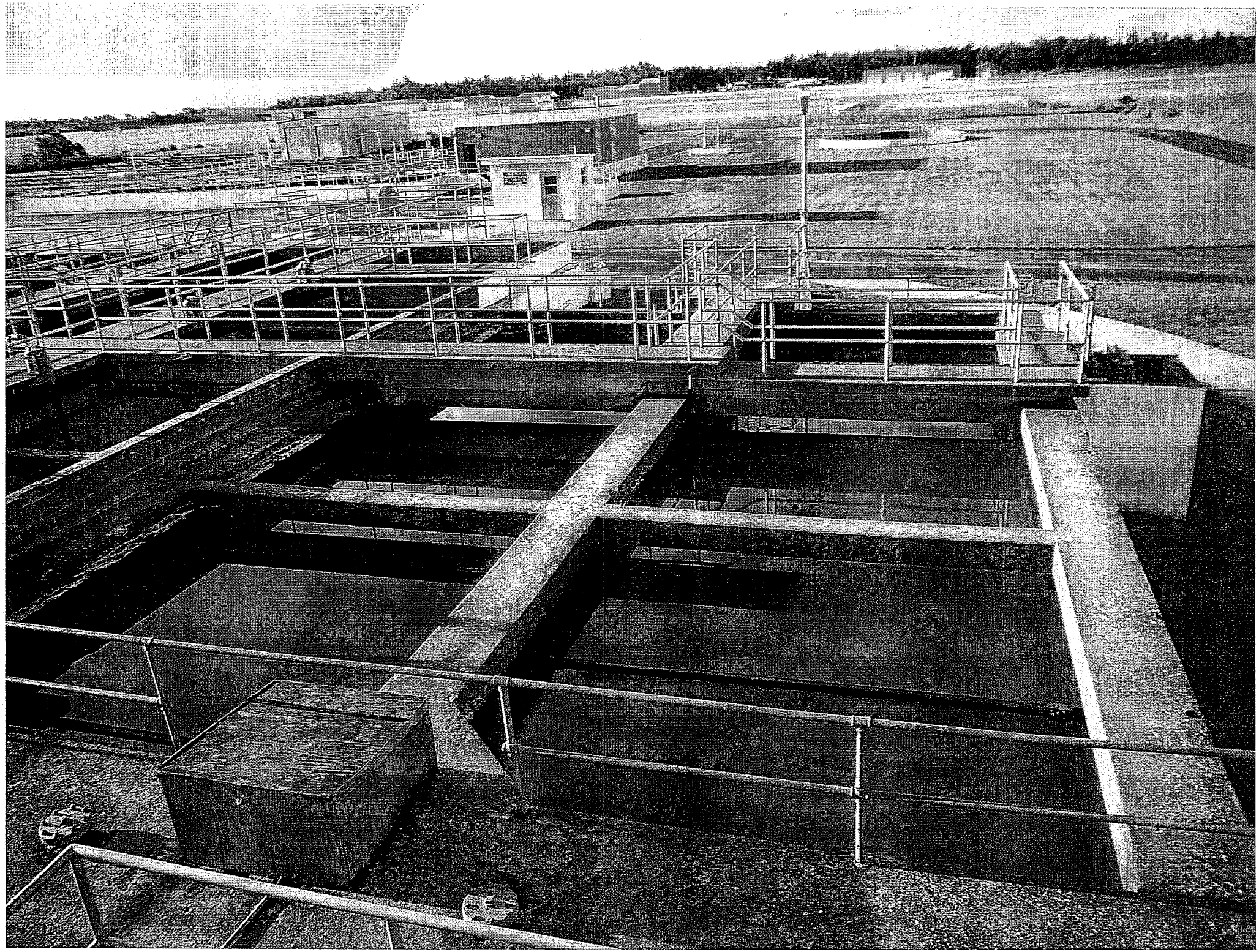
N. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

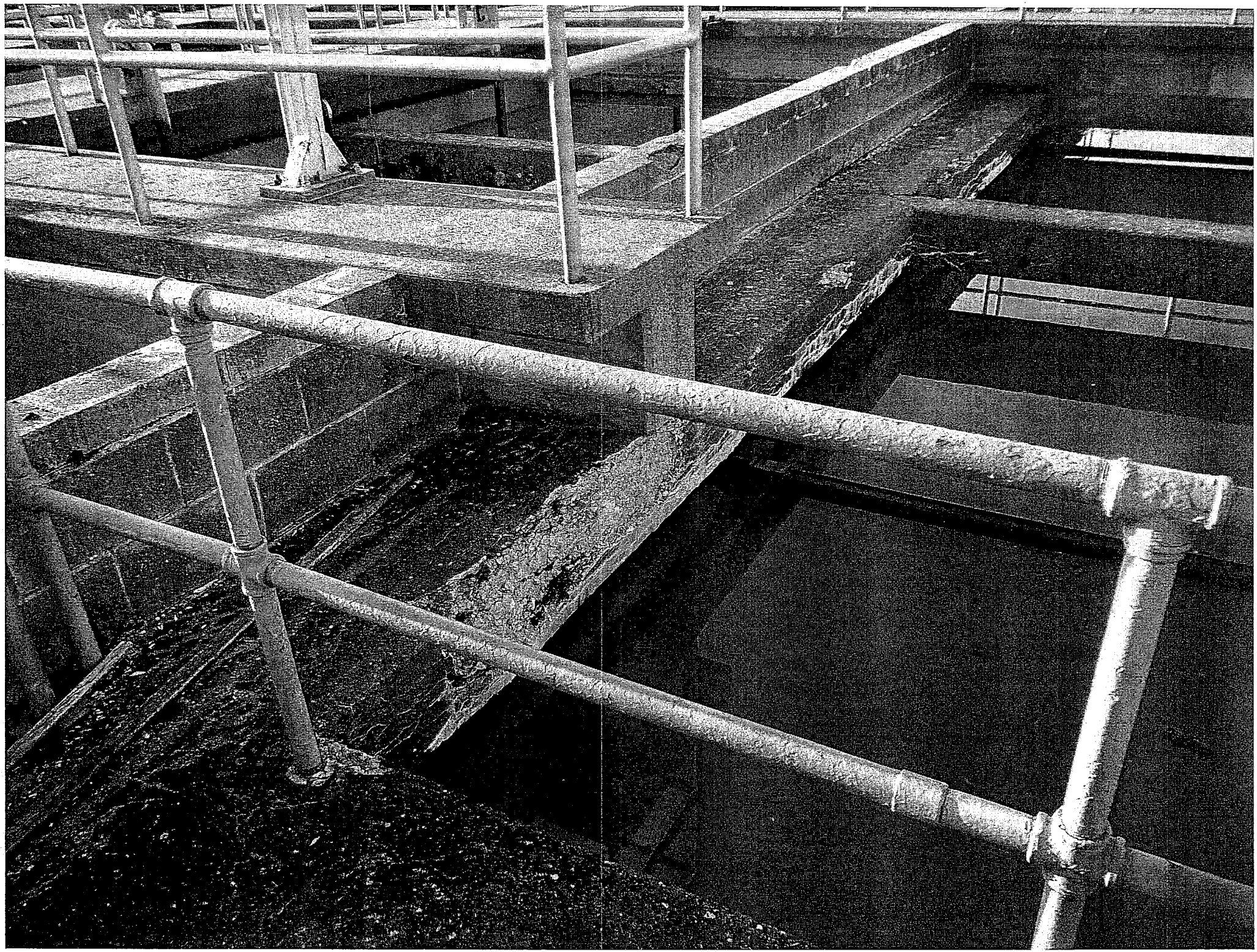
O. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

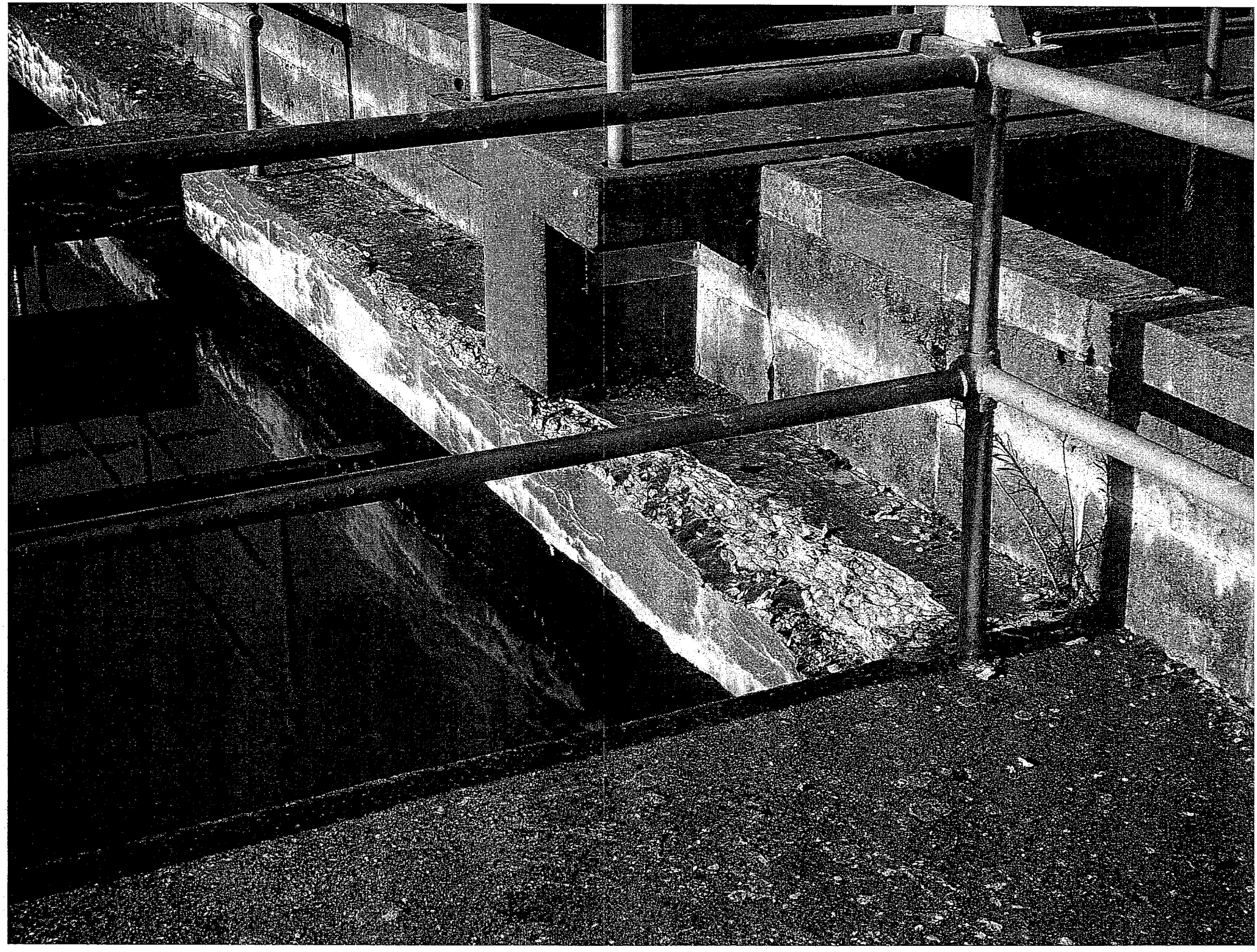
If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.

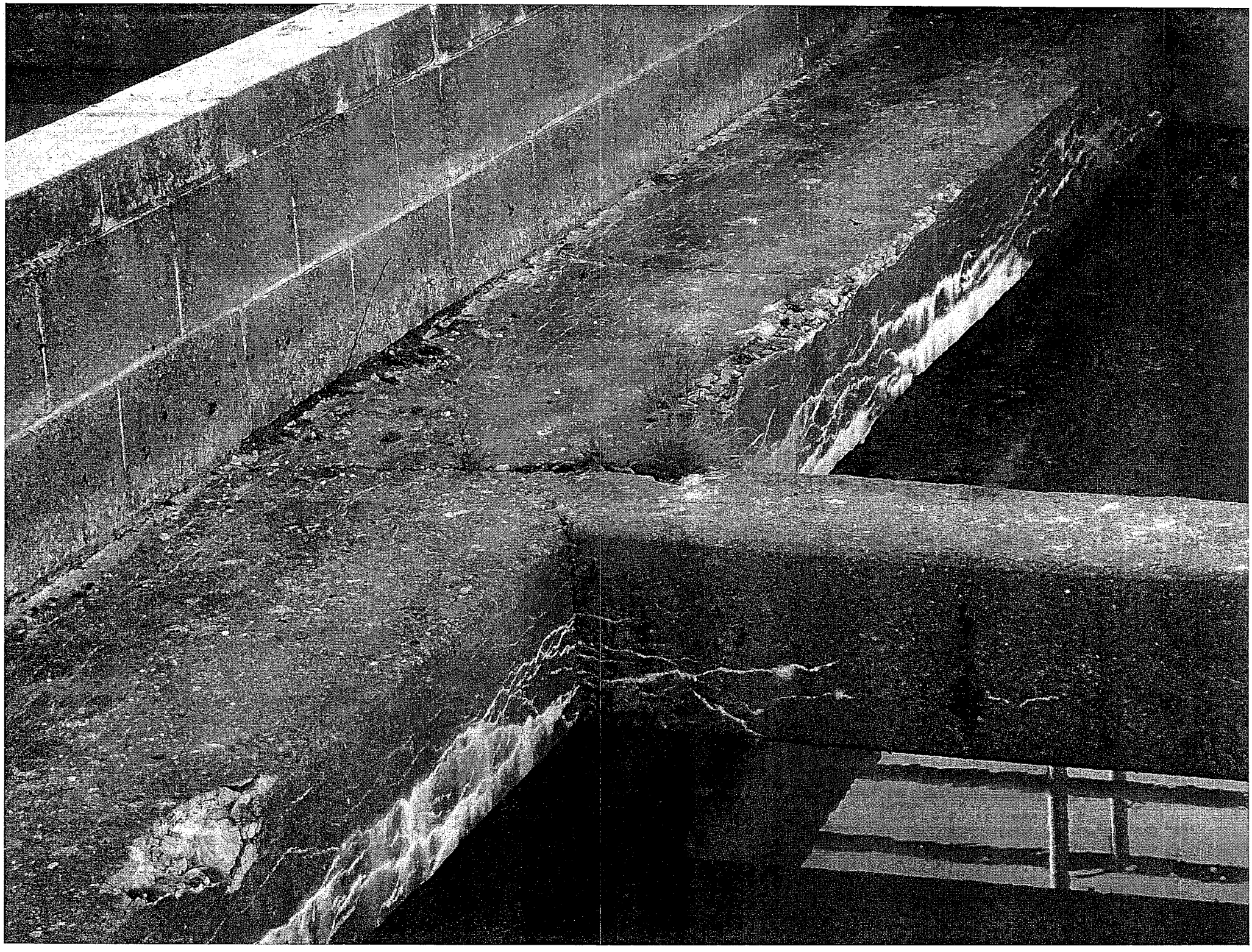


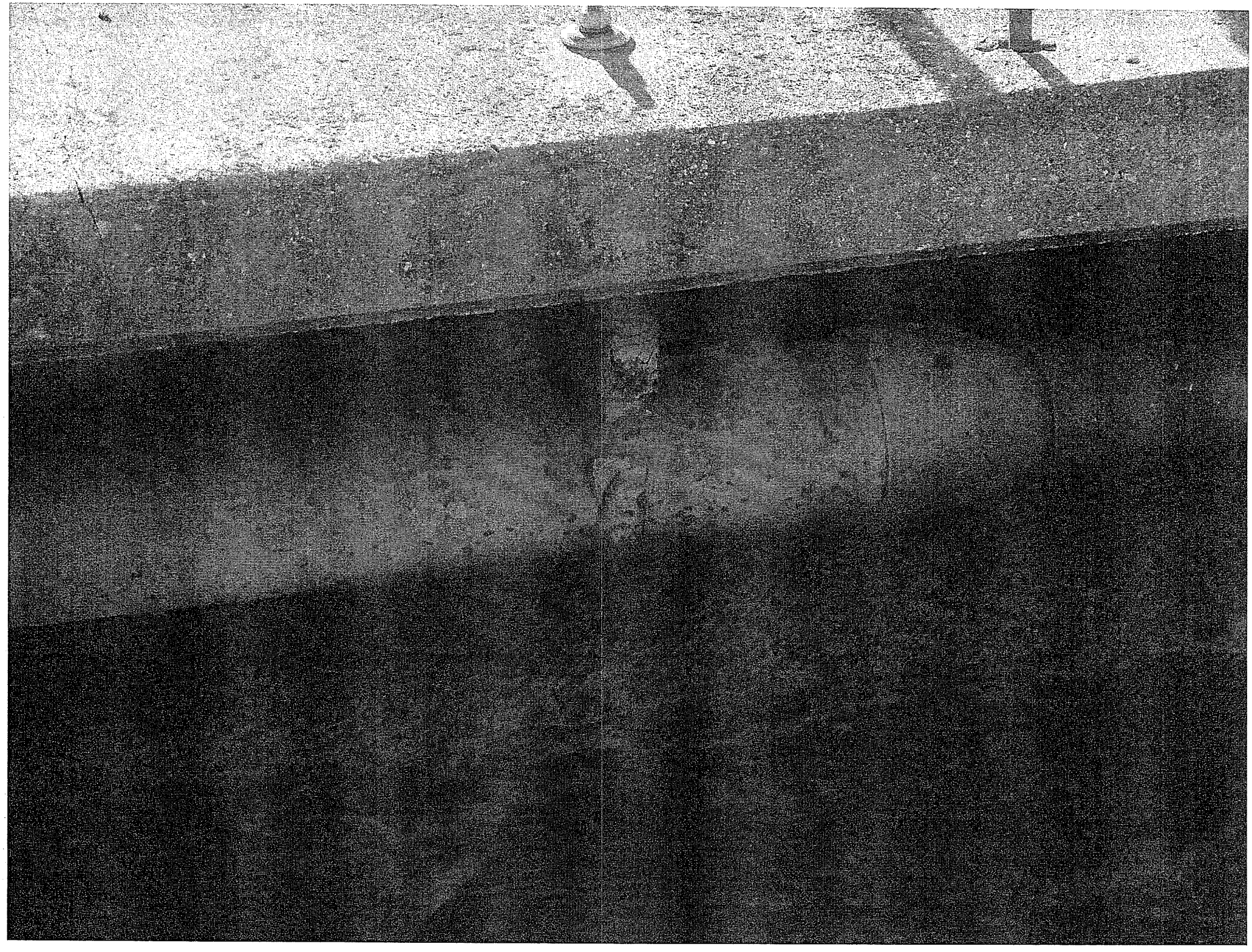


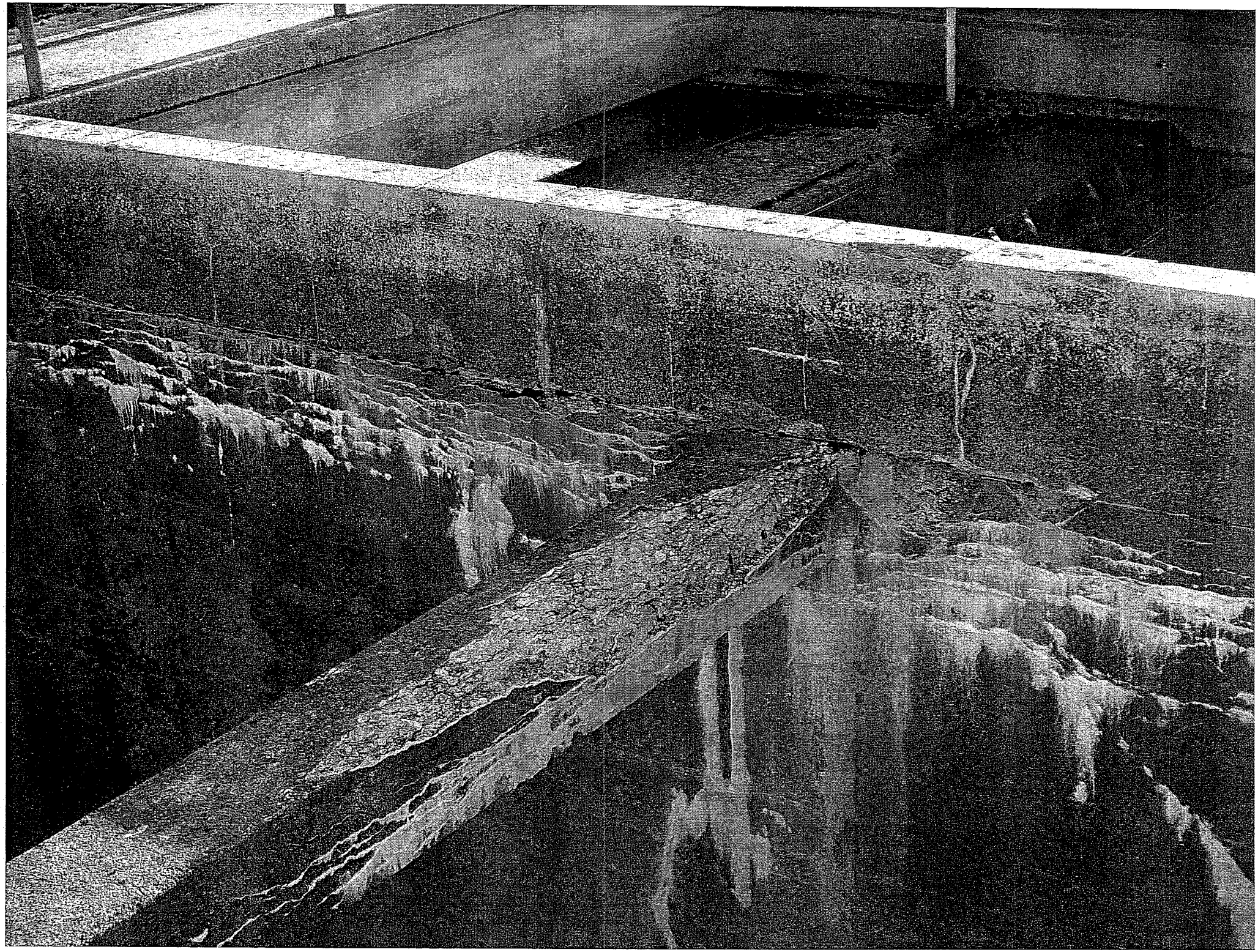


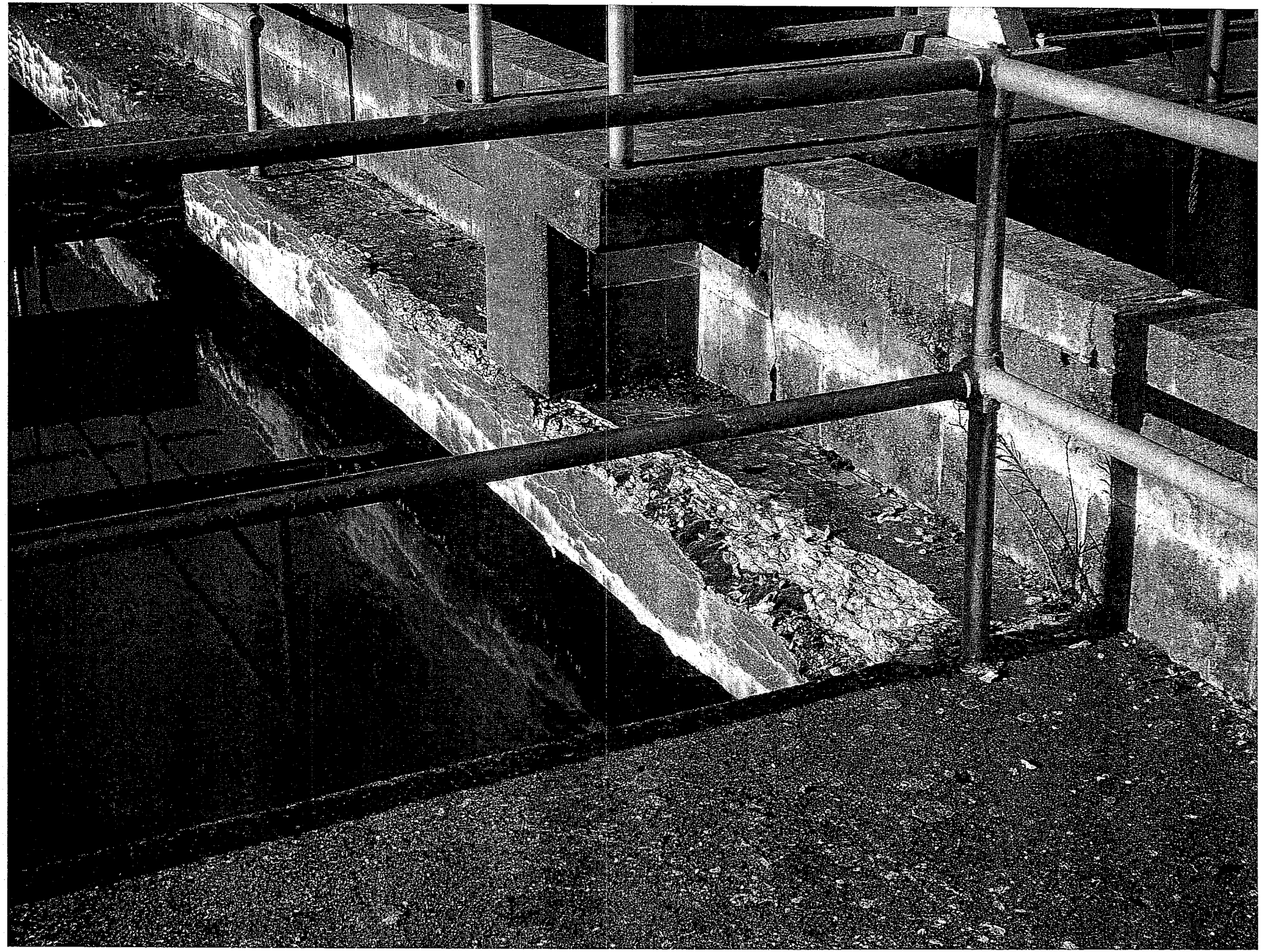


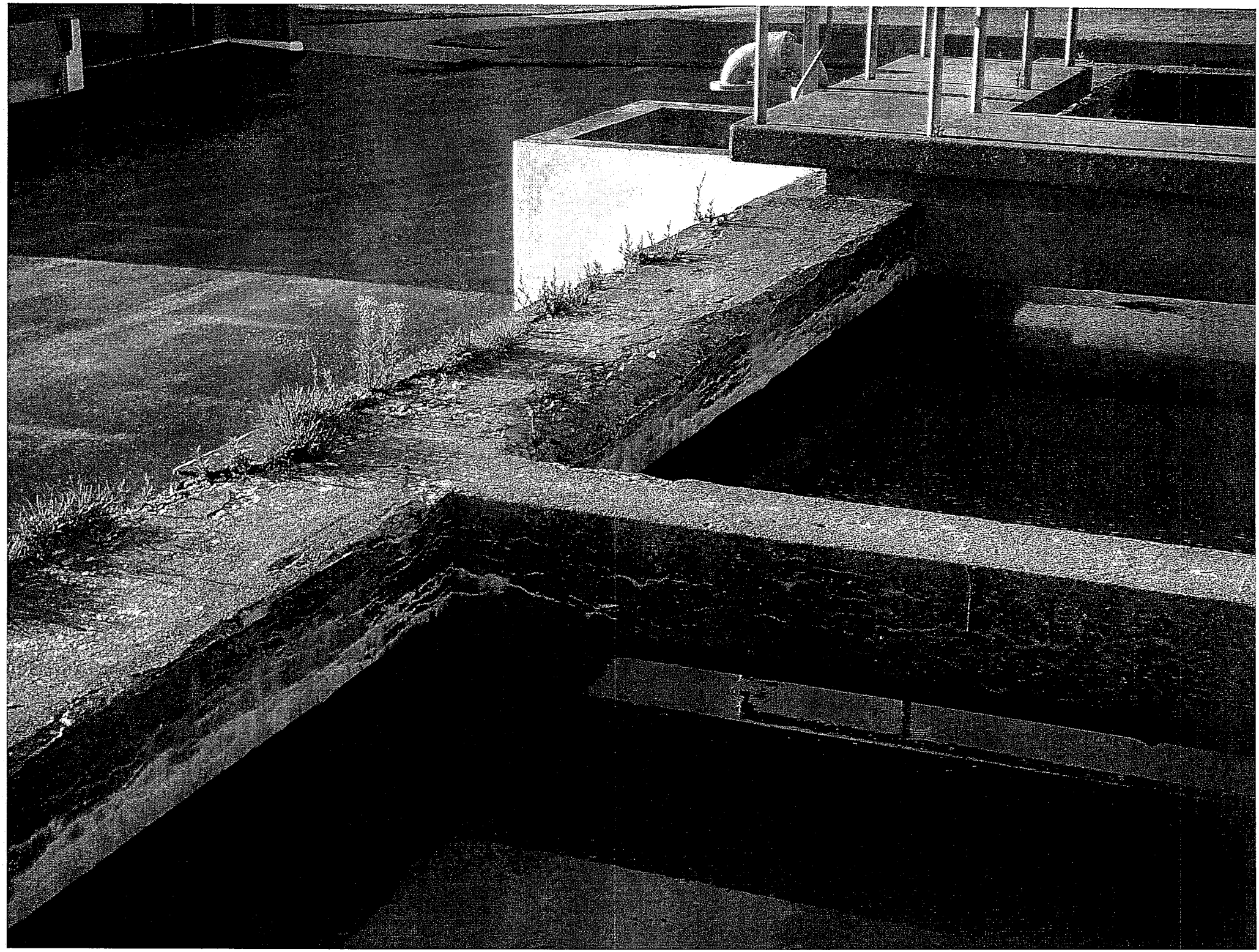


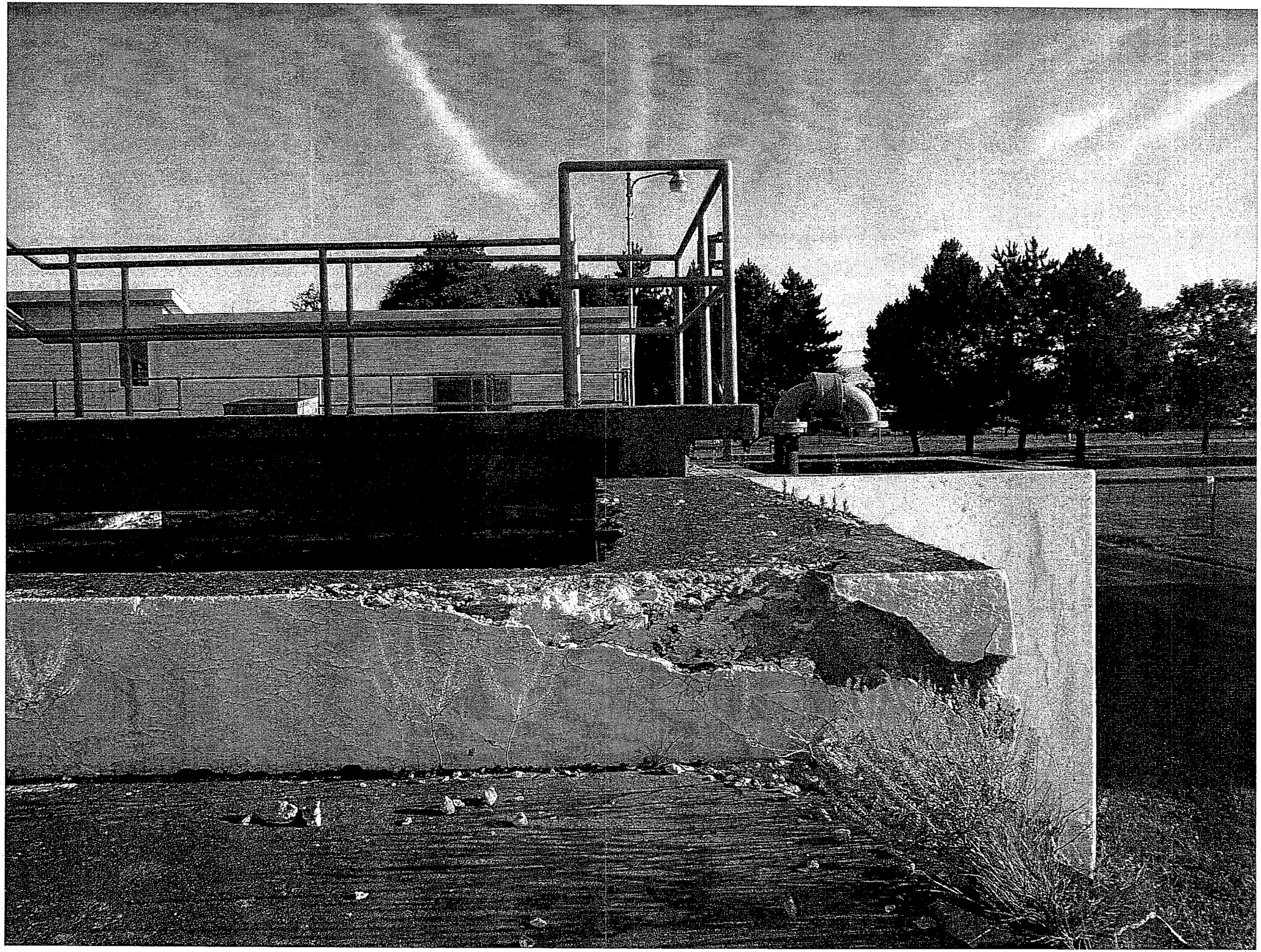


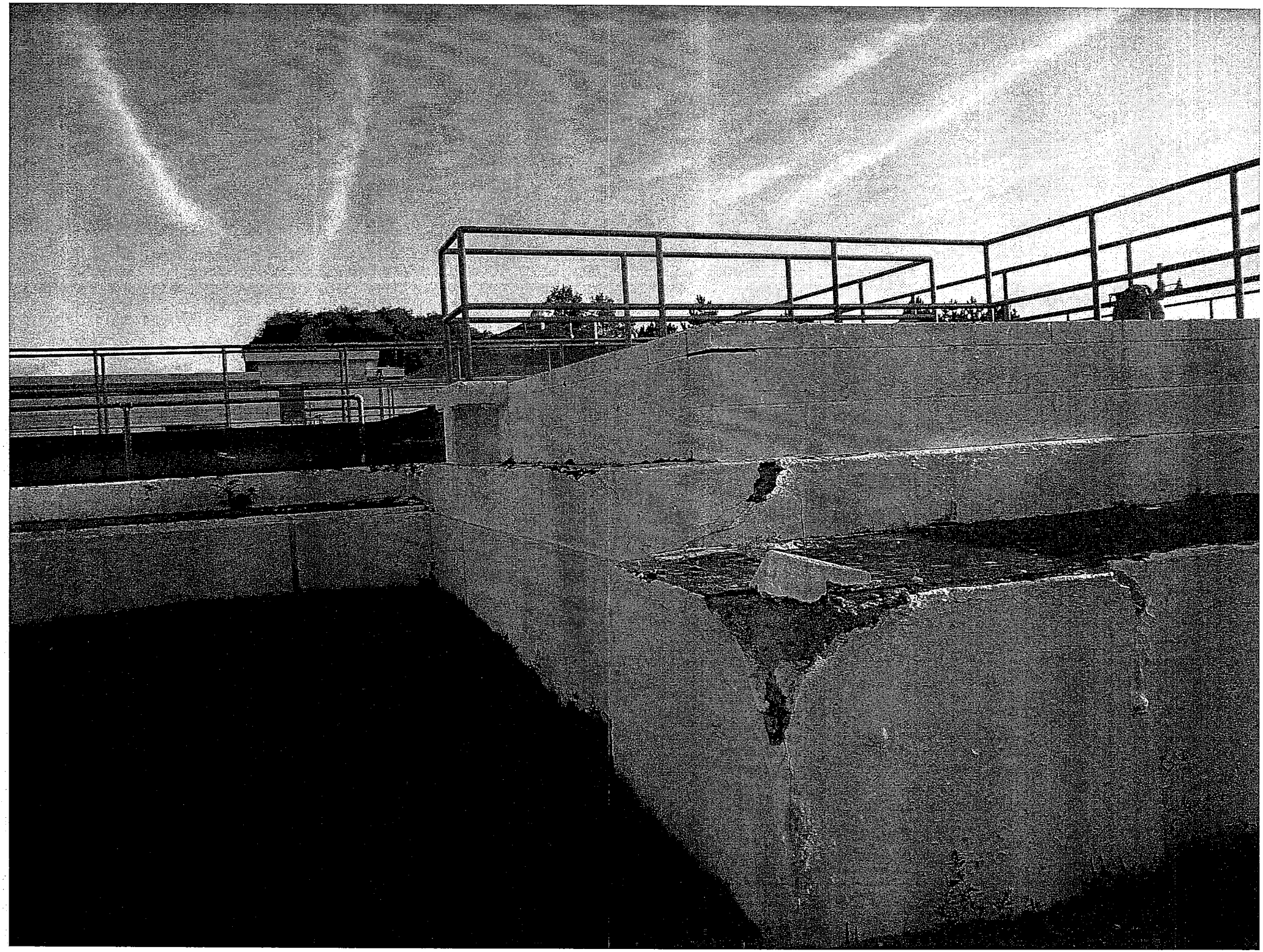


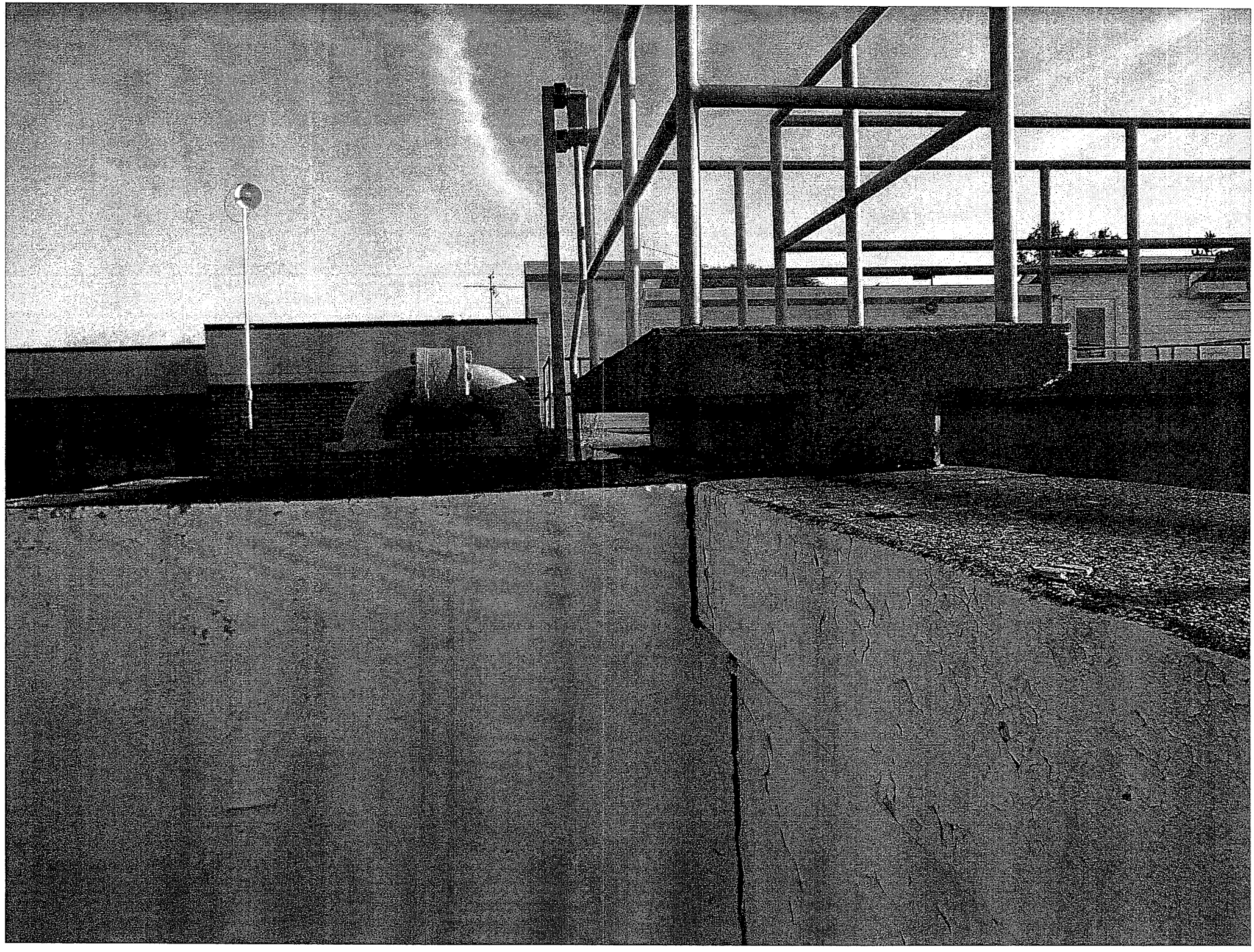


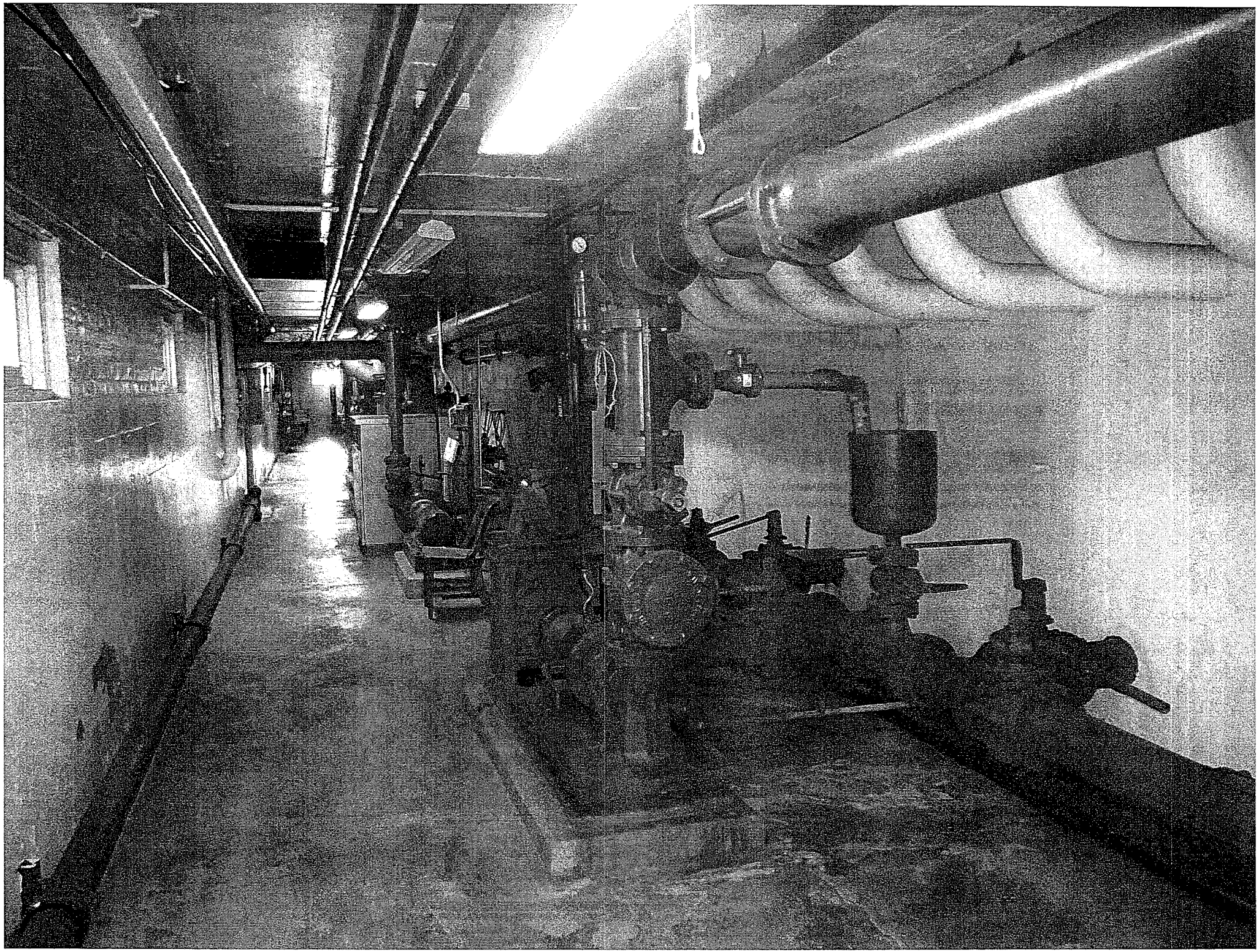


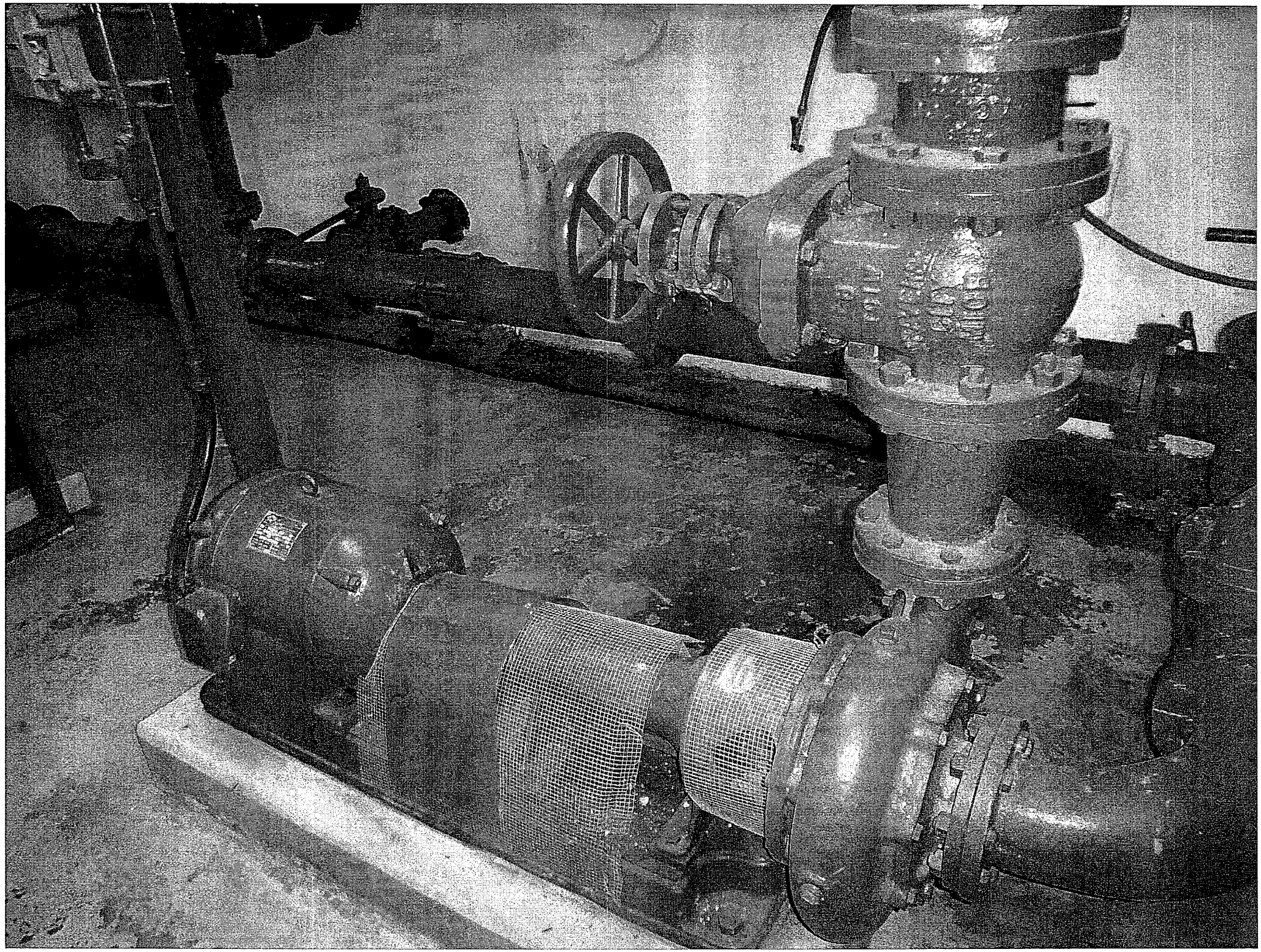


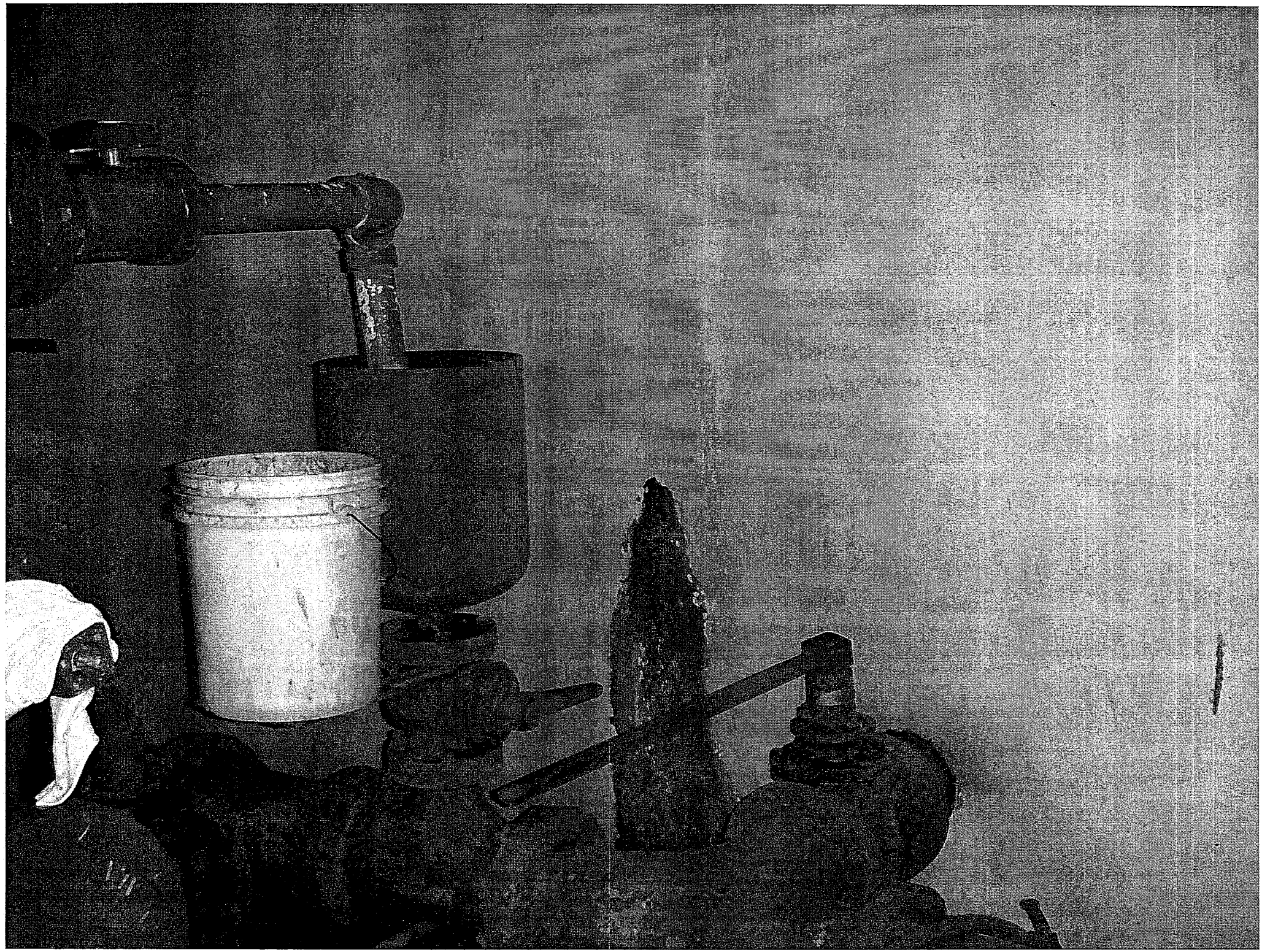


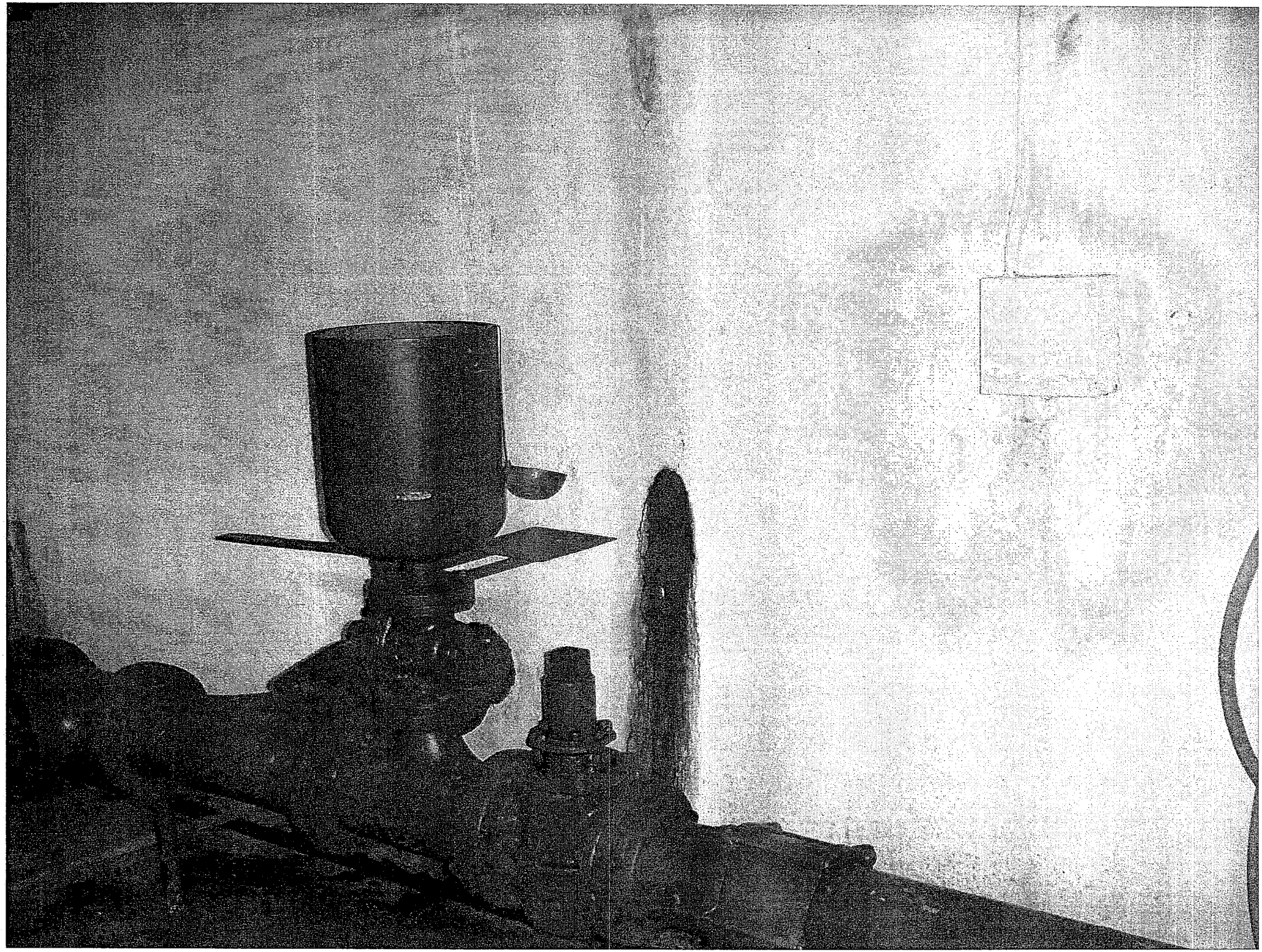












PART I

Section A. Limitations and Monitoring Requirements

(KEEP THE FOLLOWING ¶ IF THE MOR CONDITION WAS IN THE PREVIOUS PERMIT AND THE PERMIT WILL NOT INCLUDE EFFLUENT LIMIT, MONITORING REQUIREMENT, OR MONITORING FREQUENCY CHANGES) The permittee shall continue to implement the treatment facility monitoring program which was previously approved by the Department (confirm in NMS or with District). The reporting forms and guidance are available on the DEQ web site at http://www.michigan.gov/deq/0,1607,7-135-3313_44117---,00.html. The permittee may use alternative operating forms if they are consistent with the approved monitoring program. These forms shall be maintained on site and shall be provided to the Department for review upon request. These treatment facility monitoring records shall be maintained for a minimum of three years.

23. Operation, Maintenance & Replacement/Asset Management (Keep the following for MUNICIPAL-EPA MAJOR facilities ONLY)

The permittee shall at all times properly operate and maintain all facilities (i.e. sewer system, treatment works, as defined in Part 41 of Act 451, 1994 as amended, and control systems) which are installed or used by the permittee to operate the treatment works and sewer system and achieve and maintain compliance with the conditions of this permit (also see Part II.D.3 of this permit). The requirements of an asset management program listed below contain goals of effective performance, adequate funding, and adequate operator staffing and training. Asset management is a planning process that ensures gaining optimum value for each asset and providing the financial resources to rehabilitate and replace them when necessary; and typically includes five core elements which identify: the current state of the asset, the desired level of service (e.g., per the permit, or for the customer), the most critical asset(s) to sustain performance, the best life cycle cost, and the long term funding strategy to sustain service and performance.

a. The permittee shall prepare and implement an approvable Asset Management Program which addresses the following Operation, Maintenance and Replacement (OM&R)/Asset Management program requirements, 1) – 4). The permittee can choose to include the Operation and Maintenance Manual required under Part II.C.14 of this permit as part of this program. The permittee shall submit a copy of its Asset Management Program to the Department for review and approval by INSERT DATE: <u>One year from effective date of permit</u>. The program shall be implemented upon approval.

1) *Maintenance Staff.* The permittee shall provide an adequate staff to carry out the operation, maintenance, repair, and testing functions required to ensure compliance with the terms and conditions of this permit. The level of staffing needed shall be determined by taking into account the work involved in operating the sewer system and treatment works, planning for and conducting maintenance, and complying with this permit.

2) *Collection System Map.* The permittee shall complete a map of the sewer collection system it owns and operates. The map shall be of sufficient detail and at a scale to allow easy interpretation. The collection system information shown on the map shall be based on current conditions and shall be kept up-to-date and available for review by the Department. **Please note: Items below referencing combined sewer systems are not applicable to separate sewer systems.** Such map(s) shall include but not be limited to the following:

a) All sanitary sewer lines and related manholes;

b) All combined sewer lines, related manholes, catch basins and CSO regulators;

c) All known or suspected connections between the sanitary sewer or combined sewer and storm drain systems;

d) All outfalls, including the treatment plant outfall(s), combined sewer treatment facility outfalls (RTBs), untreated CSOs, and any known SSOs;

e) All pump stations and force mains;

f) The wastewater treatment facility(ies), including all treatment process;

Section A. Limitations and Monitoring Requirements

g) All surface waters (labeled);

h) Other major appurtenances such as inverted siphons and air release valves;

i) A numbering system which uniquely identifies manholes, catch basins, overflow points, regulators and outfalls;

j) The scale and a north arrow; and

k) The pipe diameter, date of installation, type of material, distance between manholes, and the direction of flow.

l) The manhole interior material, GPS coordinates (optional), rim elevation, and invert elevations.

3) *Inventory and assessment of fixed assets.* The permittee shall complete an inventory and assessment of operations-related fixed assets. Fixed assets are assets that are normally stationary (e.g., pumps, blowers, and buildings). The inventory and assessment shall be based on current conditions and shall be kept up-to-date and available for review by the Department. The inventory shall include the following information, a)-f):

a) Brief description of the asset, its required capacity (e.g. pump: 120 gpm), level of redundancy for the asset, and tag number if applicable;

b) Location of the asset;

c) Year the asset was installed;

d) Present condition of the asset (e.g. excellent, good, fair, poor);

e) Depreciated value of the asset (in year INSERT YEAR: Same year as the effective date of the permit dollars);

f) Current asset (replacement) cost (in year INSERT YEAR: Same year as the effective date of the permit dollars);

g) The assessment shall consist of a "Business Risk Evaluation" that combines the probability of failure of the asset and criticality of the asset, as follows in (1)-(3):

(1) Rate the probability of failure of the asset on a scale of 1-5 (low to high) using criteria such as maintenance history, failure history, and remaining percentage of useful life (or years remaining);

(2) Rate the criticality of the asset on a scale of 1-5 (low to high) based on the consequence of failure versus the desired level of service for the facility; and

(3) Compute the Business Risk factor of the asset by multiplying the failure rating from (1) by the criticality rating from (2).

4) *OM&R Budget and Rate Sufficiency for the Sewer System and Treatment Works.* The permittee shall complete an assessment of its user rates and replacement fund, including the following:

a) Beginning and end dates of fiscal year;

b) Name of the department, committee, board, or other organization that sets rates for the operation of the sewer system and treatment works;

PART I

Section A. Limitations and Monitoring Requirements

c) Amount in the permittee's replacement fund for year INSERT YEAR: One year prior to year in which Asset Management Program is due to Department;

d) Replacement fund of all assets with a useful life of 20 years or less;

e) Expenditures for maintenance, corrective action and capital improvement taken during the fiscal year;

f) OM&R budget for the fiscal year; and

g) Rate calculation demonstrating sufficient revenues to cover OM&R expenses.

b. The permittee shall submit an Annual Report that summarizes Operation, Maintenance & Replacement/Asset Management activities during the previous year and upcoming year. The report shall be submitted to the Department on or before INSERT DATE: 30 days after the end of the *permittee's* fiscal year (which may differ from the *Department's* fiscal year) of each year. The Annual Report shall include:

1) A description of the staffing levels maintained during the year;

2) A description of inspections and maintenance activities conducted and corrective actions taken during the previous year;

3) Expenditures for collection system maintenance activities, treatment works maintenance activities, corrective actions, and capital improvement during the previous year;

4) A summary of assets/areas identified for inspection/action (including capital improvement) in the upcoming year based on core elements (and the Business Risk factors); the current state of the assets; the desired level of service, the most critical asset(s) to sustain performance; and the best life cycle cost;

5) A maintenance budget and capital improvement budget for the upcoming year taking into account implementation of an effective asset management program meeting the core elements;

6) An updated asset inventory based off of the original submission; and

7) An updated OM&R report with updated rate schedule.

24. Section Break

NB-6

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

CITY OF ESCANABA

SEPTEMBER 4, 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 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 City of Escanaba Council 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 City of Escanaba 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 Escanaba City Council, Michigan, hereby approves the Interlocal Agreement; and

BE IT FURTHER RESOLVED that the City Manager and/or City Clerk is authorized to execute the Interlocal Agreement on behalf of the City of Escanaba 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:

Nays:

RESOLUTION DECLARED ADOPTED

I the undersigned, being duly qualified and acting City Clerk of the City of Escanaba, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Escanaba City Council of the City of Escanaba, County of Delta, Michigan, at a regular City Council Meeting held on Thursday, September 4, 2014, and that said meeting was conducted and public notice was given pursuant to and in full compliance with the Open Meetings Act, Act 267, 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.

_____

Robert S. Richards, CMC, City Clerk

DRAFT

Execution Copy – October 2014

INTERLOCAL AGREEMENT

Creating the

SUPERIOR TRADE ~~CORRID~~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 ~~I-69 International~~ Trade Corridor 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.

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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 ~~"I-69 International~~ Trade Corridor 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 corridor, 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 38 I, 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 Corridor ~~I-69~~ NEXT MICHIGAN DEVELOPMENT CORPORATION

Section 2.01 **Creation and Legal Status of the** Superior ~~I-69~~ ~~International~~ **Trade Corridor Next Michigan Development Corporation.** There is hereby created a separate legal entity and public body corporate and politic to be known as the "Superior ~~I-69 International~~ Trade Corridor 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 49855 ~~519 S. Saginaw Street, Suite 200, Flint, Michigan 48502~~ 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 "pubic 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 indebt 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 ~~for~~ in economic development assistance ~~for application~~ 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 ~~I-69 International~~ **Trade Corridor 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 ~~I-69 International~~ Trade Corridor 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 ~~30~~ 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 ~~30~~ 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 ~~30~~ 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 ~~30~~ 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 ~~30~~ 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) ~~four (4)~~ 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 ~~shall~~ 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 any government which becomes a County or Local Government Party to this Agreement shall be required to pay an annual fee by itself as a County Party or through a County Party in the case of a Local Government Party. The annual County Party fee for the first three (3) term years is set forth in Exhibit A.~~

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 on 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 Increment Revenues by the Corporation under a TIF Plan, and the amount of Tax Increment 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 an 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. ~~The Chief Executive Officer, if any, or his or her designee may, but shall not be required to, cause additional written notice to be provided to a member or members by mailing such notice via regular U.S. mail not less than seven (7) days prior to the date set for the holding of the meeting to the address of such member or members appearing on the records of the Corporation. Mailed notice shall be deemed duly served on the second business day following the day when the same has been deposited in the United States mail with postage fully prepaid and addressed to the addressee as provided above. Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by email or other electronic means at the email or other appropriate address of such Party appearing on the records of the Corporation, with a written copy by first class mail, provided that notices required by Sections 5.12, 5.13, 5.14, 5.15 and 5.16 and notices of withdrawal shall be sent by certified mail, return receipt requested, in lieu of first class mail. All such written notices including any notice of withdrawal as provided herein shall to be sent to each other Party's signatory to this Agreement, or that signatory's successor at the address as set forth above such Party's signature, or to such other address provided by the Party to the Corporation from time to time. All correspondence shall be considered delivered to a Party 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. The Agreement may be amended ~~or an alternative form of the Agreement adopted~~ only upon written agreement of all Parties. ~~In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Corporation.~~

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 _____ OF _____

_____ By:_____
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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~~

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Wednesday, September 03, 2014

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Working to bring businesses to the U.P.

by Jerry Tudor

Posted: 09.02.2014 at 9:39 PM

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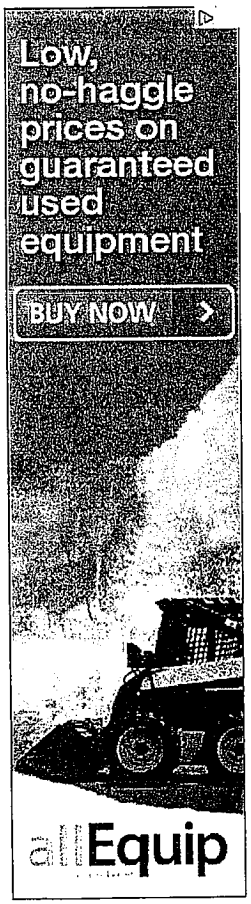
MARQUETTE -- A move to bring new businesses and jobs to the Central U.P. is gaining traction. It comes in the form of the Superior Trade Corridor. The Marquette County Board and City Commission held a joint meeting Tuesday. They adopted a resolution in support of the Trade Corridor. The move connects Delta and Marquette Counties and the Cities of Marquette and Escanaba.

The corridor works with the Next Michigan Economic Development Corporation and connects communities and encourages businesses to locate in that area. The Superior Trade Corridor was modeled largely after the downstate I-69 corridor. The group would offer tax incentives, and other benefits to attract businesses to the area.

"As we begin to work with companies and work with organizations that may be looking at creating companies and creating jobs in our area we'll have some new tools to work with," said Marquette City Commissioner Don Ryan. "Economic development is a very challenging thing getting companies to create jobs and this is just one more way to work with them."

The Superior Trade Corridor is still in the early stages of development. A board of directors is being formed as well as by-laws for the group.



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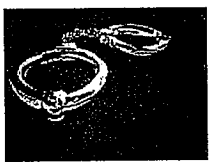
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Working to bring businesses to the U.P.

by Jerry Tudor

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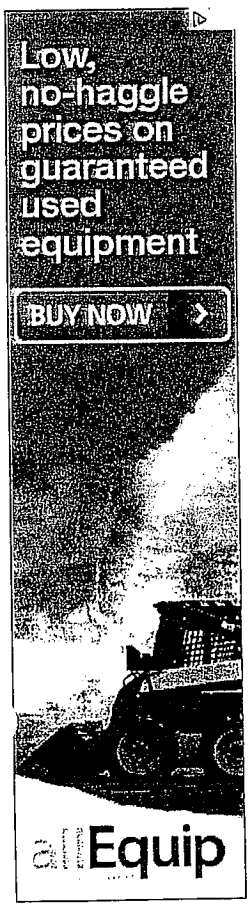

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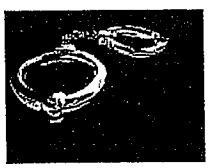
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