



# CITY COUNCIL MEETING AGENDA

1<sup>st</sup> and 3<sup>rd</sup> 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, October 1, 2015, at 7:00 p.m.

### CALL TO ORDER

### ROLL CALL

INVOCATION/PLEDGE OF ALLEGIANCE – Pastor Erik Heskin of Bethany Lutheran Church

APPROVAL/CORRECTION(S) TO MINUTES – Regular Meeting – September 17, 2015

APPROVAL/ADJUSTMENTS TO THE AGENDA

CONFLICT OF INTEREST DECLARATION

BRIEF PUBLIC COMMENT

PUBLIC HEARINGS - None

### NEW BUSINESS

**1. Approval – 2016 Council Meeting Schedule.**

**Explanation:** Administration is seeking Council approval of the 2016 Council Meeting schedule.

**2. Approval – Resolution to Adopt the Updated Delta County Hazard Mitigation Plan.**

**Explanation:** The CUPPAD Regional Planning Commission is seeking Council approval of a resolution to adopt the updated Hazard Mitigation Plan for Delta County. After receiving input from local municipalities, the plan was adopted by FEMA, Region V, U.S. Department of Homeland Security and adopted by the County Board of Commissioners. Since the City of Escanaba was part of the planning process, FEMA is requesting adoption of the plan by the local units of government. This Hazard Mitigation Plan assesses risks and evaluates the community's vulnerability from potential hazards. By adopting the plan, the City will be eligible to apply for funding through the full complement of Hazard Mitigation Assistance Grants offered by the State of Michigan and Federal government.

### APPOINTMENTS

BOARD, COMMISSION, AND COMMITTEE REPORTS

GENERAL PUBLIC COMMENT

ANNOUNCEMENTS

ADJOURNMENT

Respectfully Submitted

James V. O'Toole  
City Manager



# CITY COUNCIL MEETING AGENDA

1<sup>st</sup> and 3<sup>rd</sup> Thursday of the Month  
ADDENDUM

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

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Regular Meeting - ADDENDUM  
Thursday, October 1, 2015, at 7:00 p.m.

## NEW BUSINESS

**3. Presentation – Escanaba Downtown Development Authority – Market Place Project.**

**Explanation:** A discussion will take place on a proposed plan to construct a new 8,000 +/- square foot Market Place structure on Ludington Street, South 15<sup>th</sup> Street, and 1<sup>st</sup> Avenue South.

**4. Approval – Next Michigan Superior Trade Zone Initial Fee.**

**Explanation:** Administration is seeking Council approval to expend an initial annual fee of \$10,000 for the Superior Trade Zone in accordance with the terms and conditions of the Interlocal Agreement, Article IX Fee, Section 9.01 Initial Annual fees. This is a budgeted item.

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

Respectfully Submitted

James V. O'Toole  
City Manager

**OFFICIAL PROCEEDINGS  
CITY COUNCIL  
CITY OF ESCANABA, MICHIGAN  
Regular Council Meeting  
Thursday, September 17, 2015**

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.

Pastor Jason Janich of New Life Assembly of God Church gave the invocation and led Council in the Pledge of Allegiance.

Blasier moved, Sattem seconded, **CARRIED UNANIMOUSLY**, to approve Regular Meeting Minutes from September 3, 2015, as submitted.

**ADJUSTMENTS TO THE AGENDA**

Sattem moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to approve the City Council Agenda as submitted.

**CONFLICT OF INTEREST DECLARATION**

Council Member Blasier advised he was a member of the Great Lakes Sportsman Club and would be abstaining from the Great Lakes Sportsman Club lease request.

**PRESENTATION** – Mayor Tall read a certificate of achievement for Escanaba Minor League Boys Baseball Team member Rogan Gravelle, and read a proclamation for Bells' Brewery on their 30<sup>th</sup> Anniversary.

**BRIEF PUBLIC COMMENT** – None

**PUBLIC HEARINGS** – None

**NEW BUSINESS**

**First Reading – Payment in Lieu of Taxes Ordinance No. 1164 & Municipal Services Agreement – Excel Reality Group Deal 24, LDHA LP.**

Mr. Peter Jobson, President of Excel Reality Group, Deal 24, LDHA LP. requested the City Council authorize a payment in lieu of taxes Ordinance No. 1164 and Municipal Services Agreement which would allow them to seek funding from the State of Michigan Tax Credit Program for the renovation and upgrading of property located at 223 Ludington Street and 216 1st Avenue South. Administration recommended this matter be set for second reading and public hearing at a special City Council meeting scheduled for September 24, 2015 at 6:00 p.m.

**NB-1a** Blasier moved, Beauchamp seconded, to set a second reading and public hearing for Ordinance 1164 at a special City Council meeting scheduled for September 24, 2015 at 6:00 p.m.

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

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

**MOTION CARRIED.**

**NB-1b** Sattem moved, Blasier seconded, to approve the Municipal Services Agreement which would allow Excel Reality Group, Deal 24, LDHA LP.; to seek funding from the State of Michigan Tax Credit Program for the renovation and upgrading of property located at 223 Ludington Street and 216 1st Avenue South.

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

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

**MOTION CARRIED.**

### **Approval – Internet Services – Merit Network.**

October 2, 2014, Council authorized a one (1) year contract for MERIT Network, Inc. to provide internet services for the City of Escanaba. MERIT has continued to provide the City with exceptional service and backup for our internet needs. Administration sought Council approval to retain MERIT Network, of Ann Arbor, MI, for continued internet services through July 1, 2020 in an annual amount not to exceed \$3,444.

**NB-2** Baribeau moved, Sattem seconded, to retain MERIT Network, of Ann Arbor, MI, for continued internet services through July 1, 2020 in an annual amount not to exceed \$3,444.

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

Ayes: Baribeau, Sattem, Blasier, Beauchamp, Tall

Nays: None

**MOTION CARRIED.**

**Approval - Pawnbroker License – Wheels & Deals Pawn Shop – 1210 North Lincoln Road.**

Mr. Richard Semashko, owner of Wheels & Deals Pawn Shop, 1210 North Lincoln Road, sought Council approval to operate as a pawnbroker in the City of Escanaba. If approved by Council, the Mayor would issue the license per City Ordinance. The Escanaba Department of Public Safety has reviewed the application and has recommended approval.

**NB-3** Blasier moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to approve a request from Mr. Richard Semashko, owner of Wheels & Deals Pawn Shop, 1210 North Lincoln Road, to operate as a pawnbroker in the City of Escanaba.

**Approval - Lease Renewal – Great Lakes Sports and Recreation Club – 19th Avenue North.**

The Great Lakes Sport and Recreation Club requested the City Council renew their lease for 14 +/- acres of City-owned property on 19th Avenue North through June 30, 2016 with an option for an additional twelve (12) months. Administration recommended approval of a twelve (12) month renewal with the option for an additional twelve (12) months.

**NB-4** Beauchamp moved, Sattlem seconded, to approve a request from the Great Lakes Sport and Recreation Club to renew their lease for 14 +/- acres of City-owned property on 19th Avenue North through June 30, 2016 with an option for an additional twelve (12) months.

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

Ayes: Beauchamp, Sattlem, Baribeau, Tall

Nays: None

Abstain: Blasier

**MOTION CARRIED.**

**Approval – Use of Public Space - Ludington Street - Great Pumpkin Parade.**

Abate of Michigan, Inc. requested authorization to use Ludington Street on Saturday, October 3, 2015, from 12:00 p.m. to 1:00 p.m., for their annual Great Pumpkin Parade. Administration recommended approval of the request with the following conditions: 1) Proper insurance was 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.

**NB-5** Blasier moved, Baribeau seconded, **CARRIED UNANIMOUSLY**, to approve a request from Abate of Michigan, Inc. to use Ludington Street on Saturday, October 3, 2015, from 12:00 p.m. to 1:00 p.m., for their annual Great Pumpkin Parade, provided: 1) Proper insurance was 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.

### **Approval – Use of Public Space – Ludington Street – Escanaba High School Homecoming Parade.**

The Escanaba School District requested authorization to use Ludington Street on Friday, September 25, 2015, from 5:00 p.m. to 5:30 p.m., for their annual Homecoming Parade. Administration recommended approval with the following conditions: 1) Proper insurance was 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.

**NB-6** Sattem moved, Beauchamp seconded, **CARRIED UNANIMOUSLY**, to approve a request from The Escanaba School District to use Ludington Street on Friday, September 25, 2015, from 5:00 p.m. to 5:30 p.m., for their annual Homecoming Parade, provided: 1) Proper insurance was 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.

### **APPOINTMENT(S) TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

Mayor Tall reappointed the following individuals to extended terms on the Historic District Commission:

- Judith Fouts and Monte Morrison to a first extended 1 year appointment;
- Don Curran and Ellie O'Donnell to a second extended 1 year appointment.

Mayor Tall, with Council consensus, made the following regular appointments:

- Howard Smale to the Housing Commission, term ending June 1, 2016;
- Jolee Hughes to the Downtown Development Authority, term ending April 21, 2008.

### **BOARD, COMMISSION, AND COMMITTEE REPORTS**

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

**GENERAL PUBLIC COMMENT** – None

**ANNOUNCEMENTS**

- Commended Public Safety on their Community Foundation Open - Golf Tournament;
- Delta Animal Shelter annual fund raiser was scheduled for October 22, 2015.

Hearing no further public comment, the Council adjourned at 7:20 p.m.

Respectfully submitted

Robert S. Richards, CMC  
City Clerk

Approved: \_\_\_\_\_  
Marc D. Tall, Mayor

NB #1  
cc 10-1-15



September 24, 2015

**MEMORANDUM**

**TO:** City Council,  
James V. O'Toole, City Manager

**FROM:** Robert S. Richards, CMC *EL*  
City Clerk

**SUBJECT:** October 2, 2015, Agenda Item – Council Regular Meeting Schedule

Administration seeks approval of the 2016 Annual Council Meeting schedule. The Michigan Open Meetings Act, "For regular meetings of a public body, there shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year a public notice stating the dates, times, and places of its regular meetings."



COUNTY OF DELTA

STATE OF MICHIGAN

## Notice Regular Public Meetings City Council

PLEASE TAKE NOTICE that the regular meetings of the City Council of the City of Escanaba, County of Delta, State of Michigan, are scheduled at 7:00 p.m. in Room C101, the Council Chambers of the City Hall, 410 Ludington Street, in the City of Escanaba, MI, the first and third Thursday of every month as listed below:

2016 Dates	2017 Dates	2018 Dates
January 7 & 21, 2016	January 5 & 19, 2017	January 4 & 18, 2018
February 4 & 18, 2016	February 2 & 16, 2017	February 1 & 15, 2018
March 3 & 17, 2016	March 2 & 16, 2017	March 1 & 15, 2018
April 7 & 21, 2016	April 6 & 20, 2017	April 5 & 19, 2018
May 5 & 19, 2016	May 4 & 18, 2017	May 3 & 17, 2018
June 2 & 16, 2016	June 1 & 15, 2017	June 7 & 21, 2018
July 7 & 21, 2016	July 6 & 20, 2017	July 5 & 19, 2018
August 4 & 18, 2016	August 3 & 17, 2017	August 2 & 16, 2018
September 1 & 15, 2016	September 7 & 21, 2017	September 6 & 20, 2018
October 6 & 20, 2016	October 5 & 19, 2017	October 4 & 18, 2018
November 3 & 17, 2016	November 2 & 16, 2017	November 1 & 15, 2018
December 1 & 15, 2016	December 7 & 21, 2017	December 6 & 20, 2018

Notice is given in accordance with Act 267 of the 1976 Public Acts of the State of Michigan and Chapter II, Section 5, of the Escanaba City Charter. The City of Escanaba will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon five (5) days notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba by writing or calling the below named City Clerk. Public notice will be given regarding any changes in the above meeting dates. Minutes of all Council Meetings are available at the City Clerk's Office, City Hall, 410 Ludington Street. Phone (906) 786-1194.

Robert S. Richards, CMC  
City Clerk



*Central Upper Peninsula Planning And Development Regional Commission*

NB#2  
CC 10-1-15

2950 College Ave., Escanaba, MI 49829 • www.cuppad.org • cuppad@cuppad.org  
Phone: 906-786-9234 • Fax: 906-786-4442 • 800-562-9828

September 10, 2015

TO: Township Supervisors  
Village President  
City Managers

FROM: Peter Van Steen, Transportation Planner 

SUBJECT: Adoption of Delta County Hazard Mitigation Plan-Update

Over the course of the past three years, staff of the CUPPAD Regional Planning Commission were working with the county emergency management coordinator and the Local Emergency Preparedness Committee in updating the Hazard Mitigation Plan for Delta County. As part of the planning process we received input from the municipalities in the county; for that we are grateful.

The Plan has been approved by FEMA, Region V, U.S. Department of Homeland Security and adopted by the Delta County Board of Commissioners.

The hazard mitigation plan assesses risks and evaluates the community's vulnerability from potential hazards. The result of the Plan is an Action Plan that identifies a number of strategies and steps the community can take to help mitigate present and future hazards.

By adopting the Hazard Mitigation Plan, your community would be eligible to apply for funding through the full complement of Hazard Mitigation Assistance Grants to implement items identified in the Plan.

Since your community was part of the planning process, FEMA is requesting your adoption of the Plan. On behalf of Delta County, please consider adopting the 2015 Delta County Hazard Mitigation Plan-Update. Enclosed for consideration at your next board meeting is a Resolution of Adoption of the Delta County Hazard Mitigation Plan. Upon adoption, please return a copy to me to be forwarded to both FEMA and the Michigan State Police, Emergency Management and Homeland Security Division.

Should you have any questions, please contact me.

Enclosures: Chapter 5- Action Plan  
Resolution of the Adoption of the Delta County Hazard Mitigation Plan

## **Resolution of the Adoption of the Delta County Hazard Mitigation Plan**

**WHEREAS**, hazard mitigation is defined as any action taken before, during, or after a disaster or emergency to permanently eliminate or reduce the long-term risk to human life and property from natural and technological hazards; and

**WHEREAS**, the Federal Government, the State of Michigan, Delta County and the **City of Escanaba** all recognize the importance of preventing or lessening the damage and impact of disasters and emergencies through hazard mitigation; and

**WHEREAS**, the **City of Escanaba** has a unique role to play in coordinating the hazard mitigation activities of federal and state and local governments by identifying local county hazards; and assisting in possible mitigation efforts; and

**WHEREAS**, it is appropriate that technical experts from state and local government and private industry are brought together to foster and promote the implementation of hazard mitigation measures; and

**WHEREAS**, increased coordination can assist in lowering future disaster relief expenditures and increasing the level of public safety for the **City of Escanaba**; and

**WHEREAS**, the **City of Escanaba** may from time to time solicit, review and identify hazard mitigation projects for funding consideration under the Hazard Mitigation Grant Program (section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance, as amended), the Pre-Disaster Mitigation Program (section 203 of the Stafford Act, 42 U.S.C 5133), the Flood Mitigation Assistance Program (section 1366 of the National Flood Insurance Act of 1968, as amended), the Severe Repetitive Loss Program (section 1361A of the National Flood Insurance Act of 1968, as amended) and the Repetitive Flood Claims Program (section 1361A of the National Flood Insurance Act of 1968, as amended).

**NOW, THEREFORE, BE IT RESOLVED** the **City of Escanaba** adopts the 2015 Delta County Hazard Mitigation Plan.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk, City of Escanaba

*Upon adoption return copy to:*  
*Peter Van Steen*  
*CUPPAD*  
*2590 College Avenue*  
*Escanaba, MI 49829*

## 5.0 ACTION PLAN

The overall purpose of this plan is to identify strategies to mitigate the hazards identified to reduce threats to public safety and property. These strategies strive to mitigate the higher risk hazards of severe weather, disruption of municipal infrastructure, loss of property and lives from structural and wildfires, and public health emergencies,

### 5.1 Mitigation Actions

This section describes the action to be taken, the agency responsible, and available funding source if known. Four federal funding sources for hazard mitigation and emergency preparedness are:

- HMGP: Hazard Mitigation Grant Program
- PDM: Pre-Disaster Mitigation Program
- FMA: Flood Mitigation Assistance Program
- EMPG: Emergency Management Performance Grants
- \*SRL: Severe Repetitive Loss
- \*RFC: Repetitive Flood Claims

\* The Biggert Waters Flood Insurance Reform Act of 2012 eliminated the SRL and RFC programs beginning in FY 2013.

Other funding sources noted in this chapter are:

- HMG: Hazardous Materials Grant Program
- HMEP: Hazardous Materials Emergency Planning Grant
- HSGP: Homeland Security Grant Program
- AFG: Assistance to Firefighters Grant Program
- USDA-RD: USDA Rural Development

Possible funding sources were listed under each action. The listed funding source is not an inclusive listing of available resources nor guarantees the project would be funded through that particular source. Funding of projects listed with "local resources" may be accomplished through local funds or through other grant funds obtained by an agency. Additional information on available hazard mitigation funding can be found in FEMA's Hazard Mitigation Assistance Unified Guidance document (2013) and FEMA's website.

The following "Hazard Related Actions" are listed in order of priority as explained in Table 4-2 Strategies. At the end of this section, Table 5-1 summarizes the actions and agencies/personnel that would be responsible for undertaking the actions listed. The responsible local government agency to carry out an action is stated generally as Local Governments. Table 5-2 indicates the specific jurisdiction responsible in each location.

Budget concerns dictate that project implementation would depend largely on securing grant funding. Therefore, agencies and organizations would undertake the following strategies

provided there is adequate funding and resources to accomplish the project. Completion of the projects should be directed towards those projects that have the highest priority. Estimated project completion dates are identified.

#### **5.1.1 Hazard Related Actions**

**Action:** Develop/update site emergency plans for SARA Title III sites.

**Lead Agency:** County Emergency Management

**Funding Source:** Local Resources, EMPG, LEPC

**Time Frame:** On going

**Status:** Plans updated for several sites.

**Action:** Regularly conduct exercises of site emergency plans and community response plans.

**Lead Agency:** County Emergency Management

**Funding Source:** Local Resources, EMPG

**Time Frame:** On going

**Status:** Exercises conducted at least two times per year.

**Action:** Maintain adequate road and debris clearing capabilities.

**Lead Agency:** County Road Commission

**Supporting Agency:** MDOT, Cities of Escanaba and Gladstone, and Village of Garden

**Funding Source:** HMGP, MDOT

**Time Frame:** On going

**Status:** County Road Commission and municipal departments of works regularly clear streets after weather events.

**Action:** Institute training, planning and preparedness for hazardous materials and general transportation incidents on roadways and railways.

**Lead Agency:** County Emergency Management

**Funding Source:** HMGP, Local Resources, EMPG, Fire

**Time Frame:** On-going

**Status:** Agencies regularly conduct training sessions.

**Action:** Ensure fire departments and other first responders have adequate training and equipment to respond to hazardous materials accidents.

**Lead Agency:** County Emergency Management

**Funding Source:** HMGP, EMPG

**Time Frame:** On-going

**Status:** Region 8 Homeland Security Planning Board is discussing the possibility of forming a regional hazardous materials response team.

**Action:** MDOT, road commissions and local governments should continually examine and identify problem roadways and intersections. Improve the design of such locations to alleviate the situation and/or install appropriate traffic controls.

**Lead Agency:** MDOT

**Supporting Agency:** Cities of Escanaba and Gladstone

**Funding Source:** MDOT, HMGP, EMPG

**Time Frame:** FY2015

**Status:** Road commissions do regularly examine, identify, and improve problem roadways and intersections.

**Action:** Continue to train and equip local hazardous materials emergency response teams.

**Lead Agency:** County Emergency Management

**Funding Source:** PDMP, HMGP, EMPG, HHSP

**Time Frame:** On-going

**Status:** Region 8 Homeland Security Planning Board is in discussing the possibility of forming a regional hazardous materials response team.

**Action:** Maintain facility and community training and exercise programs.

**Lead Agency:** County Emergency Management

**Funding Source:** Local Resources, EMPG

**Time Frame:** On-going

**Status:** Facility training programs have been implemented.

**Action:** Institute an emergency warning system with a distinct, unique sound to be associated with a specific accident or disaster.

**Lead Agency:** County Emergency Management

**Funding Source:** PDMP, HMGP, EMPG

**Time Frame:** FY2012

**Status:** No warning systems has been developed.

**Action:** Ensure county road commission and local public works personnel have adequate training and equipment for spill control at HAZMAT accidents.

**Lead Agency:** Road Commission

**Supporting Agency:** Cities of Escanaba and Gladstone and village of Garden

**Funding Source:** HMGP

**Time Frame:** On-going

**Status:** Region 8 Homeland Security Planning Board is in discussing the possibility of forming a regional hazardous materials response team.

**Action:** Explore the establishment and implementation of a "reverse 911" calling system in Delta County.

**Lead Agency:** County Emergency Management

**Funding Source:** HMGP, EMPG

**Time Frame:** In planning stage

**Status:** System only in place near natural gas storage center in Rapid River.

**Action:** Continue use of NOAA Weather Radio weather tower coverage.

**Lead Agency:** County Emergency Management

**Funding Source:** PDMP, HMGP, EMPG

**Time Frame:** On-going

**Status:** Delta County has NOAA Weather Radio coverage.

**Action:** Increase use of NOAA Weather Radio through community awareness and education programs.

**Lead Agency:** County Emergency Management

**Supporting Agency:** LEPC

**Funding Source:** PDMP, HMGP, EMPG

**Time Frame:** On-going

**Status:** The NOAA Marquette office holds regular education events.

**Action:** Institute a public education program regarding emergency warning systems.

**Lead Agency:** County Emergency Management

**Supporting Agency:** LEPC

**Funding Source:** Local Resources, EMPG

**Time Frame:** On-going

**Status:** There is no emergency warning system in place.

**Action:** Seek funding from public and private sources to maintain and improve/expand emergency warning systems in communities throughout the County.

**Lead Agency:** County Emergency Management

**Supporting Agency:** LEPC

**Funding Source:** Local resources, EMPG

**Time Frame:** On-going

**Status:** Program in planning stage.

**Action:** Ensure fire departments and other responders have adequate equipment and training to respond to structural and commercial fires.

**Lead Agency:** *Responsible Agency:* Fire Departments

**Supporting Agency:** County Emergency Management, Emergency Medical Services

**Funding Source:** Local Resources, HMGP, and Assistance to Firefighters Grant Program

**Time Frame:** On-going

**Status:** Fire departments and first responders must attend regular training sessions. These organizations also assess their equipment needs on a regular basis.

**Action:** Continue mutual aid agreements among the various fire departments.

**Lead Agency:** Fire Departments

**Supporting Agency:** County Emergency Management, Local Units of Government

**Funding Source:** Local Resources

**Time Frame:** On-going

**Status:** Mutual aid agreement in place in Delta County.

**Action:** Develop/update evacuation plans of facilities and of communities. Confirm that first responder, fire departments and law enforcement agencies are aware of such plans.

**Lead Agency:** County Emergency Management

**Supporting Agency:** Fire Departments, Emergency Medical Services, LEPC

**Funding Source:** Local Resources, EMPG

**Time Frame:** On-going

**Status:** The plans for some facilities have been prepared.

**Action:** Construct connector roads to reduce congestion of arterial roads.

**Lead Agency:** MDOT

**Supporting Agency:** Cities of Escanaba and Gladstone

**Funding Source:** HMGP

**Time Frame:** FY2015

**Status:** Connector roads have been built.

**Action:** Utilize a geographic information system to map storm sewers, spillways and residential wells throughout the county.

**Lead Agency:** Drain Commission, Public Health Department

**Supporting Agency:** Local Units of Government

**Funding Source:** PDMP, HMGP, EMPG

**Time Frame:** FY2010

**Status:** Health department has mapped residential wells in the county.

**Action:** Purchase and distribute NOAA radios.

**Lead Agency:** County Emergency Management

**Funding Source:** HMGP

**Time Frame:** On-going

**Status:** Program in planning stage.

**Action:** Maintain and improve/expand emergency warning systems in communities across the County.

**Lead Agency:** County Emergency Management

**Funding Source:** PDMP, EMPG

**Time Frame:** FY2012

**Status:** No system is in place.

**Action:** Continue to implement a countywide fire-training program.

**Lead Agency:** Fire Departments

**Supporting Agency:** County Emergency Management

**Funding Source:** Local Resources, Assistance to Firefighters Grant Program

**Time Frame:** On-going

**Status:** Firefighters must attend regular training sessions.

**Action:** Update site emergency plans for schools, factories, office buildings, and other appropriate sites.

**Lead Agency:** County Emergency Management

**Supporting Agency:** Fire Departments

**Funding Source:** Local Resources

**Time Frame:** On-going

**Status:** Site emergency plans are continuously updated for schools and other sites.

**Action:** Install lightning protection devices on communities' communication and utility infrastructure.

**Lead Agency:** Local Units of Government

**Funding Source:** HMGP, EMPG

**Time Frame:** FY2012

**Status:** Devices have been installed.

**Action:** Install signs along the highway to denote the actual speed of vehicles traveling on the roadway.

**Lead Agency:** MDOT

**Supporting Agency:** Local Unit of Government

**Funding Source:** PDMP, HMGP

**Time Frame:** FY2012

**Status:** Local traffic control agency has a movable radar sign that is periodically installed at busy roadways.

**Action:** Continue with training of and provide for the increased use of weather spotters.

**Lead Agency:** NOAA

**Supporting Agency:** County Emergency Management

**Funding Source:** NOAA

**Time Frame:** On-going

**Status:** There is training held yearly in Delta County.

**Action:** Bury/ protect power and utility lines.

**Lead Agency:** Utility Companies

**Supporting Agency:** County Emergency Management

**Funding Source:** HMGP

**Time Frame:** On-going

**Status:** Utility company tree trimmers ensure power line safety and reliability.

**Action:** Install or upgrade sprinkler systems in commercial or high-density residential use buildings, schools, churches, and other buildings where large masses of people congregate.

**Lead Agency:** Fire Departments

**Supporting Agency:** County Emergency Management, Local Units of Government

**Funding Source:** Local Resources

**Time Frame:** FY 2015

**Status:** New and renovated buildings must comply with building codes that mandate sprinkler systems.

**Action:** Inventory exempt SARA Title III sites.

**Lead Agency:** LEPC

**Supporting Agency:** County Emergency Management

**Funding Source:** Local Resources, EMPG

**Time Frame:** FY2010

**Status:** Emergency manager aware of several sites, but no formal inventory has been completed.

**Action:** Use snow fences or living snow fences to limit blowing and drifting snow over critical roadway segments.

**Lead Agency:** County Road Commission

**Supporting Agency:** County Emergency Management, MDOT, Local Units of Government

**Funding Source:** HMGP, Local Resources

**Time Frame:** FY2010

**Status:** Snow fences are utilized where conditions warrant.

**Action:** Update and/or expand public education efforts for emergency preparedness.

**Lead Agency:** County Emergency Management

**Supporting Agency:** LEPC, Fire Departments, Law Enforcement, NOAA

**Funding Source:** Local Resources, EMPG

**Time Frame:** On-going

**Status:** In progress.

**Action:** Correct shelter weaknesses by updating equipment, providing adequate generators, and establishing shelters for vulnerable populations.

**Lead Agency:** County Emergency Management

**Supporting Agency:** Red Cross

**Funding Source:** HMGP, EMPG

**Time Frame:** On-going

**Status:** Shelter attributes are continuously reviewed.

**Action:** Identify existing shelter locations, strengths, and weaknesses.

**Lead Agency:** Red Cross

**Supporting Agency:** County Emergency Management

**Funding Source:** Local Resources, EMPG

**Time Frame:** On-going

**Status:** Shelter attributes are continuously reviewed.

**Action:** Have a system in place to facilitate the immediate response to ice jams on rivers.

**Lead Agency:** MDEQ

**Funding Source:** Local Resources

**Time Frame:** FY2015

**Status:** MDEQ has been consulted about developing a response system.

#### 2014 Strategies

**Action:** Increase public awareness of the need for permits (MDEQ Part 31) for building in flood plain areas.

**Responsible Agency:** County Board, Local Units of Government

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Enforce basic building code requirements related to flood mitigation.

**Responsible Agency:** County Board, Local Units of Government

**Funding Source:** HMG, (post-disaster only), Local Resources

**Time Frame:** On-going

**Action:** Encourage local governments to participate in the National Flood Insurance Program.

**Responsible Agency:** Local Units of Government

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Lake Michigan shoreline communities (Ford River, Wells, Brampton, Masonville, Ensign and Bay de Noc townships, and cities of Escanaba and Gladstone) and Delta County should continue to be active partners with FEMA as the agency proceeds to complete the Risk MAP (Mapping, Assessment and Planning) study.

**Responsible Agency:** Local Units of Government

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Utilize flood risks products developed by FEMA to become more informed of mitigation actions to reduce identified flood risks.

**Responsible Agency:** County Emergency Management

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Develop a system of alternative routes to detour traffic away from hazardous material spills while maintaining a reasonable traffic flow.

**Responsible Agency:** County Road Commission, MDOT

**Funding Source:** Local Resources, HMG, PDM

**Time Frame:** On-going

**Action:** Ensure that fire departments have adequate equipment and training to respond to wildland fires.

**Responsible Agency:** County Emergency Management, Fire Departments

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Implement and continue to provide countywide training and equipment to respond to a public health emergency.

**Responsible Agency:** Public Health Department

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Provide back-up generators for water and wastewater treatment facilities, the county airport, and the county jail to maintain acceptable operating levels during power failures.

**Responsible Agency:** County Emergency Management

**Funding Source:** HMG, PDM

**Time Frame:** On-going

**Action:** Use check valves, sump pumps, and backflow preventers in homes and buildings.

**Responsible Agency:** County Emergency Management, Public Health Department

**Funding Source:** HMG, PDM, FMA

**Time Frame:** On-going

**Action:** Develop a database, and keep current a listing of volunteers that can assist during a major public health event.

**Responsible Agency:** Public Health Department

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Develop and continue to update existing plans to cover possible public health emergency events.

**Responsible Agency:** Public Health Department

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Identify escape and entry routes in areas with high wildfire risk.

**Responsible Agency:** US Forest Service, Michigan DNR, County Sheriff Department, Fire Departments:

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Identify natural fire breaks where wildland fires might be intercepted and contained.

**Responsible Agency:** US Forest Service, Michigan DNR, County Sheriff Department, all fire departments.

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Increase public awareness of the causes, symptoms, and protective actions for disease outbreaks and other potential public health emergencies.

**Responsible Agency:** Public Health Department

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Provide local training to officials on flood mitigation measures, flood plain management, flood proofing, etc.

**Responsible Agency:** County Emergency Management

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Construct elevated or alternative roads that are unaffected by flooding, or making roads more flood-resistant through better drainage and/or stabilization/armoring of vulnerable shoulders and embankments.

**Responsible Agency:** County Road Commission, MDOT

**Funding Source:** HMG, PDM, FMA

**Time Frame:** On-going

**Action:** Provide emergency generators for use at all school facilities and the county airport.

**Responsible Agency:** County Emergency Management

**Funding Source:** HMG, PDM

**Time Frame:** On-going

**Action:** Institute public education of flood warning systems.

**Responsible Agency:** County Emergency Management

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Provide portable pumps for use at municipal fuel pumping facilities and designated gas stations through the county.

**Responsible Agency:** County Emergency Management

**Funding Source:** Local Resources, PDM

**Time Frame:** On-going

**Action:** Acquire drainage easements in order to allow for the planned and regulated public use of privately owned land for temporary water retention and drainage.

**Responsible Agency:** Local Units of Government

**Funding Source:** HMG, PDM, FMA

**Time Frame:** On-going

**Action:** Ensure that fire departments have adequate equipment and training to respond to flood conditions.

**Responsible Agency:** Fire Departments

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Institute a public education program regarding emergency flood warning systems.

**Responsible Agency:** County Emergency Management

**Funding Source:** Local Resources

**Time Frame:** On-going

**Action:** Improve/update accurate flood plain mapping of communities.

**Responsible Agency:** Local Units of Government

**Funding Source:** Local Resources

**Time Frame:** On-going

#### **5.1.2 Administration Actions Related to Hazard Mitigation**

**Action:** Adopt the Delta County Hazard Mitigation Plan.

**Responsible Agency:** Delta County Board of Commissioners

**Supporting Agency:** Townships, Village and Cities within Delta County

**Funding Source:** Local Resources

**Status:** The original Plan was adopted by the county and local units. The County has adopted the 2014 Update. Other municipalities in the county will have the opportunity to adopt the Plan.

**Action:** Utilize Hazard Mitigation in local planning and zoning documents.

**Responsible Agency:** Delta County Board of Commissioners

**Supporting Agency:** Townships of Bark River, Ford River, Escanaba, Garden, and Masonville and cities of Escanaba and Gladstone, the village of Garden, and the Delta County Building and Zoning Department, and CUPPAD Regional Commission.

**Funding Source:** Local Resources

**Time Frame:** On-going

**Status:** Information contained in the Plan has been utilized in planning documents.

Table 5-1 Summary of Actions and Responsible Parties										
	*Improve/Expand Warning Systems/ Install signage	*Increased NOAA weather coverage	Public Education	Plans, Studies, and/or Mapping	Training and Education	*Construct/ upgrade emergency shelters	*Equipment for emergency response and public works personnel	Road improvements	*Purchase distribute weather radio	Adopt Plan and consider hazard mitigation in local planning/zoning
County Board										X
County Emergency Management	X	X	X	X	X	X	X	X	X	
Local Emergency Planning Committee			X						X	
Law Enforcement	X				X				X	
Fire Service					X		X		X	
Emergency Medical Services			X	X	X		X			
Public Health				X	X		X			
Human Services				X						
MDOT	X			X				X		
<b>Township/City/Village</b>										
Baldwin Twp.	X	X		X			X		X	X
Bark River Twp.	X	X		X			X		X	X
Bay de Noc Twp.	X	X		X			X		X	X
Brampton Twp.	X	X		X			X		X	X
Cornell Twp.	X	X		X			X		X	X
Ensign Twp.	X	X		X			X		X	X
Escanaba City	X	X		X			X	X	X	X
Escanaba Twp.	X	X		X			X		X	X
Fairbanks Twp.	X	X		X			X		X	X
Ford River Twp.	X	X		X			X		X	X

	*Improve/Expand Warning Systems/ Install signage	*Increased NOAA weather coverage	Public Education	Plans, Studies, and/or Mapping	Training and Education	*Construct/ upgrade emergency shelters	*Equipment for emergency response and public works personnel	Road improvements	*Purchase distribute weather radio	Adopt Plan and consider hazard mitigation in local planning/zoning
Garden Twp.	X	X		X			X		X	X
Garden Village	X	X		X			X		X	X
Gladstone city	X	X		X			X	X	X	X
Maple Ridge Twp.	X	X		X			X		X	X
Masonville Twp.	X	X		X			X		X	X
Nahma Twp.	X	X		X			X		X	X
Wells Twp.	X	X		X			X		X	X

\*FEMA fundable grant project

## 5.2 Plan Maintenance

Maintenance of the plan consists of the responsible agencies performing the following:

- Reviewing and evaluating the original plan for changes due to new circumstances, information, or projects.
- Updating the plan on an annual or 5-year basis.
- Continued public participation in the hazard mitigation plan.

### 5.2.1 Reviewing, Evaluating, and Updating

The Delta County Emergency Management Coordinator is responsible for reviewing and updating the plan. A review of the plan is recommended annually. If Delta County is unable to examine the plan annually, the plan is required to be reviewed every five years and updated if necessary. The 5-year mandatory review and update of the hazard mitigation plan is needed due to ever changing circumstances in communities. The original hazard mitigation plan was reviewed and updated in 2014. The next mandatory update of this hazard mitigation plan will be scheduled in five years from the date of FEMA plan approval for this update.

Reviewing and evaluating the hazard mitigation plan is crucial since changes in the type, extent, and total numbers of hazards are likely to occur over time. For instance, the risks and hazards

identified in the plans may increase or decrease, new hazards may be brought forward due to new development patterns; or strategies may be implemented and new ones proposed.

The County Emergency Management Coordinator is responsible for meeting with the Local Emergency Planning Committee (LEPC) in February of each year to evaluate the plan's performance during the past calendar year. The LEPC may, if it chooses, monitor the community's land use planning to ensure that mitigation goals and objectives are being considered in the day-to-day land use decisions. The LEPC meetings are posted and open to the public. Local units of government are invited to attend meetings that are scheduled to review and evaluate the plan.

Measures used to evaluate and update the plan are: changes in the number, type and/or extent of risk in the county or local jurisdiction; number of mitigation strategies accomplished; implementation problems; and recommendations on new projects or revision of current action items. The plan evaluation results will be summarized into a report. The need for plan amendments or updates is determined at this time.

Based on recommendations from the LEPC, the County Board of Commissioners approves recommendations for any appropriate changes. Local governments that have adopted the County Hazard Mitigation Plan are requested to adopt the new amendments or a new updated plan. Communities that have local land use control, i.e. locally adopted zoning ordinance are requested to consider and adopt the amendments or a new updated plan. Table 4-2 depicts the zoning authority of individual governmental entities in Delta County.

Table 4-2 Planning and Zoning Authorities		
Local Government	Delta County Zoning	Local Zoning
Baldwin Township	X	
Bark River Township		X
Bay de Noc Township	X	
Brampton Township	X	
Cornell Township	X	
Ensign Township	X	
Escanaba City		X
Escanaba Township		X
Fairbanks Township	X	
Ford River Township		X
Garden Township	X	
Gladstone city		X
Maple Ridge Township	X	
Masonville Township		X
Nahma Township	X	
Wells Township	X	
Village of Garden		X

It is recommended that the mitigating actions described in the County Hazard Mitigation Plan be incorporated into planning documents prepared and adopted by either the Delta County Board of Commissioners or local units of government within the county. Information contained in the mitigation plan would be useful to communities as they prepare or develop various planning documents. One suggested planning document is the master plan; the procedures for amending or adopting a plan are outlined in the Michigan Planning Enabling Act. The planning act requires communities with an adopted plan to review the plan every five years to determine if any necessary changes should be made to the plan. At the five-year review stage, the community should consult the Hazard Mitigation Plan to determine what findings and actions included in the Plan are appropriate for inclusion into the local plan. It is recommended that the community not wait for the five-year interval, but undertake an amendment to the plan with actions or other findings from the plan. Local officials will consider incorporating the mitigating actions as goals and objectives into their comprehensive plans.

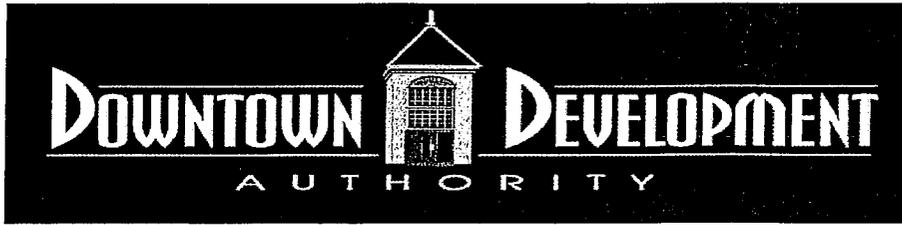
Another program specific plan that may be prepared is a "Community Development Plan," a required plan when a community applies for a federal Community Development Block Grant. The Community Development Plan includes an assessment of problems and needs of the community, a brief community profile and possible short term and long-term activities to address identified needs and problems of the area. The Hazard Mitigation Plan can be utilized in presenting the community profile, identification of community needs and problems, along with activities to address the identified hazard needs and problems.

### **5.2.2 Public Participation**

The County Emergency Management Coordinator or other appointed agency achieves on-going public participation. The Emergency Management Coordinator or a designee attends meetings at least annually to update local officials and residents on hazard mitigation and inquire on potential projects. The Emergency Management Coordinator meets with organizations such as the Local Emergency Planning Committee, Township Association, local planning and zoning boards, Fire Chiefs, and the County Board of Commissioners. Public review of the update to the Delta County Hazard Mitigation Plan was achieved through the following:

- A letter was sent notifying local governments within Delta County, neighboring counties and members of the LEPC that the County Board has adopted the plan.
- A copy was made available for public review at the Escanaba and Gladstone public libraries, the Escanaba and Gladstone Public Safety Departments, and the Delta County Courthouse.
- A notice was placed in the local newspaper informing the public on where they could review the plan and the time and location of public meetings. The public was encouraged to send comments to the Emergency Management Coordinator.

- The County Emergency Management Coordinator arranged to have hazard mitigation information displayed on the County, CUPPAD Regional Commission or other organizations' websites. Local officials and residents alike could easily access this type of media.



September 18, 2015  
City of Escanaba  
Jim O'Toole, City Manager  
410 Ludington Street  
Escanaba, MI 49829

Dear Jim:

The Escanaba Downtown Development Authority would like to do a Site Plan review with the Planning Commission at the October 8<sup>th</sup>, 2015 meeting for the Escanaba Market Place project. The project would be located on the old Northern Motors property located on the corner of 15<sup>th</sup> Street & Ludington Street. The project would include a parcel of land that is a parking lot today, located on 1<sup>st</sup> Ave South between 15<sup>th</sup> & 16<sup>th</sup> Streets.

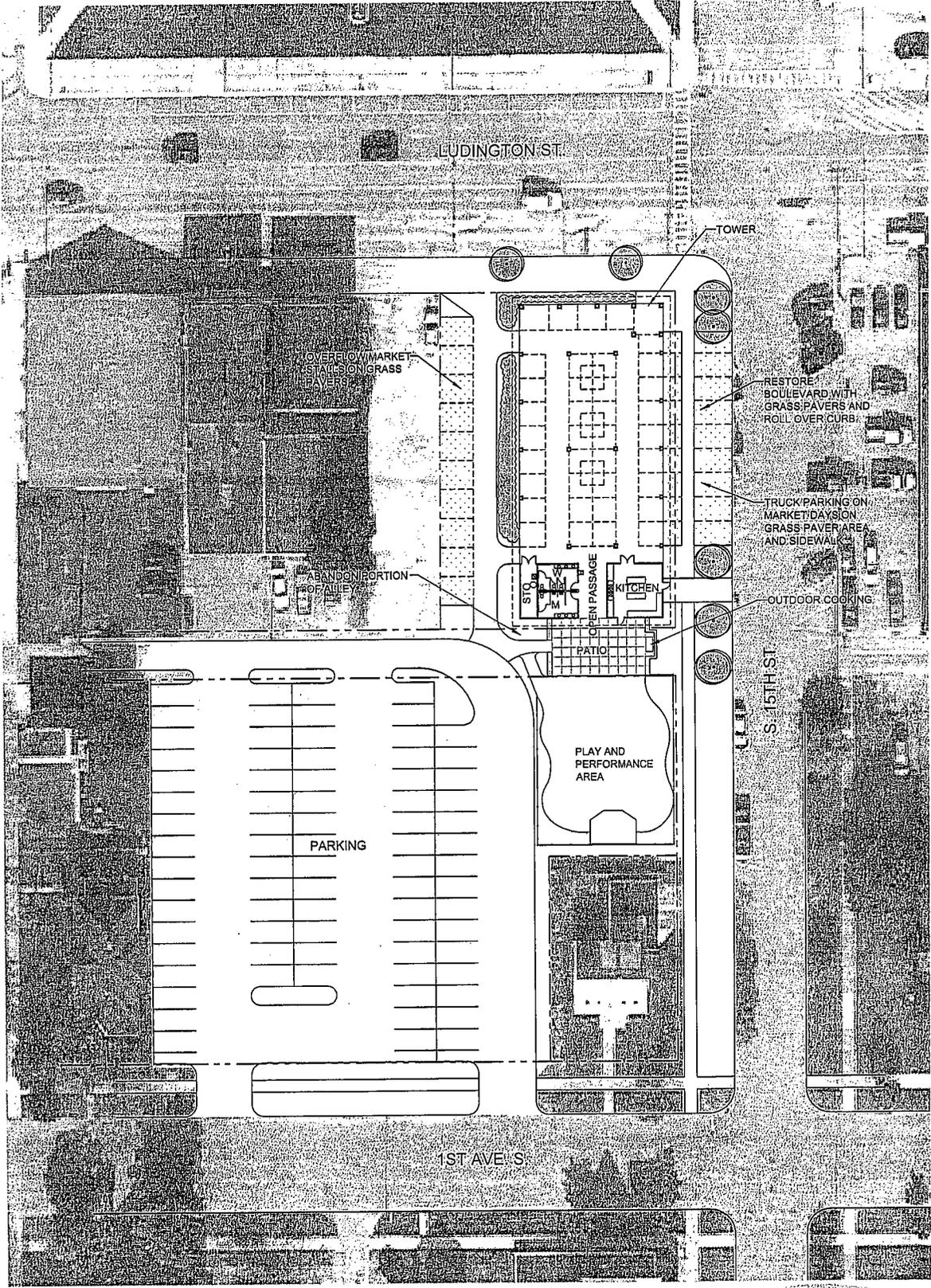
Sincerely,

Ed

Ed Legault  
Executive Director  
Escanaba Downtown Development Authority  
edwarddda@att.net  
W) 906-789-8696  
F) 906-789-6182

# Escanaba MARKETPLACE

ESCANABA, MICHIGAN  
JANUARY 6, 2015



SITE PLAN  
SCALE: 1" = 40'-0"



BARRY J. POLZIN  
ARCHITECTS  
101 N. LANSING BLVD. ESCANABA, MI 49829  
PHONE: 517.701.1444 FAX: 517.701.1445

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**BARRY J POLZIN ARCHITECTS, INC.**

101 NORTH LAKESHORE BLVD. • MARQUETTE, MICHIGAN 49855  
906-226-8661 • FAX 906-226-8667  
[www.bjparchitects.com](http://www.bjparchitects.com)

**ESCANABA MARKETPLACE/LUDINGTON AVENUE**

**PROJECTION OF PROBABLE COSTS - 2/19/15**

**Site Work**

• Demolition	\$ 16,000.00
• Excavation/Grading	8,000.00
• Utilities	10,000.00
• Paving/Walks	28,000.00
• Landscaping/grass pavers	32,000.00
• Parking lot lighting	24,000.00
• Bury Overhead Power Lines	<u>120,000.00</u>
	\$238,000.00

**Building Construction (8,100 s.f.)**

• Foundation/Slabs	74,000.00
• Structure/Shell	182,000.00
• Interior Areas	74,000.00
• Mechanical	42,000.00
• Electrical	32,000.00
• Sound, Security, Technology	18,000.00
• Signage, Furnishings, Fixtures	<u>34,000.00</u>
	\$456,000.00

**Play and Performance Area**

• Excavation/Grading	\$ 6,000.00
• Landscaping	12,000.00
• Stage/Gazebo	18,000.00
• Outdoor Cooking	<u>12,000.00</u>
	\$ 48,000.00

Subtotal \$742,000.00

Contingency 74,200.00

Architect/Engineering Fees 57,100.00

TOTAL \$873,300.00

Lot #6 + 13 ft. of Lot #5  
 1501 Ludington Street  
 Parcel #051-320-2930-405-003

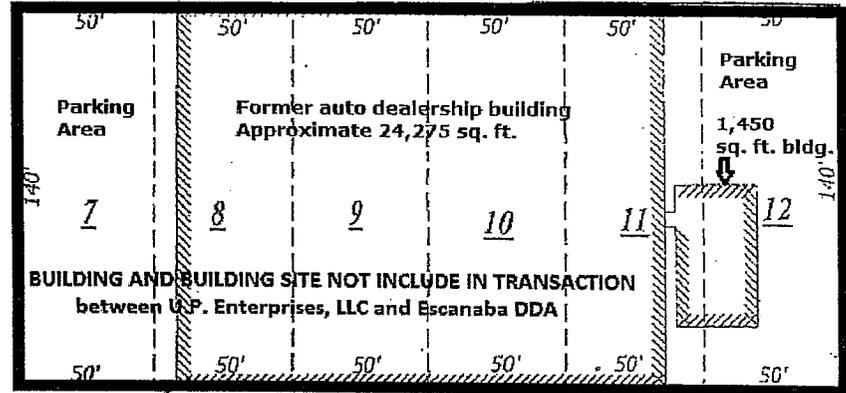
Part of Lot #5  
 1507 Ludington Street  
 Parcel #051-320-2930-405-002

LUDINGTON STREET (100' R/W)

BLDG. CORNER  
 0.5'± INTO R/W

BLDG. CORNER  
 ON LINE

SOUTH 15TH STREET (80' R/W)



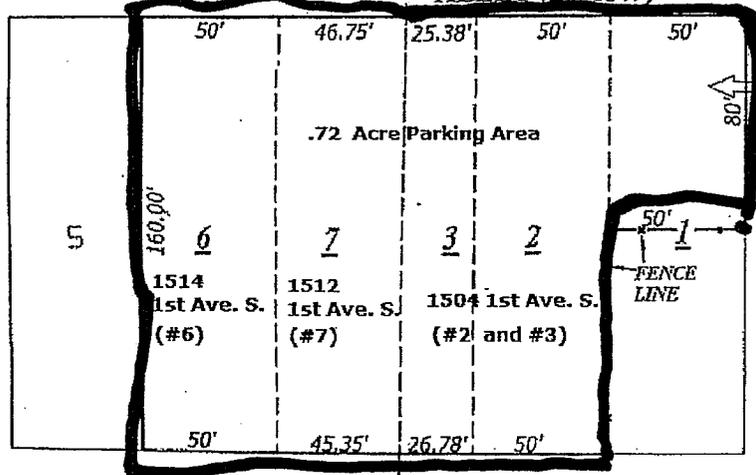
BLDG. CORNER  
 ON LINE

ALLEY (20' R/W)

BLDG. CORNER  
 ON LINE

SOUTH 14TH STREET (80' R/W)

ALLEY (20' R/W)



Section of #1  
 112 S. 15th Street  
 Parcel #051-320-2930-405-005

Parcel #2 & 3  
 #051-320-2930-405-004

Parcel #7  
 #051-350-2930-334-008

Parcel #6  
 #051-350-2930-334-007

PLAT OF SURVEY OF  
 LOTS 2, 3, & PART OF LOT 1 &  
 LOT 6 & PART OF LOT 5 OF BLOCK 100,  
 LOTS 7 - 12 BLOCK 94 OF  
 PROPRIETORS FIRS ADDITION, &  
 LOTS 6 & 7 OF BLOCK 2 OF  
 S.H. SELDON ADDITION TO  
 THE CITY OF ESCANABA,  
 DELTA COUNTY, MICHIGAN

EXHIBIT "A" to Purchase & Sale Agreement

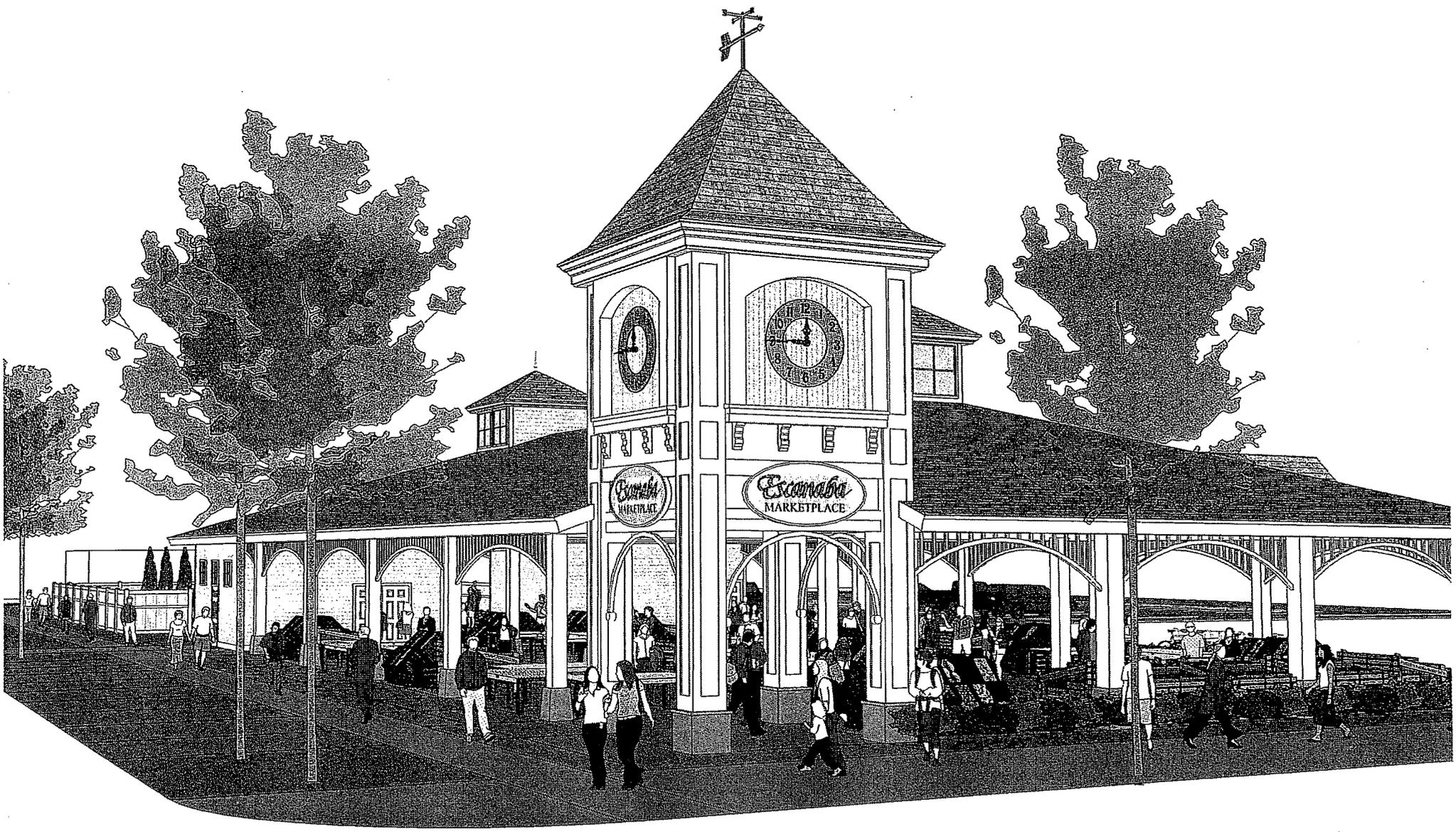
Seller: U.P. Enterprises, LLC

Buyer: Escanaba Downtown Development Authority

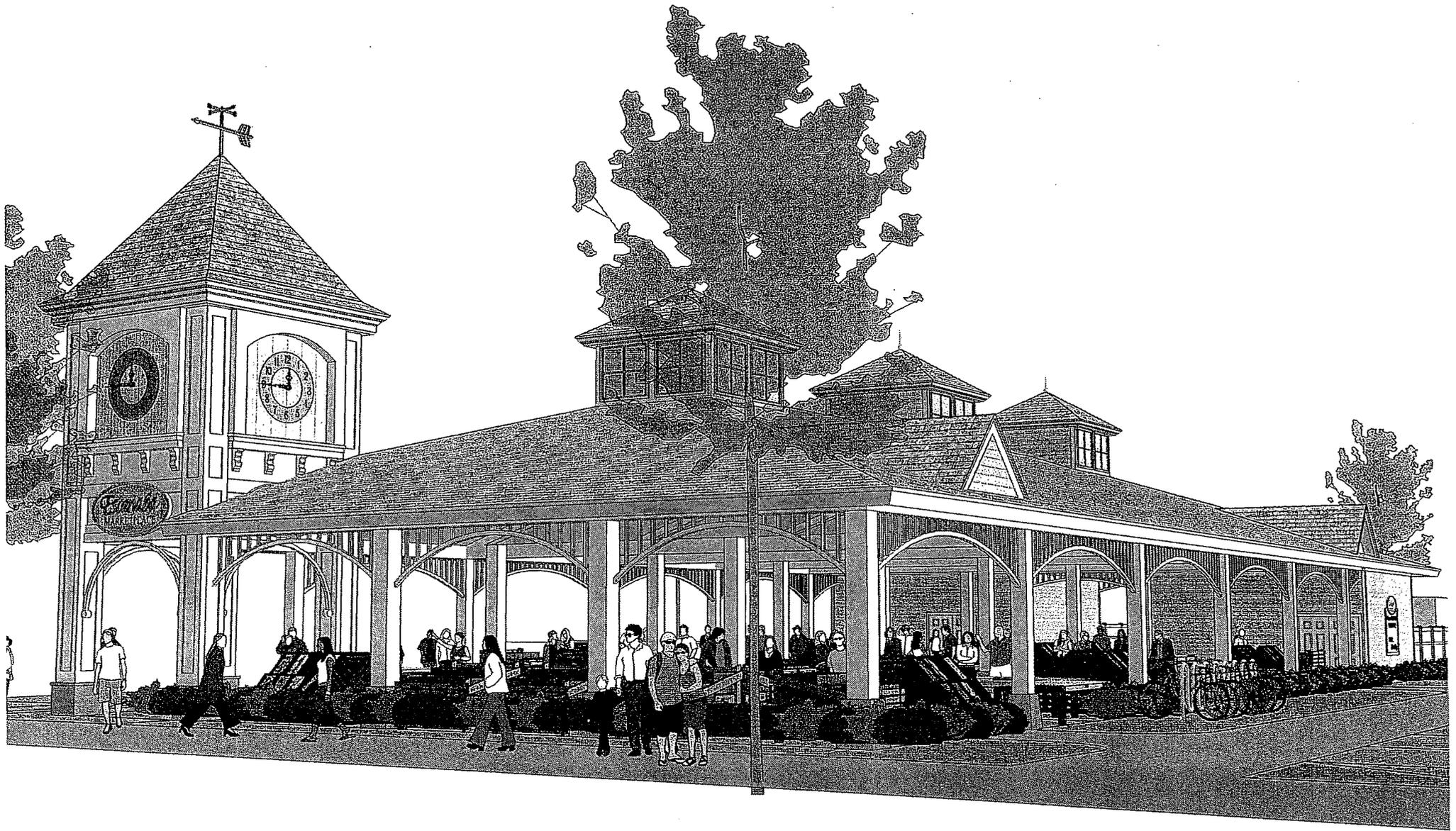
FIRST AVENUE SOUTH (80' R/W)











**General Property Information**

**City of Escanaba**

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: 051-320-2930-405-002 Unit: City of Escanaba

**Parcel is Vacant**

**Property Address [collapse]**

1507 LUDINGTON STREET  
 ESCANABA, MI 49829

**Owner Information [collapse]**

UP ENTERPRISES LLC  
 1505 NORTH LINCOLN RD  
 ESCANABA, MI 49829

Unit: 051

**Taxpayer Information [collapse]**

DAGENAIS ENTERPRISES  
 1505 NORTH LINCOLN ROAD  
 ESCANABA, MI 49829

**General Information for Tax Year 2015 [collapse]**

<b>Property Class:</b>	201 - Commercial, 201	<b>Assessed Value:</b>	\$14,586
<b>School District:</b>	21010 - Escanaba Schools	<b>Taxable Value:</b>	\$14,586
<b>State Equalized Value:</b>	21010	<b>Map #</b>	N/A
<b>User Num Idx</b>	\$14,586	<b>Date of Last Name Chg:</b>	06/25/2015
	0	<b>Date Filed:</b>	
		<b>Notes:</b>	N/A
<b>Historical District:</b>	N/A	<b>Census Block Group:</b>	N/A

<b>Principal Residence Exemption</b>	<b>June 1st</b>	<b>Final</b>
2016	0.0000 %	-
2015	0.0000 %	0.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2014	\$16,583	\$16,583	\$16,167
2013	\$16,523	\$16,523	\$15,913

**Land Information [collapse]**

	<b>Frontage</b>	<b>Depth</b>
<b>Lot 1:</b>	N/A	N/A
<b>Lot 2:</b>	N/A	N/A
<b>Lot 3:</b>	N/A	N/A
<b>Total Frontage:</b>	N/A	<b>Average Depth:</b> N/A

**Total Acreage:** N/A

**Zoning Code:**

**Total Estimated Land Value:** N/A

**Land Improvements:** \$11,065

**Mortgage Code:** 00102

**Lot Dimensions/Comments:** N/A

**Renaissance Zone:** N/A  
**Renaissance Zone Expiration Date:** N/A

**Legal Information for 051-320-2930-405-002 [collapse]**

PRT OF LOT 5 OF BLK 100 OF PROPRIETORS ADDITION DESC AS; FROM THE NE CORNER OF SD LOT TH W 15 FEET TO THE POB, TH W 33.25 FT TH S 46 FT TH W 2 FT TH S 32 FT TH E 2 FT TH S 62 FT TH E 33.25 FT TH N 140 FT TO POB.

**Sales Information**

3 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
 05/16/2008	\$750,000.00	WD	ROSEMURGY STEPHEN J & CATHLEEN F	UP ENTERPRISES LLC	ARMS-LENGTH	917/770
10/06/2003	\$42,500.00	WD	WARNER RICHARD L & CHRISTINE	ROSEMURGY STEPHEN & CATHLEEN	ARMS-LENGTH	737/656
04/07/1987	Confidential	WD	ROSEMURGY ROBERT S & MARY LYNN	WARNER RICHARD L & CHRISTINE D	ARMS-LENGTH	304/82

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[Privacy Policy](#)

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
ROSEMURGY STEPHEN J & CAT	UP ENTERPRISES LLC	750,000	05/16/2008	WD	ARMS-LENGTH	917/770	DAINA NORDEN	100.0
WARNER RICHARD L & CHRIST	ROSEMURGY STEPHEN & CATHL	42,500	10/06/2003	WD	ARMS-LENGTH	737/656		0.0
ROSEMURGY ROBERT S & MARY	WARNER RICHARD L & CHRIST	***,***	04/07/1987	WD	ARMS-LENGTH	304/82	DAINA NORDEN	0.0

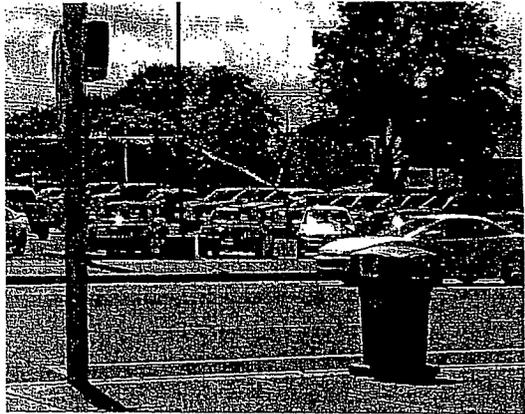
Property Address	Class: Commercial, 201	Zoning:	Building Permit(s)	Date	Number	Status
17 LUDINGTON STREET	School: Escanaba Schools 21010					
Owner's Name/Address	P.R.E. 0%					
UP ENTERPRISES LLC 15 NORTH LINCOLN RD ESCANABA MI 49829	Map #:					
	2015 Est TCV 29,171					

Description	Improved	X	Vacant	Land Value Estimates for Land Table 2/301.COMERCIAL & INDUSTRIAL								
	Public Improvements			* Factors * 33.25 V X140 & 2 X 32								
				Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
				E LUDINGTON	33.25	140.00	1.0000	1.0000	525	100		17,456
				E LUDINGTON	2.00	32.00	1.0000	1.0000	525	75	DEPTH	788
				35 Actual Front Feet, 0.11 Total Acres Total Est. Land Value =								18,244

Description	X	Land Improvement Cost Estimates					
		Description	Rate	CountyMult.	Size	%Good	Cash Value
		D/W/P: Crushed Rock	1.22	1.34	4719	80	6,172
		/CI16/YARI/OUTL/2AVG/POLS	60.00	1.00	60.0	100	3,600
		/CI16/YARI/OUTL/2AVG/FLO5	385.00	1.00	3.0	100	1,155
		Total Estimated Land Improvements True Cash Value =					10,927

Improvements/Influences	X	Value
Street Lights		
Standard Utilities		
Underground Utils.		

Topography of Site	X	Value
Level		
Rolling		
Low		
High		
Landscaped		
Swamp		
Wooded		
Pond		
Waterfront		
Ravine		
Wetland		
Flood Plain		



Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
2015	9,122	5,464	14,586			14,586S
2014	9,993	6,590	16,583			16,167C
2013	10,070	6,453	16,523			15,913C
2012	9,193	6,348	15,541			15,541S

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\*\* Information herein deemed reliable but not guaranteed\*\*\*

# SKETCH/AREA TABLE ADDENDUM

Parcel No 051-320-2930-405-002

File No 1507LUD-LAND

Property Address 1507 LUDINGTON STREET

City ESCANABA

County Delta

State MI

Zip 49829

Owner UP ENTERPRISES LLC

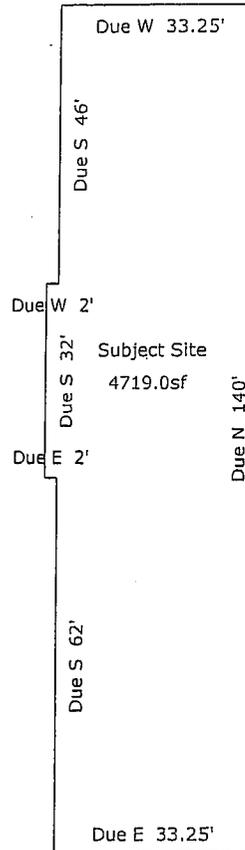
Appraiser Name DAINA NORDEN

Drawn Date 11/7/14

Modified By

SUBJECT

IMPROVEMENTS SKETCH



Scale: 1" = 32'

## Subject Site

Beginning at a point of the Tract described by Metes and Bounds as follows:

- THENCE Due West, a distance of 33.25 Feet;
- THENCE Due South, a distance of 46.00 Feet;
- THENCE Due West, a distance of 2.00 Feet;
- THENCE Due South, a distance of 32.00 Feet;
- THENCE Due East, a distance of 2.00 Feet;
- THENCE Due South, a distance of 62.00 Feet;
- THENCE Due East, a distance of 33.25 Feet;
- THENCE Due North, a distance of 140.00 Feet to point of beginning;

Said tract containing 0.11 acres (4719.00 sf) of land, more or less.

Perimeter = 350.50 Feet

No significant error of closure.

SURVEY DESCRIPTION

Land Improvements: \$18,815  
 Renaissance Zone: N/A  
 Renaissance Zone Expiration Date: N/A

Lot Dimensions/Comments: N/A

**Legal Information for 051-320-2930-405-003 [collapse]**

LOT 6 & E 13 FT OF LOT 5 OF BLK 100 OF PROPRIETORS ADDITION

**Sales Information**

1 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
05/16/2008	\$750,000.00	WD	NORTHERN MOTOR COMPANY (ROSEMURGY)	UP ENTERPRISES LLC	ARMS-LENGTH	917/769

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**General Property Information**

**City of Escanaba**

[Back to Non-Printer Friendly Version] [Send To Printer]

**Parcel:** 051-320-2930-405-003 **Unit:** City of Escanaba

**Parcel is Vacant**

**Property Address** [collapse]

1501 LUDINGTON STREET  
 ESCANABA, MI 49829

**Owner Information** [collapse]

UP ENTERPRISES LLC  
 1505 NORTH LINCOLN ROAD  
 ESCANABA, MI 49829

**Unit:** 051

**Taxpayer Information** [collapse]

DAGENAIS ENTERPRISES  
 1505 NORTH LINCOLN ROAD  
 ESCANABA, MI 49829

**General Information for Tax Year 2015** [collapse]

<b>Property Class:</b>	202 - Commercial Vacant, 202	<b>Assessed Value:</b>	\$25,844
<b>School District:</b>	21010 - Escanaba Schools 21010	<b>Taxable Value:</b>	\$24,025
<b>State Equalized Value:</b>	\$25,844	<b>Map #</b>	N/A
<b>User Num Idx</b>	0	<b>Date of Last Name Chg:</b>	06/25/2015
		<b>Date Filed:</b>	
		<b>Notes:</b>	N/A
<b>Historical District:</b>	N/A	<b>Census Block Group:</b>	N/A

<b>Principal Residence Exemption</b>	<b>June 1st</b>	<b>Final</b>
2016	0.0000 %	-
2015	0.0000 %	0.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2014	\$26,819	\$26,819	\$23,647
2013	\$26,663	\$26,663	\$23,275

**Land Information** [collapse]

	<b>Frontage</b>	<b>Depth</b>
<b>Lot 1:</b>	N/A	N/A
<b>Lot 2:</b>	N/A	N/A
<b>Lot 3:</b>	N/A	N/A
<b>Total Frontage:</b>	N/A	<b>Average Depth:</b> N/A

**Total Acreage:** N/A

**Zoning Code:**

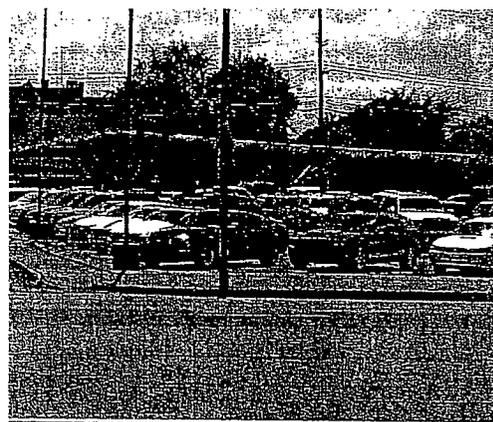
**Total Estimated Land Value:** N/A

**Mortgage Code:** 00102

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prct. Trans.
INTERN MOTOR COMPANY (R	UP ENTERPRISES LLC	750,000	05/16/2008	WD	ARMS-LENGTH	917/769	DAINA NORDEN	100.0

Property Address	Class: Commercial Vacant	Zoning:	Building Permit(s)	Date	Number	Status
LUDINGTON STREET	School: Escanaba Schools 21010					
Owner's Name/Address	Map #:					
UP ENTERPRISES LLC NORTH LINCOLN ROAD ESCANABA MI 49829	2015 Est TCV 51,687					

Description	Improved	X	Vacant	Land Value Estimates for Land Table 2/301.COMERCIAL & INDUSTRIAL								
	Public Improvements			* Factors *		63 X 140						
5 & E 13 FT OF LOT 5 OF BLK 100 OF RIETORS ADDITION	X			Description	Frontage	Depth	Front	Depth	Rate	%Adj.	Reason	Value
Comments/Influences	X			E LUDINGTON	63.00	140.00	1.0000	1.0000	525	100		33,075
	X			63 Actual Front Feet, 0.20 Total Acres Total Est. Land Value = 33,075								
	X			Land Improvement Cost Estimates								
	X			Description	Rate	CountyMult.	Size	%Good	Cash Value			
	X			D/W/P: Asphalt Paving	1.51	1.34	8820	51	9,102			
	X			/CI16/YARI/OUTL/2AVG/FLOS	385.00	1.00	6.0	100	2,310			
	X			/CI16/YARI/OUTL/2AVG/POLS	60.00	1.00	120.0	100	7,200			
	X			Total Estimated Land Improvements True Cash Value = 18,612								
	X			Street Lights Standard Utilities Underground Utils.								

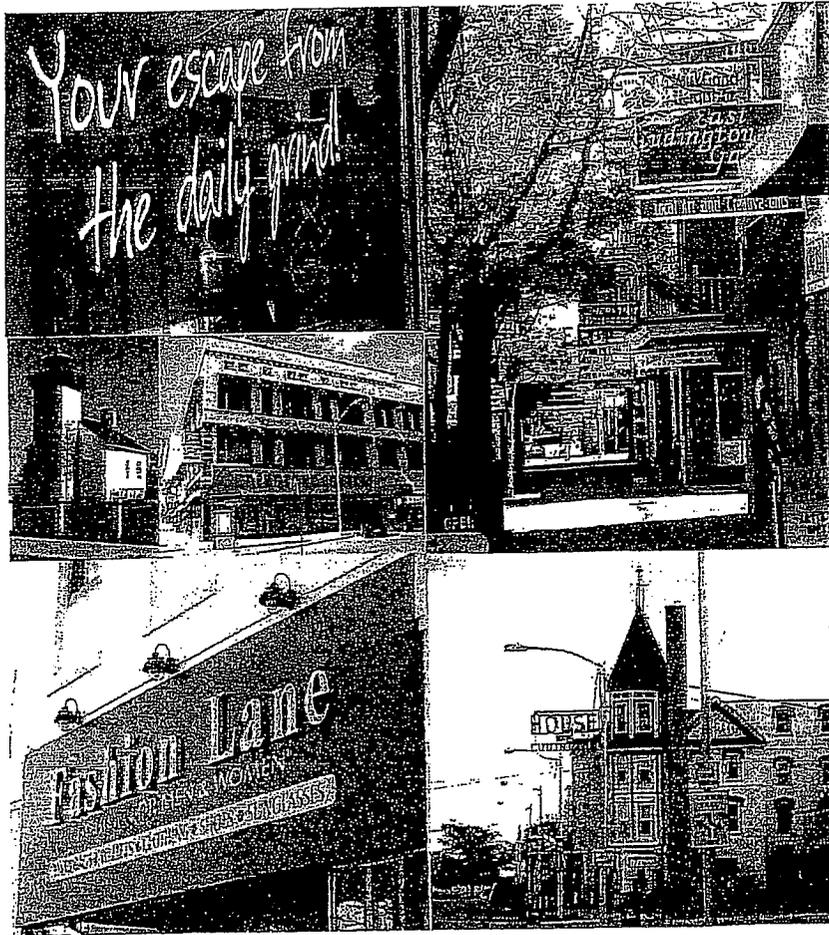


Topography of Site				Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
X	Level			2015	16,538	9,306	25,844			24,025C
	Rolling			2014	14,021	12,798	26,819			23,647C
	Low			2013	14,129	12,534	26,663			23,275C
X	High			2012	12,898	12,337	25,235			22,730C
	Landscaped									
	Swamp									
	Wooded									
	Pond									
	Waterfront									
	Ravine									
	Wetland									
	Flood Plain									
Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value	
DRN	01/30/2015	Review App	2014	14,021	12,798	26,819			23,647C	
KD	08/11/2011	Inspected	2013	14,129	12,534	26,663			23,275C	
KD	09/01/2010	Inspected	2012	12,898	12,337	25,235			22,730C	

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Information herein deemed reliable but not guaranteed\*\*\*

City of Escanaba  
Downtown Development Authority  
Amended and Restated  
Development Plan and Tax Increment Financing Plan



December 2011

City of Escanaba  
Delta County, Michigan

DEVELOPMENT PLAN and TAX INCREMENT FINANCING PLAN  
December 2011

City Council

Leo Evans,, Mayor  
Mayor Pro Tem Brady Nelson  
Walter "Pete" Baker  
Patricia Baribeau  
Ronald J. Beauchampu  
Gilbert Cheves (former Mayor)

Escanaba Downtown Development Authority

Peter Strom, Chairman  
Matt Sviland, Vice Chairman  
Amy Hubert, Treasurer  
James O'Toole  
Gilbert Cheves  
Rachel Scerine

*Former DDA Board Members*

Paula Hughes-Jonsson  
Dale Gartland

James O'Toole, City Manager  
Robert Richards, CMC, City Clerk

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North extended; thence west along a line being one-thousand two hundred (1,200) feet north and parallel to said north right-of-way line of 3rd Avenue North to a point on the north and south centerline of Section 30, said point being three hundred twenty (320) feet more or less south of the north quarter corner of said Section 30; thence south along the north and south centerline of said Section 30 a distance of four hundred sixty-eight (468) feet more or less; thence southwesterly along a curve to the right with one-thousand four hundred thirty-two and 69/100 (1,432.69) foot curve radius a chord distance of five hundred ninety (590) feet more or less; thence south one hundred seventy (170) feet more or less to the northwest corner of Lot 9, Block 1 of Cleary's Subdivision; thence easterly seven hundred ninety-seven and 95/100 (797.95) feet; thence southeasterly two hundred seventy-five (275) feet more or less; thence north thirteen (13) feet more or less; thence southeasterly ninety (90) feet more or less; thence south one hundred twenty-eight (128) feet more or less to a point on the south right-of-way line of 3rd Avenue North; thence east along the south right-of-way line of 3rd Avenue North one-thousand four hundred thirteen (1,413) feet more or less to the east right-of-way line of North 10th Street; thence south eight hundred thirty (830) feet along the east right-of-way line of North 10th Street to the north right-of-way line of 1st Avenue North; thence west along the north right-of-way line of 1st Avenue North to the east right-of-way line of North Lincoln Road (US 2-41 & M-35); thence south along said east right-of-way line extended to the point of beginning.

Also -

That part of Section 28, Section 29, and Section 32 of Township 39 North, Range 22 West lying in the City of Escanaba, Delta County, Michigan, described as follows:

All those lands lying between the waters of Little Bay de Noc and lying easterly of a line described as beginning at the intersection of the south right-of-way line of 7th Avenue South and the southeasterly right-of-way line of Lake Shore Drive; thence northeasterly along said Lake Shore Drive right-of-way line to a point intersecting the east right-of-way line of South 1st Street extended south; thence north along said east right-of-way line of South 1st Street extended to the shore line of Little Bay de Noc.

#### 5. Existing Improvements in the Development Area to be Demolished, Repaired or Altered and Time Required for Completion.

The scope of projects identified by the Escanaba DDA primarily focus on improving existing conditions and infrastructure. As a result, elements within the downtown such as curb and gutters, street pavement, water mains, storm and sanitary systems, lighting, landscaping and sidewalks may be subject to demolition, removal and reconstruction. In addition, the DDA is proposing to allocate funds to be used to acquire and demolish, if necessary, vacant and blighted buildings for public and/or private redevelopment projects.

#### 6. The Location, Extent, Character and Estimated Cost of Improvements including Rehabilitation for the Development Area and an Estimate of Time Required for Completion.

The thrust of the projects identified in the Amended and Restated Development Plan and Tax Increment Financing Plan reflect the proposed reconstruction and improvements to Ludington Street. As a result, the majority of funds forecasted through the tax increment plan will be directed to this effort. The proposed improvements include major reconstruction of the road, implementation of Complete Streets best practices, consolidation of curb-cuts to reduce vehicular conflict points, help maintain the streets so that they are reasonably safe and fit for travel, installation of medians, signalization, sidewalks, utilities, lighting, and street trees, and acquisition of property. The City of Escanaba will be responsible for utilities and roadway enhancements. The downtown area is envisioned to include a combination of mixed uses (residential, retail, and office) and multiple uses (civic, governmental, and private) at densities higher than the surrounding residential neighborhoods or existing commercial uses along Lincoln Street.

Projects and programs for the Development Plan and Tax Increment Financing Plan were identified through several joint special meetings with the City Council, City Administration, Planning Commission, Downtown Development Authority and business owners. A list of projects and programs was compiled and a survey was offered to each of the groups for rating and prioritization. Forty-four members representing the various groups mentioned above responded to the survey coordinated through the City Manager's office.

The results of the prioritization exercise are outlined below in Table 2, 3 and 4. Table 2 graphically and numerically identifies how each project was rated and prioritized by all respondents to the City Manager's Downtown Survey conducted May through July, and Table 3 reflects how the projects were rated by City Council, DDA, City Administration, and Business Owners (Other). Table 4 shows the results of a collective prioritization exercise held at a Special Meeting of the City Council and Downtown Development Authority September 27, 2011. Each of the surveys and the collective prioritization create the framework for DDA future projects and their sequencing.

**Table 2**  
Priorities – Projects and Programs based on Survey

Project or Program	Near Term (0 to 5 Years)	Mid Term (6 – 15 Years)	Long Term (16+ Years)
Downtown Building Façade improvement program	25	12	6
Create an Infrastructure Replacement Plan	23	14	5
Creation and Combination of a DDA and Northshore Administrative Promoter (Champion)	16	6	17
Streetscape – 15th to 6th (includes underground utilities)	16	9	15
Downtown Promotion and Marketing program	16	9	16
Public parking lot improvements (paving, stripping, landscape, and lighting)	3	25	14
National Register of Historic Places inventory for eligible tax credits	9	22	9
* Establish a retail incubator	8	20	11
Include the Escanaba Northshore into the DDA District (As a non-funding contributor)	6	15	16
Downtown District-wide Wireless / Broadband network	10	13	18
Install trees along Ludington Street where trees have been removed	7	13	16
Side street enhancements (paving, stripping, landscape, and lighting)	8	9	25
Conversion of One-way side streets to Two-way	7	10	22
Streetscape – Lincoln to 15th (includes underground utilities)	9	9	21
Interior lease space improvement loan program	7	12	20
Municipal Dock enhancements consistent with a passive park	8	11	19
* Indoor / outdoor Farmers Market Building (Year Round Use)	10	12	18
Streetscape – 6th to 1st (includes underground utilities)	15	8	16
Downtown Upper story residential redevelopment program	9	11	14
Downtown Property acquisition, purchase and demolition	15	10	12



At the September 27, 2011 City Council and DDA special joint meeting board members in attendance included the Escanaba City Council, Escanaba Downtown Development Authority, Escanaba Planning Commission, and Delta County Economic Development Alliance. In addition to board members several interested citizens were in attendance and offered their insight on the proposed plan. The main thrust of the Special Meeting was to collectively identify priorities for the DDA Development Plan. Although the Manager's Survey provided the framework for the development plan and budgets, the DDA Board desired to have other agencies weigh-in on the projects and programs. Prior to voting on the priorities all meeting participants were given an opportunity to discuss projects, add additional projects and programs, or consolidate projects and programs. Once completed, each meeting participant (board members and citizens) were given the opportunity to vote for their three most important projects. Table 4 highlights the results.

**Table 4**  
Collective Prioritization (September 27, 2011 Special Meeting)

	Votes
Downtown Building Façade improvement program	20
Establish a retail incubator	19
Indoor / outdoor Farmers Market Building (Year Round Use)	14
Commercial Building Weather Optimization Program	14
Streetscape – Stepenson to 6th (includes underground utilities)	11
National Register of Historic Places inventory for eligible tax credits	11
Create an Infrastructure Replacement Plan	8
Downtown Property acquisition, purchase and demolition	6
Downtown Promotion and Marketing program	4
Conversion of One-way side streets to Two-way	4
Streetscape – 6th to 1st (includes underground utilities)	3
Downtown Upper story residential redevelopment program	3
Creation and Combination of a DDA and Northshore Administrative Promoter (Champion)	2
Public parking lot improvements (paving, stripping, landscape, and lighting)	1
Interior lease space improvement loan program	0
Downtown District-wide Wireless / Broadband network	0
Municipal Dock enhancements consistent with a passive park	0
Include the Escanaba Northshore into the DDA District (As a non-funding contributor)	0
Install trees along Ludington Street where trees have been removed	0
Side street enhancements (paving, stripping, landscape, and lighting)	0



The top six projects and programs based solely on the number of times selected by meeting participants were:

- Downtown Building Façade Improvement program
- Establish a Retail Incubator
- Indoor / Outdoor Farmers Market
- Commercial Building Weather Optimization Program
- Streetscape from Stephenson Avenue to 6<sup>th</sup> Street, and
- National Register of Historic Places Inventory for the downtown.

After a review of the key priorities the group decided to consolidate the Farmers Market project and Retail Incubator into one project and potentially one facility.

Applying the prioritization, Table 5 includes both capital improvement projects and DDA initiatives/programs segmented into the three general implementation timeframes. Capital costs are based on 2011 construction dollars and estimates for similar scope downtown projects. Initiatives classified as "Project Based" are identified DDA priorities that are dependent on private redevelopment projects with the potential for DDA participation.

**Table 5**  
Estimated Cost of Improvements and Implementation Schedule

Project / Program	Description	Budget
<b>Near Term Projects and Programs (0 to 5 Years)</b>		
Downtown Building Façade Improvement program	Continuation of the DDA's successful façade improvement program.	\$ 450,000
Indoor / outdoor Farmers Market Building (Year Round Use) with Retail Incubator Space	Construct a year-round farmers market building on the current site of the farmers market facility.	\$ 2,500,000
Commercial Building Weather Optimization Program	Provide grants to assist property owners with energy saving measures on their buildings	\$ 250,000
Streetscape – Stephenson to 6th (includes underground utilities)	Construction of streetscape enhancements along Ludington Street between 15th to 6th Streets. This would include new sidewalks, curb and gutter, trees and other landscaping, and pedestrian level lighting.	\$ 4,425,000
National Register of Historic Places inventory for eligible tax credits	Using a phased approach inventory and prepare the nomination applications to incorporate Ludington Street historic structures into the National Register of Historic Places. This designation will allow property owners access to historic preservation tax credits. A local example of how the historic tax credits can be utilized is the Lofts on Ludington project. <i>Local review of exterior planned improvements is not required under this program.</i>	\$ 40,000
Create an Infrastructure Replacement Plan	Prepare an infrastructure plan which evaluates the condition and replacement of water, sanitary and storm facilities in the downtown especially along Ludington Street.	\$ 45,000
Near Term Projects and Programs Budget		\$ 7,710,000
<b>Mid Term Projects and Programs (6 to 15 Years)</b>		
<b>Project / Program</b>	<b>Description</b>	<b>Budget</b>
Downtown Property acquisition, purchase, rehabilitation and/or demolition	Create a reserve fund for the acquisition of buildings or property for public use or public/private redevelopment projects	\$ 500,000
Downtown Promotion and Marketing program	Develop a coordinated promotion and marketing program. Elements should include interactive web site, greater use of social media, shoppers gift card program, and retail lease incentive program.	\$ 50,000



# County of Marquette

Courthouse Complex  
234 W. Baraga Avenue  
Marquette, Michigan 49855  
Fax: (906) 225-8155  
www.co.marquette.mi.us

County Administrator  
225-8151  
Finance & Accounting  
225-8175  
Human Resources & Risk  
225-8162  
Information Systems  
225-8170

N.B # 4  
CC 10/1/15

September 28, 2015

City of Escanaba  
Attn: Jim O'Toole

## INVOICE

Superior Trade Zone 2015 Dues.....\$10,000

PLEASE REMIT A COPY OF THIS INVOICE WITH YOUR PAYMENT

Please remit to:

County of Marquette  
Attn: Scott Erbisch  
234 W. Baraga Ave  
Marquette, MI 49855

INTERLOCAL AGREEMENT

Creating the

SUPERIOR TRADE ZONE NEXT MICHIGAN  
DEVELOPMENT CORPORATION

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

## RECITALS

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

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

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

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

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

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

## ARTICLE I DEFINITIONS

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

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

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

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

- Section 1.04** "Act 206" means the General Property Tax Act, Act No. 206 of the Public Acts of Michigan, 1893, as amended, MCL 211.1 to 211.157.
- Section 1.05** "Act 275" means 2010 PA 275, the Next Michigan Development Act, MCL 125.2951 – 125.2959.
- Section 1.06** "Act 281" means the Local Development Financing Act, Act No. 281 of the Public Acts of Michigan, 1986, as amended, MCL 125.2151 to 125.2174.
- Section 1.07** "Act 376" means the Renaissance Zone Act, Act No. 376 of the Public Acts of Michigan, 1996, as amended, MCL 125.2681 to 125.2696.
- Section 1.08** "Act 381" means the Brownfield Redevelopment Financing Act, Act No. 381 of the Public Acts of Michigan 1996, as amended, MCL 125.2651 to 125.2672.
- Section 1.09** "Agreement" means this Interlocal Agreement, dated as of the Effective Date.
- Section 1.10** "Authority District" means that term as defined in Act 281 (MCL 125.2152 (f))
- Section 1.11** "Budget Act" means the Uniform Budgeting and Accounting Act, Act No.2 of the Public Acts of Michigan, 1968, as amended, MCL 141.421 to 141.440a.
- Section 1.12** "Corporation" means the Superior Trade Zone Next Michigan Development Corporation created by this Agreement, a separate legal entity and public body corporate and politic, to administer the economic development objectives and purposes set forth herein.
- Section 1.13** "Corporation Board" means the board of the Corporation created by Article VI of this Agreement.
- Section 1.14** "Effective Date" means the later of the dates on which a fully executed copy of this Agreement is (1) first filed with the Michigan Department of State, Office of the Great Seal, and (2) filed with the County Clerk of each county in which a Party to this Agreement is located.
- Section 1.15** "Eligible Next Michigan Business" means that term as defined in Act 24 (MCL 207.803 (h))
- Section 1.16** "Executive Committee" means any executive committee of the Corporation Board created pursuant to Article VII of this Agreement.
- Section 1.17** "Fiscal Year" means the fiscal year of the Corporation, which shall begin on January 1 of each year and end on December 31 of each year, or such other fiscal year as may be determined from time to time by the Corporation.
- Section 1.18** "FOIA" or "Freedom of Information Act" means the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan, 1976, as amended, MCL 15.231 to 15.246.
- Section 1.19** "Superior Trade Zone Master Design Plan" or "Master Design Plan" means an overall design plan adopted by the Corporation pursuant to Section 5.03 of this Agreement for the coordinated and orderly development of the Zone, including the recommended designation of,

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

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

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

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

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

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

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

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

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

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

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

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

**Section 1.31** "State" means the State of Michigan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III PURPOSE

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

**ARTICLE IV  
GENERAL POWERS OF CORPORATION**

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V SPECIFIC POWERS OF CORPORATION; LIMITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VI**  
**CORPORATION BOARD**

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII EXECUTIVE COMMITTEE AND CHIEF EXECUTIVE OFFICER

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

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

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

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

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

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

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

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

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

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

**ARTICLE IX**  
**FEES**

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

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

**OPTIONAL** - The initial annual fee may be waived in its entirety for the initial Local Government Parties to this agreement in consideration 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.

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

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

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

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

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

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

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

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

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

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

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

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

FOR THE COUNTY OF MARQUETTE

*Don Cudde*  
Witness

*[Signature]*  
Witness

By: *Gerard O. Corkin*  
Gerard O. Corkin

Its: Chairman

Date: September 24, 2014

FOR THE CITY OF MARQUETTE

*Mary Myelle*  
Witness

*[Signature]*  
Witness

By: *Robert Niemi*  
Robert Niemi

Its: Mayor

Date: 9/25/2014

FOR THE TOWNSHIP OF CHOCOLAY

*Mary Myelle*  
Witness

*[Signature]*  
Witness

By: *Gary L. Walker*  
Gary L. Walker

Its: Supervisor

Date: 9/25/2014

FOR THE TOWNSHIP OF RICHMOND

Wynne Kelly  
Witness

By: William E. Luetzow  
Its: Supervisor

[Signature]  
Witness

Date: 9/23/14

FOR THE COUNTY OF DELTA

Nora Train  
Witness

By: Thomas E. Elegeert  
Its: Chairman

Wendy Fontana  
Witness

Date: 10-13-14

FOR THE CITY OF ESCANABA

Sue Reppe  
Witness

By: Marc E. Tall  
Its: Mayor

[Signature]  
Witness

Date: 10/13/14

FOR THE CITY OF GLADSTONE

Katherine Rydzewski  
Witness

By: Joe Maks  
Its: Mayor

[Signature]  
Witness

Date: 10/17/14

FOR THE TOWNSHIP OF FORSYTH

[Signature]  
Witness

By: Jane Naidner  
Its: Township Clerk

Aaron Korkstra  
Witness

Date: 10/6/2014

FOR THE TOWNSHIP OF ELY

Margaret Gelle  
Witness

Witness

By: Ted A. Pepin  
Ted A. Pepin

Its: Supervisor

Date: 10/13/14

FOR THE TOWNSHIP OF WELLS

Margaret Gelle  
Witness

Witness

By: Robert Therrian  
Robert Therrian

Its: Supervisor

Date: 10/13/14

FOR THE TOWNSHIP OF ISHPEMING

Margaret Gelle  
Witness

Witness

By: James Nankervis  
James Nankervis

Its: Supervisor

Date: 10/13/14

FOR THE TOWNSHIP OF FORD RIVER

Katherine Legendre  
Witness

Witness

By: Rachael Fountaine  
Rachael Fountaine

Its: Supervisor

Date: 10/17/14

FOR THE TOWNSHIP OF GARDEN

Kimberly A. Peters  
Witness

Witness

By: Raymond Young  
Ray Young

Its: Supervisor

Date: 10/16/14

FOR THE TOWNSHIP OF MAPLE RIDGE

Kimberly A Peterson  
Witness

By: Judy Trudell  
Judy Trudell  
Its: Supervisor

\_\_\_\_\_  
Witness

Date: 10/16/14

FOR THE TOWNSHIP OF NAHMA

Kimberly A Peterson  
Witness

By: Warren Groleau  
Warren Groleau  
Its: Supervisor

\_\_\_\_\_  
Witness

Date: 10-22-14

FOR THE TOWNSHIP OF BARK RIVER

Kimberly A Peterson  
Witness

By: Gregg Johnson  
Gregg Johnson  
Supervisor  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: 10/22/14

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

**EXHIBIT A**

**(Sections 9.01 and 9.02)**

Initial Annual Fee (first three term years)

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

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

*DRAFT*  
*9/28/15*

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

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

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

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

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

**ROLL CALL**

Executive Assistant Buffy Smith conducted the roll call.

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

None.

**APPROVAL/ADJUSTMENTS TO THE AGENDA**

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

**CONFLICT OF INTEREST DECLARATIONS**

None.

**UNFINISHED BUSINESS**

None.

**PUBLIC HEARING**

None.

## NEW BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ryan Bergman nominated Marquette County for the fiduciary responsibilities.

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

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

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

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

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

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

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

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

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

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

#### GENERAL PUBLIC COMMENT

None.

#### AUTHORITY/STAFF COMMENT AND ANNOUNCEMENTS

None.

#### ADJOURNMENT

The meeting adjourned at 1:06 p.m.

\_\_\_\_\_  
Scott Erbisch, Chairperson  
Marquette County Administrator



\_\_\_\_\_  
Patrick Johnson, Secretary  
Delta County Commissioner

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# Superior Trade Zone begins work

September 26, 2015

By Jenny Lancour - Staff Writer , Daily Press

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ROCK - The first formal board meeting of the newly-formed Superior Trade Zone (STZ) took place in Rock on Thursday when members accomplished some housekeeping tasks, as well as got to know each other better.

Leaders from both Delta and Marquette counties have been working together for years to create a Next Michigan Development Corporation in the Upper Peninsula to promote economic growth. Six other development corporations are located downstate.

Next Michigan Development Corporations are regionally-based economic development entities provided for by state law. The first five were set up through legislation approved in 2010. In 2013, the law was amended to create the STZ in the Upper Peninsula. The law was amended last year to allow for a seventh zone targeting economic growth in Detroit.

### Article Photos



Courtesy photo

The trade zones have been created to encourage new business development and expansion of present businesses using multi-modes of transportation. Economic development tools such as tax incentives and financing opportunities will be made available to businesses through the STZ.

Ten of the 16 units of government which have joined the local Next Michigan Development Corporation attended Thursday's meeting held at the Rock Lions Club, courtesy of Maple Ridge Township.

Escanaba City Manager Jim O'Toole, who participated in the meeting, said an overview was presented on the concept of the regional economic zone.

"The Superior Trade Zone provides in helping to establish and

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implement programs which encourage regional economic growth, development, investment, job creation and job retention," explained O'Toole.

Board member representatives were named and election of officers took place at the meeting. Marquette County Administrator Scott Erbisch was named chair, Escanaba City Assessor Daina Norden was named vice-chair, and Delta County Commissioner Patrick Johnson was named secretary.

The group reviewed the preliminary rules of procedure - including functions and duties of the authority - and also began discussion on a marketing strategy, said O'Toole.

The multi-governmental partnership consists of Delta and Marquette counties, the cities of Escanaba, Gladstone and Marquette, and the townships of Bark River, Ford River, Garden, Maple Ridge, Nahma and Wells in Delta County, and Chocolay, Ely, Forsyth, Ishpeming and Richmond in Marquette County. Other municipalities are encouraged to join the partnership.

Members were asked to review the rules of procedure to consider adoption at the next STZ meeting scheduled for 9 a.m. on Oct. 27 at the Maple Ridge Township Hall in Rock.

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