

AMENDED SPECIAL BOARD OF PUBLIC WORKS COMMITTEE MEETING, PUBLIC HEARING & COMMON COUNCIL PACKET (ADDING ITEM 8. F & G AND REMOVING 8. B & C & 7.D) FOR TUESDAY, JUNE 6th, 2023 MEETING AT CITY HALL COMMON COUNCIL CHAMBERS, 1905 HALL AVENUE – IN CONSIDERATION OF OTHERS, PLEASE MUTE ALL ELECTRONIC DEVICES.

SPECIAL MEETINGS & PUBLIC HEARING PRIOR TO THE COMMON COUNCIL MEETING
(A quorum of Common Council members may be present at the Special Meetings)

5:40PM – SPECIAL BOARD OF PUBLIC WORKS COMMITTEE MEETING

- a. *Call to order*
- b. *Roll Call*
- c. *Discussion and possible recommendation to the Common Council regarding Change Order No. 1 from Valley Mechanical for the Marinette Fire Department Make-up Air Unit Replacement, Project No. 2023-600 (see attached).*
- d. *Adjourn*

Committee Chairperson Keller

5:50 PM –PUBLIC HEARING– *The Marinette Common Council will hold a public hearing on June 6, 2023, at 5:50 p.m. in the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue, Marinette, Wisconsin. The hearing will be held to provide the public a reasonable opportunity to comment on the proposed Taxi Inc., price increase. The City will then place on the agenda for their June 6, 2023 meeting, this Resolution increasing the fare from the current \$4.00 adult fare and \$3.00 senior or disabled fare to \$6.00 adult fare and \$5.00 senior or disabled fare and that said new rate would take effect as of July 1, 2023 pursuant to the action of the City Council, if the Council does so act.*

6:00 PM – REGULAR CITY OF MARINETTE COMMON COUNCIL MEETING AGENDA

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CITIZEN COMMENTS (*Limited to five (5) minutes per person per Municipal code on agenda items only*)
4. APPROVAL OF COMMON COUNCIL MEETING MINUTES FROM MAY 2nd, 2023.
5. REPORTS FROM DEPARTMENTS, CITIZEN BOARDS AND COMMISSIONS (*Page #'S 7-26*)
6. ACCEPTANCE OF STANDING COMMITTEE MINUTES (*Page #'s 27-66*) (*Finance & Insurance Committee minutes- May 16th, 2023, Board of Public Works minutes- May 2nd Special and May 16th, 2023, Personnel & License Committee minutes- May 16th, 2023, Parks & Recreation Committee minutes- May 15th, 2023, Public Safety Code Enforcement Committee minutes- May 15th, 2023, Plan Commission Committee Minutes- May 3th and May 17th, 2023*).
7. MAYOR'S COMMUNICATIONS & SERVICE AWARD
 - a. *Mayor's Updates to include Fishing Tournament.*
 - b. *Service Award for Tom Unti retired Water Utility employee.*
 - c. *Marinette High School Student Representative report.*
8. NEW BUSINESS
 - a. *Consideration and possible action regarding Parking Lot Lease Agreement between the City of Marinette and Maddo, LLC (see attached).*

- ~~b. Consideration and possible action regarding sale of vacant city lot (1350 Armstrong Street) to Crosscut Maintenance Services LLC (see attached).~~
- ~~c. Consideration and possible action regarding sale of vacant city lot (1000 Pierce Avenue) to Crosscut Maintenance Services LLC (see attached).~~
- d. Consideration and possible action regarding BCM One Contract (see attached).
- e. Consideration and possible action regarding Escrow Agreement between KK Aerial, LLC and the City of Marinette for TID 18 (see attached).
- f. Consideration and possible action regarding Amendment to Professional Services agreement with Ayres Associates (see attached).
- g. Consideration and possible action regarding the sanitary sewer located on the Aurora Medical Center Bay Area, Inc. property adjacent to the UW-Marinette campus.
- h. Consideration and possible action regarding Escrow Agreement between D.A. Boomer Developments L.L.C. and the City of Marinette for TID 19 (see attached).

9. OLD BUSINESS

- a. Discussion and updates regarding Duer Gym Open House (hand-out at meeting).

10. FINANCE AND INSURANCE COMMITTEE (Committee Chairperson Kowalski)

- a. Recommendation to grant advance authorization to pay June 2023 expenditures pursuant to WI Stat. § 66.0609 contingent upon final review & approval of City of Marinette Finance and Insurance Committee.
- b. Consideration and approval of the April 2023 budget reports.
- c. Consideration of recommendation regarding hiring Well-House Air Duct Cleaning contractor to clean air ducts at City Hall per air quality inspection report.
- d. Consideration of recommendation regarding funding the remaining \$8,000 for the Menekaunee Harbor monuments.
- e. Finance & Insurance Committee recommends approval of Ordinance No. 2509 to be voted on later on tonight's agenda.

11. PERSONNEL AND LICENSE COMMITTEE (Committee Chairperson Polzin)

- a. Consideration of recommendation regarding Retail Liquor, Beer & Tobacco License Renewals 2023-2024. (see attached list)
Class "B" Fermented Malt- 1 Renewal, Class "B" Combination - 31 Renewals, Class "A" Fermented Malt- 15 Renewals, Class "A" Intoxicating Liquor -13 Renewals, Tobacco License- 18 Renewals
- b. Consideration of recommendation regarding fourteen (14) renewal Operator License (see attached).
- c. Consideration of recommendation regarding six (6) New Operator License (see attached).

12. CIVIC AFFAIRS, CEMETERY, TRAFFIC & LIGHTS (Committee Chairperson Klegin)

- a. Civic Affairs, Cemetery Traffic & Lights did not have a monthly committee meeting in May.

13. BOARD OF PUBLIC WORKS (Board President Keller)

- a. Consideration of recommendation regarding Professional Services Agreement from Robert E. Lee to perform Illicit Discharge Detection & Elimination field screening and prepare a summary report.
- b. Consideration of recommendation regarding City of Marinette Roadway Line Striping Agreement with Marinette County (see attached).

- c. *Consideration of recommendation regarding Pay Request No. 2 and Change Order No. 1 from Peters Concrete Company for the Roosevelt Road Storm Sewer Improvements, Project No. 2023-600 (see attached).*
- d. *Consideration of recommendation regarding Change Order No. 1 from Valley Mechanical for the Marinette Fire Department Make-up Air Unit Replacement, Project No. 2023-600 (see attached).*
- 14. **PARKS AND RECREATION COMMITTEE (Committee Chairperson Kowalski)**
 - a. *Parks & Recreation Committee did not have any Common Council recommendations for the month of May.*
- 15. **PUBLIC SAFETY AND CODE ENFORCEMENT COMMITTEE (Committee Chairperson Skorik)**
 - a. *Public Safety & Code Enforcement did not have any Common Council recommendation for the month of May.*
- 16. **PLAN COMMISSION (Mayor Genisot)**
 - a. *Plan Commission recommends approval of Ordinance No. 2510 & Resolution No 14-2023 to be voted on later on tonight's agenda.*
- 17. **TRANSPORTATION COORDINATION COMMITTEE**
 - a. *Transportation Coordination Committee recommends approval of Resolution No 13-2023 to be voted on later on tonight's agenda.*
- 18. **RESOLUTIONS & ORDINANCES**
 - a. *Resolution No. 13-2023- Resolution to increase Shared Taxi Ride fare from \$4.00 Adult and \$3.00 Senior or Disabled to \$6.00 Adult and \$5.00 Senior or Disabled.*
 - b. *Resolution No 14-2023- Resolution creating Tax Incremental District No. 17, Approving its Project Plan and Establishing its Boundaries City of Marinette, Wisconsin.*
 - c. *Ordinance No. 2509- Amending MMC 9.1302 Schedule A Pertaining to Residential and Commercial Building Related Fees.*
 - d. *Ordinance No 2510- Amending MMC 13.3807 & 13.3909 pertaining to Site Plans and Conditional Use permits.*
- 19. **ADJOURNMENT**

MAYOR STEVE GENISOT

Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk's Office at 1-715-732-5141

AMENDMENT TO AGREEMENT

Amendment dated June 2, 2023

The Agreement for Professional Services made as of April 12, 2023 between City of Marinette, 1905 Hall Avenue, Marinette, WI (OWNER) and Ayres Associates Inc, 5201 E. Terrace Drive, Suite 200, Madison, WI (CONSULTANT) is hereby amended as set forth below.

CONSULTANT will coordinate with Commonwealth Heritage Group, 8669 N. Deerwood Drive, Milwaukee, WI (SUBCONSULTANT) to complete archaeological and architecture/history investigations needed pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations, related to the recently submitted WisDOT TEA Grant and CDBG-PF Grant applications. The following scope of services will be provided:

ARCHAEOLOGICAL INVESTIGATIONS

Area of Potential Effects

Based on the information provided to date, CONSULTANT and SUBCONSULTANT assume the Area of Potential Effects (APE) for archaeology will be defined as the existing and proposed right-of-way and easement areas along the four-block project corridor, encompassing all areas of potential ground disturbance associated with the project.

Archaeological Survey

SUBCONSULTANT will complete a Phase I archaeological survey of the APE. The survey will include a records review using the Wisconsin Historic Preservation Database (WHPD) to identify previously documented cultural resources located within the project area, to identify any cultural resource investigations that have previously taken place, and to provide information on the expected types and location parameters of cultural resources within the APE and a surrounding one-mile radius. To supplement the site file data, SUBCONSULTANT will conduct a review of readily available online historic mapping (both plat maps and USGS maps) and modern aerial, NWI, and county soils mapping of the APE. The survey will satisfy the requirements of the Wisconsin State Historic Preservation Office (SHPO) and Section 106 and also will adhere to the Guidelines for Public Archeology in Wisconsin (2012) and WisDOT's Guide to Transportation Archaeology (2012).

Survey will be conducted employing standard archaeological techniques and may include both shovel testing and pedestrian (walkover) survey. Pedestrian survey will involve walking in 15-meter intervals in areas with ground surface visibility greater than 10 percent. In areas which are not visibly disturbed and do not have good surface visibility, systematic shovel testing will be required and consist minimally of 25-centimeter diameter holes excavated until sterile soil is encountered. Where needed, shovel tests will be excavated at 15-meter intervals. Excavated soils will be screened through ¼-inch wire mesh and examined for evidence of cultural materials.

Profiles will be described for each shovel test. Notes will be recorded concerning the soil stratigraphy (including Munsell color designations and texture) and any artifacts encountered. All shovel tests will be assigned a unique designation that will be mapped within the APE prior to the field survey, and then documented during the field survey with sub-meter accurate geographic positioning system (GPS) equipment. If cultural material is encountered, additional radial shovel tests will be placed at 5-meter intervals as needed to define the horizontal extent of the cultural material. During fieldwork, standard forms will be completed by the field crew. Archaeological sites and positive finds within shovel tests will be noted on the forms. Artifacts will be bagged and assigned numbers by their locations. Photographs will be taken of the general project area.

It is assumed that Ayres will be responsible for securing landowner permission to conduct survey outside of the existing right-of-way, where necessary. Fieldwork will commence after landowner permission has been secured. It also is assumed that Ayres will provide preliminary design plans and/or files prior to

commencement of the survey to facilitate SUBCONSULTANT's delineation of the APE and use of GPS equipment during fieldwork.

Report Preparation

SUBCONSULTANT assumes no archaeological sites will be found. The results of the survey will therefore be documented in an Archaeological Survey Field Report (ASFR) and Archaeological Records and Literature Review form in lieu of a formal report. Should a new site be found, a formal Phase I survey report will be required to fully document the site and provide sufficient information to make a preliminary evaluation regarding National Register of Historic Places (National Register) eligibility. The preparation of a formal Phase I survey report and Determination of Eligibility (DOE) for any identified archaeological sites are not included in this proposal.

ARCHITECTURE/HISTORY INVESTIGATIONS

Area of Potential Effects

CONSULTANT and SUBCONSULTANT assumes the APE for architecture/history will be defined to include properties adjacent to Main Street within the project limits.

Architecture/History Survey

SUBCONSULTANT will conduct background and archival research and review the WHPD to determine if any properties in the APE were previously surveyed. SUBCONSULTANT will then complete an architecture/ history survey of the APE in accordance with the Wisconsin Historical Society's Survey Manual. We will identify, photograph, and assess the National Register eligibility of individual buildings, structures, and objects, as well as any districts that are present. Additional photographs depicting streetscapes and viewsheds will be provided as needed to document the APE.

SUBCONSULTANT assumes the following for the architecture/history survey:

- Up to 20 properties will require survey/resurvey.
- The results of the survey will be documented in an Architecture/History Survey Report (AHSR), as required by WisDOT and the SHPO.

Determination of Eligibility

Should SUBCONSULTANT identify any properties or districts within the APE that are potentially eligible for listing on the National Register, a DOE will need to be completed. To evaluate the National Register eligibility of a potentially eligible property or district, SUBCONSULTANT will conduct research specific to its history and architecture in accordance with the standards of the Wisconsin SHPO and guidance provided by the National Park Service. Sources that will be utilized include, but are not limited to, materials publicly available or on file at the Wisconsin Historical Society Library and Archives, local libraries and historical societies, and other research repositories; newspaper and journal articles; and interviews of individuals with knowledge of the history of the property. In addition, SUBCONSULTANT will conduct a comparison study to assess the level of distinction of the property or district within the appropriate historic context.

SUBCONSULTANT will take high resolution digital photographs of buildings and structures associated with the property or district, as well as significant landscape/site features and the general setting. We will also compile historic photographs to document physical conditions and changes over time. Based on a preliminary review of the WHPD, the project is located within the potentially eligible Downtown Marinette Historic District. For the purposes of this proposal, SUBCONSULTANT assumes that a DOE will be prepared for the district as part of the architecture/history investigations for the project.

Documentation for Determination of No Adverse Effects

Under Section 106, effects will need to be taken into account for any potentially eligible properties or districts identified during SUBCONSULTANT's architecture/history survey that are subsequently recommended eligible for listing on the National Register. SUBCONSULTANT will work with Ayres to avoid adverse effects to historic properties, and assuming adverse effects can be avoided, SUBCONSULTANT will prepare a Determination of No Adverse Effects (DNAE).

For the purposes of this proposal, SUBCONSULTANT assumes that a DNAE will be prepared.

OTHER SERVICES INCLUDED

In addition to the archaeological and architecture/history investigations, DOE, and DNAE, SUBCONSULTANT will assist CONSULTANT with completing the Section 106 form (DT1635) and will notify local historical societies and other local interested parties to solicit comments about the project and its potential to affect historic properties. CONSULTANT will coordinate directly with SUBCONSULTANT and granting agencies to ensure efficient and effective progress toward fulfilling the requirements of each granting agency in pursuant to funding awards.

SERVICES NOT INCLUDED

This proposal assumes no archaeological sites will be found and therefore does not include a Phase I archaeological survey report. SUBCONSULTANT also assumes adverse effects to historic properties can be avoided and therefore this proposal does not include services related to the resolution of adverse effects under Section 106 (consultation, preparation of a Documentation for Consultation report, and development of a Memorandum of Agreement). SUBCONSULTANT also will not be providing services related to Section 4(f) and/or 6(f).

SCHEDULE

Weather permitting, SUBCONSULTANT will complete pre-field research and the archaeological and architecture/history surveys within 15 business days of receiving authorization to proceed.

SUBCONSULTANT proposes to submit draft survey reports (ASFR and AHSR) to CONSULTANT for review within 10 business days after the completion of the fieldwork. The DOE and DNAE will be submitted within 20 business days of receiving 30% plans. Final reports will be submitted within three business days of receiving comments from CONSULTANT and OWNER. This schedule may be modified to meet project needs.

COST

An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's and SUBCONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's and SUBCONSULTANT's independent professional associates and subconsultants, if any.

CONSULTANT proposes to complete SUBCONSULTANT coordination and granting agency coordination. SUBCONSULTANT will complete archaeological and architecture/history investigations and associated reporting (ASFR and AHSR), a DOE, and a DNAE for the Main Street project in Marinette.

Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.0.

The total compensation for services is estimated to be \$16,000. CONSULTANT shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

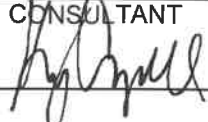
CONSULTANT shall submit monthly invoices for Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

City of Marinette
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)



(Typed Name)

Keely Campbell, PG

(Title)

Manager - Development Services
Midwest

(Date)

June 2, 2023

ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between D.A. Boomer Developments L.L.C. (the "Developer") and the City of Marinette, Wisconsin (sometimes referred to as the "City" and sometimes referred to as the "Escrow Agent").

WHEREAS, the Developer owns, or will acquire, the real estate described in Exhibit A (the Property"); and

WHEREAS, the Developer has requested that the City establish Tax Incremental District No. 19 (the "District"), which includes the Property, in order to finance project costs and development incentives within the District as permitted under Wis. Stats, Section 66.1105; and

WHEREAS, the City anticipates that it will incur certain consultant's fees in an amount not to exceed Thirty Thousand and no/100ths Dollars (\$30,000.00) in connection with the establishment of the District and the preparation of the Development Agreement (defined herein); and

WHEREAS, the Developer has agreed to pay the consultant's fees; and

WHEREAS, the Developer has agreed to deposit the sum of Thirty Thousand and no/100ths Dollars (\$30,000.00) in escrow for the payment of any consultant's fees the Developer is obligated to pay (the "Escrowed Funds"); and

WHEREAS, the City has agreed to act as the escrow agent and to hold and disburse the Escrowed Funds as provided in this Agreement (the "Escrow Agent"); and

WHEREAS, the parties are entering into this Agreement for the purpose of setting forth the specific terms under which the Escrowed Funds will be deposited, held and disbursed.

NOW, THEREFORE, the City, the Developer and the Escrow Agent, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. RECITALS

The foregoing recitals are adopted by the parties, incorporated herein and made a part of this Agreement.

2. APPOINTMENT OF ESCROW AGENT

The parties hereby appoint the City as Escrow Agent. The City agrees to act as the Escrow Agent pursuant to this Agreement and to deposit the Escrowed Funds in the City's general fund as a segregated line item with such bank as is used by the City as the depository for monies in the general fund.

3. DEPOSIT OF ESCROWED FUNDS

Prior to the execution of this Agreement by all parties, the Developer has deposited the sum of Thirty Thousand and no/100ths Dollars (\$30,000.00) with the Escrow Agent. The Escrowed Funds shall be held in the above-referenced fund of the Escrow Agent and invested and distributed by the Escrow Agent as provided in this Agreement.

4. INVESTMENT OF THE ESCROWED FUNDS

The Developer acknowledges that the Escrowed Funds will not be invested and that the City's general fund is not an interest-bearing account. The Developer further acknowledges that no interest will be earned on the Escrowed Funds while deposited with the City.

5. DISBURSEMENT OF THE ESCROWED FUNDS

The Escrowed Funds shall be disbursed for the payment of the following professional fees incurred by the City in connection with the creation of the District and the tax incremental financing provided to the Developer: (i) fees of Ehlers & Associates related to the preparation of the District project plan; and (ii) fees of Quarles & Brady LLP for the preparation of the tax incremental revenue bond documents and related development agreement between the City and the Developer relating to the District (the "Development Agreement") and this Agreement (collectively, the "Consultant's Fees"). The Consultant's Fees to be paid by the Developer pursuant to this Agreement shall be paid by the Escrow Agent in the following manner:

(a) The City shall forward copies of each invoice for the Consultant's Fees to the Developer by first class mail, postage prepaid at the address set forth in this Agreement.

(b) The Developer shall have fifteen (15) business days from the date on which the invoice is mailed to the Developer to notify the Escrow Agent in writing, if the Developer objects to the payment of the invoice on the basis that any of the fees included in the invoice do not constitute Consultant's Fees, as defined above, but may not object on any other basis. For the avoidance of doubt, circumstances such as failure to create the District, failure to execute the Development Agreement, failure of the Developer to acquire the Property, or failure of the Developer to obtain desired zoning approval for the Property, shall not be valid reasons to object to payment of any invoice. In the event that the Developer objects to the payment of an invoice, the Escrow Agent shall review such objection to determine whether or not the fees included in the invoice constitute Consultant's Fees as defined in this Agreement. In connection with such review, the Escrow Agent may review and consider any such documentation it deems necessary. Any determination by the Escrow Agent as to whether or not the fees included in an invoice properly constitute Consultant's Fees shall be conclusive and binding.

(c) The Escrow Agent shall be authorized to pay the invoice from the Escrowed Funds, if timely notice of an objection to the payment of the invoice is not received by the Escrow Agent. If a timely notice of an objection to the payment of the invoice is received by the Escrow Agent, the Escrow Agent shall not pay said invoice until such objection has been reviewed in accordance with Section 5(b) above.

(d) The Developer's obligation to pay the Consultant's Fees shall be limited to the amount of the Escrowed Funds. Payment of the Consultant's Fees is not contingent on the creation of the District, the execution of the Development Agreement, the Developer's acquisition of the Property, or the Developer obtaining desired zoning approvals for the Property.

(e) The Escrow Agent shall return to the Developer any Escrowed Funds remaining within fifteen (15) business days after the payment of the Consultant's Fees.

6. LIABILITY OF THE ESCROW AGENT

Nothing herein contained shall be deemed to obligate the Escrow Agent to pay or transfer any Escrowed Funds hereunder, unless the same shall have been first received by the Escrow Agent pursuant to the provisions of this Agreement. The Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses except for misconduct, negligence or a breach of its duties under this Agreement, and it shall accordingly not incur any such liability with respect to: (i) any action taken or omitted upon advice of its counsel given with respect to any questions relating to the duties or responsibilities of the Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance upon any instrument, including the written certificates provided for herein, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to substantially conform with the provisions of this Agreement. The Escrow Agent shall not be bound or in any way affected by any notice of any modification, cancellation or rescission of this Agreement, or of any facts or circumstances affecting or alleged to affect the rights or liabilities of the parties hereto other than as in this Agreement set forth, unless previously agreed to in writing by it.

7. FEES OF THE ESCROW AGENT

The Escrow Agent shall not charge any fee for the services provided by the Escrow Agent pursuant to this Agreement.

8. NOTICES

Notice under this Agreement furnished by any party hereto to the other party shall be sufficient if in writing delivered by hand or courier delivery, or sent by registered or certified mail, return receipt requested, directed to the addressee at the following address or at such other address of which the addressee shall have previously notified the other party:

THE DEVELOPER:

D.A. Boomer Developments L.L.C.
Attention: Bryan Polzin
3600 Parsek St
Marinette WI 54143

THE CITY: City of Marinette
ATTN: Mayor
1905 Hall Avenue
Marinette, WI 54143

THE ESCROW AGENT: City of Marinette
ATTN: Mayor
1905 Hall Avenue
Marinette, WI 54143

9. CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

10. COUNTERPARTS

This Agreement may be executed in multiple counterparts with each such copy being deemed an original upon execution.

11. CAPTIONS

All captions herein are used for convenience of reference only and in no way limit or describe the scope or intent of or in any way effect the meaning of this Agreement.

12. TERMINATION

This Agreement and the obligations of the Escrow Agent herein shall cease upon completion of the disbursement of the Escrowed Funds as required hereunder.

13. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

14. BINDING EFFECT

All terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the parties and their respective successors, transferees and assigns.

15. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between the parties regarding its subject matter. This Agreement shall not be amended except by subsequent written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

D.A. BOOMER DEVELOPMENTS L.L.C.

By: _____

CITY OF MARINETTE

By: _____

Mayor

Attest: _____

Clerk

CITY OF MARINETTE, as Escrow Agent

By: _____

Mayor

Attest: _____

Clerk

EXHIBIT A

Description of Property

Parcel Numbers:

- 251-2252.001
- 251-2252.002