

City of Marquette, MI



Meeting Agenda City Commission

**Tuesday, February 20, 2024
6:00 PM
Commission Chambers**

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)
Alison Taras, Public Art Commission for a term ending 2-26-27
2. Reappointment(s)
John Stewart, Parks and Recreation Advisory Board for a term ending 1-29-27

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Presentation(s)

3. Senior Services Update, by Senior Services Manager Maureen McFadden
4. **Consent Agenda - Roll Call Vote**
 - 4.a. Approve the minutes of the February 12, 2024 regular Commission meeting
 - 4.b. Approve the total bills payable in the amount of \$892,267.95
 - 4.c. Moosewood Nature Center, Inc. - Amended Lease Agreement
 - 4.d. Proclamation - Spread Goodness Day
 - 4.e. Recreation Master Plan Contract
 - 4.f. Resolution Accepting the DNR Spark Grant Agreement - Roll Call Vote

Unfinished Business

5. City Manager and City Attorney Evaluation Subcommittee

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/20/2024

Consent Agenda - Roll Call Vote

Approve the minutes of the February 12, 2024 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Feb. 12 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, February 12, 2024
6:00 PM
Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Mayer, Ottaway, Schloegel, Smith

Approval of the Agenda

Commissioner Jerney Ottaway moved to Approve the agenda as presented, seconded by Commissioner Michael Larson and Carried Unanimously.

Announcements

Mayor Davis had no announcements.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Andy Smith, representing Smith Construction, said he was available to answer Commissioner questions, if needed, on Item 3.

Mike Smith had questions about the bidding process related to Item 3 and asked why the project wasn't put back out for a bid.

Margaret Brumm thanked the Marquette City Police Department and discussed a recent session of the NMU course she is teaching.

Presentation(s)

1. Peter White Public Library Board, by Library Director Andrea Ingmire

Peter White Public Library Director Andrea Ingmire provided an update on the library's activities from the previous year, as well as plans for the future. She touched on programming and circulation numbers, which have both rebounded to pre-pandemic levels, and offered updates on some digitization projects. She updated the Commission on the status of the library's strategic plan, marketing and branding, and outreach.

2. Consent Agenda - Roll Call Vote

Commissioner Jennifer Smith moved to Approve the Consent Agenda as written, seconded by Commissioner Jerney Ottaway and Carried Unanimously by Roll Call Vote.

- 2.a. Approve the minutes of the January 29, 2024 regular Commission meeting
- 2.b. Approve the total bills payable in the amount of \$ 3,620,359.66
- 2.c. Environmental Review Certifying Officer- Roll Call Vote
- 2.d. KBIC Funding for The Marquette Maritime Museum Association, Inc.
- 2.e. Marquette Housing Commission Agreement
- 2.f. Moosewood Nature Center, Inc. - Lease Agreement Amendment
- 2.g. Sale of Surplus Equipment
- 2.h. Sault Ste. Marie Tribe of Chippewa Indians Funding for The Marquette Maritime Museum Association, Inc.
- 2.i. The Marquette Maritime Museum Association, Inc. - Use Agreement

New Business

3. Lake Superior Shoreline Restoration Project - Contract Approval

Mayor Pro Tem Hanley moved to approve the contract with Smith Construction for the Lake Superior Shoreline Restoration Project at cost of \$5,817,941.26 based on quantities and unit prices in the proposal, allow the City Manager to use a 10 percent contingency for any unknown circumstances, and authorize the Mayor and Clerk to sign the contract, seconded by Commissioner Smith.

Discussion ensued, with Commissioners and staff discussing the specifics of the project, as well as the process for handling a project with a delayed start. After discussion about fiscal planning and the impacts of this specific project, Commissioners voted on the original motion. The motion carried 6-1, with Commissioner Mayer voting against it.

Mayor Pro Tem Jessica Hanley moved to Approve Motion, seconded by and Carried Unanimously.

4. PIDP - Protecting Critical Infrastructure and Improving Efficiency Dredging Project - Contract Approval

Commissioner Paul Schloegel moved to Approve a contract with K&M Industrial, LLC of Gladstone, Michigan at a cost of \$980,496.43 based on the quantities and unit prices bid, and authorize the City Manager to use remaining grant funding allocated toward construction with a total amount not-to-exceed \$1,480,000 for any unknown circumstances and additional dredging if permitted, and authorize the Mayor and Clerk to sign the Contract, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Mike Smith again questioned the process and said he supported re-bidding the project approved at tonight's meeting.

Margaret Brumm spoke about upcoming presentations that she will be hosting related to patents, trademarks and copyrights.

Comments from the Commission

Commissioners Larson, Ottaway, Schloegel and Smith had no comments.

Commissioner Ottaway talked about the impacts of the unusual winter, during which a lack of snow has been detrimental to local business owners.

Mayor Pro Tem Hanley said residents should attend this weekend's Festival of the Sled Dog, happening in lieu of the UP200, which has been cancelled.

Mayor Davis also talked about the upcoming Festival of the Sled Dog.

Comments from the City Manager

City Manager Karen Kovacs reminded everyone that the next meeting was scheduled for Tuesday, February 20, which is shifted significantly, due to the Presidential Primary Election and Presidents' Day. She also stated that she had office hours coming up at the Peter White Public Library and offered an update on the City's current fleet of firetrucks.

Adjournment

Mayor Davis adjourned the meeting at 6:52 p.m.

Sally Davis, Mayor

Kyle Whitney, City Clerk

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/20/2024

Consent Agenda - Roll Call Vote

Moosewood Nature Center, Inc. - Amended Lease Agreement

BACKGROUND:

In February of 2022, the City Commission approved the lease of space at 1 Peter White Drive to the Moosewood Nature Center, Inc. An error with the utility section of the lease was recently discovered and requires an amendment. Staff worked with the City Attorney and Moosewood Nature Center, Inc. to draft an amended lease agreement, which corrects the terms and conditions of the agreement.

Due to the public restroom being attached to the facility, the City will pay the first \$75 of electricity and cover water during the months of May through October. Moosewood Nature Center, Inc. is responsible for all other utilities.

The term of this amended agreement is 10 years from the date of the original lease, dated February 14, 2022.

Per City Charter, lease of city property requires two reads. This is the second read.

FISCAL EFFECT:

The General Fund will realize \$1/year with this agreement.

RECOMMENDATION:

Approve the amended lease agreement with Moosewood Nature Center, Inc. for space at 1 Peter White Drive, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Amended Lease, Exhibit A and Insurance

AMENDED LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter ("Lessor"), and **Moosewood Nature Center, Inc.**, a Michigan corporation, of 2 Peter White Drive, Marquette, Michigan 49855, hereinafter ("Lessee").

Recitals

- A. Lessor is the owner and operator of Presque Isle Park at 1 Peter White Drive, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee the area and building as outlined in red on Exhibit "A" in the area known as the Shiras Pool ("Premises") at Presque Isle Park ("Park") in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

- 1.1 Lessor leases to Lessee the space shown in Exhibit "A", known as the "Shiras Pool" and located within Presque Isle Park. Lessee shall the space in which the cooler/freezer are located with the owner and/or operator of Ice Cream Store lease.
- 1.2 In the event Lessor desires to lease the remaining portions of "Shiras Pool" that are not included in the Premises as shown on Exhibit "A", Lessee shall be given the first option to lease said portions under the same terms and conditions as set forth in this Lease Agreement.
- 1.3 Lessee agrees to develop architectural and engineering plans for renovations to the Premises required to meet the specific needs of Lessee for Lessee's intended uses. Lessee shall be responsible for constructing all renovations as developed by Lessee, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

- 2.1 The term of this lease is ten (10) years from the date of the original lease, dated February 14, 2022.
- 2.2 Lessee may request the term of this lease be extended for an additional ten (10) year period, upon providing a written request to Lessor no later than 12 months prior to the termination of the original lease term. Lessor has sole discretion to approve or deny such

request, and if approved, all terms and conditions shall be agreed upon by the parties in writing.

3. Rent

- 3.1 Lessee shall pay rent in the amount of \$1.00 per year to Lessor, due by the 1st day of each calendar year. Rent shall not be prorated for partial years.

In lieu of additional monetary rent, Lessee shall provide the following services:

- a. Perform two Deer Censuses at Presque Isle Park during the term of the lease.
- b. Provide the City with a quarterly report of hours of operation, staff & board directory, schedule & details of programming, and other pertinent information to operations and partnering with the City.
- c. Assist park visitors with information and assist in monitoring violations of ordinances including feeding of wildlife, dogs in the park, or other violations as noted. Lessee shall not act as enforcement offices for ordinance violations.
- d. Grant support as needed.
- e. Provide two educational programs for Tourist Park.

- 3.2 The following utilities shall be paid by the following parties:

City of Marquette: Storm water fees.

First \$75.00 billed each month in electricity expenses.

Water during the months of May through October.

Moosewood: Telephone (directly billed to Moosewood).

Internet (directly billed to Moosewood).

Propane (directly billed to Moosewood).

Garbage—Moosewood to pay the residential/small commercial rate.

Water during the months November through April.

All electricity after the first \$75.00 billed each month.

No City of Marquette water source shall be used for irrigation for any portion of the Premises.

Lessee shall be entitled to the use of all common washrooms.

Lessee shall be responsible for telephone service.

4. Use of Leasehold Premises

- 4.1 Lessee shall use the Premises only as a Nature Center, and not for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises, including but not necessarily limited to fire, and environmental type hazards;
- b) constitute a violation of any public law or requirement;
- c) cause damage or injury to the Premises or any part of it (ordinary wear and tear excepted);
- d) interfere with normal operations of the Premises' heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Park uses;
- g) alter the appearance of the Premises, except as provided herein, without prior written approval of the Lessor;
- h) permit noise or odors to be unreasonably dispelled from the Premises;
- i) place merchandise, materials, supplies, signs, or other thing of any kind on the sidewalks or other common areas without written approval;
- j) permit refuse to accumulate in or around Premises; or
- k) obstruct entryways.

5. Use of Common Areas by Lessee

- 5.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the public restrooms, public parking, sidewalks, and surrounding area, subject, however, to all rules and regulations regarding the use of those areas.

6. Maintenance and Repair

- 6.1 Lessee shall be responsible for all cleaning of the Premises and all repairs of any nature, including but not limited to heating and cooling, roof and structural systems, of the Premises. All major repairs must be pre-approved by Lessor's facilities director.
- 6.2 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's fixtures, furniture and equipment and keep them in a safe condition and good repair.
- 6.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and adjoining premises. All signage approved by Lessor shall be maintained in good condition and repair.
- 6.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas.

- 6.5 All storage spaces, including shared spaces, must remain clear and free of hazards at all times. A 6 foot clear space shall be maintained around the freezer at all times.

7. Insurance and Indemnity

- 7.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering the Premises and contents therein. Lessor will provide Lessee with a copy of any and all relevant insurance policies.
- 7.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased. Lessor will provide Lessee with a list of any such activities.
- 7.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.
- 7.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises and any common area by Lessee, its employees, agents invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Lessee shall provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.
- 7.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing; such cost to include attorneys' fees) resulting or occurring by reason of Lessee's construction on, use of, or occupancy of the Premises.

8. Damage by Fire or Other Causes

- 8.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licenses, the damage shall be repaired by Lessor at Lessor's expense. If the Premises is substantially damaged (herein defined as fifty percent (50%) or more of the cost of replacement), Lessor may elect either to repair or rebuild the leasehold or the pool building, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild instead of terminating the lease, Lessor will rebuild something substantially similar to the current Premises, and Lessee shall in a timely manner repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

9. Assignment/Subletting

- 9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.
- 9.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 9.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

- 10.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services.

11. Covenant of Quiet Enjoyment

- 11.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the leasehold.

12. Lessor's Right to Perform Lessee's Obligation

- 12.1 If Lessee defaults in any term of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

- 13.1 If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default by the Lessee by giving the Lessee written notice of the termination.

13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.

13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

14.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor upon termination of lease. Upon the expiration or termination of the lease, Lessee shall surrender the Premises in good order and condition, ordinary wear and tear excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely liable for repairing any and all damages to the Premises. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the leasehold to useable condition shall be the financial responsibility of the Lessee.

14.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written.

MOOSEWOOD NATURE CENTER

Scot Stewar

By:

Its: Board chair

CITY OF MARQUETTE,

_____, Mayor

By:

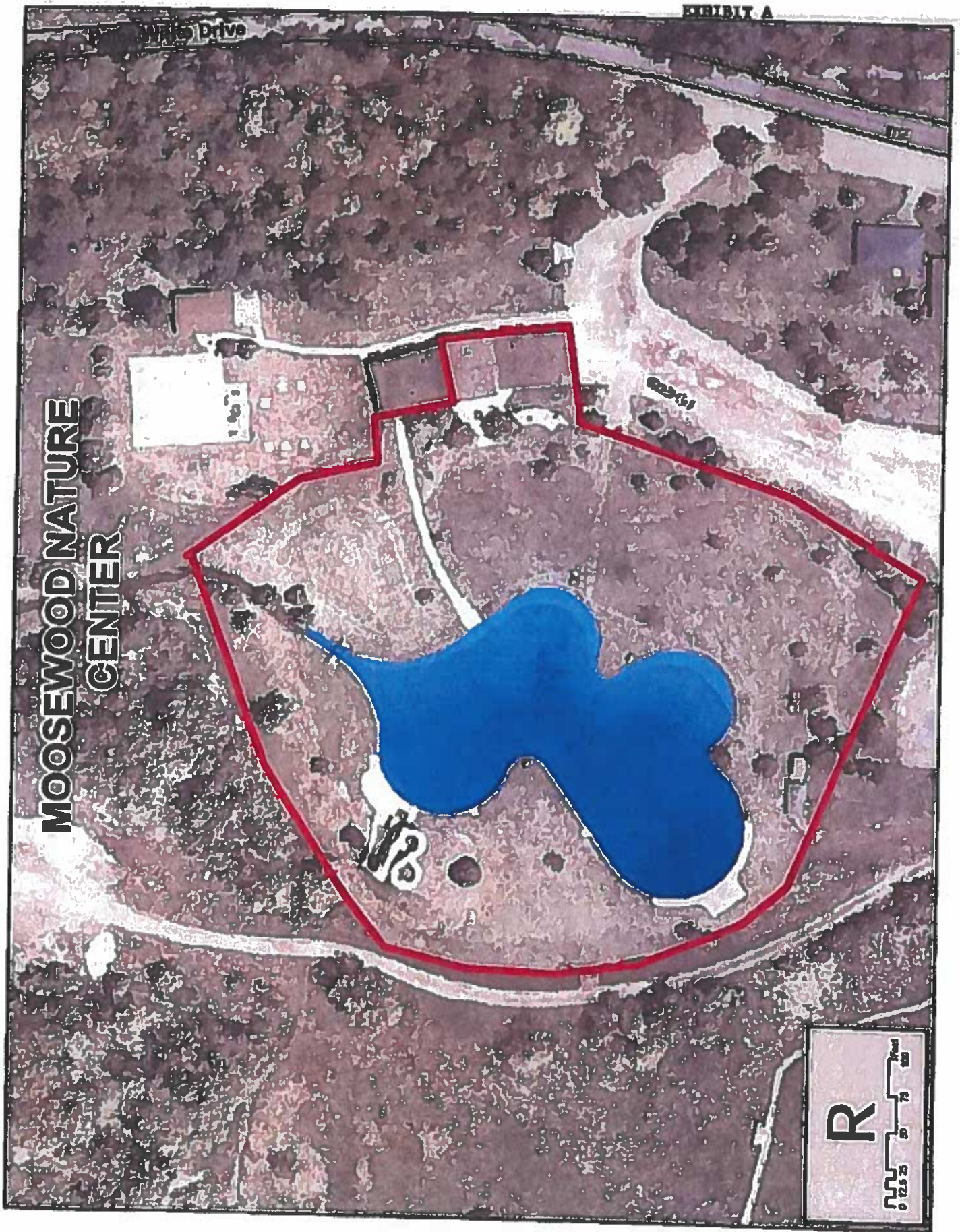
Its:

Kyle Whitney, Clerk

APPROVED AS TO FORM

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

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

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

PRODUCER Vast 300 South Front Street Marquette MI 49855	CONTACT NAME: IBU IBU PHONE (A/C, No, Ext): (906) 228-7500 E-MAIL ADDRESS: katrinam@vastsolution.com FAX (A/C, No): (906) 228-5385																					
INSURED Moosewood Nature Center, Inc. P.O. Box 773 Marquette MI 49855	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>West Bend Mutual</td><td>15350</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West Bend Mutual	15350	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 23-24**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	0776780	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS					
	☐ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured in regards to the general liability per form CG 20 11.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MARQUETTE 300 W BARAGA AVE MARQUETTE MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/20/2024

Consent Agenda - Roll Call Vote
Proclamation - Spread Goodness Day

RECOMMENDATION:

Adopt the attached proclamation.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▢ Proclamation



Proclamation Spread Goodness Day

WHEREAS, the idea of Spread Goodness Day was first created in 2017 to inspire a global day of simple goodness by encouraging individuals, schools, and organizations to show the explosive power that one act of goodness multiplied by hundreds, thousands, and maybe millions has to change the world every single day; and,

WHEREAS, in 2017 the launch was created as a global goodness day initiative, headquartered and centered around Marquette, Michigan; and,

WHEREAS, the people of Marquette rose up to create impactful Spread Goodness Day events and initiatives:

- A day that individuals, businesses, and schools committed to doing good things, celebrating goodness explosively together; and,
- A day that proves that one action can change the world; and,

WHEREAS, the local area public schools, from elementary to Northern Michigan University, participate in unique Spread Goodness Day events throughout the community:

- To create an explosive atmosphere of empowerment worldwide that the simplest acts of goodness change the world every day; and,
- To spread goodness, plain and simple; and,
- To engage schools and student organizations worldwide; and,
- To support grassroots non-profits that help people “survive with goodness” through sponsoring their fundraising events; and,

WHEREAS, local citizen Anna Dravland founded the non-profit event after experiencing the positive effects of engagement with her community, volunteerism, and social action; and,

WHEREAS, communities across the state have kept the initiative alive through the contagion of goodness sparked in Michigan and spread throughout the world; and,

WHEREAS, on the second Friday of March, we should honor the power and simplicity of goodness to change the world and positively impact our community.

NOW, THEREFORE, I, Sally Davis, Mayor of Marquette, do hereby proclaim March 8, 2024 as Spread Goodness Day in the city of Marquette, Michigan, to uplift our community and inspire the world with acts of goodness.

DATED this 20th day of February, 2024.

Sally Davis, Mayor

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/20/2024

Consent Agenda - Roll Call Vote **Recreation Master Plan Contract**

BACKGROUND:

The City's Five-Year Parks and Recreation Master Plan serves as the guiding document for recreation policies and capital improvements within the park system. The plan also is mandatory in order to apply for most state grant programs.

The City Commission approved the budget of \$50,000 to update the Five-Year Parks and Recreation Master Plan within fiscal year 2024. Staff advertised a request for proposals with a December 7, 2023 deadline. One proposal was received, from Dick Horton Consulting.

The City Commission awarded the bid to Dick Horton Consulting on December 18, 2023. Staff has worked with Dick Horton Consulting and the City Attorney to develop the contract.

Dick Horton has conducted the last three revisions of Marquette's Recreation Master Plan. This proposal includes working with Pat Coleman of North of 45 LLC and Sara R. Kirk of SRP Design Studio, LLC.

FISCAL EFFECT:

The FY 24 budget includes \$50,000 for this plan.

RECOMMENDATION:

Approve the contract with Dick Horton Consulting to develop the Five-Year Recreation Master Plan for a not-to-exceed amount of \$50,000, and authorize the Mayor and Clerk to sign the contract.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Contract, Insurance Addendum A, Horton Letter
- ▣ Proposal

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this — day of _____, 2024 between the City of Marquette, hereinafter called the “City” and Dick Horton Consulting, hereinafter called “Consultant”.

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned the parties hereby agree as follows:

Article 1

Project Name

The name of the Project shall be Parks and Recreation Master Plan Update.

Article 2

Scope of the Work

Consultant shall furnish all the material, services, supplies, tools, equipment, labor and other engineering services necessary to perform work as described in the Consultant’s proposal to the City of Marquette dated December 4, 2023 (attached as Exhibit A).

Article 3

Time of Completion

The completion date of this project is September 30, 2024.

Article 4

Terms and Conditions

Consultant shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

City will arrange and provide access to each site upon which it will be necessary for Consultant to perform its work unless otherwise stated in the proposal. In the event work is required on any site not owned by the City, City represents and warrants to Consultant that City has obtained all necessary permission and authority, in writing, for Consultant to enter upon the site and conduct its work. City shall, upon request, provide Consultant with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Consultant, which Consultant also agrees to abide by. Any work performed by Consultant with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by Consultant pursuant to this Agreement, shall be deemed as being done on behalf of City. Consultant shall take reasonable measures and precautions to minimize damage to

each site and any improvements located thereon as the result of its work and the use of its equipment and shall reasonably restore the site to its prior condition.

FEE:

Services and reimbursable costs will be billed on a monthly basis as per the proposal requirements, but the total amount to be paid by City for such services and costs shall not exceed \$50,000.

BILLINGS/PAYMENTS:

Consultant shall invoice for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due and payable within sixty (60) days of the date of the invoice; except for a 10% contingency hold-back which will be retained from each invoice by City until the final invoice is paid. Invoices over sixty (60) days past due may be charged interest on the unpaid balance at the highest lawful rate as allowed under Michigan Law. Consultant may, after ten (10) days' written notice to the City, suspend performance of services until all past due amounts are paid.

INDEMNITY:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused, in whole or in part, by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of consultants, sub-consultants, contractors, sub-contractors, agents, employees or others that contract with the Consultant regarding this contract or anyone for whom Consultant is legally liable.

INSURANCE:

Without limiting any of its obligations and liabilities, Consultant, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Michigan, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.

2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the City.

3. **Primary Coverage.** The Consultant's insurance shall be primary insurance as respects City and any insurance or self insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute to it.

4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.

5. **Waiver.** The policies for Workers' Compensation and General Liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.

6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7. **Policies and Endorsements.** City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

8. **Certificates of Insurance.** Prior to commencing services under this Contract, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificate shall identify this Contract by referencing the project name and/or project number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination.

9. **Sub-Consultants/Contractors.** Consultant shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The Consultant shall carry Workers' Compensation and Employer's Liability insurance coverage as required by law and deemed necessary for its own protection.

In case services are subcontracted, the Consultant will require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by Consultant.

If Consultant is a sole proprietor, see Addendum A for modification of the terms pertaining to Workers' Compensation insurance.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services.

D. Commercial General Liability

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

E. Professional Liability

The Consultant retained by the City, to provide the engineering services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Services as evidence by annual Certificates of Insurance.

F. Property Coverage - Valuable Papers

Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

INDEPENDENT CONSULTANT:

The relationship between the City and Consultant created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and/or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by a Consultant authorized representative.

SEVERABILITY/SECTION HEADINGS/SURVIVAL/WAIVER:

In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of Consultant arising out of breach of this Agreement by City shall be effective unless in writing signed by Consultant and supported by separate consideration.

OWNERSHIP OF DOCUMENTS:

All documents produced by the Consultant under this Agreement shall remain the property of the City and may be used by the City for any other endeavor without the written consent of the Consultant.

APPLICABLE LAWS:

Unless otherwise specified, the Agreement shall be governed by the laws of the State of Michigan.

PURCHASING AGENT DESIGNATION AND AUTHORITY:

Jon Swenson is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Purchasing Agent and shall be binding on the City and Consultant.

The parties have made and executed this Agreement the day and year first above written.

Signed this _____ day of _____, 2024.

CONSULTANT
DICK HORTON CONSULTING

Dick Horton
By: Dick Horton

Address: _507 Norris, Pittsburg, Kansas 66762

Telephone #: 816.210.318_____

THE CITY OF MARQUETTE,
MICHIGAN, OWNER

Sally Davis, Mayor

Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney

ADDENDUM A

To the extent that a Consultant is a sole proprietorship and is unable to acquire the Workers' Compensation insurance as required by paragraph B. of the Professional Services Agreement to which this Addendum is attached, the City hereby waives the Workers' Compensation insurance requirement if the following criteria are met prior to commencement of services under the Professional Services Agreement ("Agreement"):

1. Consultant provides City a copy of its federal identification number;
2. Consultant provides City with a copy of its Articles of Organization, Articles of Incorporation, or Business Registration filed with Consultant's local municipality, if/as applicable;
3. Consultant acknowledges that Consultant will receive an IRS form 1099 from the City;
4. Consultant provides all materials and equipment required to perform the agreed upon services;
5. Consultant acknowledges that he/she may realize a profit or suffer a loss as a result of services rendered under the Agreement;
6. Consultant provides a sworn statement to the City, which includes the following information:
 - a. That Consultant is a sole proprietor and has no employees;
 - b. That Consultant is available to and does perform work for other municipalities or entities, including a listing of other such municipalities or entities that the Consultant is currently or has recently provided services to;
 - c. That Consultant performs specific services for set fees agreed upon in advance, and that Consultant is responsible for its own expenses, taxes, insurance, etc. that are incurred in performing such services;
 - d. That Consultant does not primarily depend upon this Agreement for its annual income; and
 - e. That Consultant maintains a separate place of business, including the address of such place of business;
 - f. That Consultant acknowledges that he/she is not eligible to claim Workers' Compensation under the City's policy and that he/she specifically waives the right to make any claim for such benefits in the event of any injury or illness during the term of the Agreement.

CONSULTANT

Dick Horton
Dick Horton

Address: 507 NORRIS
PITTSBURGH KANSAS 66762

Telephone #: 916.210.3818

THE CITY OF MARQUETTE,
MICHIGAN, OWNER

Sally Davis, Mayor

Kyle Whitney, Clerk

I am the sole owner of Dick Horton Consulting

Dick Horton Consulting operates as a sole proprietorship

I acknowledge that I will receive an IRS form and 1099 form from the City;

I will provide all materials and equipment required to perform the agreed upon services;

I acknowledge that I may realize a profit or suffer a loss as a result of services rendered under the Agreement;

I have no employees;

I am available to and do perform work for other municipalities and have attached a listing of other such municipalities or entities that I am currently or have recently provided services to;

I perform specific services for set fees agreed upon in advance, and that I am responsible for my own expenses, taxes, insurance, etc. that are incurred in performing such services;

I do not primarily depend upon this Agreement for my annual income; and maintain a separate place of business located at 507 Norris in Pittsburg, Kansas;

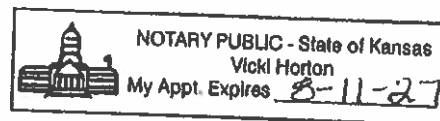
I acknowledge I am not eligible for Workers' Compensation under the City's policy and specifically waive the right to make any claim for such benefits in the event of an injury or illness during the term of the Agreement.

Dick Horton

Dick Horton

Vicki Horton

Vicki Horton Notary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2024

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

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

PRODUCER Ryan Insurance 2308 S. Broadway P.O. Box 106 Pittsburg KS 66762		CONTACT NAME: Annetta Trammell PHONE (A/C No. Ext.): (620) 231-3500 FAX (A/C No.): (620) 231-3763 E-MAIL ADDRESS: atrammell@ryaninsurance.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Co. NAIC # 23850	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	PHBX21002079	03/17/2023	03/17/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHBX21002079	03/17/2023	03/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$
	OCCUR CLAIMS-MADE						AGGREGATE \$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHSD1774657	03/17/2024	03/17/2024	Each Claim \$1,000,000 Aggregate \$1,000,000 Deductible Per Claim \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project - Parks and Recreation Master Plan Update

It is hereby agreed City of Marquette, its agents, representatives, directors, officials and employees are named as Additional Insured with respects to General Liability on a Primary and Non-Contributory Basis.

Waiver of Subrogation applies to the City of Marquette, its agents, representatives, directors, officers, and employees with respect to General Liability

CERTIFICATE HOLDER City of Marquette 300 W. Baraga Ave. Marquette MI 49855	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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AGENCY CUSTOMER ID: 00014821

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

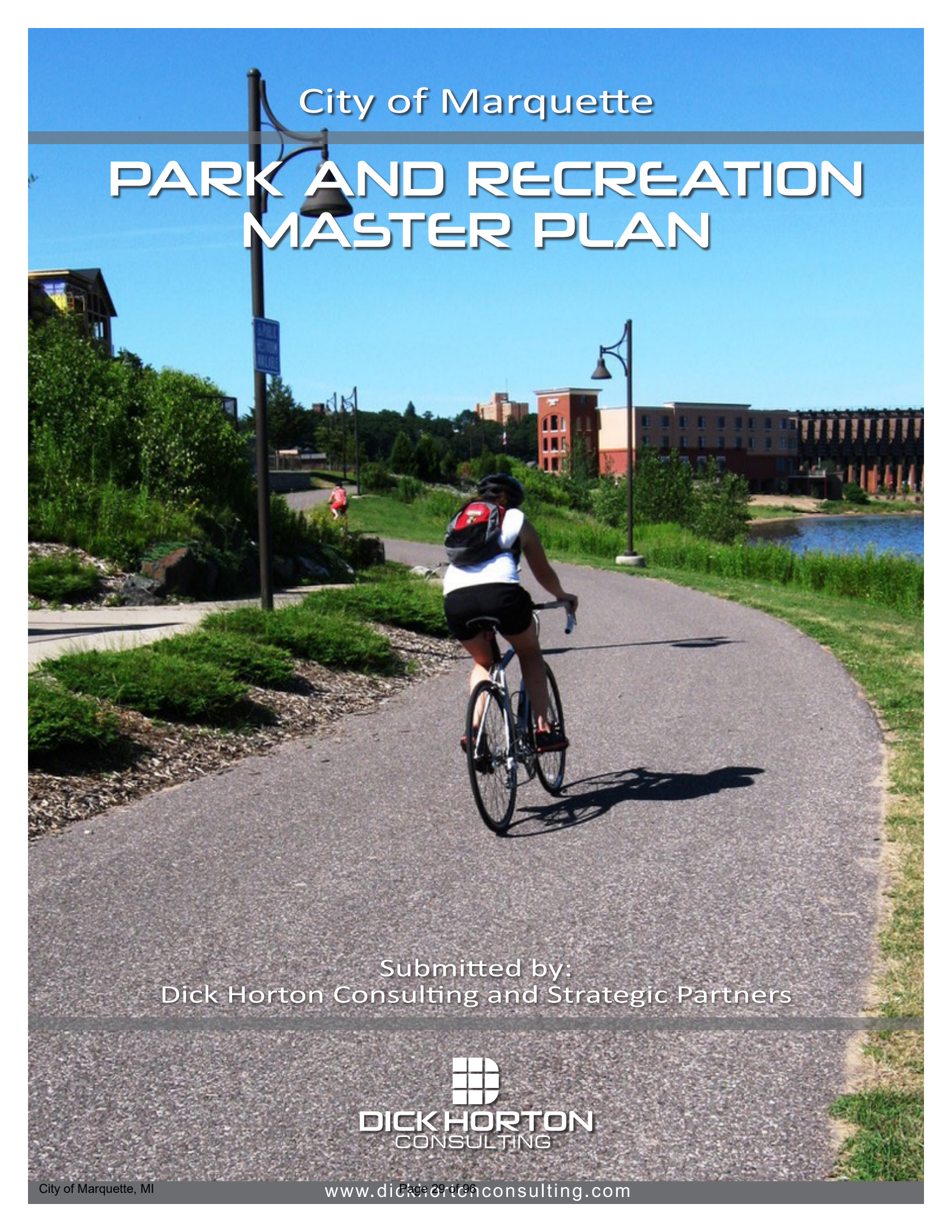
AGENCY Ryan Insurance		NAMED INSURED Dick Horton Consulting	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

30 Day Direct Notice of Cancellation will be mailed directly by the insurance carrier.

A person is cycling away from the camera on a paved path in a park. The path curves to the right. In the background, there are green trees, a body of water, and several buildings under a clear blue sky. A street lamp is visible on the left side of the path.

City of Marquette

PARK AND RECREATION MASTER PLAN

Submitted by:
Dick Horton Consulting and Strategic Partners



December 4, 2023

City of Marquette
ATTN: Katie Burnette, Finance Department
300 W. Baraga Avenue
Marquette, MI 49855

RE: RFP 23-12

Dear Ms. Burnette:

As I submit the credentials for my consultant team for this very important project, I am fully aware of its importance to the City of Marquette. In part, my awareness of the Master Plan's importance dates back to 2006 when I was the project manager and author of the 2006 Master Plan and again in 2011 and 2018.

My review of the city's needs as detailed in the RFP resulted in my selection of three (3) subject matter experts to ensure that the final master plan is exactly what is needed. The experts I added are:

- Patrick Coleman, AICP who is the owner of North of 45 LLC
- Sara Kirk, ASLA who is the owner of the SRP Design Studio LLC

In my proposal, I have tried to showcase my lifetime commitment to both the Park and Recreation Profession as a consultant and as a public servant by serving as a Director of Parks and Recreation in Missouri, Kansas and New Mexico.

My background positions me to have an in-depth understanding of city government and all matters pertaining to park and recreation planning, management and operations. This unique background has proven to pay dividends for my clients throughout the United States and I am confident that Marquette will be no different.

Your Friend in Parks and Recreation,



Dick Horton, AICP (American Planning Association)
Fellow (American Academy of Park and Recreation Administration)

Cover Letter	i
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Project Scope	29-28
Testimonials	39
Certificate of Liability Insurance	40



Name, Address and Phone Number

Dick Horton Consulting
507 Norris
Pittsburg, Kansas 66762
c) 816.210.3818

Geographic Location of Company's Principal Office

Just south of Kansas City in Pittsburg, Kansas
The local office for the project will be at North of 45 LLC located near Marquette at Hancock, Michigan

Number of Years in the Park and Recreation Profession and the Consulting Business

24 years in the consulting business and entire career in the park and recreation profession

The percentage of time spent on such studies/projects

100% with my core service of park system master planning

Size of Staff

I am the only staff member of DHC; however, this works to the advantage of both myself and for my clients for this reason:

- Each project, just like Marquette, receives the benefit of DHC adding subject matter experts to his team who have the specific skills and values that are the best match for those of the City of Marquette.

Timeline

DHC guarantees completion of the project within the time frame that is detailed in the RFP.

Project Fee

The advertised fee of \$50,000 is acknowledged and DHC will provide all the services required, including all expenses, to develop a master plan that meets or exceeds the city's expectations.

Table: Key Personnel

Name	Firm	Project Role
Dick Horton, AICP	Dick Horton Consulting	Project Manager Author of the draft and final reports Recreation Program Analysis Develop the survey instrument Facilitate public meetings Demographics update Funding sources review and update Level of service review Future trends analysis Organizational assessment All tasks not otherwise mentioned
Pat Coleman, AICP	North of 45 LLC	Assist with meeting facilitation Assist with redundancies between the city and others Obtain maps, aerial photos, plans and surveys from others Review other city plans Analyze congruence between existing land use and city master plans
Sara Kirk, ASLA	SRP Design Studio LLC	Universal Accessibility Analysis Mapping

Citizens of Marquette

Dick Horton Consulting

Dick Horton, AICP

Project Manager

SRP Design Studio LLC

Sara Kirk, ASLA

Universal Accessibility/Mapping

North of 45 LLC

**Pat Coleman,
AICP**

Community Planner and Local Contact

Other subject matter experts and support staff needed are routinely employed or contracted by DHC as the need arises.

Dick Horton began his consulting career in 1999. It began following many years in the park and recreation profession where he served as a Director of Parks and Recreation in Missouri, Kansas, and New Mexico and as a Regional Director for an eleven state area for the National Recreation and Park Association.

Since 1999, his national consulting practice has resulted in completed projects in 30 states and an international project in Canada. His clients include cities, counties, not-for-profit organizations, and the U.S. Navy.



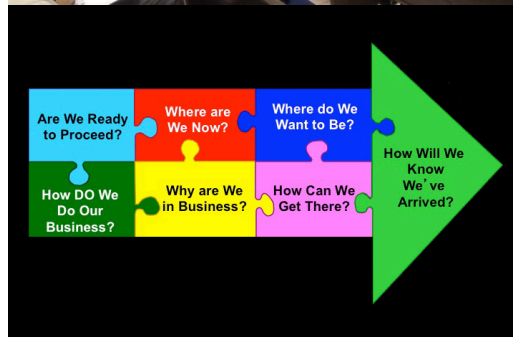
PLANNING

World Class Community Engagement
 Visioning
 Master, Strategic, and Tactical Planning
 Scenario Planning
 Level Of Service (LOS) and Maintenance Management Analysis
 Recreation Program Analysis
 Economic Impact Assessment of Special Events and Sports Tourism
 Pricing and Cost Recovery Analysis



EDUCATION

Citizen Involvement - Best Practices
 Economic Impact of Sports and Special Events
 Pricing And Cost Recovery Concepts
 How to Write a Cost Recovery Policy
 Success Principles The Use of Imagery to Reach Consensus
 Visioning - How to Create and Implement a Vision Statement
 Measurements to Succeed By



CONSULTING

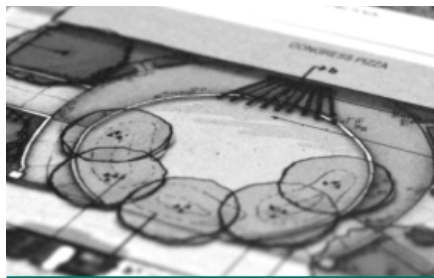
Organizational Assessment
 Communication Audits
 Process Evaluation
 Partnership Analysis



TRAINING

Customer Service
 Process Management
 Planning - The Approach
 Communication Versus Connecting

PROJECT EXPERIENCE



Sara Kirk, ASLA has over 15 years of experience in the field of landscape architecture and has worked on project locations ranging from Georgia to Alaska. The following is a list of selected previous project experience.

park and recreation

- AuTrain Trailhead Development - AuTrain Township, MI
- Gladstone Sports Park Master Plan, Gladstone, MI
- **Richland Creek Greenway - Nashville, TN [2006 TN ASLA Merit Award]**
- White Bridge Renovation/Trail Connection - Nashville, TN
- Bellevue Greenway - Nashville, TN
- McCabe Community Center - Nashville, TN
- Adelia Park - Nashville, TN
- Gulch Greenway Master Plan - Nashville, TN
- Shelby Park Master Plan - Nashville, TN
- Richland Park Master Plan - Nashville, TN
- Raven's Glen and Ethel's Woods Master Plan - Grayslake, IL

planning

- Odenaang Sustainable Development Code - Sault Ste. Marie, MI
- Odenaang Development Plan - Sault Ste. Marie, MI
- Forest County Potawatomi Land Use Plan - Crandon, WI
- Valdez Urban Beautification Plan, Valdez, AK
- Hematite Heights Recreation Area - Ishpeming, MI
- Burns Landing Master Plan Updates - Powell Township, MI
- Hendersonville Town Center Master Plan - Hendersonville, TN
- Mt. Juliet Town Center Master Plan - Mt. Juliet, TN
- Landscape Master Plan/MNAA (Metropolitan Nashville Airport Authority) - Nashville, TN
- Bedford Avenue Streetscape Master Plan - Nashville, TN

site planning & design

- Interpretive Center Amphitheater, New Town, ND
- Gladstone Farmers Market Concept, Gladstone, MI
- Ishpeming Gateway Improvements - Ishpeming, MI
- Hill Center Belle Meade - Nashville, TN
- **Annandale - Nashville, TN [2009 TN ASLA Merit Award]**
- CONRAC (Rental Car Facility and Plaza)/MNAA (Metropolitan Nashville Airport Authority) - Nashville, TN
- John C. Tune Airport Entry/MNAA - Nashville, TN
- **Schermerhorn Symphony Center - Nashville, TN [2007 TN ASLA Merit Award]**
- Various Private Residences - Tennessee and Michigan

transportation

- Altran Bus Station - Munising, MI
- TARI (Terminal Access Road Improvements)/MNAA (Metropolitan Nashville Airport Authority) - Nashville, TN
- State Route 840 Schematics and Landscape Restoration - Williamson County, TN
- Union City Corridor Plan - Union City, GA
- **Memphis MPO Bicycle & Pedestrian Plan - Memphis, TN [2005 TN ASLA Honor Award]**
- **MPO Bicycle & Pedestrian Plan - Nashville, TN [2010 Best Project Award, ITE]**
- Northeast Corridor Study - Nashville, TN

environmental graphics

- **Loveless to Leiper's: Natchez Trace Corridor Initiative - Nashville, TN [2007 TN ASLA Merit Award]**
- Maryville Streetscape Wayfinding and Interpretive Signage - Maryville, TN
- Ensworth High School Sustainable Design Interpretive Signs - Nashville, TN
- Nashville Symphony Firefighter's Memorial - Nashville, TN
- **Deaderick Streetscape Signage - Nashville, TN [2010 TN ASLA Honor Award]**
- Brentwood Bikeways, Interpretive Signs - Brentwood, TN
- Maryville Civic Arts Center - Maryville, TN
- Mack Hatcher Parkway, Interpretive Signs, Franklin, TN
- Independence Grove Site Map, Libertyville, IL

health care & institutional

- St. Ignace Elder Housing - St. Ignace, MI
- Allve Wellness Center, Hayes Green Beach Memorial Hospital - Charlotte, MI
- West Park Memorial Hospital - Cody, WY
- Bedford Medical Office Building - Nashville, TN
- Erlanger Wellness Center - Chattanooga, TN
- University School of Nashville - Nashville, TN
- Ensworth High School Campus (multiple projects) - Nashville, TN
- Ensworth Red Gables Campus (multiple projects) - Nashville, TN

North of 45, LLC

...responsive urban and town planning

Patrick Coleman, AICP, is a highly versatile urban and town planner with more than 30 years of experience serving both urban and rural communities in the Upper Great Lakes Region and Alaska. His skills and experience encompass community master plans, land use and zoning, economic development, downtown revitalization, urban design and placemaking, recreation plans, trail development, and Tribal/Native community planning.

Listening, understanding the needs of clients, good communication and being responsive are key to Patrick's success as a planning consultant.

Patrick is a strong advocate for citizen involvement and public participation in the community planning process. He has organized and facilitated numerous public planning charrettes, workshops, and public hearings. His philosophy is to create the right environment to make people feel comfortable expressing their concerns and ideas. Listening and documenting community input, and shaping the resulting concepts and plans to reflect community consensus characterize the public processes he has facilitated.

Planning in northern communities or "winter cities" must address the unique needs and opportunities of the winter season. Patrick is internationally known for his work to help communities identify unique winter opportunities, design solutions and projects that enhance winter's positive attributes, pedestrian comfort, management and maintenance considerations. He leads the Winter Cities Institute, an online resource for northern communities found at www.wintercities.com.

Patrick works independently for clients and can assemble and serve on multi-disciplinary design teams to meet specific project needs.

Planning and Development Services

- **Master/Comprehensive Plans**
- **Downtown Revitalization Studies and Strategies**
- **Public Planning Process Facilitation**
- **Community Recreation Plans**
- **Park Master Plans**
- **Grants and Funding Strategies**
- **Form Base Codes**
- **Sustainability Planning**
- **Zoning Ordinance Updates and Entitlement Permitting**
- **Urban Design and Placemaking Studies**
- **Pedestrian and Bicycle Enhancement Planning**
- **Highway Corridor Studies**
- **Facility Development Feasibility Studies**
- **Planning Commission Training**
- **Tribal and Native Community Planning**

Education:

M.A. Urban and Regional Studies, 1978

B.S. Urban and Regional Studies, 1977

Minnesota State University-Mankato

Professional Affiliations:

American Institute of Certified Planners (since 1986)

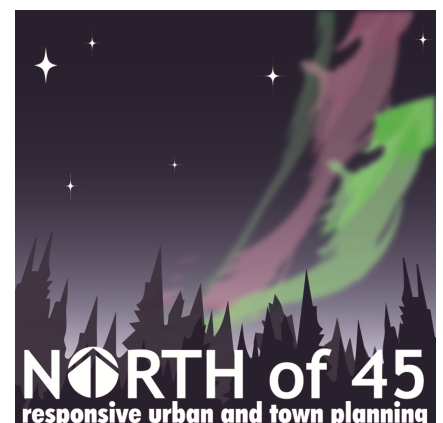
Michigan Chapter, American Planning Association

CEO:

Winter Cities Institute
www.wintercities.com

Contact:

Patrick J. Coleman, AICP
48684 N Grosse Pointe Rd.
Hancock, MI 49930
906.370.9953 (cell)
pcoleman@northof45llc.com





DICK HORTON, AICP

CAREER PARK AND RECREATION PROFESSIONAL

Given the seriousness of the current economic crisis and numerous other political and management issues, Mr. Horton understands that agencies are challenged in ways that may require a person with his background to provide professional assistance. To that end, Mr. Horton offers an in-depth understanding of national best practices, innovations, and solutions that clients throughout the United States and Canada have taken advantage of.

Mr. Horton's experience in the profession is on three levels:

- Director of Parks and Recreation in Missouri, Kansas, and New Mexico
- Regional Director for the National Recreation and Park Association for an 11 state area in the Midwest and Southwest
- National consultant for cities, counties, and the U.S. Navy in over 30 states

CONTACT



816-210-3818



RICHARDHORTON971@GMAIL.COM



DICKHORTONCONSULTING.COM



507 NORRIS DRIVE
PITTSBURG, KANSAS 66762

EDUCATION

MASTER OF SCIENCE
PHYSICAL EDUCATION
PITTSBURG STATE UNIVERSITY

BACHELOR OF SCIENCE
RECREATION ADMINISTRATION
PITTSBURG STATE UNIVERSITY

AFFILIATIONS

APA | Certified Urban Planner

NRPA | Certified Park & Recreation Planner

AAPRA | Fellow in the American Academy of
Park & Recreation Administration

DTM | International Toastmasters



PUBLICATIONS

- Co-author of a white paper on "Level of Service Analysis for Parks, Facilities, Recreation, and Quality of Life; 2010
- Co-author of an article on "Management of Community Centers" for the Missouri Park and Recreation's Magazine; 2009
- Author of a white paper on the "Pros and Cons of Park System Lighting" that was distributed through the National Recreation and Park Association's network; 2002
- Co-author of a Park Maintenance and Management Plan for Los Alamos, New Mexico. The Plan was recognized by the New Mexico Recreation and Park Association for excellence and an award was given; 1995

AWARDS & CERTIFICATIONS

- Certified Planner (AICP) through the American Planning Association; 2000 – Certification #016292
- Service Award from Western Region Service Center of the National Recreation and Park Association
- Graduate of National Executive Development School of the National Recreation and Park Association
- "Outstanding Professional" in the State of New Mexico
- Graduate of Western Revenue Sources Management School of the National Recreation and Park Association
- Certified Parks and Recreation Professional (CPRP) by the National Recreation and Park Association; Certification #30018
- Recipient of a statewide award from the State of New Mexico for developing a Park Maintenance & Management Plan
- Fellow in the American Academy of Park and Recreation Administration (AAPRA)
- Distinguished Toastmaster (DTM), one of 3,500 in the world. 2020

Resume

Landscape Architect



Sara R. Kirk, ASLA, LEED AP, is a landscape architect and founder of SRP Design Studio. She is a member of the American Society of Landscape Architects and currently holds licenses in Tennessee, Michigan and Minnesota. Sara graduated with honors from Michigan State University in 2002 with a Bachelor of Landscape Architecture with a specialization in environmental studies. Her areas of focus include park and recreation, community planning, site design and streetscape projects. Sara has extensive experience with sustainable design, in both planning and implementation.

LANDSCAPE ARCHITECT

SRP Design Studio, LLC, 2013 - Present

PROFESSIONAL REGISTRATIONS

State of Tennessee, registration no. 785

State of Michigan, registration no. 1541

State of Minnesota, registration no. 58230

USGBC LEED v2.2 Accredited Professional

SELECTED ORGANIZATIONS

American Society of Landscape Architects (ASLA), 2003 - Present

Village of Benzonia Planning Commission, 2019 - Present

Crystal Lake & Watershed Association: Land Use Committee, Advisory Role, 2019-Present

Iron Mountain Main Street Design Committee, 2010 - 2013

SIGMA Lambda Alpha, 2002

EDUCATION

Michigan State University, East Lansing, MI Bachelor of Landscape Architecture (BLA) with a Specialization in Environmental Studies, 2002

SELECTED PAST EXPERIENCE

Landscape Architect, UPEA, Inc., Marinette, WI, 2010 - 2013

Landscape Architect, Hawkins Partners, Inc., Nashville, TN, 2003-2010

Landscape Architect, Lake County Forest Preserve District, Grayslake, IL, 2002-2003

SELECTED RECENT PROJECT EXPERIENCE

- *Sunset Station, Beach Restoration, Picnic & Play Area - Arcadia Township, MI*
- *Lakeshore Drive Corridor Rehabilitation - Houghton, MI*
- *Railroad Point/Outlet Carry-In Access Site Concept Plan - Benzie County, MI*
- *Peshigo Boat Launch (WI DNR) - Marinette, WI*
- *Henes Park Master Plan and Trail Concepts - Menominee, MI*
- *Elder Center and Trail Overlook - Granite Falls, MN*
- *Pere Marquette Park Improvements, Concept Plans - Muskegon, MI*
- *Rockport State Recreation Area Concepts - Rockport, MI*
- *Autrain Park and Kayak Launch - Autrain Township, MI**
- *Schwemwood Park and Trailhead Concept Plan - Marquette Charter Township, MI**
- *Richland Creek Greenway Concepts and Construction Documents - Nashville, TN**
- *Shelby Bottoms Greenway Improvements and Signage - Nashville, TN**

** denotes project completed during employments at a previous firm.*



Sara Kirk, ASLA has over 15 years of experience in the field of landscape architecture and has worked on project locations ranging from Georgia to Alaska. The following is a list of selected previous project experience.

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- Gladstone Sports Park Master Plan, Gladstone, MI
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- McCabe Community Center - Nashville, TN
- Adelicia Park - Nashville, TN
- Gulch Greenway Master Plan - Nashville, TN
- Shelby Park Master Plan - Nashville, TN
- Richland Park Master Plan - Nashville, TN
- Raven's Glen and Ethel's Woods Master Plan - Grayslake, IL

planning

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- Odenaang Development Plan - Sault Ste. Marie, MI
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- Bedford Avenue Streetscape Master Plan - Nashville, TN

site planning & design

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- CONRAC (Rental Car Facility and Plaza)/MNAA (Metropolitan Nashville Airport Authority) - Nashville, TN
- John C. Tune Airport Entry/MNAA - Nashville, TN
- **Schermerhorn Symphony Center - Nashville, TN [2007 TN ASLA Merit Award]**
- Various Private Residences - Tennessee and Michigan

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- Altran Bus Station - Munising, MI
- TARI (Terminal Access Road Improvements)/MNAA (Metropolitan Nashville Airport Authority) - Nashville, TN
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- Northeast Corridor Study - Nashville, TN

environmental graphics

- **Loveless to Leiper's: Natchez Trace Corridor Initiative - Nashville, TN [2007 TN ASLA Merit Award]**
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- Ensworth High School Sustainable Design Interpretive Signs - Nashville, TN
- Nashville Symphony Firefighter's Memorial - Nashville, TN
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- Mack Hatcher Parkway, Interpretive Signs, Franklin, TN
- Independence Grove Site Map, Libertyville, IL

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- Allve Wellness Center, Hayes Green Beach Memorial Hospital - Charlotte, MI
- West Park Memorial Hospital - Cody, WY
- Bedford Medical Office Building - Nashville, TN
- Erlanger Wellness Center - Chattanooga, TN
- University School of Nashville - Nashville, TN
- Ensworth High School Campus (multiple projects) - Nashville, TN
- Ensworth Red Gables Campus (multiple projects) - Nashville, TN



Patrick J. Coleman, AICP

Resume

Education

Minnesota State University-Mankato
M.A. Urban and Regional Studies, 1978
B.S. Urban and Regional Studies, 1977

Professional Affiliations

American Institute of Certified Planners (AICP) since 1986
Michigan Chapter of the American Planning Association
Winter Cities Institute (www.wintercities.com)

Summary

Extensive experience in project management, community planning, urban design, economic development, financial packaging, architecture/engineering firm management, and leadership.

- Owner/Principal of North of 45 LLC, Responsive Urban and Town Planning since 2014.
- 27 years with U.P. Engineers & Architects. 9 years as Principal and 7 years as President.
- 3 years in Anchorage, Alaska (2008-10) as Senior Planner for USKH, Inc.
- Considerable experience with community planning, urban design, and placemaking.
- Leads the **Winter Cities Institute**, an organization promoting the livability and sustainability of northern communities. (www.wintercities.com)
- Presenter/Speaker at numerous regional, state and international conferences.

Selected Related Project Experience

Michigan

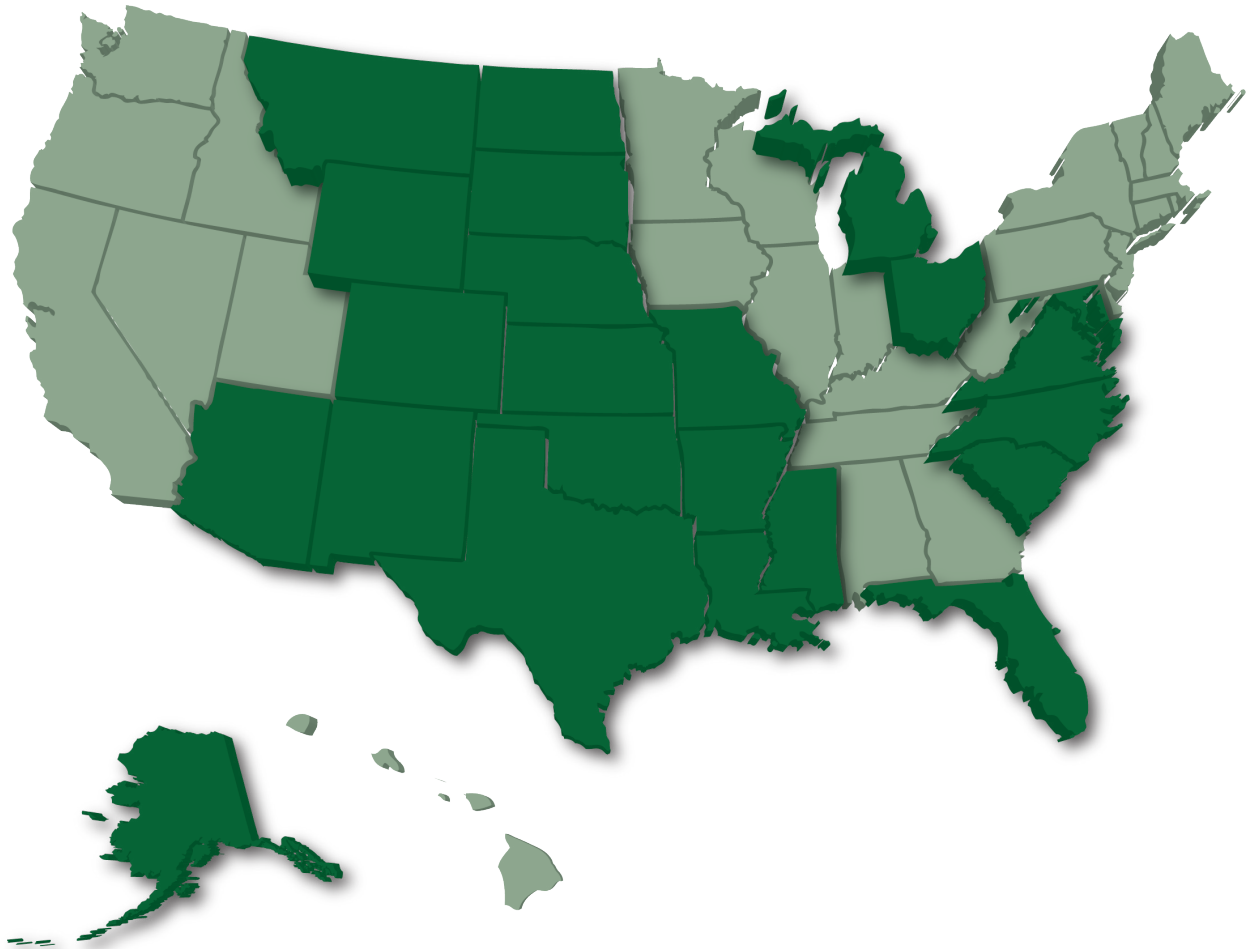
City of Marquette Master Plan with BRI (current project)
MEDC Winter Strategies Guidebook
Chassell Township Master Plan
Village of Ontonagon Master Plan
Community Engagement, City of Houghton
City of Bessemer Master Plan
Marquette, MI: Land Development Code
Menominee, MI: Downtown Urban Design Plan
Numerous other master plan, zoning ordinance, and urban design projects

Alaska

Valdez, Alaska: Urban Design Plan
Homer, Alaska: Homer Spit Master Plan
Wasilla, Alaska: Comprehensive Plan
Anchorage, Alaska: West Anchorage Plan
Whittier, Alaska: Shotgun Cove Plan

48684 N. Grosse Pte. Rd.
Hancock, MI 49930
906.370.9953
pcoleman@northof45llc.com
www.northof45llc.com





Dick Horton Consulting is a national park and recreation planning practice with one international project in Canada. Selected projects completed by DHC are in the table.

State/Country	City/County	Project Type
Alaska	Fairbanks	Athletic Field Study
Arizona	Sahuarita	Park and Recreation Master Plan
Arkansas	Springdale, Cabot	Park and Recreation Master Plan
Canada	Lethbridge	Operations Analysis
Florida	Hillsborough County	Park and Recreation Master Plan
Kansas	Emporia, Newton, Spring Hill, De Soto and Chanute	Park and Recreation Master Plan
Louisiana	Baton Rouge New Orleans	Park and Recreation Master Plan Governance/Best Practice Study
Maryland	Solomons for the U.S. Navy	Youth Center Study
Michigan	Marquette	Park and Recreation Master Plan
Mississippi	Meridian for the U.S. Navy	Food Service Analysis
Missouri	Platte County, Clay County, Kansas City, Olivette, Clay County, Independence, Rolla, Joplin, Ozark, Mexico	Park and Recreation Master Plan
New Mexico	Los Alamos	Park and Recreation Master Plan
North Carolina	Wake County	Park and Recreation Master Plan
Ohio	Dublin	Recreation Program Analysis
Oklahoma	Edmond Shawnee Moore	Aquatic Study Park and Recreation Master Plan Park and Recreation Master Plan
South Carolina	Dorchester County	Park and Recreation Master Plan
Texas	Longview Sherman Lakeway Williamson County The Woodlands	Park and Recreation Master Plan Park and Recreation Master Plan Park and Recreation Master Plan Park and Recreation Master Plan Community Center Study
Virginia	Oceana Naval Station	Youth Center Study

MARQUETTE, MI



2006, 2011, and 2018 Park and Recreation Master Plans

Project Type:

Community Planning for Parks and Recreation

While working for another firm, BWR of Kansas City, Dick Horton was hired by the City of Marquette in 2006 to complete a Park and Recreation Master Plan. The purpose of the study was to inventory and analyze the condition of existing major parks and recreation facilities while providing a vision for new parks and facilities which would be supported by elected officials and taxpayers.

Key components of the study included a needs assessment survey to determine citizen preferences for programs and facilities, extensive public engagement opportunities, review of partnership opportunities, identification of potential capital and operations funding sources, reviews of existing conditions of facilities from a physical and programming perspective, a benchmarking study of other providers to see where the City of Marquette was with others on key issues.

Dick was hired in 2011, and again in 2018, as part of a team with Pat Coleman who is now the owner of North of 45 LLC to complete the five year update of the 2006 master plan.



KANSAS CITY, MISSOURI



Park System Master Plan

Project Type:

Parks & Landscape
Architecture

Client:

Platte County, Missouri
Parks and Recreation

Contact:

Mark McHenry
Director of Parks and Recreation
816.513.7504

Dick Horton, while working at another firm, co-created the first parks, recreation and boulevards master plan since 1963 for the Board of Parks and Recreation Commissioners. Development of the plan included the inventory of parks and facilities, community input and a citizen survey, a national benchmarking study plus demographic trends and financial systems analysis. A review was included of the existing developer's ordinances as well as a visioning process with senior staff and the Board of Parks and Recreation Commissioners.

The project outcomes from the final report included:

- The importance of customizing neighborhood parks to address surrounding demographics and needs.
- The value of modifying the existing financial accounting system to equip staff with data at a program and service level to make management decisions more efficient and effective.
- Recognition that park types have changed thus the need to re-evaluate its choices or land acquisition and park development with an eye on the development of more interconnected linear greenway parks.
- Development of parks and facilities, which address current trends for aquatic facilities, recreation center facilities, signature parks, and linear parks.
- Recognition that the department cannot be everything to everyone. The department's role must be evaluated in recognition of the fact that it serves local, regional, national and international publics.
- The high value placed by citizens on the parkway and boulevard system and the need to ensure that future policies and resource allocations are in alignment with the original design of the landscape architect, George Kessler.



SAHUARITA, ARIZONA



Park System Master Plan

Project Type:
Parks & Landscape
Architecture

Client:
Parks, Recreation,
Trails and Open Space

Contact:
Debbie Summers
Director
520.625.2731

The town of Sahuarita is a small town that is experiencing rapid growth. As major roadways are being expanded, and new housing developments continue to be constructed, the Park and Recreation Department needs to determine the location of future parks as well as provide recreation services for the growing population. The town also needs to plan the connection of existing and proposed communities to parks by way of pedestrian/bicycle trails.

While working for another firm, Dick Horton provided the town of Sahuarita with a Parks, Recreation, Trails and Open Space Plan that will identify future park and recreation needs, recognize existing and proposed pedestrian/bicycle trail connections, and encourage greenway development along the Santa Cruz River that will connect to the new Town Center area. The plan featured maps that documented the threatened and endangered species and combined strategies of conservation and open space preservation to protect all species. A capitol improvements plan was created that calculated the cost of standard development costs for different park types and specific costs for proposed parks.



SPRINGDALE, ARKANSAS



Park System Master Plan

Project Type:
Parks & Landscape
Architecture

Contact:
Don Bohannon, Director of Parks &
Recreation
479.750.8185

The city of *Springdale, Arkansas* hired Dick Horton while working for another firm as the project manager and senior planner to develop its Park System Master Plan. At the highest level, the goal was to determine if current park needs were being met and to also determine what the future needs in the park system should be.

Faced with a rapidly growing population that was more diverse, younger rather than old, and richer rather than poorer, the community was focused on how best to allocate its resources to meet the greatest need.

The community was engaged in the planning process by using a statistically valid citizen survey, key stakeholder interviews, focus groups, and numerous public meeting venues. We learned from citizens that their preferences included support for:

- increased funding for operations, maintenance and capital expenditures
- partnerships with the school district to acquire/develop park land near schools
- development of new athletic fields
- development of a feasibility study for a contemporary community center
- acquisition of land for parks in the southern and southeastern parts of the city
- development of Bayyari Park in the northeast and further development of Randall B. Tyson and J.B. Hunt Parks to provide equitable access throughout the community to quality parks
- development of a comprehensive trail plan and emphasis on looped trails around school facilities



WAKE COUNTY, NORTH CAROLINA



Park System Master Plan

Project Type:
Parks & Landscape
Architecture

Client:
Wake County
Park, Recreation and
Open Space Department

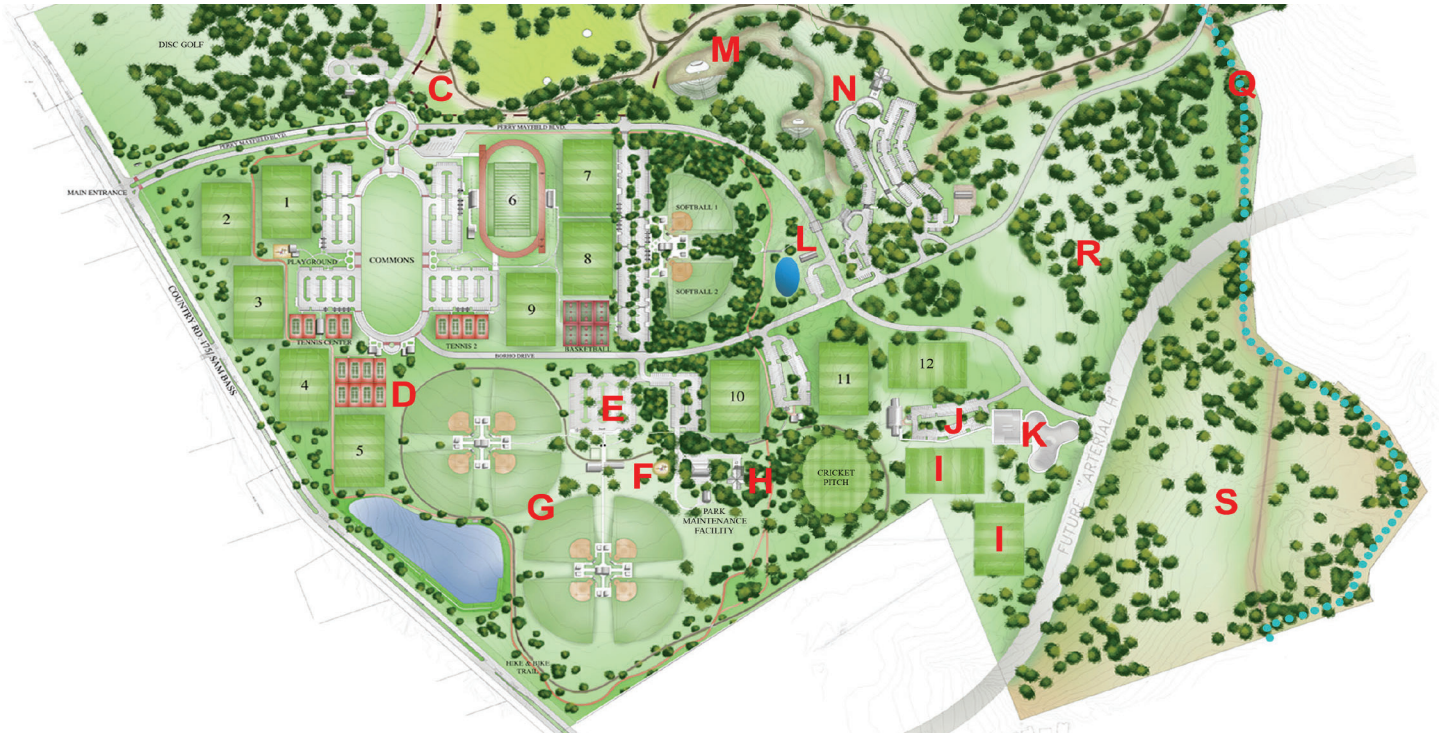
Contact:
Timothy Maloney
Project Manager
919.856.6678

While working for another firm, Dick Horton was the Project Manager for the development of the *Wake County, N.C.* comprehensive park system master plan.

The Division of Parks and Recreation of Wake County identified a need to evaluate the County's existing facilities and determine needs and opportunities necessary to meet future demands in an increasingly suburban society. The Division needed to re-establish the County's role as a park and recreation provider in the area, as municipalities and other providers provided much of the existing park space. Major issues for Wake County were low levels of service in certain areas and poor connectivity between parks and facilities from all providers in the County. Existing park and recreation services were analyzed to determine strengths and weaknesses. Through input from several stakeholder interviews, public meetings and a citizen survey, recommendations were made for improving the existing system by acquiring land for new County parks, pursuing partnership agreements with other park and recreation providers, making the County more environmentally conscious, creating a County trail and greenway system, and improving marketing strategies to inform the public of the County's park and recreation services. The final plan specifically defined the County's role in parks and recreation and listed a number of goals that the County should strive for. Each goal was supplemented by recommended strategies to be implemented by the County to serve a larger portion of its population.



WILLIAMSON COUNTY, TEXAS



Park System Master Plan

Project Type:
Parks & Landscape
Architecture

Client:
Williamson County, Texas

Contact:
Jim Rodgers, Director
Parks and Recreation Department
350 Discovery Boulevard
Cedar Park, TX 78613

While working for another firm, Dick Horton was the project manager for the development of the **Williamson County** comprehensive park system master plan. Two principal reasons that Dick was selected:

- The County had a relatively new Department of Parks and Recreation, thus many first-time decisions were being made that would affect the County forever. Because Dick had developed several master plans for cities/counties who were in the same position, Dick was the best choice
- One of the first-time decisions being made by the County related to the identification of the business that it should be in. In other words, should resources be allocated to active recreation facilities? Should resources be allocated to recreation programming? Again, Dick had unique experience in recreation program planning, recreation facility planning, and most importantly with organizational assessments which resulted in specific recommendations for the questions mentioned above

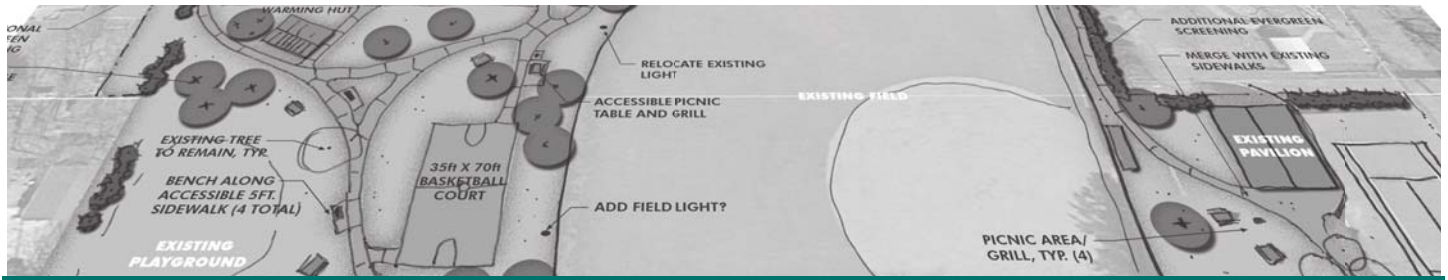


To develop the master plan, Dick provided the County with:

- An active public involvement process which included public meetings, key stakeholder interviews, focus groups with incorporated cities and special interest groups in the county, and numerous public presentations to the Commissioners Court
- A statistically valid citizen survey of 400 households from a distribution to 2,000 households. Survey results provided valuable insights relative to citizen preferences for park types, trails, recreation facilities, recreation programs, and park amenities such as athletic facilities, pavilions, etc.
- A conceptual plan of the major regional park which is called the Southwest Regional Park. The conceptual plan provided locations for trails, athletic facilities, pavilions, conservation areas, pavilions, restrooms, parking, etc.
- An evaluation of the park system and recreation facilities which resulted in the identification of the strengths, weaknesses, and opportunities at each sites
- A series of G.I.S. maps which identified significant recreation facilities provided by both the County and others; location of all county-owned parks, by type; location of all trails; location of streams; and, topography
- An analysis of other planning documents which may affect the parks and recreation master plan; for example, other CORPS planning documents, the Texas State Outdoor Recreation Plan (TORP), and incorporated cities and municipal utility districts (MUD's)

The final report included recommendations and deliverables such as:

- a series of G.I.S. Maps intended to graphically portray the location of all parks, trails, and facilities
- needed changes to the organizational structure necessary to implement the master plan
- policies that should be adopted to assist staff with management decisions relative to cost recovery for services provided, partnerships, etc.
- guidelines/standards to be used by the County relative to the acquisition of land and provision of recreation facilities
- level of maintenance that should be provided to meet citizen expectations
- partnerships that are necessary to leverage county resources as parks, trails, and facilities are developed
- the importance and specifics relative to where new greenways/trails should be developed



LIONS PARK MASTER PLAN - Marquette Township, MI.

Scope of Work. Worked with Township Staff to visualize needed improvements for the small neighborhood park. The park was surrounded by a number of large old trees that required sensitive planning and design options to fit the needed parking and sidewalk additions.

Role. Worked with the Township Park and Recreation Committee to develop the master plan. Met with the Committee and provided conceptual plan options, opinion of costs and then a final master plan to be used to secure grant funding.

Date Complete. Spring 2013

* completed while employed at UPEA, Inc.

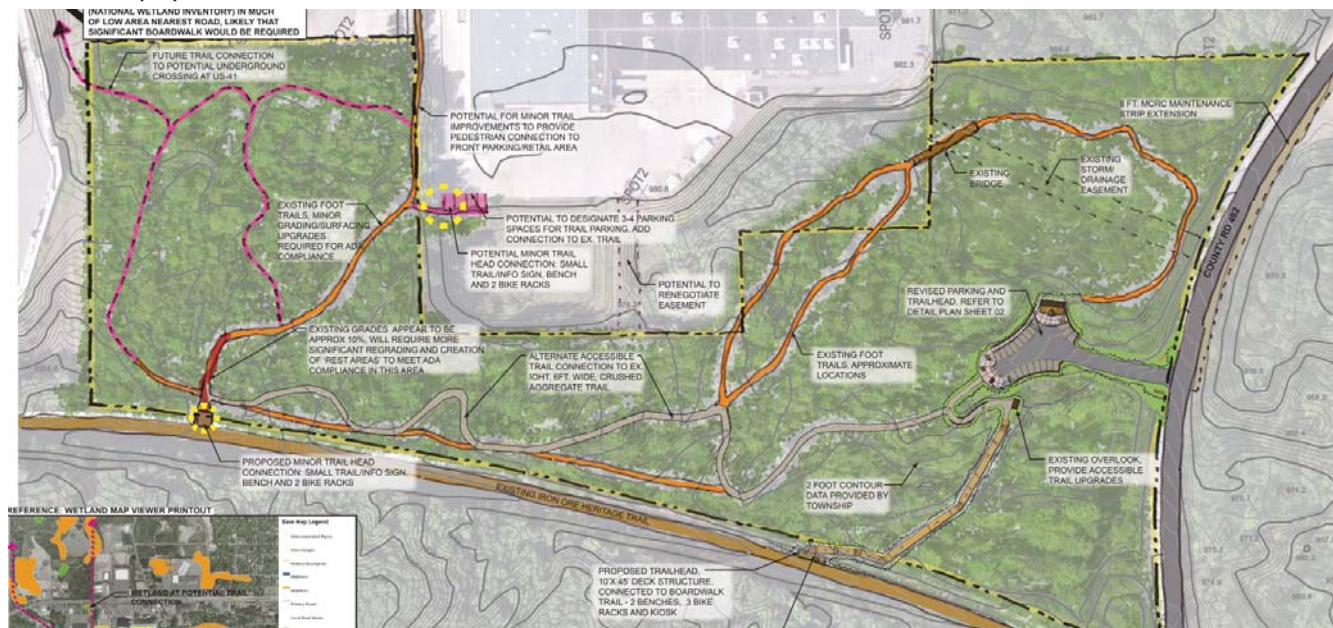


SCHWENWOOD PARK MASTER PLAN



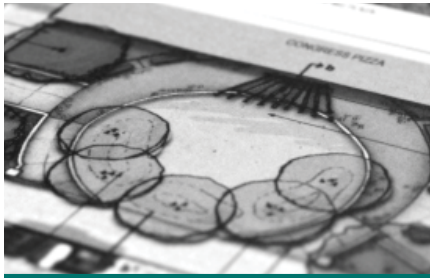
Role. Worked with the Township Park and Recreation Committee to develop a plan of action and route the future trails. Provided conceptual plan options and a final master plan and opinion of costs to be used to secure grant funding.

* completed while employed at UPEA, Inc.





PROJECT EXPERIENCE



Sara Kirk, ASLA has over 15 years of experience in the field of landscape architecture and has worked on project locations ranging from Georgia to Alaska. The following is a list of selected previous project experience.

park and recreation

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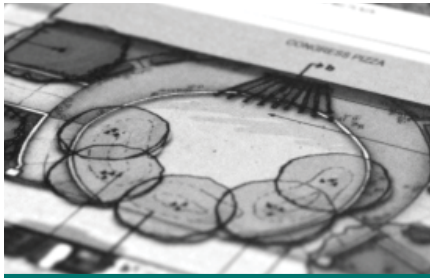
environmental graphics

- **Loveless to Leiper's: Natchez Trace Corridor Initiative - Nashville, TN [2007 TN ASLA Merit Award]**
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- Forest County Potawatomi Land Use Plan - Crandon, WI
- Valdez Urban Beautification Plan, Valdez, AK
- Hematite Heights Recreation Area - Ishpeming, MI
- Burns Landing Master Plan Updates - Powell Township, MI
- Hendersonville Town Center Master Plan - Hendersonville, TN
- Mt. Juliet Town Center Master Plan - Mt. Juliet, TN
- Landscape Master Plan/MNAA (Metropolitan Nashville Airport Authority) - Nashville, TN
- Bedford Avenue Streetscape Master Plan - Nashville, TN

site planning & design

- Interpretive Center Amphitheater, New Town, ND
- Gladstone Farmers Market Concept, Gladstone, MI
- Ishpeming Gateway Improvements - Ishpeming, MI
- Hill Center Belle Meade - Nashville, TN
- **Annandale - Nashville, TN [2009 TN ASLA Merit Award]**
- CONRAC (Rental Car Facility and Plaza)/MNAA (Metropolitan Nashville Airport Authority) - Nashville, TN
- John C. Tune Airport Entry/MNAA - Nashville, TN
- **Schermerhorn Symphony Center - Nashville, TN [2007 TN ASLA Merit Award]**
- Various Private Residences - Tennessee and Michigan

transportation

- Altran Bus Station - Munising, MI
- TARI (Terminal Access Road Improvements)/MNAA (Metropolitan Nashville Airport Authority) - Nashville, TN
- State Route 840 Schematics and Landscape Restoration - Williamson County, TN
- Union City Corridor Plan - Union City, GA
- **Memphis MPO Bicycle & Pedestrian Plan - Memphis, TN [2005 TN ASLA Honor Award]**
- **MPO Bicycle & Pedestrian Plan - Nashville, TN [2010 Best Project Award, ITE]**
- Northeast Corridor Study - Nashville, TN

environmental graphics

- **Loveless to Leiper's: Natchez Trace Corridor Initiative - Nashville, TN [2007 TN ASLA Merit Award]**
- Maryville Streetscape Wayfinding and Interpretive Signage - Maryville, TN
- Ensworth High School Sustainable Design Interpretive Signs - Nashville, TN
- Nashville Symphony Firefighter's Memorial - Nashville, TN
- **Deaderick Streetscape Signage - Nashville, TN [2010 TN ASLA Honor Award]**
- Brentwood Bikeways, Interpretive Signs - Brentwood, TN
- Maryville Civic Arts Center - Maryville, TN
- Mack Hatcher Parkway, Interpretive Signs, Franklin, TN
- Independence Grove Site Map, Libertyville, IL

health care & institutional

- St. Ignace Elder Housing - St. Ignace, MI
- Alive Wellness Center, Hayes Green Beach Memorial Hospital - Charlotte, MI
- West Park Memorial Hospital - Cody, WY
- Bedford Medical Office Building - Nashville, TN
- Erlanger Wellness Center - Chattanooga, TN
- University School of Nashville - Nashville, TN
- Ensworth High School Campus (multiple projects) - Nashville, TN
- Ensworth Red Gables Campus (multiple projects) - Nashville, TN

Name & Title	Contact Information
Jeff Hammond, Director <i>Park & Recreation Department</i> <i>Salina, Kansas</i>	300 W. Ash Street Salina, Kansas 67401 p) 785-309-5765
Chris Cotten, Director <i>Park and Recreation Department</i> <i>Kansas City, Missouri</i>	4600 East 63rd Street Kansas City, MO 64130 p) 816-513-7504
John Powers, Assistant General Manager <i>The Woodlands, Texas</i>	8203 Millennium Forest Drive The Woodlands, TX 77381 p) 936-672-2204
Samantha Payne, Director <i>Park and Recreation Department</i> <i>Ozark, Missouri</i>	1530 West Jackson Street Ozark, Missouri 65721 p) 417.581.7002

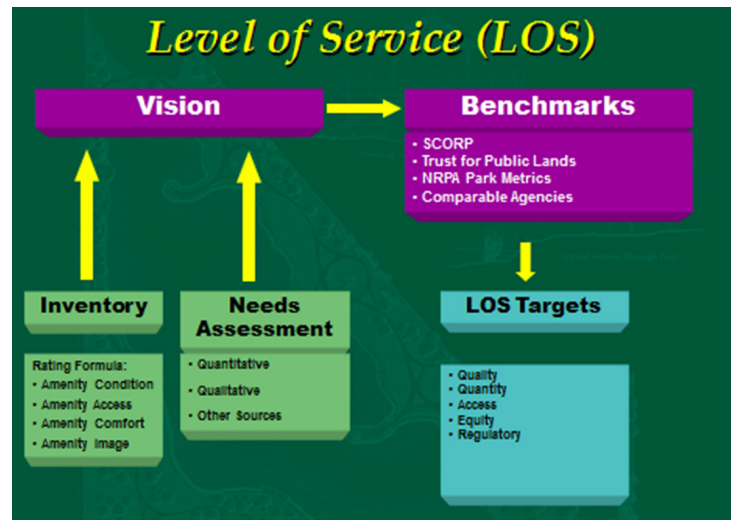
Introduction

Clients need and benefit from “cutting edge innovations” that result in outcomes that help them make informed decisions about how best to allocate their resources. Innovative tools that DHC utilizes in his practice include these categories:

- data development and interpretation
- consensus-building
- resource allocation prioritization
- management best practices
- recreation program analysis
- program and service pricing
- organizational assessment
- maintenance management

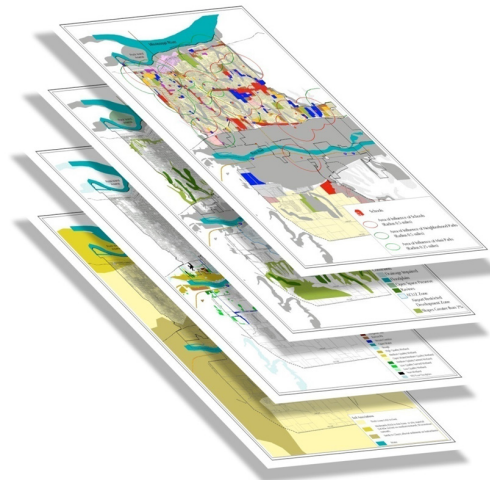
Level of Service Process

1. Inventory and assign a rating
2. Data collection in quantitative, qualitative and other available sources
3. Create a Vision
4. Utilize benchmarks for additional data
5. Develop LOS targets



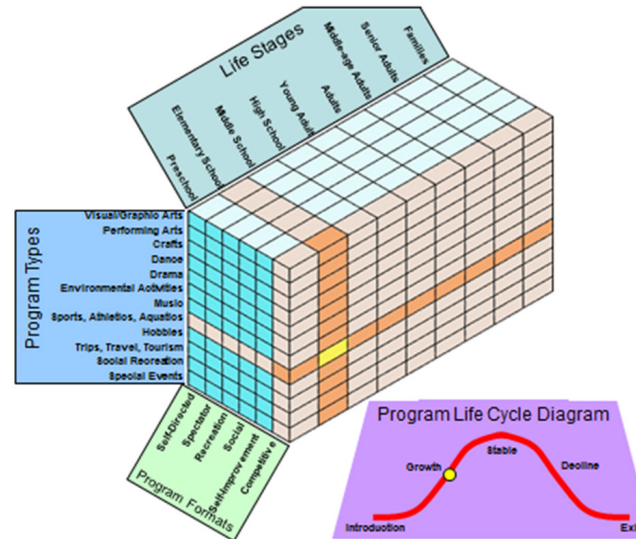
Park System Assessment using G.I.S. Technology

- Needs Assessment Data
 - Quantitative
 - Qualitative
 - Other Sources
- Park Assessment Ratings
- Access to Quality Facilities
- Access to Quality Programs
- Cultural Resources
- Environmental Issues
- Demographics – Existing



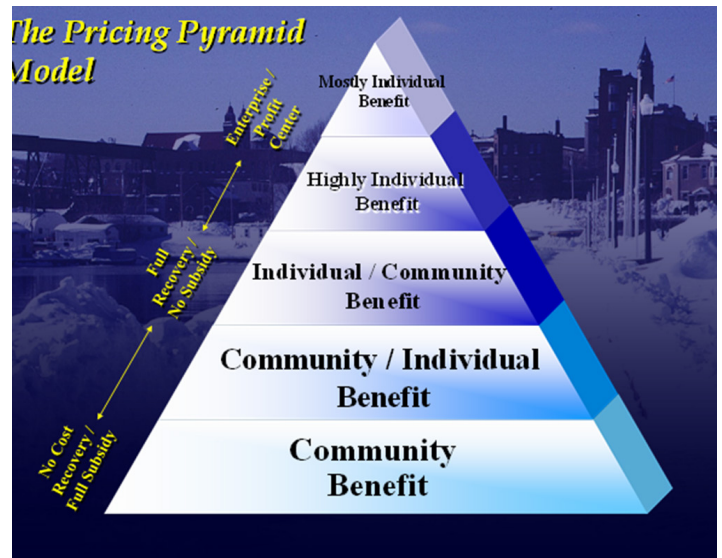
Recreation Program Analysis

- Demographics - Projected
- Evaluate the implications of the Mission Statement
- Evaluate programs by type, format, and life stages
- Evaluate the life cycle of each program
- Analyze national, regional, and local trends
- Review sociographic and demographic data by neighborhood
- Identify other providers by type
- Determine core services
- Determine the provider role the agency should embrace; direct provider, partnerships
- Understand the best use of social media and main stream media to promote programs



Pricing Methodology

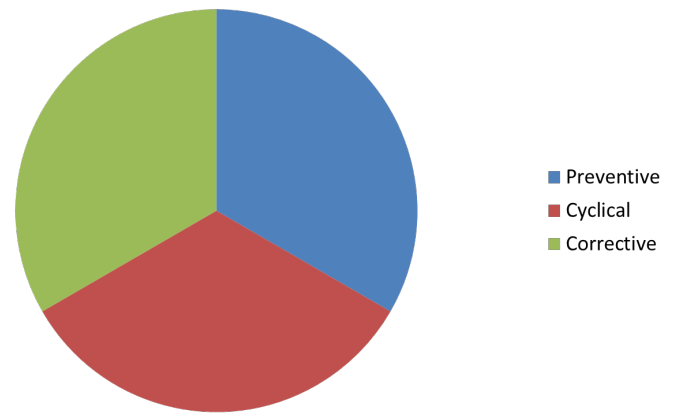
1. Evaluate the agency's Mission to understand its pricing objectives
2. Determine who benefits from each program offered
3. Quantify all costs for each program offered
4. Develop the percentage of costs that will be recovered from each of the participant categories shown in the Pricing Pyramid
5. Factor in differential pricing; e.g.
 - Participant categories
 - Product
 - Place
 - Time
 - Quantity of use
 - Incentives



Maintenance Assessment Methodology

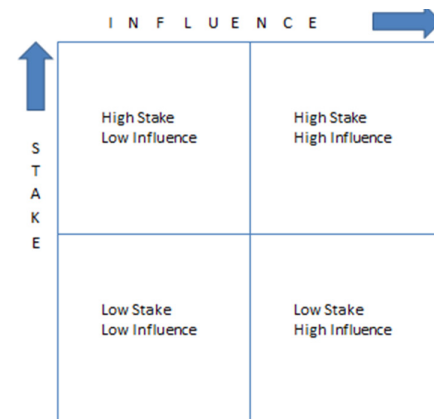
Components:

1. Park Inventory
2. Asset Inventory
3. Maintenance Activities Defined
4. Service Levels
5. Workload Quantification
6. Work Standards
7. Resources Defined
8. Work Plan and Schedule
9. Maintenance Standards
10. Data Capture and Reporting



Prioritization Tool

A useful tool when determining how best to differentiate among options for pursuit of competing projects. It is important to seek input from knowledgeable staff and/or strategic partners to seek an honest assessment of the agency's stake and influence. Another acceptable category option would include: control/mission



Capital Improvement Priorities

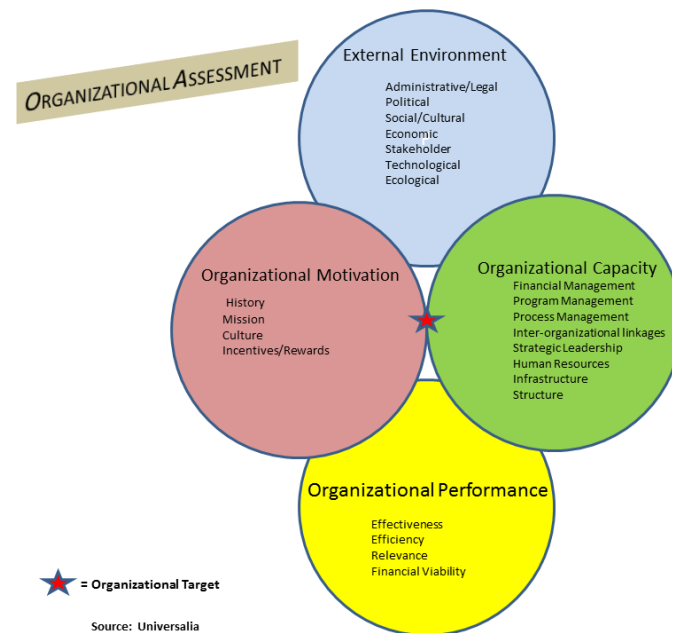
Consensus-Building Tools

An effective tool when working with citizens to determine the best allocation of resources for planned improvements. The most effective/quantifiable tool to determine community-at-large priorities is to utilize a statistically valid citizen survey.

Questions	Average of All Respondents	City Council	Park & Recreation Board	Service Area Residents	Community-at-Large
A pavilion is important	8.8	9.1	8.3	8.3	9.5
A playground is important	7.6	8.1	8.8	7	8.5
Parking in the park is important	7.4	8.4	6.4	6.8	8
A sprayground is important	6.7	7.3	6	7	6.5
Horticulture/landscape quality is important	7.7	7.6	7.7	7	8.5
A trail is important	7	7.8	8.5	7.5	4
Benches are important	4.7	2.9	5.5	5.8	4.5
Drinking fountains are important	4.8	3.9	4.7	6	4.5
NOTE: 0 indicates that there is no support - 10 indicates total support					

Organizational Assessment

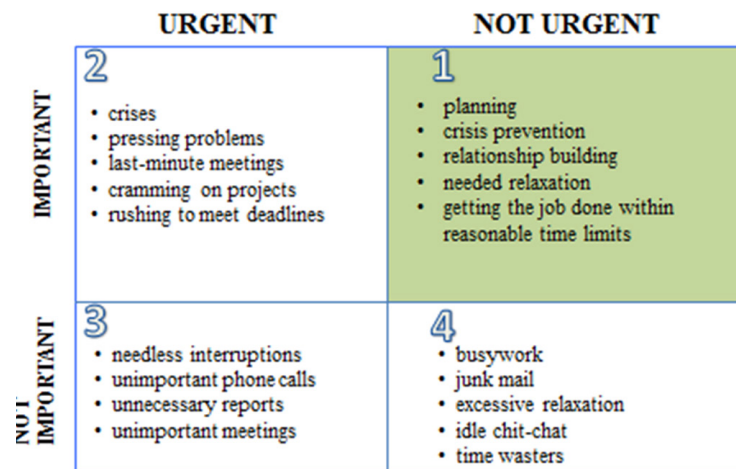
Each organization evolves over time and occasionally loses its focus, and/or, is impacted by the political process in a way that affects negatively its effectiveness and efficiency. The process used by DHC surfaces issues that should be corrected if the agency chooses to position itself to reach its goals.



Time Management

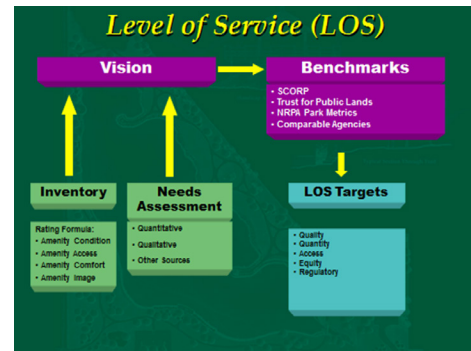
Is time occupied in categories #2, #3, and #4 for work that is both not important and not urgent?

Or, is time spent in category #1 where work is not urgent but extremely important.



Introduction

The consultant will meet or exceed each of the tasks as outlined in the Scope of Services. Our intention is to apply sufficient energy, citizen interaction, and team knowledge to a “transformational mindset” that we will surely identify things that may have been unexpected when the process began. Each of the tasks listed in the Project Scope will fit into the LOS Graphic shown below.



Public Engagement Process

The public input process will be very well organized and in an order that must be followed to maximize results. Of extreme importance is the timing of the citizen survey and the use of its results to precede all public meetings. Here is the process as it works best:

1. **Key stakeholder interviews** to identify key issues facing the community. The identification of key issues lends itself to the development of the survey instrument with the ETC Institute. As listed in the RFP, the consultant will meet with the Lake Superior Community Partnership, Travel Marquette, the Marquette Chamber of Commerce and other partners who are identified during the planning process.
2. Facilitation of **focus groups**/community conversations to probe more deeply into the results of the citizen survey. As listed in the RFP, the consultant will meet with six standing committees for their input. Those committees are: Arts and Culture Committee, the Parks and Recreation Advisory Board, the Harbor Advisory Committee, the Planning Commission, City Commission, and the Presque Isle Park Advisory Committee.
3. Facilitation of a minimum of three **community meetings** in locations to be determined by the city.
4. Presentation to the city commission to present the **final report**.

Maintenance Assessment

To assess maintenance of the park system to determine if it is positioned to provide the level of service that is aligned with citizen preferences, city commission and administration directives.

The consultant will evaluate the three types of maintenance (preventive, cyclical, and corrective) and the service level of which there are four. The assessment outcome will quantify the gap, if there is one, between resources and responsibilities.

Park System Assessment

All parks within the system will be evaluated. Some of the evaluation criteria is shown below:

- e. General state and condition
- f. Compatibility with surrounding neighborhoods
- g. Compatibility with surrounding communities
- h. Compatibility with amenities offered by and through the District
- i. Aesthetics/design
- j. Safety/security
- k. ADA compliance
- l. Public access and connectivity with neighborhoods
- m. Program capacity and compatibility with users
- n. Partnership and sponsorship opportunities
- o. Revenue generating opportunities

Demographics

The consultant will utilize census data to analyze households by type, income, educational level, ethnicity, density, and gender.

Additionally, data will be selected to show overall population density, growth projections by age group, and locations where families live according to: aspiring young families, moderate income households, prosperous empty-nesters, and family foundations. All of this data will be used to create a series of G.I.S. Maps to portray the data and to assist with making informed decisions about where best to provide programs, services, parks, facilities, and trails.

Park and Program Distribution

As needed, the consultant will develop a series of maps that are overlaid with data from program analysis, demographics, facility analysis, existing city standards and citizen preferences from the citizen survey and public input process. This analytical process will determine if there are gaps between the demands that citizens have and the supply that is currently provided by the city.

Facility Assessment/Universal Accessibility

Recreation Facilities - All recreation facilities will be analyzed by the consultant to determine their physical, functional and universal accessibility rating.

- From a physical perspective, an inventory form will be developed which includes a general assessment of the physical conditions of recreation facilities to determine if its condition is supportive of the program that it is scheduled for.
- From a functional perspective, an inventory form will be developed which includes criteria needed to assess the functional condition of the facilities which is needed to evaluate their ability to meet, and/or, adapt to programming needs. For example, the size of an active recreation facility such as a recreation center is very important. The larger the size, the more amenities can be made available to offer more services.
- From a universal accessibility perspective, the consultant will evaluate parks and facilities to ensure they meet the Architectural Barriers Act (ABA). This Act addresses accessibility standards for facility and site designs and addresses equal opportunity for all program areas. Activities within buildings, interpretation, hiking, walking, picnicking, swimming, and camping are examples of program areas and must provide equal opportunity per Section 504 of the Rehabilitation Act.

Benchmarking with National Standards

The consultant will utilize the park system assessment, facility assessment, public engagement process, and other anecdotal data to determine the level of service (LOS) that is best suited for the Marquette Park System. This LOS will be used to benchmark with:

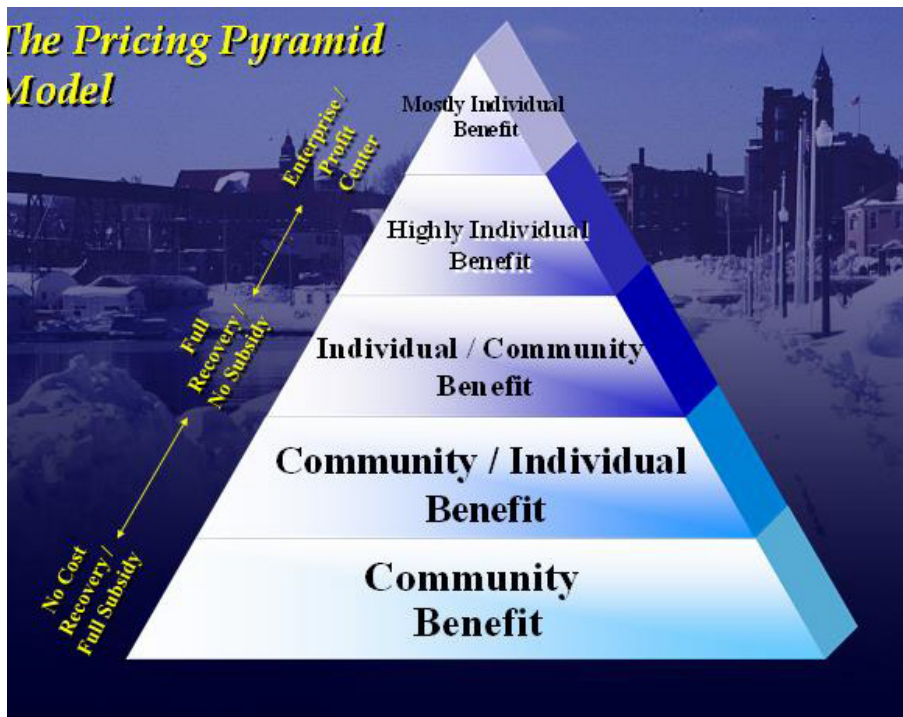
- NRPA Park Metrics (formerly PRORAGIS)
- Trust for Public Lands (TPL) research
- The State of Michigan SCORP Plan, and
- Other national Best Practices

Ultimately, this process will allow the consultant to recommend a set of unique Marquette targets (standards) that it should adopt for future resource allocation.

Fee Structure Analysis

The consultant will utilize the Pricing Pyramid as shown below as the core of the discussion surrounding the fee structure analysis process. Although the process is complex, it is simplified in the following steps:

- Quantify all costs associated with a program/facility
- Determine who benefits from the program/facility
- Determine the proportion of costs which the price should recover
- Determine the going rate
- Examine the appropriateness based on participant category, product, place, time, quantity of use and incentives
- Consider psychological dimensions

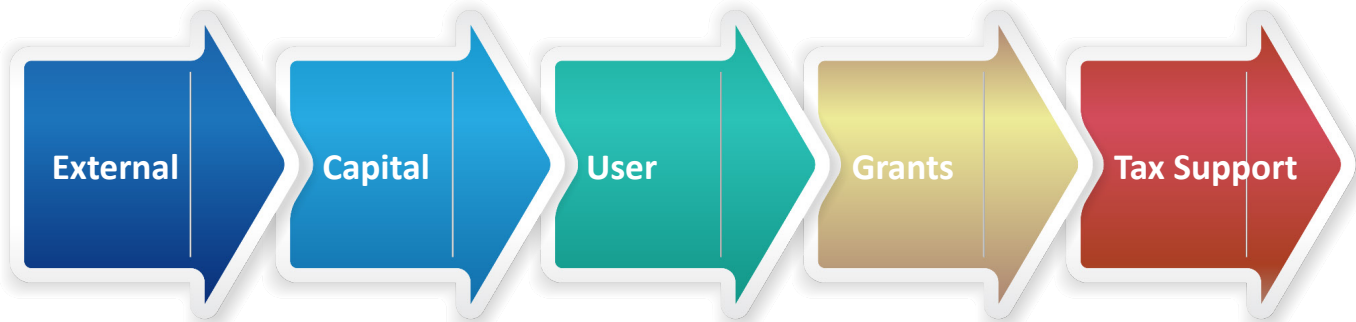


Budget Analysis

Components of the DHC budget analysis approach will be as follows:

- Review all existing capital budget commitments for accuracy
- Determine if and how much the existing capital budget commitments will change when the 2018 Master Plan is completed
- Analyze the Department's historical capacity for maintaining what it has at an acceptable level as determined by citizens in the statistically valid survey and other anecdotal sources
- If there is a gap between the resources that will be required to meet future demands and currently available resources, the consultant will identify the magnitude of the gap

Future Revenue Sources



Agencies throughout the United States are utilizing in excess of 100 different approaches to funding. Those approaches are generally included in the five categories shown above in the graphic. The DHC Team will determine which approaches are the best fit for the city of Marquette.

Future Park Land Acquisition If Needed

If needed, the consultant will evaluate growth patterns in the city, results of the consultant's levels of service analysis to determine if acquisition is needed at this time.

Recommendations

In addition to the RFP requirements for how recommendations will be developed, the consultant will provide “evaluation filters” against which all recommendations will be made. Those filters may be similar to the following depending on unique circumstances in Marquette:

1. Citizen preferences - As expressed and supported in the statistically valid survey.
2. Park System Needs – Does the project take care of what we have, enhance what we have, or add a new high level destination to the system? When asked, citizens prefer to take care of what they have before applying resources to the other two options.
3. Life cycle of the program – Evaluation of the popularity of the program to determine if it is growing, stable/mature, or declining. To overstate the obvious, it is not a good idea to invest in facilities that accommodate declining programs.
4. Demographics – Assessment of demographic characteristics that will affect the success of the project, including age, household income, ethnicity, education, and gender.
5. Quality of life – Consideration for equitable citizen access to quality parks and facilities.
6. Revenue Producing – Revenue producing capability of the project.
7. Facilities provided by others – Availability of facilities provided by others
8. Best practices in the park and recreation profession – Consideration of the successes of others who are highly regarded in the profession throughout the United States.
9. Geographic considerations – Relationship between the project and the location where the majority of users live.

In order for public engagement strategies to be successful, they have to be tailored individually to each of the distinct communities where DHC works.

Even within one community there are different neighborhoods or different areas each of which will likely have different needs. For that reason, DHC does not approach public engagement as a cookie-cutter plan at all. The emphasis is on designing a customized plan and a customized communications strategy.

Communication Emphasis

Traditionally emphasis has been placed on in-person public meetings which does not always work well with everyone due to busy schedules and other opportunities which conflict with scheduled meetings. The DHC goal is to have a wide variety of very diverse engagement opportunities such as in person or online to ensure that people have a variety of opportunities to provide input.

Ultimately, the goal is for citizens to feel that their voice is heard and that they had a say in the planning outcome. In those instances when citizens feel that their voice has been heard, they will feel ownership and pride in the outcome because they had input in it.

Public Engagement Process – In the order it has to be

The public input process must be very well organized and in an order that must be followed to maximize results. Of extreme importance is the timing of the citizen survey and the use of its results to precede public meetings, focus groups, and organized meetings with special interest groups. Here is the process as it works best:

Step 1: Initiation meeting with key planning committee

The consultant will meet with the planning committee to discuss the project.

Step 2: Meetings/Interview with key stakeholders

Following the project initiation meeting, the consultant will interview key stakeholders. The logic for meeting early with this group is to make sure that the Team is aware of their key issues which need to be addressed in the master plan and to make sure that the Team is aware of any projects/recommendations that they are not supportive of. The idea is to consider all information from this group as early in the process as possible to ensure that their advice is not overlooked at the end of the process when it may be too late to make adjustments.

Step 3: Focus Group Meetings & Special Interest Group Representatives

When survey results are available, the consultant will facilitate a series of focus groups with key stakeholders and special interest group representatives. The focus groups will be used to discuss survey results and to seek a deeper understanding from those in attendance about their understanding of what the results mean to them. Focus group meetings will be held with all those mentioned in the RFP.

Step 4: Public Workshops

The consultant will facilitate an appropriate number of public meetings to solicit citizen input regarding their concerns about existing facilities and programs and their desires for future facilities and programs. These meetings will also be used to share the data from the citizen survey.

Wake County, N.C. by Tim Maloney, Director of Planning and Development

I had the opportunity and pleasure of working with Dick Horton on the preparation of the Wake County Comprehensive Parks and Recreation Master Plan. Dick demonstrated a high level of professional and technical expertise that resulted in a very sound and logical parks and recreation plan for Wake County. His leadership was instrumental in guiding the project through a series of focus groups with local leaders and various stakeholders. I compliment Dick for his work and effort with the County and look forward to the time when we can work together again.

Independence, MO by Eric Urfer, Director of Parks and Recreation

"When asked about PBA's recent performance regarding the 2010 Independence Parks and Recreation Master Plan in terms of budget and time management, Eric Urfer, Director for the Independence Parks and Recreation Department said, "With a tight budget and even tighter time line, Dick Horton, Steve Rhoades, and the Team from PBA delivered the 2010 Master Plan on time and on budget."

He added "What was originally bid as a six to eight month project, suddenly became compressed into a mere two months. PBA graciously accepted the challenge and did so knowing that the budget would remain the same. The pace was fast and furious from the word GO, but the tone and demeanor displayed by PBA was always calm, professional and focused."

Using a very organized approach and thanks in large part to a team of very dedicated professionals, Dick's team completed the 2010 Independence Parks and Recreation Master Plan without the need to increase the project budget. In addition, the project was delivered on time allowing the City to utilize the key findings contained within the plan when developing the 2010 Parks and Recreation Sales Tax Renewal Program. The sales tax renewal initiative will be placed on the August 2010 ballot

Joplin, MO by Chris Cotton, Director of Parks and Recreation

I have had the pleasure of working with Richard Horton on three separate occasions: as a community center director for the KCMO Department of Parks and Recreation, as the Director of Parks and Recreation at Harrisonville for the development of a park system master plan, and again in Harrisonville to complete a community center study. In each instance, Richard was professional, thorough, and specific in regards to the information he was searching for. He did an outstanding job with all of his studies and even though we had a small budget to work with, he left no stone unturned.

Dr. Rick McWhorter - Director of Parks and Recreation at Springdale, AR

Wow!! What a pleasant surprise to see you at the ARPA conference. I felt like I had gone back in a reverse time warp. I am so happy to have spent a few minutes with you and that alone has energized me. Again, thanks for stepping up to the plate to make your presentation. You did a tremendous job with the presentation.

Connie Edmonston - Director of Parks and Recreation at Fayetteville, AR

Thanks so much for sharing your expertise and giving your time to help us here in Arkansas. I enjoyed your session so much. You had a lot of very valuable information for us.

John Powers – Assistant General Manager at The Woodlands, TX

It is not often that one has the opportunity to work for or with people that are truly outstanding performers – people of character, integrity, dedication and commitment. During my 30 plus year career in public service, I have been fortunate to have worked with a handful of such quality, unique people. Dick Horton is one of these special people.

Note: An updated Certificate of Liability Insurance will be provided immediately if DHC is selected to complete the project



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2018

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

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

PRODUCER Ryan Insurance LLC 2308 S. Broadway P.O. Box 106 Pittsburg KS 66762	CONTACT NAME: Cyndi Lucas PHONE (A/C, No, Ext): (620)231-3500 FAX (A/C, No): (620)231-3763 E-MAIL ADDRESS: clucas@ryaninsurance.net INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co. NAIC # 23850 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Dick Horton Consulting 507 Norris Pittsburg KS 66762	

COVERAGES

CERTIFICATE NUMBER: 18-19 City of Marquette

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHSD1318374	03/17/2018	03/17/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			PHSD1318374	03/17/2018	03/17/2019	EACH CLAIM LIMIT \$1,000,000
							AGGREGATE \$1,000,000
							Ded Per Claim \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Marquette 300 W Baraga Ave Marquette MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/20/2024

Consent Agenda - Roll Call Vote

Resolution Accepting the DNR Spark Grant Agreement - Roll Call Vote

BACKGROUND:

The City of Marquette has been awarded a SPARK Grant, totaling \$458,800 by the Michigan Department of Natural Resources to transform the vacant building and adjacent Father Marquette and Lakeside Lion's Park into a designated regional trailhead. This project will create a local and regional destination, while improving walking and wheelchair access to the City's new Cultural Trail, historic downtown, and waterfront. The trailhead will extend and promote outdoor recreational opportunities that exist far beyond municipal and county lines, connecting visitors and residents to the Iron Ore Heritage Trail, the Iron Belle Trail, the North Country Trail and providing wayfinding to the Noquemanon Trail Network.

This project is in direct alignment with the City of Marquette's Five-Year Recreation Master Plan, which prioritizes the creation of a downtown trailhead, an interpretive Cultural Trail and accessibility for users of all abilities.

Grant funding will create a paved spur that connects the trailhead to the City's new Cultural Trail, multi-use pathway and regional trail systems, add an ADA-accessible restroom within the vacant building formerly occupied by Lake Superior Community Partnership on the site, reconfigure the parking lot and improve stormwater management, provide an informational trail kiosk, provide a drinking fountain with bottle filler, and introduce some green infrastructure to the park in the form of bioswales, rain gardens and native plantings.

The grant award is \$458,800 with the approximately 3% match provided by Superior Watershed Partnership.

FISCAL EFFECT:

The City will realize \$458,800 in revenue toward the project costs. Superior Watershed Partnership is providing the \$15,000 match.

RECOMMENDATION:

Approve the resolution of acceptance for the Michigan Department of Natural Resources Spark Grant Agreement, authorize the Mayor and Clerk to sign the resolution, and authorize the City Manager or her designee to sign the Grant Agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution
- ▣ Grant Agreement
- ▣ Boundary Map



Resolution
Authorizing Regional Trailhead at
Father Marquette and Marquette Lions Lakeside Park
Proposal by the City of Marquette to the
Michigan Spark Grant Program
Michigan Department of Natural Resources

WHEREAS, the City of Marquette seeks to establish a regional trailhead at Father Marquette and Marquette Lions Lakeside Park; and,

WHEREAS, the City of Marquette Five-Year Recreation Master Plan prioritized the creation of an urban trailhead, an interpretive cultural trail and increasing accessibility for users of all abilities; and,

WHEREAS, the City supports establishment of the regional trailhead and park improvements for accessibility and recreation opportunities; and,

WHEREAS, the City will appropriate all fund necessary to complete the project during the project period and to provide \$15,000 as match through the Superior Watershed Partnership; and,

WHEREAS, the City agrees to maintain satisfactory financial accounts, documents and records and make them available to the Michigan Department of Natural Resources for auditing at reasonable times; and,

WHEREAS, the City agrees to comply with any and all terms of said grant agreement including all terms not specifically set forth in the foregoing portion of this resolution; and,

NOW, THEREFORE, BE IT RESOLVED, that the Marquette City Commission hereby accepts the Michigan Spark grant funding of \$458,800 to establish a regional trailhead at Father Marquette and Lions Lakeside Park, and further resolves to make available its financial matching obligation of \$15,000 in cash representing approximately 3% of the estimated cost, during the 2023-2024 fiscal year.

The motion to accept this resolution was made by _____ and seconded by _____.

The following votes were recorded:

Ayes:

Nays:

Adopted at a meeting of the Marquette City Commission on February 20, 2024.

CITY OF MARQUETTE

Sally Davis, Mayor

Kyle Whitney, City Clerk



Michigan Department of Natural Resources –Grants Management
**AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAILS
MICHIGAN SPARK GRANT AGREEMENT**

This information is required by authority of Public Act 53 of 2022 to receive funds.

This Agreement is between City of Marquette in the county of Marquette County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT". The DEPARTMENT has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The State of Michigan was awarded \$6.54 billion dollars under SLFRF. In section 452 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the DEPARTMENT for an ARPA grant to the GRANTEE. The Federal Award ID Number (FAIN) for these funds is FAIN #: SLFRP0127. The Catalog of Federal Domestic Assistance (CFDA) Number for SLFRF funds is CFDA #: 21.027.

The GRANTEE is identified as a subrecipient to the ARPA funds identified within this agreement. Each eligible subrecipient must maintain an active SAM registration throughout the period of performance. The SAM website is <https://sam.gov/content/home>.

Project Title: Regional Trailhead at Father Marquette & Lions Lakeside Park

Total Available Grant Amount: \$458,800.00

Match Amount: \$15,000.00 Match Percent: 3% Grant Percent: 97%

Start Date: 10/20/2023 End Date: October 31, 2026

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**

The description and purpose of the project is to convert a vacant building into a trail center and trailhead for regional trail routes. The project includes accessible restrooms, trail information signage, improved parking, landscaping and stormwater enhancements, and a drinking fountain for filling water bottles.

This Agreement is not effective until the GRANTEE has signed it, returned it to the DEPARTMENT, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT. Applicable amendments to this agreement may include adjustments to the grant amount (section 15), eligible expenditures or scope items (section 9), or project boundary (section 2), or other purposes at the discretion of the DEPARTMENT, and must be initiated by the DEPARTMENT or requested in writing by the GRANTEE. Amendments shall only be validated by the review and execution of both parties.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED:

By [Print Name]: _____
Title: _____
Organization: _____
Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By [Print Name]: _____
Title: _____
Organization: _____
Date: _____

Date of Execution by DEPARTMENT

Phone: 517:284-7268
Email: dnr-grants@michigan.gov

002
SIGMA Address ID

NJTGBUGAVBF9
Unique Entity Identifier (UEI)
CV0047620
SIGMA Vendor Number

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through <https://migrants.intelligrants.com/>, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

City of Marquette

Organization

300 W. Baraga

Address

Marquette, Michigan, 49855

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

Merrie Carlock

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

(248) 410-5892

Telephone Number

carlockm@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number ARPA-0676 must be uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the DEPARTMENT.
4. The budget period and time period allowed for project completion is from the **date Agreement executed by the DEPARTMENT** through **October 31, 2026**, hereinafter referred to as the "project period."
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The award permits the use of SLFRF to cover indirect costs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

The award permits the use of SLFRF to cover administrative costs; 5% of the grant award amount is allowable to be

7. administrative costs, which are required to be reported on as project expenditures. The administrative costs are considered a project-specific expenditure.
8. The award is not for Research and Development.
9. The Eligible SLFRF expenditures under this project include:
 - a. Budget Categories
 - i. Administration
Project Permitting, Plan Designs and Oversight
Construction
Programming
 - b. Project Scope
 - i. Trail 8' wide or more
Site Amenities (Benches, Picnic Tables, Trash Bins, Signage, etc.)
Landscaping
Access Pathway 6' wide or more
Parking Paved with Accessible Spaces
Restroom/Bathhouse
10. Use of Funds Restrictions:
 - a. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.
 - b. Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.
 - c. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).
11. Any funds received under the authorizing legislation for this program expended by the recipient in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined by the DEPARTMENT that a recipient receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation. All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations, and the terms and conditions of the grant award.
12. US Treasury identified 83 unique expenditure requirements and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the DEPARTMENT is: EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety. All expenditures must fit within the expenditure category above and be tracked accordingly.
13. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted

for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.

14. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, recipients shall review the Uniform Guidance requirements applicable to recipient's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of recipient's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued April 2, 2022).
15. The DEPARTMENT will:
 - a. Grant to the GRANTEE a sum of money equal to **\$458,800.00**, which is the total eligible cost of the project including items identified in section 9, but in any event not to exceed **\$458,800.00**, which is the total amount obligated by this action.
 - b. Grant these funds in the form of advance requests to the GRANTEE for eligible future costs and expenses incurred as follows:
 - i. GRANTEE may request up to fifty percent (50%) of the approved grant amount as an advance prior to incurring costs of the eligible expenses incurred by the GRANTEE up to ninety percent (90%) of the maximum reimbursement allowable under the grant. Advance amount request must be reasonable and necessary for the success of the project and only include what will be spent in the current fiscal year. The entire advance amount must be earned and documented on a reimbursement request before additional payments will be made to the GRANTEE. Once an advance is fully earned, an additional advance may be requested.
 - ii. Advance requests must be submitted in writing. A justification for the advance amount requested is required and only include what will be spent in the current fiscal year. Advances may be approved at a lower amount than requested or denied.
 - iii. Additional advances will be made only upon DEPARTMENT review and approval of documentation submitted by the GRANTEE which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, electronic fund transfers and/or other items identified and provided by the GRANTEE.
 - iv. GRANTEE shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using SLFRF monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:
 - general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
 - budget records;
 - payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
 - contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts;
 - grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards;
 - all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
 - all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
 - all internal and external email/electronic communications related to use of SLFRF payments; and
 - all investigative files and inquiry reports involving SLFRF payments.
 - v. The DEPARTMENT may conduct an audit of the project's financial records upon approval of the final request

by DEPARTMENT financial staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

- vi. Adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 in Federal awards during the GRANTEE's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and their subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
- vii. Adhere to Auditee Responsibilities outlined in 2 CFR 200.508. The auditee must:
 - procure or otherwise arrange for the audit, if required;
 - prepare appropriate financial statements, including the schedule of expenditures of Federal awards;
 - promptly follow up and take corrective action of the audit findings;
 - provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.
- viii. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

16. The GRANTEE will:

- a. Adhere to all additional provisions which are included in this agreement regarding the SLFRF. Payments from the SLFRF may only be used to cover expenses that are responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories).

Usage of these funds must comply with the federal requirements of the SLFRF. The purpose of Michigan Spark Grants is to modernize local parks and develop new local public recreation opportunities. Scope of work shall include the development, renovation, or redevelopment of public recreation facilities, and the provision of recreation-focused equipment and programs at public recreation spaces. Awarded grants must align with EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety and community projects with the overall intent to promote and enhance public recreation, equity, tourism, and economic development and recovery from the COVID-19 pandemic.

GRANTEE will be expected to coordinate, not to supplant, funding with other partners, Agency local office, and other SLFRF funding.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after October 1, 2022, see section b below. **Funds must be obligated by GRANTEE into third party contracts by December 31, 2024 and expended by October 31, 2026.**

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Treasury's Final Rule also provides more information on important restrictions on use of SLFRF award funds:

- i. Recipients may not deposit SLFRF funds into a pension fund;
- ii. Recipients may not use SLFRF funds as non-Federal match where prohibited;
- iii. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Final Rule for more information on these restrictions.
- b. Pre-award eligible expenditures are allowed in the areas of administration, planning, design and engineering if they are directly related to the project and were incurred after October 1, 2022.
- c. Complete construction of the project facilities to the satisfaction of the DEPARTMENT including but not limited to the following:
 - i. Competitively bid, following 16.c.v, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee

project construction.

- ii. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
- iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
- iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
- v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
- vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
- vii. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.
- viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- ix. Comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each

contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- x. Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - d. Operate the project facilities for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. Provide to the DEPARTMENT upon request, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. Adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. Maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - h. Should the GRANTEE convey any portion of the awarded funding to a subrecipient in a pass-through manner, GRANTEE must ensure that all requirements outlined in this Agreement are adhered to. Every subaward is to be clearly outlined in a secondary agreement between the GRANTEE and the subrecipient which includes the minimum information identified in Appendix A at the time of the subaward and if any of the project elements change, include the changes in subsequent subaward modification. If any of this required information is not available at the time of the subaward, the subrecipient must provide the best information available to describe the Federal award and subaward.
17. With this project having match, the GRANTEE will:
- a. Immediately make available all funds required to complete the project and to provide **\$15,000.00** in local match. This sum represents **3%** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
18. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
19. All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in the compliance and reporting guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Recipients shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, recipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure

requirements and programmatic data requirements. The DEPARTMENT contact will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan which will inform the programmatic data requirements.

20. To be eligible for funding, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:

- a. Submit a project and expenditure report every 90 days during the project period.

Reporting Period	Report Due Date
Any allowable pre-award costs after October 1, 2022	March 25, 2023
Project Execution – March 15, 2023	March 25, 2023
March 16, 2023 – June 15, 2023	June 25, 2023
June 16, 2023 – September 15, 2023	September 25, 2023
September 16, 2023 – December 15, 2023	December 25, 2023
December 16, 2023 – March 15, 2024	March 25, 2024
March 16, 2024 – June 15, 2024	June 25, 2024
June 16, 2024 – September 15, 2024	September 25, 2024
September 16, 2024 – December 15, 2024	December 25, 2024
December 16, 2024 – March 15, 2025	March 25, 2025
March 16, 2025 – June 15, 2025	June 25, 2025
June 16, 2025 – September 15, 2025	September 25, 2025
September 16, 2025 – December 15, 2025	December 25, 2025
December 16, 2025 – March 15, 2026	March 25, 2026
March 16, 2026 – June 15, 2026	June 25, 2026
June 16, 2026 – September 15, 2026	September 25, 2026
September 16, 2026 – October 1, 2026	October 31, 2026

- b. Submit a complete request for final reimbursement including final reporting documents, within **90 days of project completion and no later than October 31, 2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- c. All funds that have not been **obligated by GRANTEE into third party contracts by December 31, 2024** must be returned to the State of Michigan by April 1, 2025.
21. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any eligible uses of funding as identified in section 9. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion and within the twenty-year useful life period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change from the current recreational use of the project area.
22. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

23. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.
24. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
25. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement within the twenty-year useful life period.
26. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the twenty-year useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT.
27. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area within the twenty-year useful life period to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
28. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
29. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE as part of the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
30. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
31. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits, and remain in compliance with such permits.
32. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to

advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period prior to public use of the property, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
33. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
34. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
35. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
36. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
37. The GRANTEE is responsible for the use and occupancy of the premises, the project area, and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area, and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area, and the facilities thereon.
38. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
39. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or
 - d. Require repayment of grant funds paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
40. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT shall honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
41. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities

and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

42. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
43. The GRANTEE agrees that any funds received under this grant and expended in a manner that does not comply with the American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder the Uniform Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this award, as applicable, shall be returned to the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the recipient shall be returned to the State of Michigan. SLFRFs provided by the State of Michigan must adhere to the US Department of Treasury's Interim and Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures and proper grant administration. In accordance with the Uniform Guidance (including but not limited to, sections 200.332 and 200.339-200.343), the State of Michigan reserves the right to monitor the recipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the recipient. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.
44. The GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections 200.303 and 200.338) and the Privacy Act of 1974 (5 U.S.C. 552a).
45. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
46. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
47. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
48. The rights of the DEPARTMENT under this Agreement shall continue through and until the expiration of the twenty-year useful life period.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is attached.

SAMPLE RESOLUTION

(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____
The following nay votes were recorded: _____

[illegible]

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date

Appendix A
CFR 200.331 – 200.333 Subrecipient Pass-through Monitoring and Management Requirements

- A. GRANTEE shall ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
1. Federal award identification.
 - a. Subrecipient name (which must match the name associated with its unique entity identifier)
 - b. Subrecipient's unique entity identifier
 - c. Federal Award Identification Number (FAIN)
 - d. Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
 - e. Subaward Period of Performance Start and End Date
 - f. Subaward Budget Period Start and End Date
 - g. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
 - h. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
 - i. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
 - j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
 - k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
 - l. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
 - m. Identification of whether the award is R&D; and
 - n. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414
 2. All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award
 3. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports
 4. (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this

rate, but may elect to do so;

b. The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with Å 200.405(d).

5. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

6. Appropriate terms and conditions concerning closeout of the subaward.

B. GRANTEE shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

1. The subrecipient's prior experience with the same or similar subawards;
2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program
3. Whether the subrecipient has new personnel or new or substantially changed systems; and
4. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C. GRANTEE shall consider imposing specific subaward conditions upon a subrecipient if appropriate as described in Å 200.208.

D. GRANTEE shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by Å 200.521.
4. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section Å 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

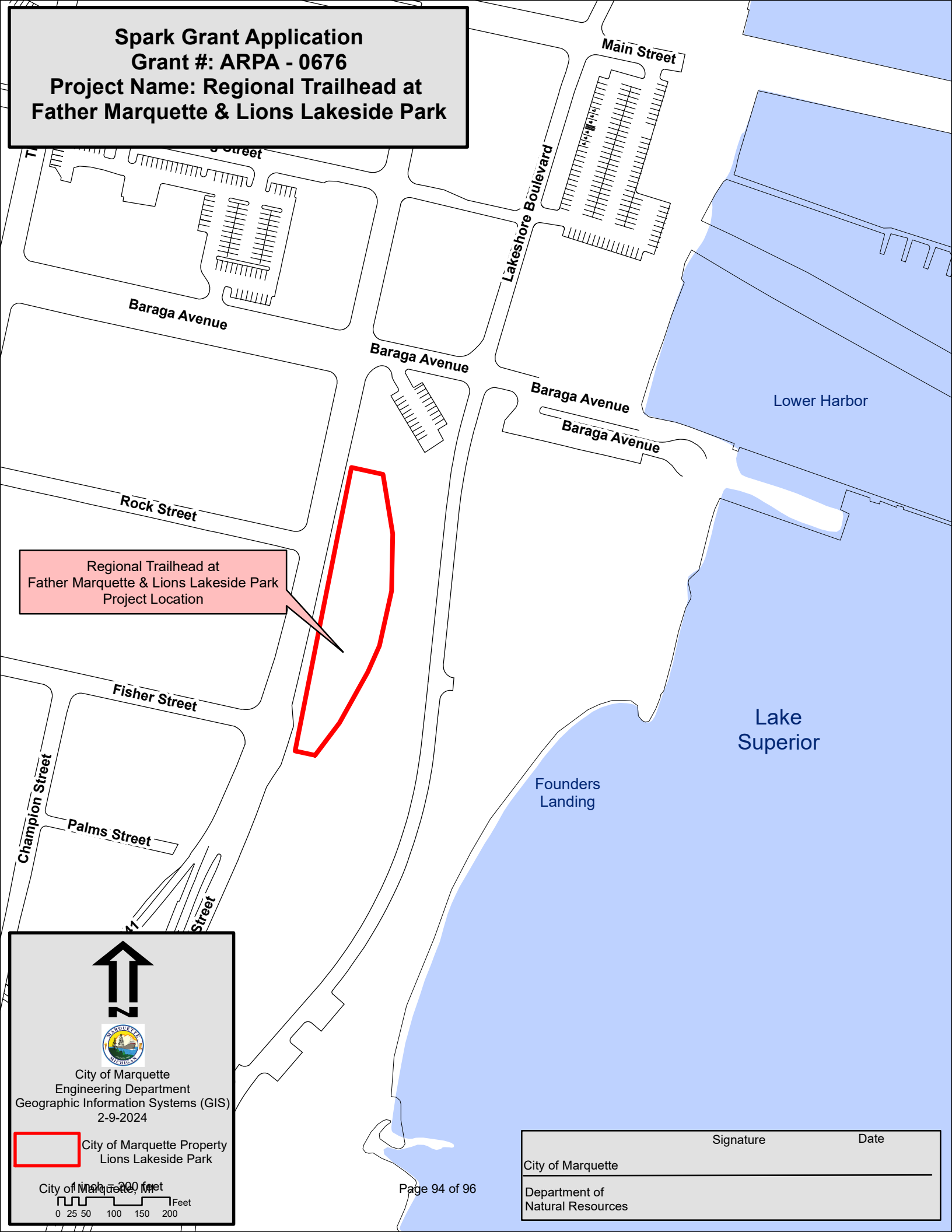
E. Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

1. Providing subrecipients with training and technical assistance on program-related matters; and
 2. Performing on-site reviews of the subrecipient's program operations;
 3. Arranging for agreed-upon-procedures engagements as described in § 200.425.
- F. GRANTEE shall verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.
- G. GRANTEE shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- H. GRANTEE shall consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.
- I. Fixed amount subawards, with prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in § 200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

Spark Grant Application

Grant #: ARPA - 0676

Project Name: Regional Trailhead at
Father Marquette & Lions Lakeside Park

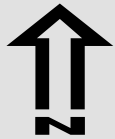


Lower Harbor

Lake
Superior

Founders
Landing

Regional Trailhead at
Father Marquette & Lions Lakeside Park
Project Location



City of Marquette
Engineering Department
Geographic Information Systems (GIS)
2-9-2024

City of Marquette Property
Lions Lakeside Park

City of Marquette, MI
1 inch = 200 feet
0 25 50 100 150 200 Feet

Signature

Date

City of Marquette

Department of
Natural Resources

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 2/20/2024

Unfinished Business

City Manager and City Attorney Evaluation Subcommittee

BACKGROUND:

On August 14, 2023, three Commissioners were appointed to serve on a committee to review and compile the City Manager's and City Attorney's performance evaluations and to make a recommendation regarding future terms of employment and compensation. The three Commissioners appointed at that time were Commissioners Hanley, Ottaway and Smith. On September 25, the Commission approved the annual performance evaluations for both the City Manager and City Attorney. At that time, the subcommittee recommended, and the Commission approved, each of their contracts be extended to Sept. 30, 2026 at the existing compensation level with discussion related to revisiting compensation at a later date, as well as extending the severance length in the City Manager's contract to six months if her contract is terminated without cause. The subcommittee expressed an interest in annually appointing an evaluation committee for the duration of the calendar year for more continuous dialogue with the City Manager and City Attorney.

On January 29, the Commission authorized the Mayor to appoint three Commissioners to serve on the City Manager and City Attorney Evaluation Subcommittee for calendar year 2024 with an immediate charge to review the City Manager's and City Attorney's compensation and bring back a recommendation to the full City Commission. The Mayor appointed herself, along with Commissioners Hanley and Smith, to serve on the Subcommittee for calendar year 2024. The Subcommittee met on February 5 and recommends salary increases of 5% retroactive to October 1, 2023 for both the City Attorney and City Manager.

FISCAL EFFECT:

The recommended 5% increase for each the City Manager and City Attorney will bring their annual salaries to \$133,875 and \$123,165, respectively. This action will require a budget amendment.

RECOMMENDATION:

Approve the subcommittee's recommendation to increase the City Manager's and City Attorney's salaries by 5% retroactive to October 1, 2023; direct the City Attorney to amend both contracts; and authorize the Mayor and Clerk to sign the amended contracts.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available