

**REVITALIZATION AND PLACEMAKING 2.0 PROGRAM**  
**DIRECT GRANT AGREEMENT**

THIS GRANT AGREEMENT (this “Agreement”), effective as of May 15, 2025 (the “Effective Date”), is between the Michigan Economic Development Corporation (the “MEDC”), whose address is 300 North Washington Square, Lansing, Michigan 48913, and City of Marquette, a Michigan municipality (the “Grantee”), whose address and principal office is 300 West Baraga Avenue, Marquette, Michigan 49855. As used in this Agreement, the MEDC and the Grantee are, individually, a “Party” and, collectively, the “Parties”.

**RECITALS**

A. Pursuant to Section 306 of Public Act 1 of 2023, effective January 31, 2023, the Michigan legislature appropriated One Hundred Million Dollars (\$100,000,000.00) to be deployed by the MEDC for community revitalization and placemaking grants to projects that enable population and tax revenue growth through rehabilitation of vacant and blighted buildings and historic structures, rehabilitation and development of vacant properties, and development of permanent place-based infrastructure associated with social zones and traditional downtowns, outdoor dining, and place-based public spaces.

B. On April 25, 2023, The MEDC created the Revitalization and Placemaking 2.0 Program (the “RAP 2.0 Program” or “Program”) to provide grants for the purpose of administering the appropriated funds totaling One Hundred Million Dollars (\$100,000,000.00).

C. The Grantee submitted to the MEDC an Application for Program assistance dated June 6, 2023.

D. On October 5, 2023, the MEDC approved a grant award to the Grantee in the amount of up to the lesser of: (i) 50% of the Eligible Costs; or (ii) an amount not to exceed Five Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$583,750), to be disbursed under the terms of this Agreement (the “Grant”).

E. The Grantee desires to obtain the Grant to be reimbursed for Eligible Costs expended on a Project related to Revitalization or Placemaking consistent with this Agreement.

In consideration of the mutual duties and obligations of the Parties, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree:

**ARTICLE I**

**DEFINITIONS**

**Section 1.1 Defined Terms.** Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A, which contains the defined terms for this Agreement.

**Section 1.2 Construction of Certain Terms.** Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

## **ARTICLE II**

### **GRANT**

**Section 2.1 Grant Commitment.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Grantee set forth in this Agreement, the MEDC agrees to make, and the Grantee agrees to accept, the Grant.

**Section 2.2 Grant Manager.** The MEDC shall designate a Grant Manager to administer this Agreement and monitor the performance of the Grantee and Grant Disbursements under this Agreement. The Grant Manager may be changed at the discretion of the MEDC. The initial Grant Manager is Madelaine Clapp, whose email address is [clappm1@michigan.org](mailto:clappm1@michigan.org).

**Section 2.3 Key Milestones.** The Grantee agrees to the Key Milestones set forth in Exhibit C. Key Milestone One allows for reimbursement of up to fifty percent (50%) of Eligible Costs submitted, not to exceed fifty percent (50%) of the Maximum Grant. Key Milestone Two allows for reimbursement of up to fifty percent (50%) of Eligible Costs submitted that have not already been reimbursed, not to exceed the remaining amount of the Maximum Grant upon Project completion.

**Section 2.4 Grant Disbursement.** Subject to the terms and conditions of this Agreement, including that the absence of a Default or Event of Default, payment of the Grant by the MEDC shall be made to the Grantee as follows:

(a) **Vendor Registration.** To receive payments under this Agreement, Grantee must register as a vendor with the State. All required payments will be made via electronic funds transfer. The Grantee has registered an account in the name of City of Marquette held at Range Bank, N.A. and account number ending in 5938 into which it will receive payment by EFT. Grantee must register the account at the State Integrated Governmental Management Applications (“SIGMA”) Vendor Self Service (“VSS”) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin).)

(b) **Reimbursement Request(s).** The Grantee may receive Grant Disbursements to reimburse for Eligible Costs submitted to the Grant Manager in a Reimbursement Request pursuant to this Section 2.4 and the Key Milestones listed in Exhibit C. Grantee may only submit one Reimbursement Request for each Key Milestone.

(i) Grantee may submit a Reimbursement Request to the Grant Manager for Eligible Costs:

(a) of up to fifty percent (50%) of the Eligible Costs submitted, not to exceed fifty percent (50%) of the Maximum Grant for Key Milestone One; and, upon Project completion, up to fifty percent (50%) of Eligible Costs submitted, not to exceed the remaining balance of the Maximum Grant Amount for Key Milestone Two;

(b) if no other Reimbursement Request is pending review or approval by the Grant Manager;

- (c) if the Grantee has not already received reimbursement for those particular Eligible Costs; and
  - (d) if, collectively with all previous Grant Disbursements, the Grantee has not received the Maximum Grant.
- (ii) The MEDC's obligation to fund any portion of the Grant during the Term is subject to Grantee's satisfaction of the requirements of the corresponding Key Milestones, and the corresponding approval of the Grant Manager as set forth in Section 2.4(c), each satisfied in chronological order, and Grantee otherwise being in compliance with this Agreement, including, without limitation, satisfaction of all requirements, and approval thereof, of all prior Key Milestones.
- (c) **Grant Manager Review.** The Grant Manager reviews Reimbursement Request(s) and determines Grantee's compliance with the Key Milestones. The Grant Manager shall, within thirty (30) business days of receipt of a Reimbursement Request and accompanying Supporting Documentation, do one or more of the following:
- (i) request to review Grantee's records, request additional information, or request a site visit, or any combination thereof, all of which shall be determined in the sole discretion of the Grant Manager. The Grantee shall comply with the written request within thirty (30) business days, to the satisfaction of the Grant Manager, or the Grant Manager shall reject the Disbursement Request in the manner provided in Section 2.4(c)(ii).
  - (ii) provide a reason, in writing, for an impending rejection of the Reimbursement Request, which may be based on one or more of the following: (A) the failure of Grantee to demonstrate achievement of the applicable Key Milestone, (B) there is an outstanding Default or Event of Default, or (C) Grantee is otherwise not in compliance with this Agreement, and Grantee shall have thirty (30) business days from the date of the written reason to respond.
  - (iii) approve the Reimbursement Request, provided there is no Default or Event of Default, Grantee is otherwise in compliance with this Agreement, and Grantee has achieved all of its then required Key Milestones to the satisfaction of the Grant Manager.

If after receipt of a Reimbursement Request the Grant Manager requests to review Grantee records, requests additional information or otherwise conducts a site visit, the Grant Manager shall take the action set forth in Section 2.4(c)(ii) or Section 2.4(c)(iii), within an additional thirty (30) business days of the last to occur of: (A) the date the Grantee provides the requested records and requested additional information or (B) the date the Grant Manager completes the site visit.

**Section 2.5 Grantee Duties.** In addition to all other obligations under this Agreement, the Grantee agrees to undertake, perform, and complete all the following activities:

- (a) **Nature of Grant.** The purpose of this Grant is for the Grantee to complete the Project at the Property and Project Site in order to proactively address the

community revitalization needs in its community. This investment will help create the environment necessary to attract and retain talent, add new housing options, and/or enable business creation and attraction through its intended Revitalization or Placemaking purpose.

- (b) **Eligible Costs.** In accordance with the Key Milestones set forth in Exhibit C, Grantee may seek reimbursement for any of the following combination of costs expended by the Grantee directly related to the Project on or after June 30, 2022 through June 30, 2027 (collectively “Eligible Costs”):
- a. **Acquisition.** Acquisition fees or costs for real property;
  - b. **New construction.** Fees or costs for alteration, new construction, improvement, demolition, or rehabilitation of buildings, including utility tap fees, and fees and costs paid to a governmental entity for permits, zoning and inspections, for the Project;
  - c. **Other Alteration or Improvement.** Costs associated with site improvements such as access (including ADA improvements) and streetscaping elements such as lighting, fencing, street furniture, etc.;
  - d. **Site Improvement.** Any fees or costs for site improvements to the Property, including a surface parking lot, parking garage, parking ramp, utilities, and public infrastructure such as roads, curbs, gutters, sidewalks, landscaping, lighting, grading, and land balancing;
  - e. **Machinery and Equipment.** Any fees or cost for the addition of machinery, equipment, or fixtures to the Property;
  - f. **Professional Fees.** Professional fees or costs for the Project for architectural services, engineering services, Phase I environmental site assessment, Phase II environmental site assessment, Baseline Environmental Assessment, or surveying, insurance, accounting and legal; or
  - g. **Developer Fees.** Developer fees not to exceed 4% of total project costs (i.e., the projected total investment identified in Exhibit B).
  - h. **Other Costs.** Any other costs as determined by the Grant Manager.

In no event shall any of the following be considered eligible costs that can be reimbursed under this Agreement: 1) prohibited uses described in this Agreement; 2) expenses that have been or will be reimbursed under any other MSF, State, MEDC, or federal program or agreement; and/or 3) costs related to any of the following that were not identified, or described, in Grantee’s Application: 1) residential units with a lease term of less than 30 days; 2) residential units identified as a hotel space; and/or 3) residential units identified as a short-term rental (or any other similar terminology).

The total projected Eligible Costs associated with the Project is identified in Exhibit B.

- (c) **Reporting Requirements.** The Grantee shall provide all necessary reporting documentation in form and substance as required by the Grant Manager, all to the satisfaction of the Grant Manager. Grantee shall provide, no later than October 1 each year through the Term, the following information related to the Project (the “Progress Report”):
- a. the amount of financial support other than State resources;

- b. a narrative and spreadsheet of Eligible Costs expended during the reporting period;
  - c. the actual amount of private investment attracted to the Project;
  - d. the total actual amount of square footage revitalized or added by the Project. The square footage must be reported by category, including, but not limited to, commercial, residential, retail, or public space (and if applicable, the actual number of residential units revitalized or added by the Project); and
  - e. the total actual number of residential units revitalized or added by the Project.
- (d) **Property Conditions**. The Grantee shall, through the Term and subject to the applicable Cure Periods, ensure the following circumstances do not arise as they relate to the Property and Project:
- a. The taking via condemnation or similar governmental action of all or a substantial part of the Property or Project, which taking has a material adverse effect on the development of the Project or the use of the Property or Project for the intended purpose of Revitalization or Placemaking;
  - b. any unappealable or irrevocable action taken by any governmental authority that would materially and adversely affect timely progression of work or development of the Project as required by the Key Milestones or the use of the Property or Project for the intended purpose of Revitalization or Placemaking;
  - c. the institution of, or any agreement in lieu of, a foreclosure action against the Property or the Project or any part thereof and failure of Grantee to cause such action to be terminated within thirty (30) calendar days of its institution;
  - d. the institution of any proceeding, or agreement in lieu of, seeking a termination of the Grantee's interest in the Property;
  - e. the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any: (i) agreement or requirement, including submission of reports, with the MEDC, or for any department or agency within the State (including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Environmental Quality, the Department of Treasury, the MSF (including as successor in interest to the former Michigan Economic Growth Authority), the State Historic Preservation Office (or any successors or assigns to any of the foregoing)); (ii) applicable federal secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings, 36 CFR 67; or (iii) any agreement with any person or entity, which violation, default, breach, or non-compliance has a material adverse effect on the development of the Project or the use of the Property or Project for the intended purpose of Revitalization or Placemaking, in each case which is not cured by the Grantee to the satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager or within such longer period of time as determined in the sole discretion, and pursuant to the written notice, of the Grant Manager (applicable Cure Period);.
  - f. any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof;
  - g. the filing of a claim of lien against the Property that is not resolved to the MEDC's satisfaction;
  - h. If there is a failure of physical work on the Property for the development of the Project as contemplated by this Agreement for a period of thirty (30) consecutive calendar days, which failure is not cured by the Grantee to the

satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the Grant Manager (applicable Cure Period).

- (e) **Sampling**. The MEDC reserves the right to sample from Grantee any documentation used in relation to fulfilling its obligations under this Agreement, including, but not limited to, ancillary documentation used to support a Disbursement Request.

### **ARTICLE III**

#### **REPRESENTATIONS AND COVENANTS OF THE GRANTEE**

The Grantee represents and warrants to the MEDC from the Effective Date through the Term:

**Section 3.1 Organization**. The Grantee is duly organized, validly existing, and otherwise in good standing in the State, and has the power and authority to enter into and perform its obligations under this Agreement.

**Section 3.2 Grantee Authority**. The execution, delivery and performance by the Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Grantee and will not violate any provision of law, or result in the breach, be a default of, or require any further consent under any of the Grantee’s organizational and governing documents; or any agreement or instrument to which the Grantee is a party, or by which the Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors’ rights generally or by general principles of equity.

**Section 3.3 Consent**. Except as has been disclosed in writing to the MEDC, no consent or approval is necessary from any governmental or other entity, except the MEDC, as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

**Section 3.4 Full Disclosure**. Neither this Agreement, the Application, nor any written statements or certificates furnished by the Grantee to the MEDC in connection with the making of the Grant and Agreement contain, or shall contain, any untrue statement of material fact, or to the best of the Grantee’s knowledge, omit or shall omit, a fact, necessary to make the statement true. There are no undisclosed facts, which materially adversely affect or, to the best of the Grantee’s knowledge, are reasonably likely to materially adversely affect the ability of the Grantee to perform its obligations under this Agreement.

**Section 3.5 Litigation or Other Proceedings**. To the knowledge of the Grantee, there are no suits or proceedings pending or, to the knowledge of the Grantee, threatened by or before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Grantee, would have a material adverse effect on the financial condition or business of the Grantee or impair the Grantee’s ability to perform its obligations under the Agreement.

**Section 3.6 Compliance with Laws or Contracts.** To its knowledge, the Grantee is not and will not during the Term be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority, or be in material violation under any contracts, or other requirements for the Project, to which it is subject, and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain are reasonably likely to materially and adversely affect its business, profits, properties or condition (financial or otherwise), or impair the Grantee’s ability to perform its obligations under this Agreement.

**Section 3.7 Use of Grant Disbursements.**

(a) The Grantee shall not use any Grant Disbursements for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino, or to induce the Grantee, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers’ rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country.

(b) The Grantee shall not use any Grant Disbursement to commit to, or pay, any indemnification claim by any party, whether such claims are permitted or otherwise required to be paid as a part of any otherwise Eligible Expense, or under any contract or other agreement to which the Grantee is party or may otherwise be liable thereunder.

Notwithstanding anything to the contrary, this Section 3.7 shall survive indefinitely.

**Section 3.8 Criminal or Civil Matters.** The Grantee affirms that to the best of its knowledge that it: (i) does not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) does not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person’s business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

**Section 3.9 Conflict of Interest.** The Grantee affirms that neither the Grantee nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee’s performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

The Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its Affiliates or either’s employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

**Section 3.10 Taxes.** To the extent applicable, the Grantee is current, under an approved payment plan, or otherwise contesting in good faith, all federal, State of Michigan, local and real estate taxes. Unless contested in good faith and discharged by appropriate proceedings, or under an approved payment plan, the Grantee shall, through the Term, promptly pay and discharge all such taxes, any assessments, and any governmental charges lawfully levied or imposed upon it (in each case, before they become delinquent and before penalties accrue).

**Section 3.11 Change of Legal Status.** The Grantee shall (a) give the MEDC written notice of any change in its name, its state organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the MEDC, which consent shall not be unreasonably withheld.

**Section 3.12 Use of Grant Funds.** The Grantee shall use all Grant funds only as permitted under this Agreement.

**Section 3.13 Key Milestones.** The Grantee agrees to the Key Milestones set forth in Exhibit C. The Grant Manager determines compliance with Key Milestones.

**Section 3.14 Project Completion.** The Grantee shall complete the Project at the Project Site in accordance with this Agreement.

**Section 3.15 Sale of Property.** The Grantee shall obtain the written consent of the MEDC prior to any sale of the Property and/or Project Site; and, after such consent, shall include provisions in any purchase contract that the purchaser be bound by all obligations of this Agreement including, but not limited to, all reporting requirements.

**Section 3.16 Site Plan/Construction Drawings.** No portion of the Site Plan or Construction Drawings, as applicable, to the Property shall be materially changed without the prior written approval of the Grant Manager.

**Section 3.17 MEDC Required Terms.** The Grantee shall comply with the representations, warranties, and obligations as required and set forth in Exhibit D.

**Section 3.18 Ownership and Possession.** The Grantee affirms it has Site Control of the Property through either a recorded deed or a written lease agreement (as further described in Exhibit B) and, subject to Section 3.15, shall maintain Site Control.



## **ARTICLE IV**

### **REPRESENTATIONS AND COVENANTS OF THE MEDC**

The MEDC represents and warrants to the Grantee:

**Section 4.1 Organization.** The MEDC is a public body corporate. The MEDC has the power and authority to enter into and perform its obligations under this Agreement.

**Section 4.2 Consent.** Except as disclosed in writing to the Grantee or as otherwise provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MEDC or the performance of any of its obligations under this Agreement. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

## **ARTICLE V**

### **DEFAULT AND REMEDIES**

**Section 5.1 Events of Default.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default, or written forbearance, is signed by the MEDC:

- (a) any representation made by the Grantee which is incorrect in any material respect, including, but not limited to, any representation or warranty provided in this Agreement, including Article III, any information provided in the Application, or any information provided in support of a Reimbursement Request;
- (b) any material breach by the Grantee of an obligation of the Grantee under this Agreement, including failure to submit a Progress Report when due, which is not cured by the Grantee to the reasonable satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager or within such longer periods of time as indicated in this Agreement, or determined in writing and at the sole discretion of the Grant Manager (applicable "Cure Period");
- (c) the Grantee's failure to timely meet any of the Key Milestones by the applicable date for such Key Milestone as set forth in Exhibit C, which failure is not cured by the Grantee to the satisfaction of the Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the Grant Manager;
- (d) the Grantee's use of Grant funds for any purpose that is not an Eligible Cost;
- (e) the Grantee's breach of any Property Condition.

**Section 5.2 Available Remedies.** Upon the occurrence, and during the continuance, of a Default or Event of Default under this Agreement:

- (a) The MEDC may immediately and without prior notice discontinue making any Grant Disbursement to the Grantee.
- (b) The MEDC may immediately, after expiration of any applicable Cure Period without a cure, terminate this Agreement upon written notice of the MEDC.
- (c) After the expiration of any applicable Cure Period without a cure, the Grantee shall repay to the MEDC all previous Grant Disbursements made to the Grantee.

Any amounts due to the MEDC under this Section 5.2 must be paid within 90 days of notification by the MEDC and are subject to interest at a rate of one percent (1%) per month, prorated on a daily basis, beginning on the ninety-first (91st) day of nonpayment of any amounts owed to the MEDC and continuing until all funds owed under this Agreement are paid in full to the MEDC.

(d) All payments by the Grantee shall be applied: (i) first to reimburse permitted costs and expenses; then (ii) to satisfy outstanding interest; then (iv) to satisfy any and all other outstanding amounts owed to the MEDC.

(e) Notwithstanding anything to the contrary, the MEDC reserves the right to require the Grantee to pay the highest amount resulting from one or more of the same circumstances which give rise to more than one Event of Default; provided however, except as to any interest, costs and expenses as provided by this Agreement, in no event shall the Grantee be required to repay the MEDC any amount in excess of Grant Disbursements received by the Grantee.

(f) No remedy described in this Agreement is intended to be the sole and exclusive remedy available to the MEDC, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MEDC in successfully collecting any sums due the MEDC under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any remedies available to the MEDC.

**Section 5.3 Other Suspension.** In the event the MEDC becomes aware of a Default, the MEDC may immediately and without prior notice suspend making any Grant Disbursements, until such time the MEDC is satisfied otherwise. The Grantee shall cooperate upon the request of the Grant Manager to provide additional information regarding the aforementioned event or circumstance.

**Section 5.4 Progress Report Penalty.** For each instance through the Term of the Grant in which the Grantee fails to submit a Progress Report when due, which Progress Report is not provided by the Grantee to the satisfaction of the Grant Manager within ten (10) business

days after written notice thereof by the Grant Manager (or within such longer period of time as determined in writing and at the sole discretion of the Grant Manager), a penalty is due to the MEDC from the Grantee in the principal amount of Five Thousand Dollars (\$5,000) (the “Progress Report Penalty”), and the Grantee shall immediately remit payment of the Progress Report Penalty to the MEDC.

## **ARTICLE VI**

### **MISCELLANEOUS**

**Section 6.1 Notice.** Any notice or other communication under this Agreement shall be in writing and sent by e-mail, or fax, or first-class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses, fax numbers or e-mail accounts, and shall be deemed delivered: (i) one business day after an e-mail, fax, or courier delivery or (ii) two business days after a mailing date.

**Section 6.2 Entire Agreement.** This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements, understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement.

**Section 6.3 Counterparts; Facsimile/Pdf Signatures.** This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

**Section 6.4 Severability.** All the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party’s rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

**Section 6.5 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

**Section 6.6 Governing Law.** This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.

**Section 6.7 Relationship between Parties.** The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MSF, or the MEDC to any individual person, firm, or entity for any purpose.

**Section 6.8. Successors and Assigns.** The MEDC may at any time assign its rights in this Agreement. The Grantee may not assign any of its rights or obligations under this Agreement without the prior written approval of the MEDC. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

**Section 6.9 Waiver.** A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

**Section 6.10 Termination of Agreement.** Except as to terms of this Article VI and Exhibit A, which shall survive indefinitely, and any provisions requiring repayment, which shall survive until all amounts due are paid in full, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims arising out of an Event of Default which event occurred during the Term shall be brought within seven (7) years after the end of the Term of the Grant.

**Section 6.11 Amendment.** This Agreement may not be modified or amended except pursuant to a written instrument signed by both Parties.

**Section 6.12 Publicity.** At the request of the MEDC, the Grantee will cooperate with the MEDC to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation acceptable to the Parties.

**Section 6.13 Images.** At the request of the MEDC, the Grantee will cooperate in providing high-resolution images of the completed Project with the preferred format: 300dpi, at least 5000 pixels WxH in either raw file or high-resolution JPG format and hereby grants the MEDC a license to use said images in materials presented to the public.

**Section 6.14 Cooperation by the Parties.** The Parties will cooperate and communicate with one another and use all reasonable efforts to cause the fulfillment of the intents and purposes of the Program and this Agreement.

(SIGNATURE PAGE FOLLOWS)

Execution Copy

CASE – 437454  
Grantee: City of City of Marquette  
Effective Date: May 15, 2025

The Parties have executed this Agreement effective on the Effective Date.

The signatories below warrant they are empowered to enter into this Agreement.

**CITY OF MARQUETTE**

\_\_\_\_\_  
Jessica Hanley  
Mayor

\_\_\_\_\_  
Kyle Whitney  
City Clerk

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Linda Ascianto  
Chief General Counsel

**EXHIBIT A****DEFINED TERMS**

- (a) **Act**” means the Michigan Strategic Fund Act, MCL 125.2001 et seq., as amended, and Section 306 of Public Act 1 of 2023, which authorizes the creation and operation of the Program.
- (b) **Agreement**” means this Agreement, including the Exhibits to this Agreement.
- (c) **Application**” means the application for Revitalization and Placemaking 2.0 Program assistance, dated June 6, 2023, submitted by the Grantee to the MEDC.
- (d) **Construction Drawings**” means the construction drawings related to the Project, as further described in Exhibit B.
- (e) **Cure Periods**” means those particular time periods identified in the Agreement that Grantee has to cure a Default or Event of Default, as applicable.
- (f) **Default**” means an event which, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (g) **Effective Date**” has the meaning set forth in the preamble.
- (h) **Eligible Costs**” has the meaning set forth in Section 2.5(b).
- (i) **Event of Default**” means any one or more of those events described in Section 5.1.
- (j) **Exhibit**” means each of the documents or instruments attached to this Agreement.
- (k) **Grant**” has the meaning set forth in Recital D.
- (l) **Grantee**” means the entity as identified in the preamble.
- (m) **Grant Disbursement(s)**” means Grant funds paid to the Grantee by the MEDC under this Agreement.
- (n) **Grant Disbursement Request**” or **Reimbursement Request**” means a written request from Grantee for a Grant Disbursement in support of the applicable Key Milestone, in the form and substance set forth in Exhibit E.
- (o) **Grant Manager**” means that individual person designated by the MEDC to provide administrative services for this Agreement.
- (p) **Indemnified Persons**” has the meaning set forth in Section D.6.
- (q) **Key Milestones**” or **Milestones**” means those major Project achievements as described in Exhibit C.
- (r) **Lease**” has the meaning set forth in Exhibit B.
- (s) **Maximum Grant**” means the lesser of: (i) 50% of the Eligible Costs; or (ii) Five Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$583,750).
- (t) **MEDC**” has the meaning set forth in the preamble.
- (u) **Party**” or **Parties**” has the meaning set forth in the preamble.
- (v) **Progress Report**” has the meaning set forth in Section 2.5(c).

- (w) **“Project”** means the project identified in Grantee’s Application, as further described in Exhibit B.
- (x) **“Project Site”** means the legal description of the Property related to the Project, as identified in Exhibit B.
- (y) **“Property”** means the real property where the Project is completed. The physical address of the Property is identified in Exhibit B.
- (z) **“RAP 2.0 Program”** or **“Program”** has the meaning set forth in Recital B.
- (aa) **“Revitalization or Placemaking”** means the Project’s purpose is for any one of the following: rehabilitation of vacant and blighted buildings and historic structures, rehabilitation and development of vacant properties, and/or development of permanent place-based infrastructure.
- (bb) **“Site Control”** means the Grantee has rightful possession of the entire Property and Project Site related to the Project, as further affirmed in Section 3.18 and identified in Exhibit B.
- (cc) **“Site Plan”** has the meaning set forth in Exhibit B.
- (dd) **“State”** means the State of Michigan.
- (ee) **“Supporting Documentation”** means such documentation that may be provided to, or requested by, the Grant Manager to support a Reimbursement Request pursuant to the Key Milestones.
- (ff) **“Term”** or **“Term of the Grant”** means from the Effective Date and, unless earlier terminated as provided by this Agreement, through November 10, 2027.

**EXHIBIT B**

**DESCRIPTION OF PROJECT**

Common name of Project	Transforming Blight into Vibrant Public Space for the Arts, Recreation and sustainable Downtown Development.
Projected Total Investment	The Grantee plans to make a total investment of approximately \$1,167,500 to the Project.
Projected Total Eligible Costs	\$1,109,500
Property Description (Common Address)	The Property is commonly known as 501 South Front Street, Marquette, Michigan 49855.
Project Description	To repurpose approximately 2,528 square feet of public and municipality building space. Including new exterior facades, interior upgrades and ADA compliance upgrades.
Legal Description (Project Site)	<p>The Property and Project Site is legally described as:</p> <p>Commencing at the Quarter Corner common to said Section 23 and Section 26; thence S89°16'21"E along the easterly extension of the section line common to said sections 598.19 feet; thence N00°43'39"E perpendicular to said section line 1602.56 feet to the westerly Right of Way (R.O.W.) Lakeshore Boulevard as recorded in Document 2005R-05456 at the Marquette County Register of Deeds and the Point of Beginning.</p> <p>Thence N06°00'27"E along said R.O.W. a distance of 278.42 feet; thence northerly along said R.O.W. and a curve to the right 124.10 feet, said curve having a radius of 1033.00 feet and a delta of 06°53'00", the chord of which bears N09°26'57"E a distance of 124.02 feet; thence S58°59'05"W 50.78 feet; thence N31°12'45"W 133.06 feet to the southerly R.O.W. of Baraga Avenue; thence N77°36'40"W along said Baraga Avenue R.O.W. a distance of 28.53 feet to the easterly R.O.W. of Front Street; thence S12°29'09"W along said Front Street R.O.W. a distance of 661.89 feet; thence S77°32'46"E 13.41 feet to a point on the north line of a parcel as recorded in Document 2008R10090; thence S77°31'36"E along said north line 36.59 feet; thence N36°55'39"E along said north line 72.50 feet; thence N29°11'02"E along said north line 104.40 feet; thence N23°47'43"E along said north line 25.55 feet; thence S83°59'33"E along said north line 80.77 feet to the Point of Beginning.</p> <p>The above-described parcel contains 2.06 acres, more or less.</p>
Site Plan or Construction Drawings	<p>"Construction Drawings" means the graphic representation of the proposed design for the Eligible Costs prepared on January 22, 2025, by Locus Architecture.</p> <p>"Site Plan" means N/A.</p>
Site Control	Certify to Option 1:



	<ol style="list-style-type: none"><li>1. The Grantee is the fee owner of the Property; the Grantee currently has rightful possession to all of the Property, has the right to develop the Project on all of the Property, and shall until the end of the Term.</li><li>2. Lease means N/A.</li></ol>
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**EXHIBIT C**  
**KEY MILESTONES**

**\*Subject to the terms and conditions of the Agreement, including the terms and conditions of Section 2.4 of the Agreement which include the required submission of a Reimbursement Request, the following Grant Disbursements may be requested by the Grantee:**

**Key Milestone One:**

**Grant Disbursement:** Single Reimbursement Request up to fifty percent (50%) of the Eligible Costs submitted, not to exceed fifty percent (50%) of the Maximum Grant.

By no later than December 31, 2025, the Grantee shall have submitted all then required Progress Reports, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manager, all of the following information:

1. The Reimbursement Request in the form and substance set forth in Exhibit E-1, signed by Grantee;
2. A fully executed construction contract related to the Property and Project; and
3. Copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, that the Grantee expended the Eligible Costs within the time period identified in Section 2.5(b).

**Key Milestone Two:**

**Grant Disbursement:** Single Reimbursement Request for up to fifty percent (50%) of Eligible Costs submitted; provided, however, when taken together with any prior Grant Disbursements, cannot exceed Maximum Grant.

By no later than April 30, 2027, the Grantee shall have submitted all then required Progress Reports, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manage all of the following information:

1. The Reimbursement Request in the form and substance set forth in Exhibit E-2, signed by Grantee;
2. Copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, that the Grantee expended the Eligible Costs within the time period identified in Section 2.5(b); and
3. A true and correct copy of an unconditional certificate(s) of occupancy for all residential units of the Project from the appropriate governmental authority empowered to exercise jurisdiction over the Project, or if such jurisdiction does not issue a certificate(s) of occupancy or an equivalent thereto, evidence satisfactory to the Grant Manager that the Project is complete and has passed all inspections and received all approvals which are conditions precedent to the use and occupancy of the Project, and temporary certificate(s)

of occupancy, conditional certificate(s) of occupancy, or the jurisdictional equivalents thereto, in lieu of unconditional certificate(s) of occupancy for all remaining units (retail and commercial, as applicable) with the only work remaining to be performed being tenant improvements to be performed by or on behalf of the tenants.

**EXHIBIT D****MEDC REQUIRED TERMS**

**Section D.1 Confidentiality.** Grantee should be aware that information submitted to the MEDC in relation to this Agreement may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act (“FOIA”). The FOIA also provides for the complete disclosure of the Agreement and any Exhibits thereto.

**Section D.2 Access to Records and Inspection Rights.** During the Term, and for seven (7) years thereafter, the Grantee shall maintain reasonable records arising out of this Agreement and shall allow access to those records by the MEDC, or its authorized representative. This Section shall survive for seven (7) years following the end of the Term.

**Section D.3 MEDC Employees.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.

**Section D.4 Assignment/Transfer/Subcontracting.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent.

**Section D.5 Termination of Funding.** In the event that the State legislature, the State government, or the federal government fails to provide or terminates the funding necessary for the MEDC to fund the Grant, the MEDC may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State legislature, State government, or federal government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MEDC has no further obligation to make any disbursements of the Grant beyond the date of termination of this Agreement.

**Section D.6 Non-Discrimination and Unfair Labor Practices.** In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual’s ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and is consistent

with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of the Grantee appears in the register.

**Section D.7 Indemnification.** To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its officers, agents, and employees (the “Indemnified Persons”) from any damages that it may sustain through the act or omission of the Grantee pertaining to the performance of this Agreement. This section shall survive indefinitely.

**Section D.8 Jurisdiction.** In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court. This section shall survive indefinitely.

**EXHIBIT E-1**

**REIMBURSEMENT REQUEST FORM  
(For Key Milestone 1)**

This Reimbursement Request is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Revitalization and Placemaking 2.0 Program Grant Agreement by and between the Michigan Economic Development Corporation (the “MEDC”) and Grantee (the “Agreement”). Capitalized terms used in this is Reimbursement Request and not otherwise defined in this Reimbursement Request Form (“Form”) shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of Grantee (and not in an individual capacity), hereby certifies, represents and warrant that as of the date of signing this Form:

1. Grantee has complied, and is in compliance with, all the terms, covenants, and conditions of the Agreement.
2. No Default or Event of Default under the Agreement exists.
3. The representations and covenants of Grantee contained in Article III of the Agreement remain true.
4. As permitted by Key Milestone One, Grantee requests a Grant Disbursement in the total amount of \_\_\_\_\_.
5. Attached to this Form is Supporting Documentation required for Key Milestone One, which is the subject of this Reimbursement Request and Form.
6. Each of the Eligible Costs submitted for reimbursement were incurred and paid on or before the Submission Date.

The undersigned has the authority to sign this Form on behalf of Grantee, and signs this Form as of \_\_\_\_\_ (the “Submission Date”).

**CITY OF MARQUETTE**

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

**EXHIBIT E-2**

**REIMBURSEMENT REQUEST FORM  
(Key Milestone 2)**

This Reimbursement Request is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Revitalization and Placemaking 2.0 Program Grant Agreement by and between the Michigan Economic Development Corporation (the “MEDC”) and Grantee (the “Agreement”). Capitalized terms used in this is Reimbursement Request and not otherwise defined in this Reimbursement Request Form (“Form”) shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of Grantee (and not in an individual capacity), hereby certifies, represents and warrant that as of the date of signing this Form:

1. Grantee has complied, and is in compliance with, all the terms, covenants, and conditions of the Agreement.
2. No Default or Event of Default under the Agreement exists.
3. The representations and covenants of Grantee contained in Article III of the Agreement remain true.
4. As permitted by Key Milestone Two, Grantee requests a Grant Disbursement in the total amount of \_\_\_\_\_.
5. Attached to this Form is Supporting Documentation required for Key Milestone Two, which is the subject of this Reimbursement Request and Form.
6. Each of the Eligible Costs submitted for reimbursement were incurred and paid on or before the Submission Date and have not previously been reimbursed as part of a prior Reimbursement Request.

The undersigned has the authority to sign this Form on behalf of Grantee, and signs this Form as of \_\_\_\_\_ (the “Submission Date”).

**CITY OF MARQUETTE**

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