

Execution Copy

CASE - 303057

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION**  
**MATCH ON MAIN COVID-19 RESPONSE PROGRAM**  
**GRANT AGREEMENT**

THIS GRANT AGREEMENT (this "Agreement"), effective as of July 21, 2020 (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 Downtown Development Authority, a local economic development organization, (the "Grantee"), whose address and principal office is 337 W. Washington Street, Marquette, Michigan 49855. As used in this Agreement, the MEDC and the Grantee are, individually, a "Party" and, collectively, the "Parties".

**RECITALS**

A. The MEDC Match on Main Covid-19 Response Program ("MoM Covid-19 Program") is to provide MEDC funding to certain community development organizations across the State to deliver and administer grants to certain place-based small businesses which have been affected as a result of the COVID-19 crisis.

B. The Grantee submitted an application to the MEDC, dated May 29, 2020, for funds under the MoM Covid-19 Program for an award to support the Eligible Businesses ("Application").

C. The MEDC agrees to award Grantee a grant in the amount of up to Fifty Thousand Dollars (\$50,000) to be disbursed by Grantee under the terms of this Agreement (the "Grant").

In consideration of the recitals and promises in this Agreement, 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 covenants of the Grantee set forth in this Agreement, the MEDC agrees to make, and the Grantee agrees to accept, the Grant.

**Section 2.2 MEDC Grant Manager.** The Grantee must communicate with the MEDC representative named below, or his or her designee, regarding this Agreement. The Grant Manager may be changed at any time at the discretion of the MEDC, and the MEDC shall give Grantee notice of any change to the designated Grant Manager.

Suzanne Perreault ("Grant Manager")  
Michigan Economic Development Corporation  
300 North Washington Square  
Lansing, Michigan 48913  
[perreaults@michigan.org](mailto:perreaults@michigan.org)

**Section 2.3 Grant Disbursement Request.** Subject to the terms and conditions of this Agreement, including that the absence of a Default or Event of Default, payment of up to the full amount of the Grant shall be made to the Grantee in one disbursement, as soon as institutionally possible for the MEDC, after completion of the following requirements to the satisfaction of the Grant Manager:

(a) Grantee has completed registration to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website; and

(b) Grantee has submitted to the Grant Manager a fully completed and signed Grant Disbursement Request and Compliance Certificate, in the form and substance set forth on Exhibit B, no later than July 31, 2020, which shall include the submission of the Local Business Worksheet for each Eligible Business, in the form and substance attached as Exhibit B-1.

**Section 2.4 Grantee Sub-Grant Duties.** In addition to all other obligations under this Agreement, the Grantee agrees to undertake, perform, and complete all the following services:

(a) Grantee shall enter into written grant agreements with each Eligible Business to effectuate redistribution of all Grant funds received by Grantee to each Eligible Business (individually, a "Sub-Grant" and collectively, the "Sub-Grants") to provide working capital for the Eligible Business's payroll expenses, rent, mortgage payments, utility expenses, COVID-19 relief or recovery expenses, or other similar expenses that occur in the ordinary course of the Eligible Business ("Eligible Expenses")

(b) Each Sub-Grant agreement must meet all the following qualifications:

(i) funding to each respective Eligible Business shall be in the applicable amount listed on Exhibit A for the particular Eligible Business;

(ii) be executed with and to the benefit of an Eligible Business;

(iii) contain a provision requiring the recipient Eligible Business to cooperate with the Grantee and provide information necessary for the Grantee to provide the Reporting Spreadsheet to the MEDC as defined and more fully described in Section 2.4(d) and in form and substance attached as Exhibit C ("Reporting Spreadsheet") and

(iv) contain provisions requiring the Sub-Grant funds to only be used for Eligible Expenses.

(c) Grantee shall administer the Sub-Grants to ensure efficient and responsible distribution of Grant funding to Eligible Businesses and shall endeavor to redistribute the Grant funds as soon as institutionally possible for the Grantee, and in any event, all Grant funds shall be redistributed by the Grantee to each Eligible Business no later than August 31, 2020.

(d) The Grantee shall endeavor to submit to the Grant Manager a completed spreadsheet with a detailed list of each Eligible Business that received a Sub-Grant, and the corresponding amount of each respective Sub-Grant, and all of the other information more fully described on Exhibit C ("Reporting Spreadsheet") within sixty days (60) of Grantee's issuance of its last Sub-Grant, and in any

event, such Reporting Spreadsheet shall be submitted to the Grant Manager no later than December 31, 2020.

### **ARTICLE III**

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

The Grantee represents and warrants to the MEDC:

**Section 3.1 Organization.** The Grantee is a duly organized 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.** None of this Agreement, the Application, the Grant Disbursement Request and Compliance Certificate, or any written statements, the Reporting Spreadsheet or other reports, or any Certificate furnished or to be furnished by the Grantee to the MEDC in connection with the Grant or this Agreement contain, or shall contain, any untrue statement of material fact, or to the best of the Grantee's knowledge, omit or shall omit any material fact necessary to make the statements 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 properties, business, or condition (financial or otherwise) of the Grantee or the ability of the Grantee to perform its obligations under this Agreement.

**Section 3.5 Compliance with Laws.** 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 to which it is subject.

**Section 3.8 Conflict of Interest.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee, nor any of its officers, directors, employees, or affiliates have, 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.

Grantee further affirms that neither Grantee nor any of its officer, directors, employees, or affiliates have accepted, shall accept, have offered, or shall offer, anything of value to influence the MEDC, its Corporate Board, Executive Committee and their respective directors, participants, officers, agents and employees. 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 because 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 3.9. Eligible Businesses.** Grantee affirms that each Eligible Business meets all the following criteria:

- (a) is physically located within the community the Grantee serves;
- (b) is located within a traditional downtown or historic neighborhood commercial district, or area planned and zoned for concentrated commercial development;
- (c) sell products and/or services face to face;
- (d) is operating as a for-profit business;
- (e) has 25 or less employees;
- (f) is headquartered in the State;
- (g) has demonstrated to the Grantee that it has been affected by the COVID-19 outbreak;
- (h) has affirmed to the Grantee that it has not received or been approved to receive MSF Small Business Relief Program funding;
- (i) has affirmed to the Grantee that it has not received or been approved to receive an MEDC Match on Main grant since May 1, 2018;
- (j) is not a franchise business;
- (k) is not located in a strip mall;
- (l) is not a big-box retail business or otherwise operating as part of a chain of business establishments;
- (m) is not a marijuana or marijuana related business.

**Section 3.10. Other Grantee Covenants.**

(a) **Reporting.** In addition to the reporting to the MEDC as described on Exhibit C, and any other reporting required of the Grantee under any other agreement with the MEDC or the Michigan Strategic Fund, the Grantee shall provide such other reports and information reasonably requested by Grant Manager from time to time.

(b) **Indemnification and Insurance.** To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the MEDC, its Corporate Board, Executive Committee, and their respective directors, participants, officers, agents and employees ("Indemnified Persons") from any

damages that it may sustain by any acts or omissions of Grantee pertaining to this Agreement. The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of, or as a result of, Grantee's operations, or its acts or omissions arising under this Agreement; however, Grantee's indemnification obligations under this Agreement shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage and workers' compensation insurance. This Section shall survive indefinitely.

(c) **Access to Records.** 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 3.11 Unused Funds.** Any Grant funds in the possession or control of the Grantee that are not committed in a fully executed Sub-Grant agreement by the earlier of (i) termination of this Agreement by the MEDC in the Event of Default, or (ii) August 31, 2020, must be then immediately thereafter remitted back to the MEDC. This Section shall survive the end of the Term indefinitely.

#### **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 and 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 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.

#### **ARTICLE V**

#### **DEFAULT, SUSPENSION AND TERMINATION, AND REPAYMENT PROVISIONS**

**Section 5.1 Default, Suspension and Termination.** Notwithstanding anything to the contrary, the MEDC's obligation to disburse any portion of the Grant shall automatically be suspended upon the occurrence of a Default or Event of Default (described below) and this Agreement may be terminated, at the option of the MEDC, upon the occurrence, and during the continuance, of any one or more of the following events or conditions (each an "Event of Default"), unless a written waiver is provided by the MEDC:

(a) any representation made by the Grantee in connection with the Grant or this Agreement was incorrect at the time that such representation was made in any material respect, including without limitation, any information provided in the Application, a Grant Disbursement Request and Compliance Certificate, a report, or the representations and covenants set forth in Article III;

(b) any material failure by the Grantee to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, failing to comply with any of the terms, covenants or conditions under Article III, which, if considered curable by the MEDC, is not cured by the Grantee to the satisfaction of the MEDC within the Cure Period;

(c) the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the MEDC, or for any department or agency within the State, federal, local or any governmental agency, including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Labor and Economic Opportunity, or the Michigan Strategic Fund, which, if considered curable by the MEDC, is not cured by the Grantee to the satisfaction of the MEDC within the Cure Period;

(d) or any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within sixty (60) calendar days from the date commenced.

### **Section 5.2 Repayment.**

(a) **Event of Default.** If this Agreement is terminated by the MEDC as a result of any Event of a Default, the Grantee shall upon written notice by the MEDC, immediately repay to the MEDC the amount of the MEDC Grant then disbursed by the MEDC to the Grantee that Grantee has not yet disbursed to an Eligible Business under this Agreement.

(b) **Recovery by the Grantee.** In the event the Grantee receives repayment for any reason, voluntarily or involuntarily, of any portion of any MEDC Grant funds from or on behalf of any Eligible Business, the amount received (not to exceed the amount of the Grant Disbursement paid to Grantee) less reasonable costs of collection, if any, shall be repaid to the MEDC within thirty (30) calendars of receipt by the Grantee.

**Section 5.3 Available Remedies.** The suspension or termination of payments to the Grantee, or the termination of this Agreement, are not intended to be the sole and exclusive remedies 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 collecting any sums due the MEDC from the Grantee under this Agreement, in enforcing any of its rights against the Grantee under this Agreement, or in exercising any remedies against the Grantee available to the MEDC.

## **ARTICLE VI**

### **MISCELLANEOUS**

**Section 6.1 Notice.** Any notice or other communication under this Agreement shall be in writing and e-mailed, or faxed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-mail accounts, and shall be deemed delivered one business day after the delivery or mailing date.

**Section 6.2 Counterparts; Facsimile/.pdf Signatures.** This Agreement may be signed in counterparts and delivered by facsimile 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 6.3 Severability.** All 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 6.4 Captions.** The captions or headings in 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 6.5 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.

**Section 6.6 Relationship between Parties.** The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MEDC, the MSF, or any individual person, firm or entity for any purpose.

**Section 6.7 Successors and Assigns.** The MEDC may at any time assign its rights in this Agreement. The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the MEDC. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**Section 6.8 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 6.9 Termination of Agreement.** Except as to this Article VI and the Exhibit A definitions, which shall survive indefinitely, 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 for repayment hereunder which arise out event that occurred during the Term, shall be brought within three (3) years after the end of the Term, and all available remedies thereon shall survive until all amounts due the MEDC are paid in full. Provided further, and notwithstanding anything to the contrary, in the event that the State Legislature or the State government fails to provide or terminates the funding necessary for the MEDC to fund the MEDC 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 or State 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 Grant Disbursement to Grantee for any reason beyond the date of termination of this Agreement.

**Section 6.10 Amendment.** This Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MEDC.

**Section 6.11 Publicity.** At the request and expense of the MEDC the Grantee will cooperate with the MEDC, and request that each Eligible Business also cooperate, to promote the MEDC through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Eligible Business location, or other locations, acceptable to the Parties.

**Section 6.12 Site Visit.** At the request and expense of the MEDC, the Grantee will cooperate with the MEDC, and request that each Eligible Business also cooperate, to permit the Grant Manager

or such other MEDC representative to visit the Eligible Business location and/or view the results of the Eligible Expenses.

*(signature page follows)*



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

**CITY OF MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY**



Rebecca Salmon  
Executive Director

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION**

DocuSigned by:  


EFA80D52187B402...  
Christin Armstrong  
Secretary

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

(a) **"Agreement"** has the meaning set forth in the preamble, including the Exhibits to this Agreement.

(b) **"Application"** has the meaning set forth in Recital B.

(c) **"Cure Period"** means within thirty (30) calendar days after written notice by the MEDC, or within such longer period as determined in writing and at the sole discretion of the MEDC.

(d) **"Certificate"** has the meaning set forth on Exhibit B.

(e) **"Default"** means an event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

(e) **"Effective Date"** has the meaning set forth in the preamble.

(f) **"Eligible Business"** means each of the following businesses:

|    | Name of the business        | Physical address of the business           | Amount of Sub-Grant funding to the business |
|----|-----------------------------|--------------------------------------------|---------------------------------------------|
| 1  | Beth Millner Jewelry        | 521 W. Washington St., Marquette, MI 49855 | \$4,000                                     |
| 2  | Boomerang Retro & Relics    | 100 W. Washington St. Marquette, MI 49855  | \$4,000                                     |
| 3  | Café Bodega                 | 517 N. Thirds St. Marquette, MI 49855      | \$4,500                                     |
| 4  | Gathered Earth              | 131 W. Washington St. Marquette, MI 49855  | \$2,850                                     |
| 5  | Loyaltees                   | 321 S. Front St. Marquette, MI 49855       | \$3,500                                     |
| 6  | Marquette Baking Co.        | 117 W. Baraga Ave. Marquette, MI 49855     | \$2,500                                     |
| 7  | Marquette Wallpaper & Paint | 115 S. Third St. Marquette, MI 49855       | \$3,000                                     |
| 8  | Northern Lights Glass       | 415 N. Third St. Marquette, MI 49855       | \$2,000                                     |
| 9  | Panara Imports              | 125 W. Washington St. Marquette, MI 49855  | \$2,850                                     |
| 10 | Portside Inn                | 239 W. Washington St. Marquette, MI 49855  | \$3,500                                     |

|    |                              |                                              |         |
|----|------------------------------|----------------------------------------------|---------|
| 11 | Revisions                    | 219 W. Washington St. Marquette,<br>MI 49855 | \$3,750 |
| 12 | Sacred Tattoo                | 329 W. Washington St. Marquette,<br>MI 49855 | \$3,750 |
| 13 | Taiga Games                  | 145 W. Washington St. Marquette,<br>MI 49855 | \$2,000 |
| 14 | Velodrome Coffee Co.         | 519 W. Washington St. Marquette,<br>MI 49855 | \$3,500 |
| 15 | Wattsson & Wattsson Jewelers | 118 W. Washington St. Marquette,<br>MI 49855 | \$4,300 |

(g) **“Eligible Expenses”** has the meaning set forth in Section 2.4(a).

(h) **“Event of Default”** means any one or more of those events described in Section 5.1.

(i) **“Exhibit”** means each of the documents or instruments attached to this Agreement.

(j) **“Grant”** has the meaning set forth in Recital C.

(k) **“Grant Disbursement Request and Compliance Certificate”** means the written request from the Grantee, in the form and substance as set forth on Exhibit B hereto.

(l) **“Grantee”** has the meaning set forth in the preamble.

(m) **“Grant Manager”** has the meaning set forth in Section 2.2.

(n) **“Indemnified Persons”** has the meaning set forth in Section 3.10(b).

(o) **“Local Business Worksheet”** means the worksheet to be submitted by the Grantee for each Eligible Business, in the form and substance as set forth on Exhibit B-1 hereto and as more particularly described in Section 2.3(b), at the time of Grantee's submission of the Grant Disbursement and Compliance Certificate.

(p) **“MEDC”** has the meaning set forth in the preamble.

(q) **“MoM COVID-19 Program”** has the meaning set forth in Recital A.

(r) **“MSF”** means the Michigan Strategic Fund, a public body corporate and politic within the Department of Labor and Economic Opportunity of the State.

(s) **“Party”** or **“Parties”** has the meaning set forth in the preamble.

(t) **“Reporting Spreadsheet”** has the meaning set forth in Section 2.4(d).

(u) **“State”** means the State of Michigan.

(v) **“Sub-Grant(s)”** has the meaning set forth in Section 2.4(a).

(w) **“Term of the Grant” or “Term” means from the Effective Date and, unless earlier terminated as provided by this Agreement, through January 31, 2021.**

**EXHIBIT B**

**GRANT DISBURSEMENT REQUEST AND COMPLIANCE CERTIFICATE**

This Grant Disbursement Request and Compliance Certificate ("Certificate") is being delivered pursuant to the Match on Main COVID-19 Relief Program Grant Agreement dated as of July 21, 2020, (the "Agreement") by and between the Michigan Economic Development Corporation (the "MEDC"), and City of Marquette Downtown Development Authority, (the "Grantee"), CASE-303057. Capitalized terms in this Certificate not otherwise defined in this Certificate shall have the meanings ascribed to them in the Agreement.

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

- 1) The Grantee affirms that it has the ability to issue Grant funds to each Eligible Business, consistent with the terms and conditions of the Agreement.
- 2) The Grantee has completed registration to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website.
- 3) The Grantee has complied, and is in compliance, with all terms and conditions of the Agreement, and no Default or Event of Default exists.
- 4) Attached is the fully completed Local Business Worksheet for each Eligible Business.
- 5) Grantee hereby requests disbursement of the Grant funds in the amount of \$50,000.

The undersigned has the authority to sign this Certificate on behalf of the Grantee as of \_\_\_\_\_ (Date).

**CITY OF MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Rebecca Salmon  
Executive Director

## EXHIBIT B-1

## FORM OF LOCAL BUSINESS WORKSHEET

Match on Main – COVID-19 Response Program  
Local Business Worksheet

INSERT Name of Municipality/DDA/Main Street Organization Here

| Local Business Worksheet                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                |                                                                                                                                            |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Point of Contact</b>                                                         | First and Last Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                |                                                                                                                                            |
|                                                                                 | Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |                                                                                                                                            |
|                                                                                 | Cell Number:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                | Office Number:                                                                                                                             |
|                                                                                 | Best way to contact you:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Email | <input type="checkbox"/> Cell Phone <input type="checkbox"/> Office Phone                                                                  |
|                                                                                 | Business Role:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Owner | <input type="checkbox"/> Employee <input type="checkbox"/> Other: Please describe your role                                                |
| <b>Business Information</b>                                                     | Business Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                |                                                                                                                                            |
|                                                                                 | Street Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                | City:                                                                                                                                      |
|                                                                                 | State:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                | Zip Code:                                                                                                                                  |
|                                                                                 | Business Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Service <input type="checkbox"/> Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                |                                                                                                                                            |
|                                                                                 | Is your business a for-profit entity? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                |                                                                                                                                            |
|                                                                                 | Is your business headquartered in Michigan? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                |                                                                                                                                            |
|                                                                                 | Does your business have 25 or less employees? <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |                                                                                                                                            |
| How many jobs are going to be retained by your businesses (full and part time)? |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                |                                                                                                                                            |
| <b>Business Location</b>                                                        | Is your business a brick-and-mortar storefront with face to face operations located within your community's <b>INSERT NAME OF LOCAL DISTRICT HERE?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                | Local District Map:<br><b>INSERT Link to local district map to help your businesses determine if they are located within your district</b> |
|                                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                |                                                                                                                                            |
| <b>Low to Moderate Income</b>                                                   | <p><i>Why are we asking? Through the Michigan Economic Development Corporation (MEDC)'s Match on Main-COVID-19 Response Program, preference will be given to applications that include businesses with owners who financially qualify as low-to-moderate income based on federally supplied data.</i></p> <p><i>If a business owner does not qualify as low-to-moderate income, applicants may still include the business in their application. The low-to-moderate income qualification is only a preference of the program. A business owner failing to meet the low-to-moderate income threshold for their County does not disqualify the business from inclusion in the application.</i></p> <p><b>INSERT LOW TO MODERATE COUNTY DATA APPLICABLE FOR YOUR COUNTY HERE</b></p> |                                |                                                                                                                                            |
|                                                                                 | <input type="checkbox"/> As a business owner, I qualify as low-to-moderate income based on the data above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                                                                                                            |
|                                                                                 | <input type="checkbox"/> As a business owner, I do not qualify as low-to-moderate income.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                |                                                                                                                                            |

|                                                                      |                                                                                                                                   |                                                                                                                                                                                                                                                        |                              |                                 |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------|
| <b>COVID-19 Related Impacts COVID-19 Related Impacts (Continued)</b> | Has your business realized a significant financial hardship related to COVID-19?                                                  |                                                                                                                                                                                                                                                        | <input type="checkbox"/> Yes | <input type="checkbox"/> No     |
|                                                                      | Please describe the impacts COVID-19 has had on your business below.                                                              |                                                                                                                                                                                                                                                        |                              |                                 |
|                                                                      | Empty space for description                                                                                                       |                                                                                                                                                                                                                                                        |                              |                                 |
|                                                                      | If your business received funding support from the MEDC's Match On Main – COVID-19 Response Program, how would you use the funds? |                                                                                                                                                                                                                                                        |                              |                                 |
| <b>Previous MEDC Grants Loans</b>                                    |                                                                                                                                   | Have you received financial support from any of the following Michigan Economic programs?                                                                                                                                                              |                              |                                 |
| or                                                                   |                                                                                                                                   | <b>Michigan Small Business Relief Program:</b> The Michigan Small Business Relief Program created by the MSF includes grants and loans administered in conjunction with the regional economic development organizations (EDOs). More information here: |                              | <input type="checkbox"/> Yes    |
|                                                                      |                                                                                                                                   |                                                                                                                                                                                                                                                        |                              | <input type="checkbox"/> No     |
|                                                                      |                                                                                                                                   |                                                                                                                                                                                                                                                        |                              | <input type="checkbox"/> Unsure |

|                                                    |                                                                                                                                                                                                                                                                                                                                       |                                 |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
|                                                    | <p>here:<a href="https://www.michiganbusiness.org/about-medc/covid19/small-business-relief-program/">https://www.michiganbusiness.org/about-medc/covid19/small-business-relief-program/</a></p>                                                                                                                                       |                                 |
| <p><b>Local Questions &amp; Considerations</b></p> | <p><b>Match on Main Program:</b> Match on Main is a grant program for small businesses located in Select or Master Level Michigan Main Street Communities. More information here:</p>                                                                                                                                                 | <input type="checkbox"/> Yes    |
|                                                    | <p><a href="https://www.miplace.org/small-business/resources/">https://www.miplace.org/small-business/resources/</a></p>                                                                                                                                                                                                              | <input type="checkbox"/> No     |
|                                                    |                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Unsure |
|                                                    | <p>In order to help identify which businesses receive funding locally, <b>INSERT municipality/DDA/Main Street Organization name here</b> would also like small business applicants to answer the following questions.</p> <p>QUESTION 1: INSERT TEXT HERE</p> <p>QUESTION 2: INSERT TEXT HERE</p> <p>QUESTION 3: INSERT TEXT HERE</p> |                                 |

**INSERT Local Contact Name, Email, Phone Number**



**EXHIBIT C**

**FORM OF REPORTING SPREADSHEET**

The Grantee is required to provide the following reporting data to the Grant Manager within sixty days (60) of Grantee's issuance of its last Sub-Grant, and in any event, the Reporting Spreadsheet shall be submitted to the Grant Manager no later than December 31, 2020.

This Reporting Spreadsheet is being delivered pursuant the Match on Main COVID-19 Relief Program Grant Agreement dated as of July 21, 2020, (the "Agreement") by and between the Michigan Economic Development Corporation (the "MEDC"), and City of Marquette Downtown Development Authority, (the "Grantee"), CASE-303057. Capitalized terms in this Reporting Spreadsheet not otherwise defined in this Reporting Spreadsheet shall have the meanings ascribed to them in the Agreement.

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

| Grantee Organization Information                                                                           |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Grantee Name:                                                                                              |                                                            |                                                                      |                                                         |                                                                               | Date Submitted:                                                                                                                    |                                                                                                                       |
| First and Last Name:                                                                                       |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
| Title:                                                                                                     |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
| Email:                                                                                                     |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
| Phone:                                                                                                     |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
| Total Number of Businesses within Commercial district that Organization Represents (estimate, ok):         |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
| Total Number of Businesses Supported through MOM-COVID19 Response Program:                                 |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
| What other small business programs have been rolled-out locally to support downtown businesses? (OPTIONAL) |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
| Businesses Assisted through Match on Main – COVID-19 Response Program                                      |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
| Please complete the following chart for each Eligible Business that received Sub-Grant funding.            |                                                            |                                                                      |                                                         |                                                                               |                                                                                                                                    |                                                                                                                       |
| Name of the Eligible Business and Address                                                                  | Total Sub-Grant funds distributed to the Eligible Business | Date of Disbursement of the Sub-Grant funds to the Eligible Business | What did the Eligible Business report as jobs retained? | What did the Eligible Business report that it used the Sub-Grant dollars for? | What is the estimated recovery of the Eligible Business to pre-Executive Order 2020-9 operations (hours, staffing, revenue, etc.)? | What other support (financial or technical assistance) did the Eligible Business report as being utilized? (OPTIONAL) |

|   |  |  |  |  |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|--|--|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 |  |  |  |  | <input type="checkbox"/> Payroll Expenses<br><input type="checkbox"/> Rent / Mortgage<br><input type="checkbox"/> Utility Expenses<br><input type="checkbox"/> Other expenses (please list):<br><hr/> <hr/> | <input type="checkbox"/> Operating at normal operations (100%)<br><input type="checkbox"/> 75%<br><input type="checkbox"/> 50%<br><input type="checkbox"/> 25%<br><input type="checkbox"/> Temporarily Closed<br><input type="checkbox"/> Permanently Closed | <i>Technical assistance</i><br><input type="checkbox"/> SBDC <input type="checkbox"/> SCORE<br><input type="checkbox"/> Local experts<br><input type="checkbox"/> Other<br><hr/> <i>Financial assistance</i><br><input type="checkbox"/> PPP <input type="checkbox"/> EIDL <input type="checkbox"/> Local funds<br><input type="checkbox"/> Additional bank/private financing<br><input type="checkbox"/> Other |
| 2 |  |  |  |  | <input type="checkbox"/> Payroll Expenses<br><input type="checkbox"/> Rent / Mortgage<br><input type="checkbox"/> Utility Expenses<br><input type="checkbox"/> Other expenses (please list):<br><hr/> <hr/> | <input type="checkbox"/> Operating at normal operations (100%)<br><input type="checkbox"/> 75%<br><input type="checkbox"/> 50%<br><input type="checkbox"/> 25%<br><input type="checkbox"/> Temporarily Closed<br><input type="checkbox"/> Permanently Closed | <i>Technical assistance</i><br><input type="checkbox"/> SBDC <input type="checkbox"/> SCORE<br><input type="checkbox"/> Local experts<br><input type="checkbox"/> Other<br><hr/> <i>Financial assistance</i><br><input type="checkbox"/> PPP <input type="checkbox"/> EIDL <input type="checkbox"/> Local funds<br><input type="checkbox"/> Additional bank/private financing<br><input type="checkbox"/> Other |
| 3 |  |  |  |  | <input type="checkbox"/> Payroll Expenses<br><input type="checkbox"/> Rent / Mortgage                                                                                                                       | <input type="checkbox"/> Operating at normal                                                                                                                                                                                                                 | <i>Technical assistance</i>                                                                                                                                                                                                                                                                                                                                                                                     |

|   |  |  |  |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|--|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |  |  |  | <input type="checkbox"/> Utility Expenses<br><input type="checkbox"/> Other expenses (please list):<br><hr/> <hr/>                                                                                          | operations (100%)<br><input type="checkbox"/> 75%<br><input type="checkbox"/> 50%<br><input type="checkbox"/> 25%<br><input type="checkbox"/> Temporarily Closed<br><input type="checkbox"/> Permanently Closed                                              | <input type="checkbox"/> SBDC <input type="checkbox"/> SCORE<br><input type="checkbox"/> Local experts<br><input type="checkbox"/> Other<br><hr/> <i>Financial assistance</i><br><input type="checkbox"/> PPP <input type="checkbox"/> EIDL <input type="checkbox"/><br>Local funds<br><input type="checkbox"/> Additional bank/private financing<br><input type="checkbox"/> Other<br><hr/>                                |
| 4 |  |  |  | <input type="checkbox"/> Payroll Expenses<br><input type="checkbox"/> Rent / Mortgage<br><input type="checkbox"/> Utility Expenses<br><input type="checkbox"/> Other expenses (please list):<br><hr/> <hr/> | <input type="checkbox"/> Operating at normal operations (100%)<br><input type="checkbox"/> 75%<br><input type="checkbox"/> 50%<br><input type="checkbox"/> 25%<br><input type="checkbox"/> Temporarily Closed<br><input type="checkbox"/> Permanently Closed | <i>Technical assistance</i><br><input type="checkbox"/> SBDC <input type="checkbox"/> SCORE<br><input type="checkbox"/> Local experts<br><input type="checkbox"/> Other<br><hr/> <i>Financial assistance</i><br><input type="checkbox"/> PPP <input type="checkbox"/> EIDL <input type="checkbox"/><br>Local funds<br><input type="checkbox"/> Additional bank/private financing<br><input type="checkbox"/> Other<br><hr/> |
| 5 |  |  |  | <input type="checkbox"/> Payroll Expenses<br><input type="checkbox"/> Rent / Mortgage<br><input type="checkbox"/> Utility Expenses<br><input type="checkbox"/> Other expenses (please list):                | <input type="checkbox"/> Operating at normal operations (100%)                                                                                                                                                                                               | <i>Technical assistance</i><br><input type="checkbox"/> SBDC <input type="checkbox"/> SCORE                                                                                                                                                                                                                                                                                                                                 |

|                                                                          |  |  |  |  |                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------|--|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                          |  |  |  |  | <input type="checkbox"/> 75%<br><input type="checkbox"/> 50%<br><input type="checkbox"/> 25%<br><input type="checkbox"/> Temporarily Closed<br><input type="checkbox"/> Permanently Closed | <input type="checkbox"/> Local experts<br><input type="checkbox"/> Other<br><hr/> <i>Financial assistance</i><br><input type="checkbox"/> PPP <input type="checkbox"/><br><input type="checkbox"/> EIDL <input type="checkbox"/><br><input type="checkbox"/> Local funds<br><input type="checkbox"/> Additional bank/private financing<br><input type="checkbox"/> Other |
| Please add additional lines as needed to capture each Eligible Business. |  |  |  |  |                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                          |

The undersigned has the authority to sign this Certificate on behalf of the Grantee as of \_\_\_\_\_ (Date).

**CITY OF MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
 Rebecca Salmon  
 Executive Director